NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
JULY 11TH, 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 – 35)

5. Discuss and take appropriate action on line item transfer for Constable Pct 1

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0551.005730	Radio Equipment	1200.00
To	0100.0551.003008	LE Equipment	1200.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	$3,000
To	0100-0509-004510	Facilities/Facility Repairs	$3,000

7. Discuss, consider, and take appropriate action on a line item transfer for Emergency Communications.

Fiscal Impact

From/To	Acct No.	Description	Amount
From:	0100-0581-005300	Improvements >$5,000	$3,253.04
To:	0100-0581-004510	Facility Maint. & Repair	$3,253.04
From:	0100-0581-004500	Maintenance Contracts	$1,599.82
To:	0100-0581-004510	Facility Maint. & Repair	$1,599.82

8. Discuss, consider and take appropriate action on a line item transfer for All County Courts at Law.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0425-004131	Family	30,000
To	0100-0425-004136	Probate / Mental Health	30,000

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.005730	Radio Equipment > $5,000	1443.93
To	0100.0560.004510	Facilities Maint & Repairs	1443.93

10. Discuss, consider and take appropriate action on a line item transfer for the Health District.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0630-004905	Hlth Dist/Payment for Indigent	$1600.26
To	0100-0630-004910	Hlth Dist/DSRIP	$1600.26

11. Discuss, consider and take appropriate action on a line item transfer for Emergency Management.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0541-004414	Vehicle Insurance	5000
To	0100-0541-004541	Vehicle Maintenance	5000

12. Discuss, consider and take appropriate action on a line item transfer for the Constable Pct. 2

Fiscal Impact

From/To	Acct No.	Description	Amount
From:	0100-0552-003002	vehicle equipment	900.00
To:	0100-0552-004216	postage meter rental/supplies	900.00

13. Discuss, consider and take appropriate action on a line item transfer for Constable Precinct 2.

Fiscal Impact

From/To	Acct No.	Description	Amount
From:	0100-0552-003002	Vehicle Equipment	900.00
To:	0100-0552-004100	Prof Services	900.00

14. Discuss, consider and take appropriate action on a line item transfer for DPS Georgetown.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	$676.32
To	0100-0562-004850	DPS Gtwn/Radio Fees	$676.32

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

16. Discuss, consider and take appropriate action on authorizing (1) 2017 Chevy Tahoe to be Sold to Insurance, pursuant to Tx. Local Gov't code 263.152.

17. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through inter-departmental transfer including (1) 1998 Wells Cargo trailer, (1) 2003 Big Tex trailer, and (1) Wood table (see attached list) pursuant to Tx. Local Gov't code 263.152.

18. Discuss, consider and take appropriate action on authorizing the disposal of (1) 2 drawer file cabinet on wheels through Destruction, pursuant to Tx. Local Gov't Code 263.152.

19. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (2) 2011 Ford Crown Victoria's, (1) 2010 Ford Crown Victoria's, (1) 2008 Dodge Charger, (23) Monitor's, (9) Printer's, (2) Calculator's, (2) Phone's, (1) Keyboard/Mouse, (1) Pencil Sharpener, (1) Laptop, (3) Phone headset, (1) Set of computer speakers, (5) Mice, (1) Keyboard, (2) Flashlight's, (2) Sets of Reflective triangles, (1) Under desk 3 drawer cabinet, (1) TV Wall Mount, (1) Chair, (1) Desk, (1) LED bar for Crown Vic., (1) Wiper blade, (1) Jump Charger, (see attached list) pursuant to Tx. Local Gov't code 263.152.

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

21. Discuss and take appropriate action on accepting a donation to Williamson County from Chelsea Pictures in the amount of $500.00.

22. Discuss and take appropriate action on accepting a donation to Williamson County from Karen Winget in the amount of $1,000.00 that is to be applied to the Mobile Outreach Department's Narcan initiative, and to purchase a breathalyzer for the Mobile Outreach Department.

23. Discuss, consider and take any appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Taylor Rodeo Association (Security/traffic control for rodeo)

24. Discuss, consider and take any appropriate action regarding approval and receipt of the MOU and Standard Agreement with Williamson County Water, Sewer, Irrigation and Drainage District #3 for off-duty contracting of County Sheriff Deputies.

25. Discuss, consider and take appropriate action on designating the Sr. Director of Williamson County Human Resources as the Americans with Disabilities Act (ADA) Coordinator for Williamson County, in accordance with Title II of the ADA.

26. Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County Sheriff's Office Training Center Project; PCO #15, in the amount of $4,743.00 to be paid from the Allowance, for Irrigation Sleeves.

27. Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County Sheriff's Office Training Center Project; PCO #17, in the amount of $1,856.86 to be paid from the Construction Manager's Contingency, for Monument Sign Revisions.

28. Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County Sheriff's Office Training Center Project; PCO #18, in the amount of $5,083 to be paid from the Construction Manager's Contingency, for deleting dowels from building structure to flatwork.

29. Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County Sheriff's Office Training Center Project; PCO #19, in the amount of $665.00 to be paid from the Construction Manager's Contingency, for increasing concrete mesh size.

30. Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County Sheriff's Office Training Center Project; PCO #20, in the amount of $8,023.00 to be paid from the Construction Manager's Contingency, for Pier Design Changes.

31. Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County Sheriff's Office Training Center Project; PCO #21, in the amount of $6,139.00 to be paid from the Construction Manager's Contingency, for adding vapor barrier under sidewalk.

32. Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County Sheriff's Office Training Center Project; PCO #22, in the amount of $12,050.00 to be paid from the Construction Manager's Contingency, for OSSF Permit Set.

33. Discuss, consider, and take appropriate action on the preliminary plat for the Chacado Hills subdivision - Pct 3

34. Discuss, consider, and take appropriate action on approval of the revised plat for the Siena Sec 17 Lot 117 Blk O and Lot 88 Blk R subdivision - Pct 4

35. Discuss, consider, and take appropriate action on approval of the final plat for the Santa Rita Ranch South Sec 4B Subdivision - Pct 2

REGULAR AGENDA

36. Discuss, consider, and take appropriate action on the issuance of a county burn ban.

37. Discuss, consider and take appropriate action to recognize the Williamson County Tax Assessor/Collector's office as the recipient of 2017 Tyler Excellence Award from Tyler Technologies.

38. Discuss consider and take appropriate action on Texas A&M AgriLife Extension Quarterly Interpretation of Programs to elected officials.

39. 10:00 a.m. Hold public hearing pursuant to Tex. Transp. Code § 251.152 regarding proposed street name change in Pct. 3 for Logan's Way to Rocky Top Ranch.

40. Discuss, consider and take any appropriate action pursuant to Tex. Transp. Code § 251.152 regarding proposed street name change in Pct. 3 for Logan's Way to Rocky Top Ranch.

41. 10:00 Conduct public hearing relating to a request from the ITS Department to increase the budgeted salary amount for the position of Office Administrator, Position #0958, in the ITS Department and discuss (1) the reason for the payment in excess of the budgeted amount is being offer to the employee, including the public purpose that will be served by making the excess payment; and (2) the exact amount of the excess payment, the sources of the payment, and the terms for distribution of the payment that effect and maintain the public purpose to be served by making the excess payment.

42. Discuss, consider and take appropriate action on a request by the ITS Department to increase the budgeted salary amount for the position of Office Administrator, position #0958, in the ITS Department from the budgeted annual salary amount of $33,856.70 to the increased salary amount of $38,394.67.

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

44. Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County Sheriff's Office Training Center Project; PCO #16, in the amount of $31,331.65 to be paid from the Construction Manager's Contingency, for Pier Casing.

45. Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County Sheriff's Office Training Center Project; PCO #2, in the amount of $106,356.00 to be paid from the Construction Manager's Contingency, for changes from the bid set of plans to the construction set of plans.

46. Discuss, consider and take appropriate action on an Encroachment on Easement instrument with Oncor Electric Delivery Company, LLC (Oncor) to allow for a storm water drain to encroach upon Oncor's easement at the North Campus Facility Project.

47. Discuss, consider and take appropriate action on approving 2013 Park Bond Budget Transfer Request per Randy Bell, Williamson County Parks Director, to move $750,000 from Hike & Bike Trail Pct. 2 (P447) to River Ranch Interpretive Center (P465).

48. Discuss, consider, and take appropriate action on the acceptance of FEMA DR-4223 disaster recovery grant funding, including the following FEMA projects:
PA-06-TX-4233-PW02156 Project Title: WIL031B-County Parks Protective Measures
PA-06-TX-4223-PW02129 Project Title: WIL032G-Brushy Creek Park Trails (Version 0)
PA-06-TX-4223-PW02129 Project Title: WIL032G-Brushy Creek Park Trails (Version 1)
PA-06-TX-4223-PW02117 Project Title: WIL033G-Berry Springs Park Trails (Version 0)
PA-06-TX-4223-PW02117 Project Title: WIL033G-Berry Springs Park Trails (Version 1)
PA-06-TX-4223-PW02131 Project Title: WIL039G-Southwest Regional Park Trails
PA-06-TX-4223-PW02125 Project Title: WIL040G-Lake Creek Park Trails

49. Discuss, consider, and take appropriate action on increasing the established change fund for the Quarry Splash Pad at Southwest Williamson County Regional Park.

50. Discuss, consider and take appropriate action on a Real Estate Contract with National Retail Properties, LP for right of way needed on the Seward Junction SE Loop project. (Parcel 1)

51. Discuss, consider and take appropriate action on a Real Estate Contract with Chang 2012 Family Trust and Frances P. Lai for right of way needed on the Seward Junction SE Loop project. (Parcel 3)

52. Discuss, consider and take appropriate action on a Real Estate Contract with Armando Ortega and Francisca Otega for right of way needed on the Seward Junction SE Loop project. (Parcel 12)

53. Discuss, consider and take appropriate action on a Development Agreement with BLW, LP., a Texas limited partnership for improvements to the Seward Junction SE Loop project. (Parcel 2)

54. Discuss, consider and take appropriate action on a Real Estate Contract with KFG Paloma, LLC for right of way needed on the N. Mays Extension project. (Parcel 1)

55. Discuss, consider and take appropriate action on an Assignment of Real Estate Contract with Pioneers LLC for 3.190 acres at the intersection of CR 138 and SH 130 for proposed future A-1 Corridor right of way.

56. Discuss, consider and take appropriate action on a Second Amendment to Real Estate Contract for 3.190 Acres located at the intersection of CR 138 and SH 130 for future proposed A-1 Corridor right of way.

57. Discuss, consider and take any appropriate action to set a public hearing on August 1, 2017 at 10:00 AM in the Williamson County Commissioners Courtroom pursuant to Texas Health and Safety Code Chapter 366 and Texas Administrative Code §285.10 regarding an Order Adopting Rules of Williamson County, Texas for On-Site Sewage Facilities, including authorization for publication in a local newspaper for notice to the public.

58. Discuss, consider and take appropriate action on a funding application from the Coupland Civic Organization for $10,000 of funding from the Williamson County Community Recreation Facility Fund in order to make repairs to the Caboose which sits near the Historic Depot in Coupland, Texas.

59. Discuss and take appropriate action on the Community Development Block Grant FY17 Annual Action Plan.

60. Discuss, consider and take appropriate action on accepting grant funding from the Texas Veterans Commission Fund for Veterans' Assistance.

61. Discuss, consider and take any appropriate action to approve Texas Emergency Medical Task Force Memorandum of Agreement for Williamson County EMS.

62. Discuss, consider and take appropriate action on a grant of $5,162.00 by Banfield Foundation to Williamson County Regional Animal Shelter to purchase a Dentalaire Prestige Dental Station with built-in scaler; including authorization to execute the grant agreement terms and conditions.

63. Discuss, consider, and take appropriate action on an amendment and changes to the FY16.17 Budget Order.

64. Discuss, consider and take appropriate action on policies and procedures regarding FY 17 existing unallocated funds created by the backfill of positions at a lesser rate of pay.

65. Discuss, consider and take appropriate action on approving the transition of the C & L pay grade charts to the B grade chart.

66. Discuss, consider and take appropriate action on approving service agreement with Waste Management of Texas, Inc. for one (1) - 40 yard open top container to support the operation of the Williamson County Department of Infrastructure and authorizing the execution of the agreement.

67. Discuss, consider and take appropriate action on approving service agreement with Waste Management of Texas, Inc. for (1) 20 yard open top container to support the operation of the Williamson County Department of Infrastructure and authorizing the County the execution of the agreement.

68. Discuss, consider and take appropriate action on authorizing Purchasing Agent to advertise and receive sealed bids for Milling & Overlay of Ronald Reagan Blvd From RM 2338 To SH 195 under IFB # 1706-169.

69. Discuss, consider and take appropriate action on awarding RFP # 1704-158 Historic Courthouse Sidewalk Paver Project to the overall best respondent Westar Construction, Inc. and authorizing the execution of the agreement.

70. Discuss, consider, and take appropriate action on authorizing Purchasing Agent to advertise and receive sealed bids for CR 403 Bridge Riprap repair and replacement under IFB #1706-170

71. Discuss, consider and take appropriate action on authorizing the extension of Patient Monitoring Devices, #14IFB00212, for the same pricing, terms and conditions as the existing Contract for the term of August 26, 2017 - August 25, 2018, with Philips Healthcare.

72. Discuss, consider and take appropriate action on authorizing the extension of Limestone Rock Asphalt, #1506-008, for the same pricing, terms and conditions as the existing contract for the term of August 18, 2016 - August 17, 2017, with Vulcan Construction Materials, LLC.

73. Discuss, consider and take appropriate action on authorizing Purchasing Agent to advertise and receive sealed qualifications for Architect & Engineering Services for Inner Loop Annex Renovations under RFQ # 1706-171.

74. Discuss, consider and take appropriate action on awarding IFB # 1705-164, Juvenile Justice Center Parking Lot Fog Seal to the only bidder Alpha Paving Industries, LLC. and authorizing the agreement to be executed.

75. Discuss, consider, and take appropriate action on approving service agreement between Wireless CCTV and Williamson County for wireless surveillance services in the amount of $2,720.04 (pursuant to GSA schedule 84 contract number GS-07F-031DA) for the Office of Emergency Management, and authorizing the execution of the agreement.

76. Discuss, consider and take appropriate action on an order declaring and emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for Mobile Outreach Team Donations:

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367400	Donations	$1,000.00

77. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Mobile Outreach Team Donations:

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0341.003670	Use of Donations	$1,000.00

78. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity dut to unforeseeable circumstances and approve budget amendment to acknowledge additional revenues for the Mobile Outreach Team:

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.333220	Payments From Other Entities	$200.00

79. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve budget amendment to acknowledge additional expenditures for the Mobile Outreach Team:

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0341.001920	Medical School Stipend	$158.70
	0100.0341.002010	FICA	$12.14
	0100.0341.002020	Retirement	$21.22
	0100.0341.002050	Worker's Comp	$7.94

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)."

80. 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

81. 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 N. 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 Easement interests for the Brushy Creek Trail Project.
k) Discuss acquisition of property located at NEC of Toll 130 and Gattis School Rd.
l) Discuss the acquisition of a drainage easement for CR 108.
m) Discuss easement acquisitions from San Gabriel River Ranch Subdivision.
n) Discuss the acquisition of real property for CR 258.
o) Discuss the acquisition of real property for Seward Junction SE Loop.
p) Discuss the acquisition of real property for US 183.
q) Discuss the acquisition of real property for Hairy Man Rd.
r) Discuss the acquisition of real property for SW Bypass.
s) Discuss the acquisition of real property for Crossroad Acres.
t) Discuss proposed acquisition of real property on CR 138.
u) Discuss proposed acquisition of real property at Highland Springs Lane.
v) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.

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 possible sale or exchange of property at 350 Exchange Boulevard, Hutto, Texas

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

82. 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) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
l) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
m) Berry Springs Park and Preserve pipeline
n) 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
Commissary and the Williamson County Sheriff, In the United States District Court for the Western District of Texas – Austin Division
o) Law relating requests for the closure, abandonment or vacation of roadway(s) in the Woodland Park Subdivision.
p) Requirements relating to grant of easement to Lone Star Regional Water Authority on Hwy 95

83. 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).

84. 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)

85. Discuss and take appropriate action concerning economic development.

86. Discuss and take appropriate action concerning real estate.

87. 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) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
l) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
m) Berry Springs Park and Preserve pipeline
n) 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
o) Law relating requests for the closure, abandonment or vacation of roadway(s) in the Woodland Park Subdivision.
p) Requirements relating to grant of easement to Lone Star Regional Water Authority on Hwy 95

88. 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.

89. Comments from Commissioners.

_____
Dan A. Gattis, County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the _____ day of _____, 2017 at _____ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **5.**

Meeting Date: 07/11/2017

Line Item Transfer

Submitted By: Michael Pendley, Constable Pct. #1

Department: Constable Pct. #1

Agenda Category: Consent

Information

Agenda Item

Discuss and take appropriate action on line item transfer for Constable Pct 1

Background

Transfer money to cover LE equipment requested in FY17 but not purchased, due to having to outfit new officers with body armor.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0551.005730	Radio Equipment	1200.00
To	0100.0551.003008	LE Equipment	1200.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/22/2017 01:55 PM
Constable Pct. 1 (Originator)	Wendy Coco	07/06/2017 02:31 PM
Form Started By: Michael Pendley		Started On: 06/22/2017 01:48 PM
Final Approval Date: 07/06/2017		

Commissioners Court - Regular Session **6.**

Meeting Date: 07/11/2017

Line Item Transfer

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

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

Background

The A/C at the tennis center is out and they currently have no A/C. This system is a R22 system that would require about $700 in materials and half a day in labor to repair. Because this system is old and due for replacement we are recommending a new, energy efficient, R410 unit costing $3000. This transfer will cover the request.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	$3,000
To	0100-0509-004510	Facilities/Facility Repairs	$3,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/26/2017 08:15 AM
Form Started By: Ashlie Koenig		Started On: 06/23/2017 03:30 PM
Final Approval Date: 06/26/2017		

Commissioners Court - Regular Session **7.**

Meeting Date: 07/11/2017

Discuss, consider, and take appropriate action on a line item transfer for Emergency Communications

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

Department: Emergency Communications

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for Emergency Communications.

Background

WCEC is responsible for the systems within the ESOC. A hallway door was recently added to enhance / improve the overall internal security and access within the secured areas of the ESOC. This request is for the transfer of funds for two items related to this enhancement. The first is to cover the cost of installation of a door in the back hallway of the ESOC. The second is for the installation of electronic door locks and access badge readers for controlled access through the door.

Fiscal Impact

From/To	Acct No.	Description	Amount
From:	0100-0581-005300	Improvements >$5,000	$3,253.04
To:	0100-0581-004510	Facility Maint. & Repair	$3,253.04
From:	0100-0581-004500	Maintenance Contracts	$1,599.82
To:	0100-0581-004510	Facility Maint. & Repair	$1,599.82

Attachments

Invoice for EC Door

ESOC Door Lock Quote

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/28/2017 09:39 AM
Budget Office	Ashlie Koenig	06/29/2017 07:48 AM
Emergency Communications (Originator)	Scott Parker	06/30/2017 10:21 AM
Form Started By: Scott Parker		Started On: 06/27/2017 01:30 PM
Final Approval Date: 06/30/2017		

RSLMB INC. / DBA - THE GLASS & DOOR CO.
6601 S. LAKEWOODS DR.
SUITE -B
GEORGETOWN, TX 78633
512-868-5454 / FAX 512-868-5010

Invoice

Date 4/26/2017
Invoice # 05-16804

Bill To
WILLIAMSON COUNTY, TEXAS
MAINTENANCE DEPT.
GEORGETOWN, TX.
OFF. 512-943-1599 / DEWAYNE
254-654-1495
FAX 512-930-3313/ staylor@wilco.org

Ship To
ESOC
911 TRACY CHAMBERS WAY
GEORGETOWN, TX.
CONTACT: GARY WILSON

P.O. #
Terms Net 15

Ship Date 4/26/2017
Due Date 5/11/2017
Other

Charge to: 0100-0581-004510 - Facilities Maint. & Repairs

Item	Description	Qty	Price	Amount
12 COMMER...	5'3" X 8'11" CLEAR COMMERCIAL ENTRY DOOR W/ TRANSOM INSTALLED AS LISTED BELOW MATERIAL LIST: 1 3/4" X 4 1/2" CLEAR FRAME 1/4" CLEAR TEMPERED SAFETY GLASS 3'0" X 7'0" COMMERCIAL BUTT HINGE DOOR W/ TRANSOM 2'3" X 8'11" SIDELITE STANDARD PUSH PULL & LOCK HARDWARE SURFACE MOUNTED CLOSER JOB ADDRESS: ESOC 911 TRACY CHAMBERS WAY GEORGETOWN, TX.	1	1,986.10	1,986.10T

APPROVED FOR PAYMENT
Authorized Signature
June 5, 2017
Date
0100-0581-004510
Budget Line Item
$1986.10
Amount

THANK YOU FOR YOUR BUSINESS

Subtotal	$1,986.10
Sales Tax (0.0%)	$0.00
Total	$1,986.10
Payments/Credits	$0.00
Balance Due	$1,986.10

RSLMB INC. / DBA - THE GLASS & DOOR CO.
baker132065@hotmail.com
(512)868-5454
(512)868-5010

Customer Installation Agreement

Name: Williamson County ESOC ("Customer")
Address: 911 Tracy Chambers Ln., Georgetown, TX 78626

Contact: Gary Wilson

Date: 4/7/2017

STANLEY Convergent Security Solutions, Inc. ("SCSS") hereby proposes to furnish labor and materials for the installation of an electronic security/integrated solution system in accordance with the specifications below:

Transaction & System Information

Name of Project: Wilco ESOC - add in & out cardreaders in corridor
Transaction Type: Add/Upgrade
System Information: Integrated Solution
Expected approximate date of commencement of project: June 1, 2017
Expected approximate date of completion of project: June 5, 2017

Customer to Provide

Equipment

Quantity	Part Number	Description
2	921PNNNEK20000	RDR, RPK40, MULTICLASS, SE REV E, KPD, STD PROX, SIO, WIEGAND, PIG, BLK, STD 2 SECURITY, LED RED, FLASH GRN, BZR ON, IPM OFF, KPF-4-BIT, 32 BIT
1	LNL-1320	Dual Reader Interface Module (Series 2 -Supports OSDP Readers) - 12/24 VDC; 2 Reader interface; W/M; 8 inputs; 6 (5A) form C relays ; RoHS; CE; C-Tick and UL294 certified
1	10MAGLOCK1ULST	1200 lb Single lock, UL, LED Bond Status, Timer, 12/24 VDC, with STANLEY LOGO
2	SF-UB1PN	UNIV BUTTON W/PNEUMATIC TIMER
1	947BR	Recessed Steel Door Contact, 1in, 5FT Leads, BR-Brown

Equipment Notes

Stanley Security Solutions will furnish and install "in" & "out" cardreader/keypad on a corridor at the Williamson County ESOC building.

Headend panel - Server Room 76

1 Dual Reader Interface module

Corridor Door

2 Multiclass cardreader/keypad
1 Maglock
2 REX pushbuttons
1 Door contact

License Information (as of 10/03/2016): **AK** 1003300; 104891: **AL** 888, 1278, 1322; 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682: **AZ** ROC204975: **AR** 0329770517; CMPY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600: **CA** 848019 - C10, C28; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814: **CT** ELC.0184651-L5: **DE** 04-158; FAL-0001: **FL** EF0000772: **GA** 439701: **IA** AC-211: **ID** 015830; 022726-AA-4: **IL** 127001274: **KY** 338: **LA** F1162; F875; F1277; 61931: **MA** 7129C: **MD** 107-1828; 259: **MI** 5103306; 3601205772: **MN** TS01238: **MS** 19207-SC; 15024172: **MT** FPL-BEL-000132: **NC** 23471 SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 4901 Glenwood Ave, Ste 200, Raleigh, NC 27612 (919)788-5320: **NJ** 1074485; 659423; 34BF00017200: **NM** 374554: **NV** F400; F401; 0071024; 0078001: **NY** 12000293169, Licensed by NYS Dept. of State: **OH** 53-89-1512: **OK** 953: **OR** 161567: **PA** 032736: **RI** 9448A; TSC 4996; AC-004956: **SC** FAC3387; BAC5501: **TN** 1180; 1540; 1448; 1650; 1446; CE-D 65528: **TX** ACR2639; ECR1821; B02140: **UT** 5704068-6501: **VA** 2705-087235A, 11-5481: **WA** STANLCS925MZ: **WV** 045298: **WI** 969322: **WY** LV-G-23879.REV (2016.10.03) Q-00821184

Theory of Operation

Investment Type: STANLEY Security Direct

Pricing and Deposit Terms

Payment Terms: All invoices are due thirty (30) days after date of the invoice. No retainage is permitted.

Transaction Information: Add/Upgrade
Warranty Duration: One Year

Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid.

Total Installation Price*: $3,843.00 USD

Up-front Deposit*:

Progress Payments*:

Balance Due Upon Completion*:

Prices do not include taxes

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions attached hereto are satisfactory and are hereby accepted. The terms and conditions as set forth herein and on the attached page shall supersede any conflicting terms, or any additional terms furnished by SCSS. Purchase Orders may be issued for billing purposes only and any terms, conditions or changes included in such Purchase Orders shall have no force or effect. SCSS is authorized to do the work as specified. Payment will be made as outlined above.

STANLEY Convergent Security Solutions, Inc. Customer: Williamson County ESOC

Security Representative (Sign)

Customer (Sign)

Security Representative (Print)

Customer (Print)

Title

STANLEY Authorized Manager (Sign)

STANLEY Authorized Manager (Print)

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Terms and Conditions

WARRANTY

SCSS warrants that the equipment will be free from defects in material and workmanship for a period of One Year from the date the system is placed into operation. If during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced free of charge. Warranty repair is done 8 am-4pm Monday through Friday, excluding holidays. This warranty will not apply if the damage or malfunction occurs because the system has been adjusted, added to, altered, abused, misused or tampered with by Customer.

DISCLAIMER OF ALL OTHER WARRANTIES: EXCEPT FOR THE FOREGOING LIMITED EQUIPMENT WARRANTY DESCRIBED ABOVE, SCSS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IT IS EXPRESSLY AGREED THAT UNDER NO CIRCUMSTANCES SHALL SCSS BE HELD LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, WHETHER ARISING UNDER ALLEGED BREACH OF AGREEMENT, NEGLIGENCE, STRICT LIABILLITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND SCSS'S LIABILITY SHALL BE STRICTLY LIMITED AS STATED ABOVE.

License Information (as of 10/03/2016): **AK** 1003300; 104891: **AL** 888, 1278, 1322; 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682: **AZ** ROC204975: **AR** 0329770517; CMPY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600: **CA** 848019 - C10, C28; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814: **CT** ELC.0184651-L5: **DE** 04-158; FAL-0001: **FL** EF0000772: **GA** 439701: **IA** AC-211: **ID** 015830; 022726-AA-4: **IL** 127001274: **KY** 338: **LA** F1162; F875; F1277; 61931: **MA** 7129C: **MD** 107-1828; 259: **MI** 5103306; 3601205772: **MN** TS01238: **MS** 19207-SC; 15024172: **MT** FPL-BEL-000132: **NC** 23471 SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 4901 Glenwood Ave, Ste 200, Raleigh, NC 27612 (919)788-5320: **NJ** 1074485; 659423; 34BF00017200: **NM** 374554: **NV** F400; F401; 0071024; 0078001: **NY** 12000293169, Licensed by NYS Dept. of State: **OH** 53-89-1512: **OK** 953: **OR** 161567: **PA** 032736: **RI** 9448A; TSC 4996; AC-004956: **SC** FAC3387; BAC5501: **TN** 1180; 1540; 1448; 1650; 1446; CE-D 65528: **TX** ACR2639; ECR1821; B02140: **UT** 5704068-6501: **VA** 2705-087235A, 11-5481: **WA** STANLCS925MZ: **WV** 045298: **WI** 969322: **WY** LV-G-23879.REV (2016.10.03) Q-00821184

ADDITIONAL CHARGES:

1. All prices quoted do not include sales tax unless specifically written on the face of the proposal.
2. Unless otherwise stated in the proposal, the price quoted is FOB shipping point. All shipments will be UPS ground, unless otherwise specified.
3. Applicable permitting fees will be billed on a pass-through basis.
4 The price quoted assumes installation will be performed during SCSS's normal working hours and using its own personnel. If Customer requests the installation or any part thereof to be performed outside ordinary business hours or, if the installation must be performed by outside contractors, or SCSS's wage rates do not apply as a result of prevailing wage requirements, or otherwise, then the installation charge will be adjusted accordingly.
5. Any changes to the system required by any government agency or Authority Having Jurisdiction will be billed to Customer, and are not the responsibility of SCSS.

INSURANCE:

SCSS shall purchase and maintain without interruption from date of commencement of the work throughout the end of the contract period or completion of SCSS's work, whichever occurs later, insurance on its performance of the Work as set forth below:

1. Worker's Compensation insurance meeting statutory requirements of the state in which the work is to be performed and containing Employers' Liability insurance with limits of $1,000,000 for each accident/disease.
2. Comprehensive Auto Liability insurance on an occurrence basis covering all SCSS owned, non-owned, and hired vehicles with a combined single limit of $1,000,000 for each occurrence for bodily injury, including death, to any one person and $500,000 for each occurrence of property damage.
3. Comprehensive General Liability, including contractual liability, insurance providing coverage of $1,000,000 for each occurrence and $2,000,000 in the aggregate.
4. Umbrella/Excess Insurance with coverage of $1,000,000. Coverage shall apply to all the same risks as the underlying insurance policies listed above.
5. SCSS will name Customer as additional insured to the extent of SCSS's negligence on its general liability and automobile policies.
6. SCSS shall provide certificates of insurance evidencing the foregoing insurance is in effect at the request of Customer.

INDEMNIFICATION:

SCSS will hold Customer, its officers, directors, agents and employees harmless from damage, liability and expense to the extent resulting from the negligent acts or omissions of SCSS, its agents or employees, during and within the scope of employment of such persons while they are on Customer's premises performing the installation work. Notwithstanding the foregoing, SCSS shall have no liability or obligation to indemnify for damage, liability or expense resulting from or due to occurrences and/or the consequences there from that the system is intended to detect, prevent or record, including any such loss or damage which may be occasioned or caused by the improper working or malfunctioning of the system. In no event will SCSS, its employees, agents or representatives be responsible for consequential, incidental or special damages or for the negligence of others.

PROPRIETARY PROTECTION.

Any computer application program and/or documentation, collectively referred to as "Software", that is provided by SCSS under this agreement, is owned by SCSS, its affiliates or one of its OEM's and is protected by United States and international copyright laws and international treaty provisions. Any breach of this agreement will automatically terminate the Customer's right to use this Software, and the Customer is obligated to immediately return such Software to SCSS. Customer may not copy the Software for any reason other than per the dictates of any end user software license agreement. Customer may not reverse-engineer, disassemble, decompile or attempt to discover the source code of any Software. Customer acknowledges that any breach of this section shall result in irreparable injury to SCSS for which the amount of damages would be unascertainable. Therefore, SCSS may, in addition to pursuing any and all remedies provided by law, obtain an injunction against Customer from any court having jurisdiction, restraining any violation of this section.

License Information (as of 10/03/2016): **AK** 1003300; 104891: **AL** 888, 1278, 1322; 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682: **AZ** ROC204975: **AR** 0329770517; CMPY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600: **CA** 848019 - C10, C28; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814: **CT** ELC.0184651-L5: **DE** 04-158; FAL-0001: **FL** EF0000772: **GA** 439701: **IA** AC-211: **ID** 015830; 022726-AA-4: **IL** 127001274: **KY** 338: **LA** F1162; F875; F1277; 61931: **MA** 7129C: **MD** 107-1828; 259: **MI** 5103306; 3601205772: **MN** TS01238: **MS** 19207-SC; 15024172: **MT** FPL-BEL-000132: **NC** 23471 SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 4901 Glenwood Ave, Ste 200, Raleigh, NC 27612 (919)788-5320: **NJ** 1074485; 659423; 34BF00017200: **NM** 374554: **NV** F400; F401; 0071024; 0078001: **NY** 12000293169, Licensed by NYS Dept. of State: **OH** 53-89-1512: **OK** 953: **OR** 161567: **PA** 032736: **RI** 9448A; TSC 4996; AC-004956: **SC** FAC3387; BAC5501: **TN** 1180; 1540; 1448; 1650; 1446; CE-D 65528: **TX** ACR2639; ECR1821; B02140: **UT** 5704068-6501: **VA** 2705-087235A, 11-5481: **WA** STANLCS925MZ: **WV** 045298: **WI** 969322: **WY** LV-G-23879.REV (2016.10.03) Q-00821184

Commissioners Court - Regular Session **8.**

Meeting Date: 07/11/2017

LIT County Courts at Law

Submitted By: Sharrion Threadgill, County Court At Law #4

Department: County Court At Law #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for All County Courts at Law.

Background

Additional funds are needed for the payment of Ad Litems.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0425-004131	Family	30,000
To	0100-0425-004136	Probate / Mental Health	30,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/28/2017 09:39 AM
Budget Office	Ashlie Koenig	06/29/2017 07:48 AM

Form Started By: Sharrion Threadgill Started On: 06/26/2017 10:24 AM

Final Approval Date: 06/29/2017

Commissioners Court - Regular Session **9.**

Meeting Date: 07/11/2017

Line Item Transfer for County Sheriff

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

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

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

Background

There has been additional maintenance done to the Sheriff's Office that was not included in the County's Facilities Maintenance & Repair budget for lighting on the new Sheriff's badge located outside the building on the HQ side and jail side. The cost for this lighting is $616.31.The hallways at HQ has been repainted by the SO and the cost for paint was $827.62 We have been advised by the auditor's office that these items must be charged to line item 4510 and 560 does not have any funds available in this line item.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.005730	Radio Equipment > $5,000	1443.93
To	0100.0560.004510	Facilities Maint & Repairs	1443.93

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	07/05/2017 03:07 PM
Budget Office	Ashlie Koenig	07/06/2017 08:47 AM
Form Started By: Starla Hall		Started On: 06/29/2017 10:00 AM
Final Approval Date: 07/06/2017		

Commissioners Court - Regular Session **10.**

Meeting Date: 07/11/2017

Line Item Transfer

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

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

Background

The Auditor's Office was made aware of a DSRIP program monitoring fee just recently that was not previously budgeted for. This transfer will cover the fee. Budgets for FY 18 have been adjusted accordingly.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0630-004905	Hlth Dist/Payment for Indigent	$1600.26
To	0100-0630-004910	Hlth Dist/DSRIP	$1600.26

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	07/05/2017 03:10 PM
Form Started By: Ashlie Koenig		Started On: 07/05/2017 11:36 AM
Final Approval Date: 07/05/2017		

Commissioners Court - Regular Session **11.**

Meeting Date: 07/11/2017

Line item transfer

Submitted For: Jarred Thomas **Submitted By:** Jarred Thomas, Emergency Management

Department: Emergency Management

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Emergency Management.

Background

Additional funding required for vehicle maintenance. Secondary to an accident resulting in damage to the command bus, unbudgeted funds have been needed for insurance deductible, travel, and per diem transporting the bus to and from the manufacturer in Ohio. Additionally, maintenance on the vehicle, best performed by the manufacturer, is needed on the bus to maintain to ensure maximum operational readiness.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0541-004414	Vehicle Insurance	5000
To	0100-0541-004541	Vehicle Maintenance	5000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	07/05/2017 03:11 PM
Budget Office	Ashlie Koenig	07/06/2017 08:57 AM
Form Started By: Jarred Thomas		Started On: 07/05/2017 09:16 AM
Final Approval Date: 07/06/2017		

Commissioners Court - Regular Session **12.**

Meeting Date: 07/11/2017

Discuss, consider and take appropriate action on a line item transfer for the Constable Pct. 2

Submitted By: Tammy Smith, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the Constable Pct. 2

Background

Existing FP Mailing Postage Meter no longer supported by vendor. New Pitney-Bowes Postage Meter and lease was established through Wilco Purchasing. Due to overlap in billing from transition from old meter to new meter and increased lease cost of new meter a shortfall in funding in line item 0100-0552-004216 occurred. In order to address the shortfall we are requesting the above transfer of funds.

Fiscal Impact

From/To	Acct No.	Description	Amount
From:	0100-0552-003002	vehicle equipment	900.00
To:	0100-0552-004216	postage meter rental/supplies	900.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/06/2017 09:50 AM
Budget Office	Ashlie Koenig	07/06/2017 11:20 AM
Form Started By: Tammy Smith		Started On: 07/05/2017 01:37 PM
Final Approval Date: 07/06/2017		

Commissioners Court - Regular Session **13.**

Meeting Date: 07/11/2017

Discuss and consider approving a line item transfer for Constable Precinct 2.

Submitted By: Tammy Smith, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Constable Precinct 2.

Background

On June 30th, 2017, a Writ of Sequestration was issued by Justice Court Precinct Two requiring the Precinct 2 Constable's Office to seize, move and store all furniture and other items named in the order from a residence and hold them until a hearing awards the items to one of the parties in the suit. This necessitates our office obtaining the services of a bonded moving company and storage facility to move and store the seized property. By law, the party awarded the property in the hearing would then be responsible for reimbursing our office for the total funds expended by our office for the moving and storage of the items. This type of expenditure is not covered under any other budget line item therefore necessitating the fund transfer request.

Fiscal Impact

From/To	Acct No.	Description	Amount
From:	0100-0552-003002	Vehicle Equipment	900.00
To:	0100-0552-004100	Prof Services	900.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/06/2017 09:50 AM
Budget Office	Ashlie Koenig	07/06/2017 11:23 AM
Form Started By: Tammy Smith		Started On: 07/06/2017 09:14 AM
Final Approval Date: 07/06/2017		

Commissioners Court - Regular Session **14.**

Meeting Date: 07/11/2017

Line Item Transfer

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for DPS Georgetown.

Background

A radio was transferred from DPS Cedar Park to DPS Georgetown but the fees were not. This LIT will cover the monthly radio fees associated with the transfer. The DPS Georgetown budget has been revised accordingly for FY 18.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	$676.32
To	0100-0562-004850	DPS Gtwn/Radio Fees	$676.32

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/06/2017 12:47 PM
Form Started By: Ashlie Koenig		Started On: 07/06/2017 11:16 AM
Final Approval Date: 07/06/2017		

Commissioners Court - Regular Session **15.**

Meeting Date: 07/11/2017

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

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Comp Item

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Tara Raymore	07/06/2017 11:48 AM
County Judge Exec Asst.	Wendy Coco	07/06/2017 12:49 PM
Form Started By: Kristy Sutton		Started On: 07/05/2017 01:43 PM
Final Approval Date: 07/06/2017		

Department	PCN	EE ID	Budget Amount	*Requested Amount	Change Amount	% Change	Reason for Change	Available Funds	Earliest Oracle Effective Date
911 Communications	0154	14162	$37,641.84	0	0	0	Title, Grade change: Telecommunication Officer Trainee (B.20) to Telecommunications Officer I (B.21) - Career Ladder Progression as approved during budget	N/A	6/30/2017
911 Communications	0121	14161	$39,571.27	0	0	0	Title, Grade change: Telecommunication Officer Trainee (B.20) to Telecommunications Officer I (B.21) - Career Ladder Progression as approved during budget	N/A	6/30/2017
911 Communications	0151	14164	$39,571.27	0	0	0	Title, Grade change: Telecommunication Officer Trainee (B.20) to Telecommunications Officer I (B.21) - Career Ladder Progression as approved during budget	N/A	6/30/2017
911 Communications	0131	Vacant	$42,388.76	0	0	0	Title, Grade change: Telecommunication Officer II (B.22) to Telecommunications Officer III (B.23) - Career Ladder Progression as approved during budget	N/A	6/30/2017
Road and Bridge	1532	Vacant	$34,500.00	$33,500.00	($1,000.00)	-2.90%	Title, Grade change: Operator II (B.19) to Operator I (B.17) and salary decrease to vacant position	TO Unallocated	6/30/2017
Sheriff's Office	1678	Vacant	$62,402.91	$63,650.86	$1,247.95	2.00%	Salary increase to vacant position; from (L2.7)to (L2.8)to accommodate tenure	Unallocated	6/30/2017
Sheriff's Office	1232	Vacant	$33,306.00	$38,396.80	$5,090.80	15.28%	Increase vacant position salary	Unallocated	6/30/2017
Sheriff's Office	1228	Vacant	$30,272.24	$44,541.55	$14,269.31	47.14%	Title, Grade change, increase vacant position salary: Admin Tech SO (B.15) to Crime Analyst (B.25)	Unallocated	6/30/2017
Sheriff's Office	1635	Vacant	$91,868.40	0	0	0	Title Change Only: Lieutenant of Comm & EM to Lieutenant	N/A	6/30/2017

*Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session **16.**

Meeting Date: 07/11/2017

Sale to Insurance 7/11/2017

Submitted By: Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing (1) 2017 Chevy Tahoe to be Sold to Insurance, pursuant to Tx. Local Gov't code 263.152.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Sale to Insurance

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	07/05/2017 03:09 PM
Form Started By: Jayme Jasso		Started On: 07/03/2017 10:25 AM
Final Approval Date: 07/05/2017		

Vehicle Status Change

Reason for Status Change	ACCIDENT: see comments
Comments	TOTAL LOSS
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLCDEC6HR194109
Equipment/Door Number	SB1718
License Plate	JHC7581
Year	2017
Make	CHEVROLET
Model	TAHOE
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Tony Carter 6/19/2017 11:14 AM
Department Transfer	
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale to insurance
Fleet Comments	Total Loss. Sale to Insurance
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 6/19/2017 2:38 PM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 6/20/2017 2:49 PM
To be completed by Auditor's Office **Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.**	
Auditor's Authorized Employee Digital Signature	✔ Angela Schmidt 6/22/2017 10:28 AM
To be completed by Purchasing Department	
Fleet Comments	Total Loss. Sale to Insurance
Purchasing Department Signature Acknowledgement	✔ Jayme Jasso 6/22/2017 11:42 AM

Commissioners Court - Regular Session **17.**

Meeting Date: 07/11/2017

Asset Transfer 7/11/2017

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) 1998 Wells Cargo trailer, (1) 2003 Big Tex trailer, and (1) Wood table (see attached list) pursuant to Tx. Local Gov't code 263.152.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset Transfer 1

Asset Transfer 2

Asset Transfer 3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	07/05/2017 03:09 PM
Form Started By: Jayme Jasso		Started On: 07/03/2017 10:17 AM
Final Approval Date: 07/05/2017		

Vehicle Status Change

Reason for Status Change	TRANSFER (complete Receiving Department section)
Comments	We upgraded trailers and County Facilities needed a trailer so we are donating to them.
Department	542 - Hazmat
County VIN/Serial Number	1WC200J28W2035484
Equipment/Door Number	ZF9834
License Plate	9065129
Year	1998
Make	Wells Cargo
Model	1998 WELLS CARGO CW202-102
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Marty Herrin 6/7/2017 5:01 PM
Department Transfer	
Receiving Department Signature	✔ Gary Wilson 6/8/2017 9:33 AM
Budget Office Signature Acknowledgement	✔ Ashlie Koenig 6/8/2017 2:50 PM
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Transfer
Fleet Comments	Transfer from 542 to 509
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 6/9/2017 10:45 AM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 6/26/2017 1:26 PM
To be completed by Auditor's Office **Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.**	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Angela Schmidt 6/26/2017 4:18 PM
To be completed by Purchasing Department	
Fleet Comments	Transfer from 542 to 509
Purchasing Department Signature Acknowledgement	✔ Jayme Jasso 7/3/2017 10:01 AM

Vehicle Status Change

Reason for Status Change	TRANSFER (complete Receiving Department section)
Department	553 - Constable Pct 3
County VIN/Serial Number	4K8UX142631E99915
Equipment/Door Number	5310
License Plate	9064182
Year	2003
Make	BIG TEX
Model	70TV
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Theresa Lock 6/20/2017 9:36 AM
Department Transfer	
Receiving Department Signature	✔ Jeff Ivey 6/20/2017 12:36 PM
Budget Office Signature Acknowledgement	✔ Ashlie Koenig 6/20/2017 4:27 PM
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Transfer
Fleet Comments	Transfer from 553 to 210
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 6/21/2017 7:25 AM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 6/21/2017 8:11 AM
To be completed by Auditor's Office **Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.**	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Angela Schmidt 6/22/2017 9:38 AM
To be completed by Purchasing Department	
Fleet Comments	Transfer from 553 to 210
Purchasing Department Signature Acknowledgement	✔ Jayme Jasso 6/22/2017 11:34 AM

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	Wood Table			Working

Parties involved:

FROM (Transferor Department): Auction

Transferor - Elected Official/Department Head/ Authorized Staff:

Tony Hill
Print Name

Signature — 6/21/2017 Date

Contact Person:

Tony Hill
Print Name

943-3314
Phone Number

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WILLIAMSON COUNTY, TEXAS

TO (Transferee Department/Auction/Trade-in/Donee): Sheriff's Office 560

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

Chief Tim Ryle
Print Name

TRyle — 6-22-17
Signature Date

Contact Person:

Mary Johnson
Print Name

512.943.1313
Phone Number

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

Forward to County Auditor's Office

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

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

Commissioners Court - Regular Session **18.**

Meeting Date: 07/11/2017

Asset Destruction 7/11/2017

Submitted By: Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the disposal of (1) 2 drawer file cabinet on wheels through Destruction, pursuant to Tx. Local Gov't Code 263.152.

Background

This item is badly destroyed and not in usable, working condition. Purchasing Office Director decided it was acceptable to destroy item instead of trying to sell in Auction.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset Destruction

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	07/05/2017 03:09 PM
Form Started By: Jayme Jasso		Started On: 07/03/2017 10:30 AM
Final Approval Date: 07/05/2017		

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	2 drawer file cabinet on wheels			Non-Working

Parties involved:

FROM (Transferor Department): 0402 HR

Transferor - Elected Official/Department Head/ Authorized Staff:

Tara Raymore
Print Name

Signature Date

Contact Person:

Kristy Sutton
Print Name

943-1533
Phone Number

TO (Transferee Department/Auction/Trade-in/Donee): Disposal, unusable, damaged

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

NA
Print Name

Signature Date

Contact Person:

NA
Print Name

NA
Phone Number

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WILLIAMSON COUNTY, TEXAS

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

Forward to County Auditor's Office

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

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

Commissioners Court - Regular Session **19.**

Meeting Date: 07/11/2017

Asset Auction 7/11/2017

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 (2) 2011 Ford Crown Victoria's, (1) 2010 Ford Crown Victoria's, (1) 2008 Dodge Charger, (23) Monitor's, (9) Printer's, (2) Calculator's, (2) Phone's, (1) Keyboard/Mouse, (1) Pencil Sharpener, (1) Laptop, (3) Phone headset, (1) Set of computer speakers, (5) Mice, (1) Keyboard, (2) Flashlight's, (2) Sets of Reflective triangles, (1) Under desk 3 drawer cabinet, (1) TV Wall Mount, (1) Chair, (1) Desk, (1) LED bar for Crown Vic., (1) Wiper blade, (1) Jump Charger, (see attached list) pursuant to Tx. Local Gov't code 263.152.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset Auction 1

Asset Auction 2

Asset Auction 3

Asset Auction 4

Asset Auction 5

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	07/05/2017 03:09 PM
Form Started By: Jayme Jasso		Started On: 07/03/2017 10:37 AM
Final Approval Date: 07/05/2017		

Vehicle Status Change

Reason for Status Change	HIGH MILEAGE: List actual mileage in comments below
Comments	132,065
Department	560 - Sheriffs Office
County VIN/Serial Number	2FABP7BV9BX137664
Equipment/Door Number	SA1115
License Plate	1110311
Year	2011
Make	FORD
Model	CROWN VIC
Elected Official/Department Head/Authorized Staff Digital Signature	✓ James David 6/19/2017 10:04 AM
Department Transfer	
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
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
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 6/19/2017 2:46 PM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 6/20/2017 2:46 PM
To be completed by Auditor's Office **Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.**	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Angela Schmidt 6/22/2017 10:57 AM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✓ Jayme Jasso 6/22/2017 11:43 AM

Human Resources

Created by Williamson County Technology Services

Vehicle Status Change

Reason for Status Change	HIGH MILEAGE: List actual mileage in comments below
Comments	132,635
Department	560 - Sheriffs Office
County VIN/Serial Number	2FABP7BV0BX137665
Equipment/Door Number	SA1113
License Plate	1110312
Year	2011
Make	FORD
Model	CROWN VIC
Elected Official/Department Head/Authorized Staff Digital Signature	✓ James David 6/19/2017 10:03 AM
Department Transfer	
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
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
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 6/19/2017 2:52 PM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 6/20/2017 2:35 PM
To be completed by Auditor's Office **Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.**	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Angela Schmidt 6/22/2017 11:06 AM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✓ Jayme Jasso 6/22/2017 11:46 AM

Human Resources

Created by Williamson County Technology Services

Vehicle Status Change

Reason for Status Change	HIGH MILEAGE: List actual mileage in comments below
Comments	126,388
Department	560 - Sheriffs Office
County VIN/Serial Number	2FABP7BV9AX124329
Equipment/Door Number	SA1011
License Plate	1104079
Year	2010
Make	FORD
Model	CROWN VIC
Elected Official/Department Head/Authorized Staff Digital Signature	✓ James David 6/19/2017 10:04 AM
Department Transfer	
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
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
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 6/19/2017 2:56 PM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 6/20/2017 10:05 AM
To be completed by Auditor's Office **Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.**	
Auditor's Authorized Employee Digital Signature	✓ Angela Schmidt 6/22/2017 11:22 AM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✓ Jayme Jasso 6/22/2017 11:48 AM

Vehicle Status Change

Reason for Status Change	ACCIDENT: see comments
Comments	TOTAL LOSS
Department	560 - Sheriffs Office
County VIN/Serial Number	2B3LA43G48H185852
Equipment/Door Number	SA0815
License Plate	FJC9551
Year	2008
Make	DODGE
Model	CHARGER
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Tony Carter 6/19/2017 11:09 AM
Department Transfer	
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
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
Fleet Comments	TOTAL LOSS. SELL THROUGH AUCTION. MILEAGE 117,932
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 6/19/2017 9:25 AM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 6/20/2017 2:54 PM
To be completed by Auditor's Office **Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.**	
Auditor's Authorized Employee Digital Signature	✔ Angela Schmidt 6/22/2017 9:46 AM
To be completed by Purchasing Department	
Fleet Comments	TOTAL LOSS. SELL THROUGH AUCTION. MILEAGE 117,932
Purchasing Department Signature Acknowledgement	✔ Jayme Jasso 6/22/2017 11:38 AM

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Williamson County
Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
9	Dell monitors			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

June 22, 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

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JUN 22 2017
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

Contact Person:

Print Name

Phone Number

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

Forward to County Auditor's Office

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

Print Form

Williamson County
Asset Status Change Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	HP 4200N Printer	USGNN28642		Working
1	HP 4100N Printer	JPLGD44360		Working
1	HP 4100N Printer	JPLGD44362		Working

Parties involved:

FROM (Transferor Department): County Clerk

Transferor - Elected Official/Department Head/ Authorized Staff:

Nancy E. Rister
Print Name

Nancy E. Rister
Signature

Date

Contact Person:

Terri Countess
Print Name

+1 (512) 943-1976
Phone Number

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

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

Print Name

Signature

Date

Contact Person:

Print Name

Phone Number

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WILLIAMSON COUNTY, TEXAS

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

Forward to County Auditor's Office

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

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

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Williamson County
Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	HP Laserjet 3550	CNBR502753	I00170	Non-Working
2	Calculators	N/A	N/A	Working

Parties involved:

FROM (Transferor Department): Tax Assessor/Collector

Transferor - Elected Official/Department Head/ Authorized Staff:

Matt Johnson
Print Name

Signature — June 27, 2017 Date

Contact Person:

Judy Kocian
Print Name

+1 (512) 943-1954
Phone Number

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

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

Tony Hill
Print Name

Signature — Date

Contact Person:

Tony Hill
Print Name

Phone Number

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JUN 28 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 _____

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Williamson County
Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	HP 940C Printer CID	CN2671D146		Non-Working
1	AT&T 8101 phone CID			Non-Working
1	wireless keyboard/mouse (printing on keys missing)			Non-Working
1	Dell V725w printer	9c2f0s1		Non-Working
1	Lexmark X3470 (CONTINUED NEXT PAGE)	13060479664		Non-Working

Parties involved:

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

Transferor - Elected Official/Department Head/ Authorized Staff:

Chief Tim Ryle
Print Name

Signature — June 28, 2017 Date

Contact Person:

Peggy Braun
Print Name

+1 (512) 943-1312
Phone Number

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

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

Print Name

Signature — Date

Contact Person:

Print Name

Phone Number

RECEIVED
JUN 28 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 _____

Williamson County

Asset Status Change Form

Sale

Quantity	Description	Manufacturer ID #	County Tag	Condition
1	Dell V715 printer	CBDQBJ1		Working
1	Dell monitor			Non-working
1	Exacto Electric pencil sharpener			Working
1	Dell monitor			Working
1	Sony monitor			Working
1	HPDeskjet 6988	MY78S1R112		Non-working

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JUN 28 2017

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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Williamson County
Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Laptop with accessories and bag (retired by IT)	DELL, Model PP01L	B0QDG21	Working
3	Telephone hands free headsets with power cords	AVAYA, Model AWH75N		Non-Working
1	Telephone hands free set	PLANTRONICS, Model S10		Non-Working
1	Computer Speakers with power cord & connections	DELL		Working
5	Optical Computer Mouse (retired by IT)	DELL (3), ALASKA (1), SONY (1)		Working

Parties involved:

FROM (Transferor Department): Precinct 2 Constable's Office

Transferor - Elected Official/Department Head/ Authorized Staff:

William H. Beechinor - Chief Deputy
Print Name

William H. Beechinor 6/23/17
Signature Date

Contact Person:

Lt. Kevin Thomas
Print Name

+1 (512) 260-4278
Phone Number

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

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

Print Name

Signature Date

Contact Person:

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JUN 26 2017
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

Print Name

Phone Number

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

Forward to County Auditor's Office

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

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

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Williamson County
Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Computer keyboard (retired by IT)	DELL, Model RT7D10		Working
				Working
				Working
				Working
				Working

Parties involved:

FROM (Transferor Department): Precinct 2 Constable's Office

Transferor - Elected Official/Department Head/ Authorized Staff:

William H. Beechinor - Chief Deputy
Print Name

Signature 6/23/17 Date

Contact Person:

Lt. Kevin Thomas
Print Name

+1 (512) 260-4278
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
JUN 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

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	Flashlight	STREAMLITE, Model LITE BOX, S/N 732742		Non-Working
1	Flashlight	STREAMLITE, Model LITE BOX, S/N 746406		Non-Working
				Working
				Working
				Working

Parties involved:

FROM (Transferor Department): Precinct 2 Constable's Office

Transferor - Elected Official/Department Head/ Authorized Staff:

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Print Name

Signature

6/23/17 Date

Contact Person:

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JUN 26 2017
AUDITOR'S OFFICE
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- ○ DESTRUCTION due to Public Health / Safety
- SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
2	Two sets of 3 collapsible reflective warning triangles	STRATO-FLARE 219		Working
1	Rolling under desk 3 drawer cabinet	HON		Non-Working
1	TV Wall Mount for old style cathode ray tube TV	HOME VUE, Model PTW26, S/N 0205658		Working
1	Chair, waiting room style, black metal and grey fabric	VIRCO Model 88102G2		Working
1	Computer Desk, black metal, gray laminate top, w/keyboard inset	Unknown		Working

Parties involved:

FROM (Transferor Department): Precinct 2 Constable's Office

Transferor - Elected Official/Department Head/ Authorized Staff:

William H. Beechinor - Chief Deputy
Print Name

William H. Beechinor 6/23/17
Signature Date

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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)
4	17 inch computer monitors (retired by IT)	DELL, Model E178FPb, w/power cord & connections		Working
4	17 inch computer monitors (retired by IT)	DELL, Model 1707FPt, w/power cord & connections		Working
3	17 inch computer monitors (retired by IT)	DELL, Model 1704FPt, w/power cord & connections		Working
				Working
				Working

Parties involved:

FROM (Transferor Department): Precinct 2 Constable's Office

Transferor - Elected Official/Department Head/ Authorized Staff:

William H. Beechinor - Chief Deputy
Print Name

William H. Beechinor 6/23/17
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Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	LED directional bar for Crown Victoria	SHO-ME, Model 11-1041		Working
1	Wiper blade with arm, new in package for Crown Victoria	Car Quest 22-51		Working
1	Jump Charger	STANLEY, Model J309, 300 amp		Non-Working
				Working
				Working

Parties involved:

FROM (Transferor Department): Precinct 2 Constable's Office

Transferor - Elected Official/Department Head/ Authorized Staff:

William H. Beechinor - Chief Deputy
Print Name

William H. Beechinor 6/23/17
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If for Sale, the asset(s) was(were) delivered to warehouse on _____ by _____

Commissioners Court - Regular Session **20.**

Meeting Date: 07/11/2017

Justice of the Peace 4 JUNE 2017 Monthly Report

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

Department: J.P. Pct. #4

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP4 EOM JUNE 2017

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/06/2017 10:58 AM
Form Started By: Veronica Bolander		Started On: 07/06/2017 10:47 AM
Final Approval Date: 07/06/2017		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Judy Schier Hobbs, Justice of the Peace, Precinct 4, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of June, 2017.

JUDY SCHIER HOBBS
JUSTICE OF THE PEACE
PRECINCT FOUR

5th day of July, 2017 to certify which witness my hand and seal of office.

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

NOTARY PUBLIC in and for the State of Texas

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

Payment Register: Summary Section
Williamson County Justice of the Peace, Pct. 4
By Date 06/01/2017-06/30/2017

Date Printed: 6/30/2017
Time Printed: 5:18:35PM

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB 2398	CC	JT	CSR	OTHER	GL CODE
ABSTRACT	ABSTRACT OF JUDGMENT	2	25.00	25.00	0.00	25.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
DCERT	DEATH CERTIFICATE COPIES	2	40.00	40.00	0.00	40.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
EVICTION	EVICTION FILING FEE	58	1,400.00	1,400.00	125.00	825.00	0.00	0.00	450.00	0.00	0.00	0.00	0100-0000-341804
INDIGENT	CIVIL INDIGENT FEE	113	654.00	654.00	54.00	468.00	0.00	0.00	132.00	0.00	0.00	0.00	0399-0000-208822
SERVE 4	CONSTABLE PRECINCT 4 SEF	89	5,950.00	5,950.00	560.00	3,360.00	0.00	0.00	2,030.00	0.00	0.00	0.00	0100-0000-341904
SMALLCLAM	SMALL CLAIMS FILING FEE	6	150.00	150.00	25.00	25.00	0.00	0.00	100.00	0.00	0.00	0.00	0100-0000-341804
WRIT POSS	WRIT OF POSSESSION	8	40.00	40.00	0.00	30.00	0.00	0.00	10.00	0.00	0.00	0.00	0100-0000-341804
WSERVE 4	CONSTABLE PRECINCT 4 - W	8	1,200.00	1,200.00	0.00	900.00	0.00	0.00	300.00	0.00	0.00	0.00	0100-0000-341904

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

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB2398	CC	JAIL TIME	CSR	OTHER	GL CODE
AUTOPSY	COPIES OF AUTOPSIES	4	20.00	20.00	5.00	15.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
DCOPIES	DEATH CERTIFICATE COI	2	39.00	39.00	0.00	39.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
DEBTCLAIM	DEBTCLAIM	46	1,100.00	1,100.00	0.00	1,100.00	0.00	0.00	0.00	0.00	0.00	0.00	0100.0000.341804
DTO	DUE TO OTHERS	1	850.00	850.00	0.00	850.00	0.00	0.00	0.00	0.00	0.00	0.00	01-0100-0000-20700
EF	E-FILING STATE FEE	113	1,090.00	1,090.00	90.00	780.00	0.00	0.00	220.00	0.00	0.00	0.00	01-0399-0000-20802
OCC LICENSE	OCCUPATIONAL LICENSE	3	75.00	75.00	75.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100.0000.341804
TCF	TRUANT CONDUCT FEE	8	300.00	300.00	150.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	01-0369-0000-34191
TRUANCY CO	TRUANCY CONTEMPT FI	5	250.00	250.00	150.00	0.00	0.00	0.00	100.00	0.00	0.00	0.00	0100-0000-351304
VSPF	VITAL STATISTICS PRESE	2	15.00	15.00	0.00	15.00	0.00	0.00	0.00	0.00	0.00	0.00	01-0385-0000-34140
WRIT GARN	WRIT OF GARNISHMENT	2	10.00	10.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804

TOTALS SUMMARY	472	13,208.00	13,208.00	1,234.00	8,482.00	0.00	0.00	3,492.00	$0.00	0.00	0.00

Direct Deposit	$0.00				**HB2398**	$0.00	
Cash	$1,234.00				**CSR Credit**	$0.00	**Post for Refund** $0.00
Checks	$8,482.00				**Jail Credit**	$0.00	
Money Orders	$0.00						**Over Payments** $0.00
Credit Cards :	$3,492.00	**Escrow Payments**	$0.00	**Transaction Fee**	$0.00	**Non-Monetary**	$0.00

TOTAL CURRENCY	$13,208.00	ESCROW PAID	$0.00	TRAN. FEES	$0.00	TOTAL	$0.00	TOTAL PAID	$0.00

Detailed report has been sent to Auditor's Office.

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

Payment Register: GL Code Recap
Williamson County Justice of the Peace, Pct. 4
By Date 06/01/2017-06/30/2017

Date Printed: 6/30/2017
Time Printed: 5:18:35PM

GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERSDIRECT DEPOSIT		HB 2398	TOTALS
0100-0000-341804		1,164.00	560.00	0.00	0.00	0.00	1,724.00
0100-0000-341904		4,820.00	2,330.00	0.00	0.00	0.00	7,150.00
0100-0000-351304		150.00	100.00	0.00	0.00	0.00	250.00
0100.0000.341804		1,175.00	0.00	0.00	0.00	0.00	1,175.00
0399-0000-208822		522.00	132.00	0.00	0.00	0.00	654.00
01-0399-0000-208022	E-FILING STATE FEE FOR CIVIL	870.00	220.00	0.00	0.00	0.00	1,090.00
01-0100-0000-207009	DUE TO OTHERS	850.00	0.00	0.00	0.00	0.00	850.00
01-0369-0000-341917	TRUANT CONDUCT FEE	150.00	150.00	0.00	0.00	0.00	300.00
01-0385-0000-341402	VITAL STATISTICS PRESERVATION	15.00	0.00	0.00	0.00	0.00	15.00
TOTALS :		9,716.00	3,492.00	0.00	0.00	0.00	13,208.00

Detailed report has been sent to Auditor's Office.

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

Payment Register: Summary Section
Williamson County Justice of the Peace, Pct. 4
By Date 06/01/2017-06/30/2017

Date Printed: 7/3/2017
Time Printed: 5:48:08PM

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB 2398	CC	JT	CSR	OTHER	GL CODE
AFC4	CONTABLE ARREST FEE PCT	1	5.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0100-0000-341914
AFCAF	COUNTY ARREST FEE	274	1,148.66	1,136.36	204.22	10.00	167.96	0.00	754.18	12.30	0.00	0.00	0100-0000-341804
AFDPS	DPS ARREST FEE	250	991.87	976.87	129.35	0.00	130.99	0.00	716.53	15.00	0.00	0.00	0399-0000-208400
AFPWA	PARKS & WILDLIFE ARREST	7	30.99	30.99	25.00	0.00	0.99	0.00	5.00	0.00	0.00	0.00	0399-0000-208400
CAF	COUNTY ARREST FEE	3	15.00	15.00	10.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0100-0000-341804
CS	CHILD SAFETY	6	87.00	87.00	47.00	0.00	0.00	0.00	40.00	0.00	0.00	0.00	0100-0000-341804
CVC	CRIME VICTIMS FUND	3	30.00	15.00	0.00	0.00	0.00	0.00	15.00	15.00	0.00	0.00	0399-0000-208300
DIS	DISMISSAL FEE	35	330.00	330.00	120.00	10.00	50.00	0.00	150.00	0.00	0.00	0.00	0100-0000-341804
DLQ	DELINQUENT COLLECTIONS	54	3,992.94	3,992.94	57.49	0.00	829.70	0.00	3,105.75	0.00	0.00	0.00	01.0100.0000.20701
DSC	DEFENSIVE DRIVING	125	1,201.17	1,201.17	197.11	0.00	485.10	0.00	518.96	0.00	0.00	0.00	0100-0000-341804
FINE	FINE	721	65,339.83	61,477.93	8,507.80	394.90	5,682.13	0.00	46,893.10	3,861.90	0.00	0.00	0100-0000-351304
JCPT	JUDICIAL COURT PERSONNE	3	4.00	2.00	0.00	0.00	0.00	0.00	2.00	2.00	0.00	0.00	0399-0000-208500
PWF	PARKS AND WILDLIFE FINE	6	437.00	437.00	183.00	0.00	97.00	0.00	157.00	0.00	0.00	0.00	0100-0000-209600
TFC	TRAFFIC	392	982.06	970.06	141.63	3.00	166.64	0.00	658.79	9.00	3.00	0.00	0100-0000-341804

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Detailed report has been sent to Auditor's Office.

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB2398	CC	JAIL TIME	CSR	OTHER	GL CODE
AFC4.	CONTABLE ARREST FEE	3	15.00	10.00	5.00	0.00	0.00	0.00	5.00	0.00	5.00	0.00	0100-0000-341914
AWF	AUSTIN POLICE DEPARTI	1	7.50	7.50	0.00	0.00	0.00	0.00	7.50	0.00	0.00	0.00	0100-0000-341804
BOND	CASH BOND	1	428.60	428.60	0.00	428.60	0.00	0.00	0.00	0.00	0.00	0.00	01-0100-0000-20700
C1W.	CONSTABLE 1 WARRANT	5	25.54	25.54	0.00	0.00	0.00	0.00	25.54	0.00	0.00	0.00	0100-0000-341911
C3W.	CONSTABLE 3 WARRANT	8	281.78	281.78	0.00	0.00	13.14	0.00	268.64	0.00	0.00	0.00	0100-0000-341913
C4W	CONSTABLE 4 WARRANT	1	50.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	0.00	0100-0000-341914
C4W.	CONSTABLE 4 WARRANT	70	2,138.99	2,138.99	94.20	0.00	183.21	0.00	1,861.58	0.00	0.00	0.00	0100-0000-341914
CCC	CONSOLIDATED COURT (	588	18,762.87	18,407.47	3,194.48	80.00	2,514.74	0.00	2,618.25	315.40	40.00	0.00	0399-0000-208160
CHS	COURTHOUSE SECURITY	588	1,411.17	1,382.79	239.69	6.00	188.62	0.00	948.48	25.38	3.00	0.00	0360-0000-341150
CHS2A	COURTHOUSE SECURITY	574	461.87	454.41	79.90	2.00	62.87	0.00	309.64	6.46	1.00	0.00	0361-0000-341154
CMI	CORRECTIONAL MANAG	3	1.00	0.50	0.00	0.00	0.00	0.00	0.50	0.50	0.00	0.00	0399-0000-208730
COM	COMMITMENT	41	137.49	95.19	25.59	0.00	18.78	0.00	50.82	37.30	5.00	0.00	0100-0000-341804
CSF	CHILD SAFETY FUND	2	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0365.0000.341161
CWF	WILLIAMSON COUNTY W	25	893.06	769.86	251.87	0.00	100.00	0.00	417.99	123.20	0.00	0.00	0100-0000-341804
FA	FUGITIVE APPREHENSIOI	3	10.00	5.00	0.00	0.00	0.00	0.00	5.00	5.00	0.00	0.00	0399-0000-208170
GTWF	GEORGETOWN POLICE D	1	50.00	50.00	0.00	0.00	0.00	0.00	50.00	0.00	0.00	0.00	0100-0000-341804
GWF	GRANGER POLICE DEPAF	3	150.00	150.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0100-0000-341804
HWF	HUTTO POLICE DEPARTM	1	11.88	11.88	0.00	0.00	11.88	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
IDF	INDIGENT DEFENSE FEE	574	923.80	908.88	159.79	4.00	125.76	0.00	619.33	12.92	2.00	0.00	0399.0000.208703
JCD	JUVENILE CRIME & DELI	3	1.00	0.50	0.00	0.00	0.00	0.00	0.50	0.50	0.00	0.00	0399-0000-208180
JCM	JUVENILE CASE MANAGI	563	2,274.56	2,242.26	394.49	10.00	304.34	0.00	1,533.43	27.30	5.00	0.00	0103690000370000
JCTF	JUSTICE COURT TECHNO	588	1,881.55	1,843.71	319.60	8.00	251.46	0.00	1,264.65	33.84	4.00	0.00	0372-0000-341144
JRF	STATE JURY REIMBURSE	574	1,847.55	1,817.71	319.60	8.00	251.46	0.00	1,238.65	25.84	4.00	0.00	0399-0000-208235
JSF	JUDICIAL SUPPORT FEE	574	2,771.30	2,726.54	479.38	12.00	377.21	0.00	1,857.95	38.76	6.00	0.00	0399-0000-208352
LPDWF	LEANDER POLICE DEPAR	1	50.00	50.00	0.00	0.00	50.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
MISC REV	MISCELLANIOUS REVENI	1	3.00	3.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0100-0000-370500
MV	STATE CIVIL JUSTICE DA	392	33.35	32.95	5.49	0.10	5.69	0.00	21.67	0.30	0.10	0.00	0399-0000-208415
OGW	OVER GROSS WEIGHT	2	448.00	448.00	0.00	0.00	150.00	0.00	298.00	0.00	0.00	0.00	0399-0000-208850
OVER	OVER PAYMENT OF FINE	2	58.00	58.00	0.00	0.00	0.00	0.00	58.00	0.00	0.00	0.00	0100-0000-209700
REL	RELEASE	41	137.49	95.19	25.59	0.00	18.78	0.00	50.82	37.30	5.00	0.00	0100-0000-341804
RRWF	ROUND ROCK POLICE DE	4	62.57	62.57	0.00	0.00	19.97	0.00	42.60	0.00	0.00	0.00	0100-0000-341804
SJRF	STATE JURY REIMBURSE	7	10.00	10.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0399-0000-208235
SPF	SPECIAL PROCESSING FE	10	950.00	950.00	200.00	0.00	0.00	0.00	750.00	0.00	0.00	0.00	0100-0000-341804
STF	STATE TRAFFIC FEE	392	9,820.64	9,700.64	1,416.29	30.00	1,666.46	0.00	6,587.89	90.00	30.00	0.00	0399-0000-208425
SUB	SUBPOENA FEE	12	41.20	41.20	5.30	0.00	5.00	0.00	30.90	0.00	0.00	0.00	0100-0000-341914
SUM	SUMMONS FEE	46	195.59	190.59	48.00	0.00	10.00	0.00	132.59	5.00	0.00	0.00	0100-0000-341914
TP	TIME PAYMENT	142	2,100.95	1,850.95	195.60	0.00	260.37	0.00	1,394.98	225.00	25.00	0.00	0399-0000-208860
TPDF	TRUANCY PREVENTION .	527	869.97	857.97	149.04	4.00	117.98	0.00	586.95	10.00	2.00	0.00	01-0399-0000-20803
TWF	TAYLOR POLICE DEPART	5	200.00	50.00	0.00	0.00	50.00	0.00	0.00	100.10	49.90	0.00	0100-0000-341804
TWFIN	TOLLWAY ADMINISTRAT	12	473.66	473.66	52.90	0.00	0.00	0.00	420.76	0.00	0.00	0.00	0100-0000-207027

Detailed report has been sent to Auditor's Office.

TOTALS SUMMARY	8270	124,586.45	119,306.15	17,284.40	1,010.60	14,371.23	0.00	86,639.92	$5,090.30	190.00	0.00

Direct Deposit	$0.00			**HB2398**	$0.00	
Cash	$17,284.40			**CSR Credit**	$190.00	**Post for Refund** $0.00
Checks	$1,010.60			**Jail Credit**	$5,090.30	**Over Payments** $0.00
Money Orders	$14,371.23					
Credit Cards :	$86,639.92	**Escrow Payments**	$0.00	**Transaction Fee**	$0.00	**Non-Monetary** $0.00

TOTAL CURRENCY	$119,306.15	**ESCROW PAID**	$0.00	**TRAN. FEES**	$0.00	**TOTAL** $5,280.30	**TOTAL PAID** $0.00

Detailed report has been sent to Auditor's Office.

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

Payment Register: GL Code Recap
Williamson County Justice of the Peace, Pct. 4
By Date 06/01/2017-06/30/2017

Date Printed: 7/3/2017
Time Printed: 5:48:08PM

GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	HB 2398	TOTALS
01-0100-0000-207008		428.60	0.00	0.00	0.00	0.00	428.60
0100-0000-209600		280.00	157.00	0.00	0.00	0.00	437.00
0100-0000-209700		0.00	58.00	0.00	0.00	0.00	58.00
0100-0000-341804		2,385.12	3,646.66	382.10	0.00	0.00	6,413.88
0100-0000-341904		0.00	0.00	5.00	0.00	0.00	5.00
0100-0000-341911		0.00	25.54	0.00	0.00	0.00	25.54
0100-0000-341913		13.14	268.64	0.00	0.00	0.00	281.78
0100-0000-341914		350.71	2,030.07	60.00	0.00	0.00	2,440.78
0100-0000-351304		14,584.83	46,893.10	3,861.90	0.00	0.00	65,339.83
0100-0000-370500		3.00	0.00	0.00	0.00	0.00	3.00
0360-0000-341150		434.31	948.48	28.38	0.00	0.00	1,411.17
0361-0000-341154		144.77	309.64	7.46	0.00	0.00	461.87
0365.0000.341161		0.00	0.00	0.00	0.00	0.00	0.00
0372-0000-341144		579.06	1,264.65	37.84	0.00	0.00	1,881.55
0399-0000-208160		5,789.22	12,618.25	355.40	0.00	0.00	18,762.87
0399-0000-208170		0.00	5.00	5.00	0.00	0.00	10.00
0399-0000-208180		0.00	0.50	0.50	0.00	0.00	1.00
0399-0000-208235		579.06	1,248.65	29.84	0.00	0.00	1,857.55
0399-0000-208300		0.00	15.00	15.00	0.00	0.00	30.00
0399-0000-208352		868.59	1,857.95	44.76	0.00	0.00	2,771.30
0399-0000-208400		286.33	721.53	15.00	0.00	0.00	1,022.86
0399-0000-208425		3,112.75	6,587.89	120.00	0.00	0.00	9,820.64
0399-0000-208500		0.00	2.00	2.00	0.00	0.00	4.00
0399-0000-208730		0.00	0.50	0.50	0.00	0.00	1.00
0399-0000-208850		150.00	298.00	0.00	0.00	0.00	448.00
0399-0000-208860		455.97	1,394.98	250.00	0.00	0.00	2,100.95
0399.0000.208703		289.55	619.33	14.92	0.00	0.00	923.80
0399-0000-208415		11.28	21.67	0.40	0.00	0.00	33.35
0100-0000-207027		52.90	420.76	0.00	0.00	0.00	473.66
01.0100.0000.207017	DLQ FEE	887.19	3,105.75	0.00	0.00	0.00	3,992.94
0103690000370000	JUVENILE CASE MANAGER FUND	708.83	1,533.43	32.30	0.00	0.00	2,274.56
01-0399-0000-208034	TRUANCY PREVENTION AND DIVEI	271.02	586.95	12.00	0.00	0.00	869.97
TOTALS :		32,666.23	86,639.92	5,280.30	0.00	0.00	124,586.45

Detailed report has been sent to Auditor's Office.

Commissioners Court - Regular Session **21.**

Meeting Date: 07/11/2017

Donation

Submitted For: Melanie Denny **Submitted By:** Angela Schmidt, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss and take appropriate action on accepting a donation to Williamson County from Chelsea Pictures in the amount of $500.00.

Background

Chelsea Pictures donated $500.00 to the county for use of county facilities during filming on the square.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/29/2017 04:54 PM
Form Started By: Angela Schmidt		Started On: 06/29/2017 10:45 AM
Final Approval Date: 06/29/2017		

Commissioners Court - Regular Session **22.**

Meeting Date: 07/11/2017

Discuss and take appropriate action on accepting a donation to Williamson County from Karen Winget in the amount of $1,000.00

Submitted For: Annie Burwell **Submitted By:** Kelly Luna, EMS

Department: Outreach

Agenda Category: Consent

Information

Agenda Item

Discuss and take appropriate action on accepting a donation to Williamson County from Karen Winget in the amount of $1,000.00 that is to be applied to the Mobile Outreach Department's Narcan initiative, and to purchase a breathalyzer for the Mobile Outreach Department.

Background

This transaction corresponds with the agenda item created by Melanie Denny regarding Mobile Outreach. Per Melanie the donation has been posted to the general ledger. Karen Winget signed up for "Citizen Comments" on the 06/27/2017 agenda to praise the care she received from EMS, and to pledge a donation to further Mobile Outreach initiatives. This donation is the fruition of that pledge.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/06/2017 08:41 AM
Form Started By: Kelly Luna		Started On: 06/30/2017 03:10 PM
Final Approval Date: 07/06/2017		

Commissioners Court - Regular Session **23.**

Meeting Date: 07/11/2017

Vehicle Reimbursement Agreement for County Sheriff

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 Vehicle Reimbursement Agreement with Taylor Rodeo Association (Security/traffic control for rodeo)

Background

This agreement gives permission for Taylor Rodeo Association to contract County Deputies in a private capacity and the County to invoice them for deputies' vehicle usage.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Taylor Rodeo Association

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	07/05/2017 03:08 PM
Form Started By: Starla Hall		Started On: 06/30/2017 01:47 PM
Final Approval Date: 07/05/2017		

STATE OF TEXAS	§	**VEHICLE REIMBURSEMENT**
	§	**AGREEMENT WITH**
	§	**NON-GOVERNMENTAL**
	§	**ORGANIZATION**
	§	**REGARDING OFF-DUTY**
COUNTY OF WILLIAMSON	§	**CONTRACTING OF COUNTY DEPUTIES**

This Vehicle Reimbursement Agreement with Non-Governmental Organization Regarding Off-Duty Contracting of County Deputies (hereinafter, the "AGREEMENT") is entered into by and between the company/organization set forth on the signature page below (hereinafter, "NON-GOVERNMENTAL ORGANIZATION") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Law Enforcement Agency set forth on the signature page below (hereinafter, "LEA").

For and in consideration of the permission given by COUNTY for the NON-GOVERNMENTAL ORGANIZATION to contract in a private capacity DEPUTIES of the LEA (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. ***NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON-GOVERNMENTAL ORGANIZATION.***

2. **It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time).** If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.

3. Prior to the beginning of DEPUTIES contracting with the NON-GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy

from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three Hundred Thousand Dollars ($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on the JUNE 27, 20 17 and shall terminate on September 30, 20 17. Any extension of this AGREEMENT must be set forth in writing and signed by both parties.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.[1]

6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.

7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **$12.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).

8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten (10) days of the invoice date. Reporting must be submitted to:

LEA:	At the address set forth on signature page below.
COUNTY:	Williamson County Auditor's Office Attn: Finance Director 710 Main Street, Suite 301 Georgetown, Texas 78626

9. NON-GOVERNMENTAL ORGANIZATION agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

[1] It is the commissioners court that sets what compensation (and benefits) deputies are entitled to, which affects eligibility for off-duty work. Tex. Local Gov't Code § 152.011.

10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.

11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: TAYLOR RODEO ASSOCIATION

Signature: _____

Printed Name: JOHN CARTER

Title: PRESIDENT

Date: 6-27 , 2017

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Robert Chody

Signature of Official: _____

Date: 6-28-17 , 2017

Address of Office: 508 S. Rock St.
Georgetown , TX 78626

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____

Dan A. Gattis,
Williamson County Judge &
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Commissioners Court - Regular Session **24.**

Meeting Date: 07/11/2017

MOU and Standard Agreement with WCWSIDD #3 for County Sheriff

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 Williamson County Water, Sewer, Irrigation and Drainage District #3 for off-duty contracting of County Sheriff Deputies.

Background

This agreement gives permission for WCWSIDD #3 to contract County Deputies in a private capacity and the County to invoice WCWSIDD #3 for deputies' vehicle usage.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

MOU

Standard Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/06/2017 12:47 PM
Form Started By: Starla Hall		Started On: 07/06/2017 11:14 AM
Final Approval Date: 07/06/2017		

MEMORANDUM OF UNDERSTANDING
Patrol Services to be Performed within Williamson County Water, Sewer, Irrigation, and Drainage District No. 3

1. Background and Purpose.

   a. Section 49.216 of the Texas Water Code authorizes Williamson County Water, Sewer, Irrigation, and Drainage District No. 3 (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.

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. All Deputies must wear their official uniforms and utilize official equipment, including marked patrol cars, if applicable, while providing services within the District under the Off-Duty Services Agreement.

vi. 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 wellbeing of District residents and protection of District property. The Deputies are expected to establish "relationships" with District residents to foster trust and communication.

vii. 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.

viii. 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.

ix. 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.

x. 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.

xi. 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; 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 require 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 leaves his or her patrol assignment within the District, and returns 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.

6. Monthly timesheets of all assigned Deputies.

7. All daily activity reports of all assigned Deputies.

xii. 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 6th of JULY, **2017.**

WILLIAMSON COUNTY WATER, SEWER, IRRIGATION, AND DRAINAGE DISTRICT NO. 3

By: _____

Rance Richter, Board President

WILLIAMSON COUNTY SHERIFF'S OFFICE

By: _____

Robert Chody, 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").

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 _____ _____, 2017 and shall terminate on September 30, 2018, and will have three additional one (1) year automatic renewals. The AGREEMENT will automatically renew on October 1, 2018, October 1, 2019, and October 1, 2020. It must be revisited with proper approvals from the applicable governing bodies and elected official(s) for FY2022.

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: Williamson County Water, Sewer, Irrigation, and Drainage District No. 3
Signature: _____
Printed Name: Rance Richter
Title: President
Date: June 14, 2017

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff
Printed Name of Official: ROBERT CHODY
Signature of Official: _____
Date: JULY 6, 2017
Address of Office: 508 S ROCK ST
GEORGETOWN TX 78626

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____
Dan A. Gattis,
Williamson County Judge & Presiding Officer,
Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

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

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR CONFIRMATION OF BUDGETARY AUTHORIZATION RELATED TO USE OF VEHICLES FOR OFF-DUTY WORK[1]

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

[1] Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

Commissioners Court - Regular Session **25.**

Meeting Date: 07/11/2017

ADA Coord

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

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on designating the Sr. Director of Williamson County Human Resources as the Americans with Disabilities Act (ADA) Coordinator for Williamson County, in accordance with Title II of the ADA.

Background

Americans with Disabilities Act (ADA) Coordinators are responsible for coordinating how a government entity (such as Williamson County) complies with Title II of the ADA. ADA Coordinators are also responsible for investigating complaints filed alleging that the entity has violated Title II of the ADA. If a government entity has 50 or more employees, it is required to designate at least one employee to coordinate ADA compliance. A government entity may elect to have more than one. The law does not refer to this employee as an “ADA Coordinator,” but the term is commonly used in state and local government. In 1997, the Commissioners Court appointed the then acting Benefits Administrator to serve as the ADA Coordinator. This new designation is now necessary.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	07/05/2017 03:09 PM
Form Started By: Hal Hawes		Started On: 07/03/2017 09:54 AM
Final Approval Date: 07/05/2017		

Commissioners Court - Regular Session **26.**

Meeting Date: 07/11/2017

Sheriff's Office Training Center, P323 - PCO # 15

Submitted By: Gina Wrehsnig, Facilities Maintenance

Department: Facilities Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County Sheriff's Office Training Center Project; PCO #15, in the amount of $4,743.00 to be paid from the Allowance, for Irrigation Sleeves.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SOTC-PCO15

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/06/2017 08:41 AM
Form Started By: Gina Wrehsnig		Started On: 07/06/2017 07:25 AM
Final Approval Date: 07/06/2017		

COST ITEMIZATION

PCO NO. 15

PROJECT: Williamson County Sheriff's Office Training Center

CONSTR. MGR.: American Constructors, Inc.

DOCUMENT NAME: Irr Sleeves

DATE: 05/11/17

SUBJECT: Irrigation Sleeves

Funding Source Irrigation Allow

Extended Calender Days Requested:

ITEMIZED COST BREAKDOWN

DESCRIPTION--Use Separate line for each item

Sub Name	*Work Description*	FIRM	ESTIMATED	TOTAL
Riata	**Irrigation Sleeves**	**$4,743.00**		**$4,743.00**

***** Quote backup for sub pricing is attached*****

Total **$4,743.00**

Note:

The cost proposal as shown above is only inclusive of the cost of the work for this change proposal. If unforseen conditions are encountered these costs may be revised and re-submitted. The Construction Manager's cost of bonds, insurance, and fee will be included at the rate stipulated in the contract in the final reconciliation and/or owner change order.

This Cost Proposal has no impact on the GMP of $7,994,640.00.

David A. Achterberg — Brinkley Sargent Wiginton Architects — Date

Gary Wilson 5.30.17 — Williamson Country — Date

07-05-2017

Riata Landscape Services

1455 Hwy 29 East
PO Box 318
Bertram, TX 78605

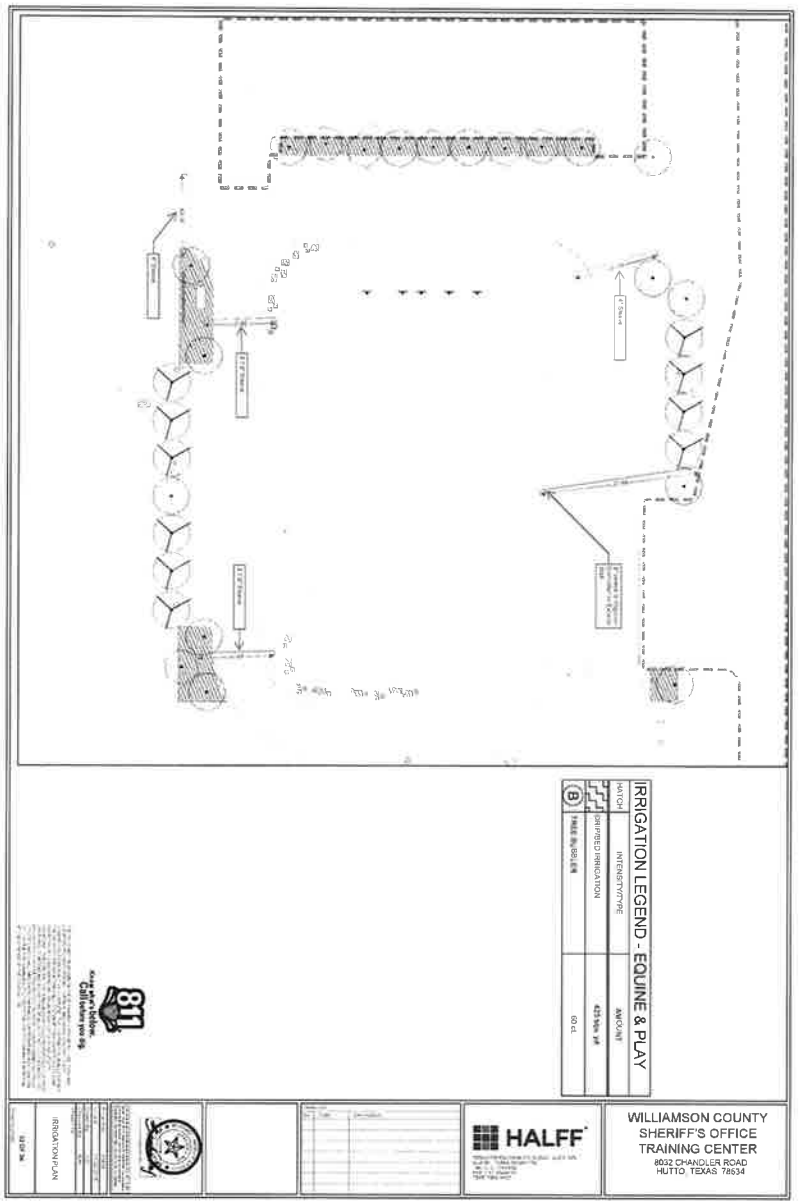
Invoice

Date	Invoice #
4/17/2017	1677

Bill To
American Constructors Holding Co. 11900 West Parmer Lane Suite 200 Cedar Park, TX 78613

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	Williamson County Sheriff's Training Center		
	Irrigation sleeve installation.	4,743.00	4,743.00
		Total	$4,743.00



WILLIAMSON COUNTY
SHERIFF'S OFFICE TRAINING CENTER
8160 CHANDLER ROAD, HUTTO, TX 78634

C32

IRRIGATION PLAN

BID ISSUE

BRINKLEY SARGENT WIGINTON ARCHITECTS

Dustin Wiegers

From: Bob Lubecker <rlubecker@wilco.org>
Sent: Thursday, March 30, 2017 1:11 PM
To: Grant Huling
Cc: Dustin Wiegers
Subject: RE: Irrigation Sleeve Locations

Can we make all of the sleeves 4"?

Locations are fine, just need to clarify pipe sizes.

Bob Lubecker
Project Manager
Williamson County Facilities
3101 SE Inner Loop
Georgetown, TX 78626
O: 512-943-1625
C: 815-341-6271

From: Grant Huling [mailto:ghuling@acitexas.com]
Sent: Thursday, March 30, 2017 11:06 AM
To: Bob Lubecker <rlubecker@wilco.org>
Cc: Dustin Wiegers <dwiegers@acitexas.com>
Subject: Irrigation Sleeve Locations

Bob, per your request, please see attached drawing of irrigation sleeves that we plan to install. Thanks.

Grant Huling
AMERICAN CONSTRUCTORS
11900 West Parmer Lane | Suite 200 | Cedar Park, TX 78613
main office (512) 328-2026 | **cell** (512) 773-2360
www.acitexas.com

American Constructors has moved offices! Please note our new address above.

AMERICAN CONSTRUCTORS

Funds Tracking Log

Williamson County
Sheriff's Office Training
Center

PCO number	Time Extension Days	Cost of Work	CM Contingency	Owner Contingency	Allowance	General Conditions	Construction Phase Fee	GMP	Total updated contract amount
GMP	N/A	$6,509,639.00	$285,095.00	$285,095.00	$203,500.00	$502,053.00	$209,258.00	$7,994,640.00	$7,994,640.00
1	22	$1,200.00	$0.00	$0.00	-$1,200.00	$0.00	$0.00	$0.00	$0.00
2	16	$106,356.00	-$106,356.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
3	0	$8,330.00	-$8,330.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4	0	$225.00	$0.00	$0.00	-$225.00	$0.00	$0.00	$0.00	$0.00
5	0	$22,460.00	-$22,460.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
6	0	$8,807.11	$0.00	$0.00	-$8,807.11	$0.00	$0.00	$0.00	$0.00
7	Will be submitted at a later date, Allowance Placeholder							$0.00	$0.00
8	Will be submitted at a later date, Allowance Placeholder							$0.00	$0.00
9	Will be submitted at a later date, Allowance Placeholder							$0.00	$0.00
10	Will be submitted at a later date, Allowance Placeholder							$0.00	$0.00
11	Will be submitted at a later date, Allowance Placeholder							$0.00	$0.00
12	0	-$10,441.00	$10,441.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
13	0	-$12,751.00	$12,751.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
14	Will be submitted at a later date, Allowance Placeholder							$0.00	$0.00
15	0	$4,743.00	$0.00	$0.00	-$4,743.00	$0.00	$0.00	$0.00	$0.00
16	0	$31,331.65	-$31,331.65	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
17	0	-$1,856.86	$1,856.86	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
18	0	-$5,083.00	$5,083.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
19	0	$665.00	-$665.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
20	0	-$8,023.00	$8,023.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
21	0	-$6,139.00	$6,139.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
22	0	-$12,050.00	$12,050.00	$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	$0.00
								$0.00	$0.00
								$0.00	$0.00
Totals	38	$6,637,412.90	$172,296.21	$285,095.00	$188,524.89	$502,053.00	$209,258.00	$7,994,640.00	$7,994,640.00

Commissioners Court - Regular Session **27.**

Meeting Date: 07/11/2017

Sheriff's Office Training Center, P323 - PCO # 17

Submitted By: Gina Wrehsnig, Facilities Maintenance

Department: Facilities Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County Sheriff's Office Training Center Project; PCO #17, in the amount of $1,856.86 to be paid from the Construction Manager's Contingency, for Monument Sign Revisions.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SOTC-PCO17

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/06/2017 08:41 AM
Form Started By: Gina Wrehsnig		Started On: 07/06/2017 07:26 AM
Final Approval Date: 07/06/2017		

COST ITEMIZATION

PCO NO. 17

PROJECT: **Williamson County Sheriff's Office Training Center**

CONSTR. MGR.: **American Constructors, Inc.**

DOCUMENT NAME: RFI 024

DATE: 05/12/17

SUBJECT: RFI 024-Monument Sign Power

Funding Source CM Contingency

Extended Calender Days Requested:

ITEMIZED COST BREAKDOWN

DESCRIPTION--Use Separate line for each item

Sub Name	*Work Description*	FIRM	ESTIMATED	TOTAL
Evergreen	**RFI 024 - Monument Sign Revisions**	**($1,856.86)**		**($1,856.86)**

***** Quote backup for sub pricing is attached*****

Total **($1,856.86)**

Note:

The cost proposal as shown above is only inclusive of the cost of the work for this change proposal. If unforseen conditions are encountered these costs may be revised and re-submitted. The Construction Manager's cost of bonds, insurance, and fee will be included at the rate stipulated in the contract in the final reconciliation and/or owner change order.

This Cost Proposal has no impact on the GMP of $7,994,640.00.

David A. Achterberg — Brinkley Sargent Wiginton Architects — Date

Williamson County — Date 6-27-17

07-05-2017

AMERICAN CONSTRUCTORS
11900 West Parmer Lane, Suite 200
Cedar Park, TX 78613

RFI

WCSOTC
8160 Chandler Road
Hutto, Texas 78634
ACI Job #: 899

To: David Achterberg
Brinkley Sargent Wiginton Architects

cc:

RFI #: 024

Date Submitted: 03/21/17
Response Requested By: 03/27/17

Subject: Monument Sign Power and Fixtures
Drawing: E100, A102
Spec Section:

Schedule Impact: TBD

Request:

Sheet E100 shows for there to be a monument sign with power and light fixtures. Sheet A102 shows that the monument sign was deleted in Addendum #1. Please confirm the Light Fixtures and power shall be deleted. Please confirm it the conduit pathways shall be left in for a future monument sign.

Reference below was incorporated into Alternate #1 as Item #22. Sheet E100 was not reissued. Electrical conduit to monument sign to remain. Refer to attached sheet T100 SITE PLAN - COMMUNICATIONS for addition of conduit pathway for data for future use.

DAA/BSWA 4/18/17

Dustin Wiegers
American Constructors

Response:

Reference MEP Addendum No. 1, dated 11/21/16, electrical item #1E.

Answered by
LMM (HCE)
Company

4/18/17
Date

BRINKLEY SARGENT WIGINTON ARCHITECTS

WILLIAMSON COUNTY

SHERIFF'S OFFICE TRAINING CENTER

8160 Chandler Road, Georgetown TX 78626

BID ISSUE

SITE PLAN - COMMUNICATIONS

T100

Evergreen Power of Texas

P.O. Box 1639 Lampasas, Texas 76550

512.564.1388 OFC

512.564.1042 FAX

TO: AMERICAN CONSTRUCTORS **MAY 4, 2017**

(512) 328-2026

RE: Sheriff's Office RFI#024-LV CONDUIT TO SIGN

Attn: DUSTIN WEIGERS

Dear Dustin,

Evergreen Power, LLC. offers the credit below for RFI#024 (ADD 1" CONDUIT FROM ELECTRICAL ROOM TO SIGN):

MATERIAL	**262.16**
LABOR	**1,188.25**
BURDEN	**237.65**
TOTAL	**1,688.06**
10% O & P	**168.80**
TOTAL CREDIT	**1,856.86**

Sincerely,

Glen Stephens, President

(409) 877-9166 celll

WILLAIMSON COUNTY SHERIFF'S OFFICE - RFI#024 (CONDUIT TO SIGN)

QUANTITY	ITEM	MAT'L	EXTEND	LABOR	EXTEND
50'	1" PVC CONDUIT	32/C	16	4/C	2
2	1" RG 90	6/EA	12	.1/EA	0.2
4	1" FM ADAPTERS	.4/EA	1.6	.05/EA	0.2
200'	1" EMT CONDUIT	64/C	128	10/C	20
4	1" SS CONN	54/C	2.16	.05/EA	0.2
25	1" SS COUPL	56/C	14	.05/EA	1.25
25	1" STRAPS	52/C	13	.1/EA	2.5
20'	UNISTRUT	200/C	40	.1/FT	2
20'	ALLTHREAD	65/C	13	.1/FT	2
10	ANCHORS	2/EA	20	.3/EA	3
2	4" SQ BOX	1.20/EA	2.4	.3/EA	0.6
TOTAL			262.16		33.95
	LABOR RATE				35
					1,188.25

MATERIAL		262.16
LABOR		1,188.25
BURDEN		237.65
	TOTAL	1688.06
10% O & P		168.8
	TOTAL	1,856.86

AMERICAN CONSTRUCTORS

Funds Tracking Log

Williamson County
Sheriff's Office Training
Center

PCO number	Time Extension Days	Cost of Work	CM Contingency	Owner Contingency	Allowance	General Conditions	Construction Phase Fee	GMP	Total updated contract amount
GMP	N/A	$6,509,639.00	$285,095.00	$285,095.00	$203,500.00	$502,053.00	$209,258.00	$7,994,640.00	$7,994,640.00
1	22	$1,200.00	$0.00	$0.00	-$1,200.00	$0.00	$0.00	$0.00	$0.00
2	16	$106,356.00	-$106,356.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
3	0	$8,330.00	-$8,330.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4	0	$225.00	$0.00	$0.00	-$225.00	$0.00	$0.00	$0.00	$0.00
5	0	$22,460.00	-$22,460.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
6	0	$8,807.11	$0.00	$0.00	-$8,807.11	$0.00	$0.00	$0.00	$0.00
7	Will be submitted at a later date, Allowance Placeholder							$0.00	$0.00
8	Will be submitted at a later date, Allowance Placeholder							$0.00	$0.00
9	Will be submitted at a later date, Allowance Placeholder							$0.00	$0.00
10	Will be submitted at a later date, Allowance Placeholder							$0.00	$0.00
11	Will be submitted at a later date, Allowance Placeholder							$0.00	$0.00
12	0	-$10,441.00	$10,441.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
13	0	-$12,751.00	$12,751.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
14	Will be submitted at a later date, Allowance Placeholder							$0.00	$0.00
15	0	$4,743.00	$0.00	$0.00	-$4,743.00	$0.00	$0.00	$0.00	$0.00
16	0	$31,331.65	-$31,331.65	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
17	0	-$1,856.86	$1,856.86	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
18	0	-$5,083.00	$5,083.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
19	0	$665.00	-$665.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
20	0	-$8,023.00	$8,023.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
21	0	-$6,139.00	$6,139.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
22	0	-$12,050.00	$12,050.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
								$0.00	$0.00
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								$0.00	$0.00
								$0.00	$0.00
								$0.00	$0.00
								$0.00	$0.00
Totals	38	$6,637,412.90	$172,296.21	$285,095.00	$188,524.89	$502,053.00	$209,258.00	$7,994,640.00	$7,994,640.00

Commissioners Court - Regular Session **28.**

Meeting Date: 07/11/2017

Sheriff's Office Training Center, P323 - PCO # 18

Submitted By: Gina Wrehsnig, Facilities Maintenance

Department: Facilities Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County Sheriff's Office Training Center Project; PCO #18, in the amount of $5,083 to be paid from the Construction Manager's Contingency, for deleting dowels from building structure to flatwork.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SOTC-PCO18

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/06/2017 08:41 AM
Form Started By: Gina Wrehsnig		Started On: 07/06/2017 07:27 AM
Final Approval Date: 07/06/2017		

COST ITEMIZATION

PCO NO. 18

PROJECT: Williamson County Sheriff's Office Training Center

CONSTR. MGR.: American Constructors, Inc.

DOCUMENT NAME: RFI 005

DATE: 06/15/17

SUBJECT: Delete Dowels

Funding Source CM Contingency

Extended Calender Days Requested:

ITEMIZED COST BREAKDOWN

DESCRIPTION--Use Separate line for each item

Sub Name	*Work Description*	FIRM	ESTIMATED	TOTAL
CX2	**Delete Dowels**	($5,083.00)		($5,083.00)

AMERICAN CONSTRUCTORS
11900 West Parmer Lane, Suite 200
Cedar Park, TX 78613

RFI

WCSOTC
8160 Chandler Road
Hutto, Texas 78634
ACI Job #: 899

To: **David Achterberg**
Brinkley Sargent Wiginton Architects

cc: **Robert Fry**
Datum Engineers

RFI #: 05

Date Submitted: 01/23/17
Response Requested By: 01/27/17

Subject: **Dowels from Building Structure to Flatwork**
Drawing: **11/S3.1**
Spec Section:

Schedule Impact: TBD

Request:

Detail 11 on sheet S3.1 shows dowels from the flatwork to the building structure. Please confirm the intent is to only install these at door locations per the attached plan.

Dustin Wiegers
American Constructors

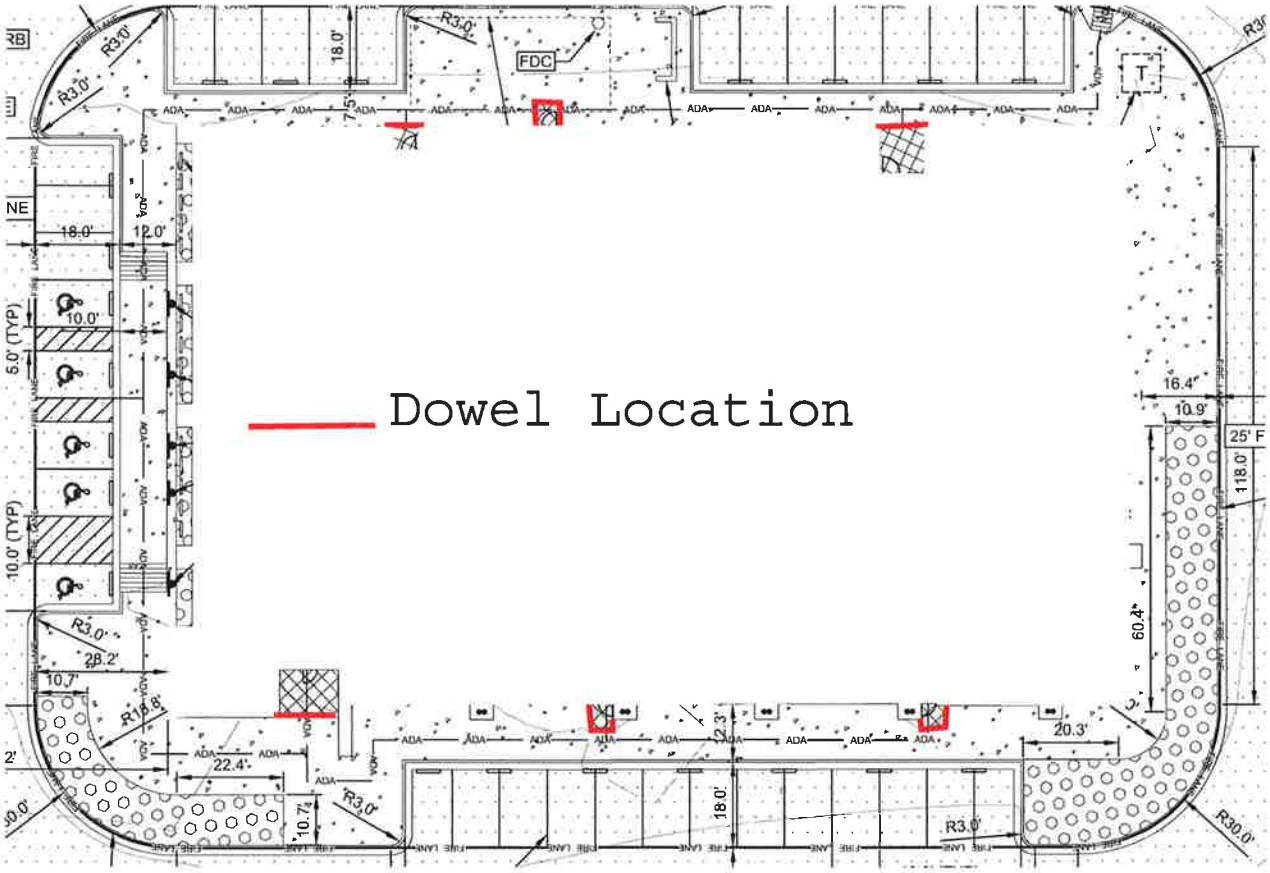
Response:

The dowels from structure to sidewalk shall only be installed at the doors, as noted on the attached plan mark-up.
This conclusion was reached at the meeting with the A/E/Contractor team on Jan 18.

Robert Fry PE 1/27/17

Answered by

Company **Date**


Dowel Location
FDC
R3.0'
18.0'
7.5'
NE
12.0'
10.0' (TYP)
5.0' (TYP)
28.2'
10.7'
R18.6'
22.4'
10.7'
16.4'
10.9'
118.0'
60.4'
20.3'
12.3'
R30.0'

CX2
construction inc.
19507 FM 150 West Driftwood, TX 78619
Office- (512) 858-9203 Fax (512) 858-5608
wendyt@cx2construction.com

Proposed Change Order

Project: Wilco
CX2 Change Order Request RFI#5R1

6/14/2017

Description of Change Order: Dowel Credit For RFI#5

Labor:	$	(1,640.00)
Equipment:	$	-
Materials:	$	(3,443.00)
Total		**(5,083)**

Grand total this CO **(5,083)**

Architectural Plans : NA

Structural Plans : NA

Civil Plans : NA

Schedule Impact : NA

Approved by : _____

Title : _____

Date : _____

Approval by CX2 Construction : Wendy Thomason

Title : PM

Notes:

Subcontractor Breakdown:						
Man hours and Equipment		CX2 Construction, Inc				DATE: 6/14/2017
Material						
Item:	**Units**	**Rate**	**Subtotal**	**Plus Tax**	**Plus 15%**	**Total**
Surveyor Technician		$0.00	$ -	$ -	$ -	$ -
AutoCAD Clerical		$0.00	$ -	$ -	$ -	$ -
Rebar Labor	-40	$41.00	$ (1,640.00)	$ (1,640.00)	$ (1,640.00)	$ (1,640.00)
Carpenter/ Finishers		$0.00	$ -	$ -	$ -	$ -
Super		$0.00	$ -	$ -	$ -	$ -
Foreman		$0.00	$ -	$ -	$ -	$ -
Operator		$0.00	$ -	$ -	$ -	$ -
				Sub Total Labor		**$ (1,640.00)**
Equipment:						
N/A						
				Sub Total Equipment		**$ -**
Materials						
RFI#5 Dowel Deduct	1	-$3,443.00	$ (3,443.00)	$ (3,443.00)	$ (3,443.00)	$ (3,443.00)
				Sub Total Material		**$ (3,443.00)**
Total						**$ (5,083.00)**

AMERICAN CONSTRUCTORS

Funds Tracking Log

Williamson County
Sheriff's Office Training
Center

PCO number	Time Extension Days	Cost of Work	CM Contingency	Owner Contingency	Allowance	General Conditions	Construction Phase Fee	GMP	Total updated contract amount
GMP	N/A	$6,509,639.00	$285,095.00	$285,095.00	$203,500.00	$502,053.00	$209,258.00	$7,994,640.00	$7,994,640.00
1	22	$1,200.00	$0.00	$0.00	-$1,200.00	$0.00	$0.00	$0.00	$0.00
2	16	$106,356.00	-$106,356.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
3	0	$8,330.00	-$8,330.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4	0	$225.00	$0.00	$0.00	-$225.00	$0.00	$0.00	$0.00	$0.00
5	0	$22,460.00	-$22,460.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
6	0	$8,807.11	$0.00	$0.00	-$8,807.11	$0.00	$0.00	$0.00	$0.00
7	Will be submitted at a later date, Allowance Placeholder							$0.00	$0.00
8	Will be submitted at a later date, Allowance Placeholder							$0.00	$0.00
9	Will be submitted at a later date, Allowance Placeholder							$0.00	$0.00
10	Will be submitted at a later date, Allowance Placeholder							$0.00	$0.00
11	Will be submitted at a later date, Allowance Placeholder							$0.00	$0.00
12	0	-$10,441.00	$10,441.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
13	0	-$12,751.00	$12,751.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
14	Will be submitted at a later date, Allowance Placeholder							$0.00	$0.00
15	0	$4,743.00	$0.00	$0.00	-$4,743.00	$0.00	$0.00	$0.00	$0.00
16	0	$31,331.65	-$31,331.65	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
17	0	-$1,856.86	$1,856.86	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
18	0	-$5,083.00	$5,083.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
19	0	$665.00	-$665.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
20	0	-$8,023.00	$8,023.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
21	0	-$6,139.00	$6,139.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
22	0	-$12,050.00	$12,050.00	$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	$0.00
								$0.00	$0.00
								$0.00	$0.00
Totals	38	$6,637,412.90	$172,296.21	$285,095.00	$188,524.89	$502,053.00	$209,258.00	$7,994,640.00	$7,994,640.00

Commissioners Court - Regular Session **29.**

Meeting Date: 07/11/2017

Sheriff's Office Training Center, P323 - PCO # 19

Submitted By: Gina Wrehsnig, Facilities Maintenance

Department: Facilities Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County Sheriff's Office Training Center Project; PCO #19, in the amount of $665.00 to be paid from the Construction Manager's Contingency, for increasing concrete mesh size.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SOTC-PCO19

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/06/2017 08:41 AM
Form Started By: Gina Wrehsnig		Started On: 07/06/2017 07:28 AM
Final Approval Date: 07/06/2017		

COST ITEMIZATION

PCO NO.	**19**
PROJECT:	**Williamson County Sheriff's Office Training Center**
CONSTR. MGR.:	**American Constructors, Inc.**
DOCUMENT NAME:	RFI 009
SUBJECT:	Mesh Size increase
DATE:	05/25/17
	Funding Source CM Contingency
Extended Calender Days Requested:	

ITEMIZED COST BREAKDOWN

DESCRIPTION--Use Separate line for each item

Sub Name	*Work Description*	FIRM	ESTIMATED	TOTAL
CX2	**Mesh size increase**	**$665.00**		**$665.00**

AMERICAN CONSTRUCTORS
11900 West Parmer Lane, Suite 200
Cedar Park, TX 78613

RFI

WCSOTC
8160 Chandler Road
Hutto, Texas 78634
ACI Job #: 899

To: **David Achterberg**
Brinkley Sargent Wiginton Architects

cc: **Robert Fry**
Datum Engineers

RFI #: 09

Date Submitted: 02/03/17
Response Requested By: 02/10/17

Subject: Polished Concrete Provisions
Drawing: S2.1
Spec Section:

Schedule Impact: TBD

Request:

Please confirm the changes below are wanted in polished concrete areas.
1. Increase the wire mesh size from from 6x6 W2.9xW2.9 to 4x4 W4xW4.
2. Delete the saw cuts shown on S2.1.

Dustin Wiegers
American Constructors

Response:

1. Confirm WWM changes in the polished concrete area only.

2. The sawcuts in the polished concrete (shown in the breakroom) may be deleted.

The tooled joint at grid D near grid 3 shall remain.

Robert Fry PE
2-6-17

Answered by

Company **Date**

CX2
construction inc.
19507 FM 150 West Driftwood, TX 78619
Office- (512) 858-9203 Fax (512) 858-5608
wendyt@cx2construction.com

Proposed Change Order

Project: Wilco
CX2 Change Order Request #2R3

3/15/2017

Description of Change Order: RFI#9, 1) Increase the wire mesh size from 6x6 W2.9xW2.9 to 4x4 W4xW4 in Polished Concrete Areas & 2) Delete Saw Cuts shown on S2.1

Labor:	$	-
Equipment:	$	-
Materials:	$	665.00
Total		**665**

Grand total this CO **665**

Architectural Plans : NA

Structural Plans : NA

Civil Plans : NA

Schedule Impact : NA

Approved by : _____

Title : _____

Date : _____

Approval by CX2 Construction : Wendy Thomason

Title : PM

Notes:

Subcontractor Breakdown:						
Man hours and Equipment		CX2 Construction, Inc				DATE: 3/15/2017
Material						
Item:	**Units**	**Rate**	**Subtotal**	**Plus Tax**	**Plus 10%**	**Total**
N/A						
				Sub Total Labor		$ -
Equipment:						
N/A						
				Sub Total Equipment		$ -
Materials						
Wire Mesh	1	$1,110.00	$ 1,110.00	$ 1,110.00	$ 1,221.00	$ 1,221.00
Delete Saw Cuts (Deductive)	1	-$556.00	$ (556.00)	$ (556.00)	$ (556.00)	$ (556.00)
				Sub Total Material		**$ 665.00**
Total						**$ 665.00**

AMERICAN CONSTRUCTORS

Funds Tracking Log

Williamson County
Sheriff's Office Training
Center

PCO number	Time Extension Days	Cost of Work	CM Contingency	Owner Contingency	Allowance	General Conditions	Construction Phase Fee	GMP	Total updated contract amount
GMP	N/A	$6,509,639.00	$285,095.00	$285,095.00	$203,500.00	$502,053.00	$209,258.00	$7,994,640.00	$7,994,640.00
1	22	$1,200.00	$0.00	$0.00	-$1,200.00	$0.00	$0.00	$0.00	$0.00
2	16	$106,356.00	-$106,356.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
3	0	$8,330.00	-$8,330.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4	0	$225.00	$0.00	$0.00	-$225.00	$0.00	$0.00	$0.00	$0.00
5	0	$22,460.00	-$22,460.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
6	0	$8,807.11	$0.00	$0.00	-$8,807.11	$0.00	$0.00	$0.00	$0.00
7	Will be submitted at a later date, Allowance Placeholder							$0.00	$0.00
8	Will be submitted at a later date, Allowance Placeholder							$0.00	$0.00
9	Will be submitted at a later date, Allowance Placeholder							$0.00	$0.00
10	Will be submitted at a later date, Allowance Placeholder							$0.00	$0.00
11	Will be submitted at a later date, Allowance Placeholder							$0.00	$0.00
12	0	-$10,441.00	$10,441.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
13	0	-$12,751.00	$12,751.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
14	Will be submitted at a later date, Allowance Placeholder							$0.00	$0.00
15	0	$4,743.00	$0.00	$0.00	-$4,743.00	$0.00	$0.00	$0.00	$0.00
16	0	$31,331.65	-$31,331.65	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
17	0	-$1,856.86	$1,856.86	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
18	0	-$5,083.00	$5,083.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
19	0	$665.00	-$665.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
20	0	-$8,023.00	$8,023.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
21	0	-$6,139.00	$6,139.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
22	0	-$12,050.00	$12,050.00	$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	$0.00
								$0.00	$0.00
								$0.00	$0.00
								$0.00	$0.00
Totals	38	$6,637,412.90	$172,296.21	$285,095.00	$188,524.89	$502,053.00	$209,258.00	$7,994,640.00	$7,994,640.00

Commissioners Court - Regular Session **30.**

Meeting Date: 07/11/2017

Sheriff's Office Training Center, P323 - PCO # 20

Submitted By: Gina Wrehsnig, Facilities Maintenance

Department: Facilities Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County Sheriff's Office Training Center Project; PCO #20, in the amount of $8,023.00 to be paid from the Construction Manager's Contingency, for Pier Design Changes.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SOTC-PCO20

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/06/2017 08:41 AM
Form Started By: Gina Wrehsnig		Started On: 07/06/2017 07:28 AM
Final Approval Date: 07/06/2017		

COST ITEMIZATION

PCO NO. 20

PROJECT: Williamson County Sheriff's Office Training Center

CONSTR. MGR.: American Constructors, Inc.

DOCUMENT NAME: RFI 006 **DATE:** 06/15/17

SUBJECT: Pier Changes

Funding Source CM Contingency

Extended Calender Days Requested:

ITEMIZED COST BREAKDOWN

DESCRIPTION--Use Separate line for each item

Sub Name	*Work Description*	FIRM	ESTIMATED	TOTAL
CX2	**Pier Design Changes**	($8,023.00)		($8,023.00)

***** Quote backup for sub pricing is attached*****

Total ($8,023.00)

Note:

The cost proposal as shown above is only inclusive of the cost of the work for this change proposal. If unforseen conditions are encountered these costs may be revised and re-submitted. The Construction Manager's cost of bonds, insurance, and fee will be included at the rate stipulated in the contract in the final reconciliation and/or owner change order.

This Cost Proposal has no impact on the GMP of $7,994,640.00.

David A. Achterberg — Digitally signed by David A. Achterberg, DN: C=US, E=dachterberg@bsw-architects.com, O=Brinkley Sargent Wiginton Architects, CN=David A. Achterberg, L=Austin, Austin, TX, Contact Info: dachterberg@bsw-architects.com, Date: 2017.06.17 10:21:52 -05'00'

Brinkley Sargent Wiginton Architects Date

Williamson County Date 6-27-17

07.05.2017

AMERICAN CONSTRUCTORS
11900 West Parmer Lane, Suite 200
Cedar Park, TX 78613

RFI

WCSOTC
8160 Chandler Road
Hutto, Texas 78634
ACI Job #: 899

To: **David Achterberg**
Brinkley Sargent Wiginton Architects

cc: **Robert Fry**
Datum Engineers

RFI #: 06

Date Submitted: 01/23/17
Response Requested By: 01/27/17

Subject: Pier Design
Drawing: 5/S3.1
Spec Section:

Schedule Impact: TBD

Request:

Detail 5S3.1 calls out for the Piers to be 35' Deep. During the detail coordination meeting it conveyed the depth is due to the Geotech report requiring the first 15' of the pier to be neglected in the design. It was discussed that this could possibly be altered to 10' due to the crawl space depth.

Please confirm if the pier design will change and if so provide revised details.

Dustin Wiegers
American Constructors

Response:

Per an email form John Wooley, the geotechnical engineer dated Jan. 24, 2017, the depth of soil excavated in the crawl space can be counted towards the 15' of neglected length in skin friction. Therefore the scheduled 35' length may be measured from the original grade. Elevation 691.5 may be used for the original grade for the purpose of establishing pier depth.

In addition, the pier reinforcing may be reduced by about 1/3, as shown in the attached pier schedule, based upon further direction from John Wooley. The resulting savings will accrue to the owner.

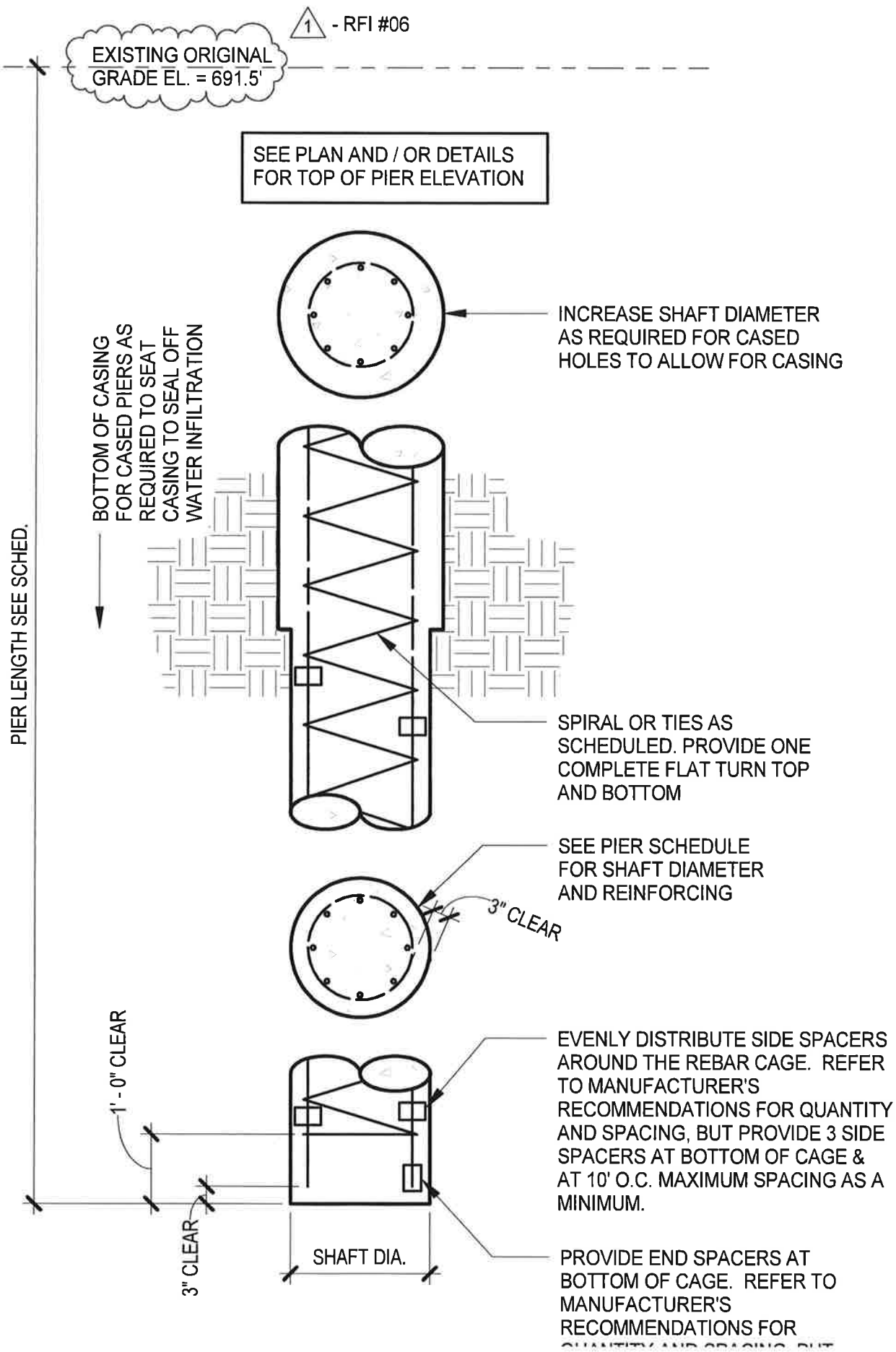
Refer to attached details 6&7/S3.1.

Robert Fry PE 1/31/17

Answered by

Company **Date**

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David Achterberg

From: Robert Fry <robertf@datumengineers.com>
Sent: Friday, January 27, 2017 5:50 PM
To: John Wooley
Cc: David Achterberg
Subject: RE: SOT

John, I'd think so as long as the Owner, who the report was addressed to got a copy.

Thanks

From: John Wooley [mailto:jwooley@balconesgeotech.com]
Sent: Friday, January 27, 2017 5:41 PM
To: 'Robert Fry' <robertf@datumengineers.com>
Subject: RE: SOT

Robert,

Would it be adequate if I just responded to the RFI also?

John A. Wooley, PE
Balcones Geotechnical, PLLC
TBPE Firm Reg. F-15624
5926 Balcones Drive
Suite 230
Austin, Texas 78731
(O) 512-380-9969
(M) 512-486-9654
jwooley@balconesgeotech.com

From: Robert Fry [mailto:robertf@datumengineers.com]
Sent: Friday, January 27, 2017 5:14 PM
To: John Wooley
Cc: David Achterberg; Rebecca Russo; luken@datumengineers.com; Nick K.
Subject: RE: SOT

John,
Thanks, this is helpful. Attached is the RFI. I'll answer it based upon your email .

Please provide a supplemental letter or other more formal documentation.

We'll plan to modify the pier steel to the 75D required , not less than 1%. The 1% will govern.

Thanks

From: John Wooley [mailto:jwooley@balconesgeotech.com]
Sent: Tuesday, January 24, 2017 6:01 PM
To: Robert Fry <robertf@datumengineers.com>

Cc: David Achterberg <dachterberg@bsw-architects.com>; 'Rebecca Russo' <rebecca.russo@balconesgeotech.com>
Subject: SOT

Robert,

Regarding your questions about neglect depths and uplift on drilled shafts:

1. You can count the depth of soil removed in the crawl space towards the 15 ft minimum neglect depth for skin friction.
2. The criteria of 75xD (kips) for calculating uplift may be used in lieu of the 1.5% stated.

I was unsure if a RFI was going to be issued on this topic and I didn't want to hold you up waiting for one, so I decided to go ahead and send this email.

Thanks,

John A. Wooley, PE
Balcones Geotechnical, PLLC
TBPE Firm Reg. F-15624
5926 Balcones Drive
Suite 230
Austin, Texas 78731
(O) 512-380-9969
(M) 512-486-9654
jwooley@balconesgeotech.com

CX2
construction inc.
19507 FM 150 West Driftwood, TX 78619
Office- (512) 858-9203 Fax (512) 858-5608
wendyt@cx2construction.com

Proposed Change Order

Project: Wilco
CX2 Change Order Request RFI#6R4

Description of Change Order: New Pier Design on RFI#6

Labor:
Equipment:
Materials:

Total

Grand total this CO

Architectural Plans : NA

Structural Plans : NA

Civil Plans : NA

Schedule Impact : NA

Approved by : _____

Title : _____

Subcontractor Breakdown:						
Man hours and Equipment		**CX2 Construction, Inc**				DATE:
Material						
Item:	**Units**	**Rate**	**Subtotal**	**Plus Tax**	**Plus 15%**	
N/A						
				Sub Total Labor		**$**
Equipment:						
N/A						
				Sub Total Equipment		**$**
Materials						
Depth Difference	1	-$8,023.00	$ (8,023.00)	$ (8,023.00)	$ (8,023.00)	$
				Sub Total Material		**$**
Total						**$**

American Constructors

Project: WCSOTC

Documents					Field Data									
		Grid						Drilled Pier ACTUAL Length						
Pier #	Cased	H	V	Pier Dia. (")	Date Drilled	Pier Depth Measured from Top of Pad	Actual Bottom of Pier Elevation	24	30	36	42	48	54	60
1		B.1	1	30	2/24/17	35.25	64.75	-	35.25	-	-	-	-	-
2		A.2	5.A	24	2/24/17	34.00	66.00	34.00	-	-	-	-	-	-
3		A.C	4.7	24	2/24/17	31.33	68.67	31.33	-	-	-	-	-	-
4		B.1	5	24	2/24/17	33.17	66.83	33.17	-	-	-	-	-	-
5		B.1	4.7	24	2/24/17	31.42	68.58	31.42	-	-	-	-	-	-
6		A.1	4.4	24	2/24/17	33.33	66.67	33.33	-	-	-	-	-	-
7		B.6	5	24	2/24/17	33.00	67.00	33.00	-	-	-	-	-	-
8		A.1	3	24	2/24/17	32.67	67.33	32.67	-	-	-	-	-	-
9		A.1	2	24	2/24/17	33.25	66.75	33.25	-	-	-	-	-	-
10		A	5.A	42	2/24/17	34.58	65.42	-	-	-	34.58	-	-	-
11		A	4.4	54	2/25/17	34.00	66.00	-	-	-	-	-	34.00	-
12		A.1	4	24	2/25/17	33.00	67.00	33.00	-	-	-	-	-	-
13		F	5	36	2/25/17	33.58	66.42	-	-	33.58	-	-	-	-
14		E	5	36	2/25/17	33.42	66.58	-	-	33.42	-	-	-	-
15		D	5	36	2/25/17	33.67	66.33	-	-	33.67	-	-	-	-
16		C	5	30	2/25/17	33.58	66.42	-	33.58	-	-	-	-	-
17		G	5	30	2/25/17	33.50	66.50	-	33.50	-	-	-	-	-
18		C	1	30	2/27/17	33.50	66.50	-	33.50	-	-	-	-	-
19		A.1	1	24	2/27/17	33.17	66.83	33.17	-	-	-	-	-	-
20		B.6	1	24	2/27/17	32.25	67.75	32.25	-	-	-	-	-	-
21		B	1	36	2/27/17	32.50	67.50	-	-	32.50	-	-	-	-
22		D	1	36	2/27/17	32.50	67.50	-	-	32.50	-	-	-	-
23		F.2	1	48	2/27/17	32.00	68.00	-	-	-	-	32.00	-	-
24		F	4	48	2/27/17	32.33	67.67	-	-	-	-	32.33	-	-
25		E	4	48	2/27/17	31.17	68.83	-	-	-	-	31.17	-	-
26		A.8	4	48	2/27/17	31.00	69.00	-	-	-	-	31.00	-	-
27		B.6	4	42	2/27/17	31.33	68.67	-	-	-	31.33	-	-	-
28		C.5	4	30	2/27/17	31.00	69.00	-	31.00	-	-	-	-	-
29		C.5	3	30	2/28/17	30.33	69.67	-	30.33	-	-	-	-	-
30		A.2	3	42	2/28/17	31.67	68.33	-	-	-	31.67	-	-	-
31		A.2	2	42	2/28/17	32.50	67.50	-	-	-	32.50	-	-	-
32		E	3	42	2/28/17	31.33	68.67	-	-	-	31.33	-	-	-
33		D	3	42	2/28/17	30.50	69.50	-	-	-	30.50	-	-	-
34		C.8	4	24	2/28/17	30.17	69.83	30.17	-	-	-	-	-	-
35		D.3	4	36	2/28/17	32.00	68.00	-	-	32.00	-	-	-	-
36		C.5	2	36	2/28/17	30.67	69.33	-	-	30.67	-	-	-	-
37		B.6	2	48	2/28/17	31.00	69.00	-	-	-	-	31.00	-	-
38		D.3	2	48	2/28/17	30.58	69.42	-	-	-	-	30.58	-	-
39	yes	H	5	24	3/1/17	33.25	66.75	33.25	-	-	-	-	-	-
40	yes	H	4	24	3/1/17	33.33	66.67	33.33	-	-	-	-	-	-
41	yes	G	4	36	3/1/17	31.67	68.33	-	-	31.67	-	-	-	-
42	yes	G	1	30	3/1/17	34.17	65.83	-	34.17	-	-	-	-	-
43	yes	H	3	24	3/1/17	33.00	67.00	33.00	-	-	-	-	-	-
44	yes	H	2	24	3/1/17	33.17	66.83	33.17	-	-	-	-	-	-
45	yes	H	1	24	3/2/17	33.00	67.00	33.00	-	-	-	-	-	-
46	yes	G	2	42	3/2/17	31.50	68.50	-	-	-	31.50	-	-	-
47	yes	G	3	36	3/2/17	31.67	68.33	-	-	31.67	-	-	-	-

Pier #	Cased	Grid H	Grid V	Pier Dia. (")	Date Drilled	Pier Depth Measured from Top of Pad	Actual Bottom of Pier Elevation	Drilled Pier ACTUAL Length 24	30	36	42	48	54	60
48	yes	F	3	54	3/2/17	30.00	70.00	-	-	-	-	-	30.00	-
49		B.6	3	48	3/3/17	30.17	69.83	-	-	-	-	30.17	-	-
50		E	1	54	3/3/17	33.25	66.75	-	-	-	-	-	33.25	-
51		D.9	2	54	3/3/17	33.00	67.00	-	-	-	-	-	33.00	-
52	yes	F.2	1	48	3/3/17	32.33	67.67	-	-	-	-	32.33	-	-
53	yes	F	2	60	3/3/17	31.08	68.92	-	-	-	-	-	-	31.08

Actual depth =	556.51	231.33	291.68	223.41	250.58	130.25	31.08
Bid depth =	595.00	245.00	315.00	245.00	280.00	140.00	35.00
Difference =	-38.49	-13.67	-23.32	-21.59	-29.42	-9.75	-3.92

Drilled Pier Lengths

WCSOTC

Diameter	Quantity of Piers	Total Bid Pier Length (FT)	Total Actual Pier Length (FT)	Delta (FT)	ADD'L LENGTH $/LF	LESS LENGTH $/LF	Delta ($)
18"	0	0	0.00	0	$0.00	$0.00	$0.00
24"	17	595	556.51	-38.49	$55.00	$36.67	-$1,411.43
30"	7	245	231.33	-13.67	$70.00	$46.67	-$637.98
36"	9	315	291.68	-23.32	$85.00	$56.67	-$1,321.54
42"	7	245	223.41	-21.59	$96.00	$64.00	-$1,381.76
48	8	280	250.58	-29.42	$108.00	$72.00	-$2,118.24
54	4	140	130.25	-9.75	$125.00	$83.33	-$812.47
60	1	35	31.08	-3.92	$130.00	$86.67	-$339.75
						Net $ Change	-$8,023.17

CASING

Diameter	Quantity of Piers	Depth (FT)	Casing $/LF	Delta ($)
24"	5	165.75	$42.00	$6,961.50
30"	1	34.17	$60.00	$2,050.20
36"	2	63.34	$78.00	$4,940.52
42"	1	31.5	$90.00	$2,835.00
48	1	32.33	$105.00	$3,394.65
54	1	30	$180.00	$5,400.00
60	1	31.08	$185.00	$5,749.80
				$31,331.67

AMERICAN CONSTRUCTORS

Funds Tracking Log

Williamson County
Sheriff's Office Training
Center

PCO number	Time Extension Days	Cost of Work	CM Contingency	Owner Contingency	Allowance	General Conditions	Construction Phase Fee	GMP	Total updated contract amount
GMP	N/A	$6,509,639.00	$285,095.00	$285,095.00	$203,500.00	$502,053.00	$209,258.00	$7,994,640.00	$7,994,640.00
1	22	$1,200.00	$0.00	$0.00	-$1,200.00	$0.00	$0.00	$0.00	$0.00
2	16	$106,356.00	-$106,356.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
3	0	$8,330.00	-$8,330.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4	0	$225.00	$0.00	$0.00	-$225.00	$0.00	$0.00	$0.00	$0.00
5	0	$22,460.00	-$22,460.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
6	0	$8,807.11	$0.00	$0.00	-$8,807.11	$0.00	$0.00	$0.00	$0.00
7	Will be submitted at a later date, Allowance Placeholder							$0.00	$0.00
8	Will be submitted at a later date, Allowance Placeholder							$0.00	$0.00
9	Will be submitted at a later date, Allowance Placeholder							$0.00	$0.00
10	Will be submitted at a later date, Allowance Placeholder							$0.00	$0.00
11	Will be submitted at a later date, Allowance Placeholder							$0.00	$0.00
12	0	-$10,441.00	$10,441.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
13	0	-$12,751.00	$12,751.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
14	Will be submitted at a later date, Allowance Placeholder							$0.00	$0.00
15	0	$4,743.00	$0.00	$0.00	-$4,743.00	$0.00	$0.00	$0.00	$0.00
16	0	$31,331.65	-$31,331.65	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
17	0	-$1,856.86	$1,856.86	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
18	0	-$5,083.00	$5,083.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
19	0	$665.00	-$665.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
20	0	-$8,023.00	$8,023.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
21	0	-$6,139.00	$6,139.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
22	0	-$12,050.00	$12,050.00	$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	$0.00
								$0.00	$0.00
								$0.00	$0.00
								$0.00	$0.00
Totals	38	$6,637,412.90	$172,296.21	$285,095.00	$188,524.89	$502,053.00	$209,258.00	$7,994,640.00	$7,994,640.00

Commissioners Court - Regular Session **31.**

Meeting Date: 07/11/2017

Sheriff's Office Training Center, P323 - PCO # 21

Submitted By: Gina Wrehsnig, Facilities Maintenance

Department: Facilities Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County Sheriff's Office Training Center Project; PCO #21, in the amount of $6,139.00 to be paid from the Construction Manager's Contingency, for adding vapor barrier under sidewalk.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SOTC-PCO21

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/06/2017 08:41 AM
Form Started By: Gina Wrehsnig		Started On: 07/06/2017 07:29 AM
Final Approval Date: 07/06/2017		

COST ITEMIZATION

PCO NO. 21

PROJECT: **Williamson County Sheriff's Office Training Center**

CONSTR. MGR.: **American Constructors, Inc.**

DOCUMENT NAME: PR 008 DATE: 06/21/17

SUBJECT: PR 008 15 Mil Vapor Barrier Under Sidewalk

Funding Source **CM Contingency**

Extended Calender Days Requested:

ITEMIZED COST BREAKDOWN

DESCRIPTION--Use Separate line for each item

Sub Name	*Work Description*	FIRM	ESTIMATED	TOTAL
CX2	**PR 008 15 Mil Vapor Barrier under sidewalk**	**$6,139.00**		**$6,139.00**
***** Quote backup for sub pricing is attached*****				
			Total	**$6,139.00**

Note:

The cost proposal as shown above is only inclusive of the cost of the work for this change proposal. If unforseen conditions are encountered these costs may be revised and re-submitted. The Construction Manager's cost of bonds, insurance, and fee will be included at the rate stipulated in the contract in the final reconciliation and/or owner change order.

This Cost Proposal has no impact on the GMP of $7,994,640.00.

David A. Achterberg

Brinkley Sargent Wiginton Architects Date

Williamson County Date 6.27.17

07-05-2017

PROPOSAL REQUEST

BRINKLEY SARGENT WIGINTON ARCHITECTS

Distribution: OWNER ☒ ARCHITECT ☒ CONSULTANT ☐ CONTRACTOR ☒ FIELD ☐ OTHER ☐

PROJECT: **Williamson County Sheriff's Office Training Center**
8160 Chandler Road
Hutto, TX 78634

PROPOSAL REQUEST NO: **08**

OWNER: Williamson County
3151 SE Inner Loop
Georgetown, Texas 78626

TO: American Constructors, Inc.
11900 West Parmer Lane
Cedar Park, TX 78613

INITIATION DATE: 06/17/17

PROJECT NO.: 21522.00

CONTRACT FOR: General Construction

CONTRACT DATE: 12/20/16

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein.

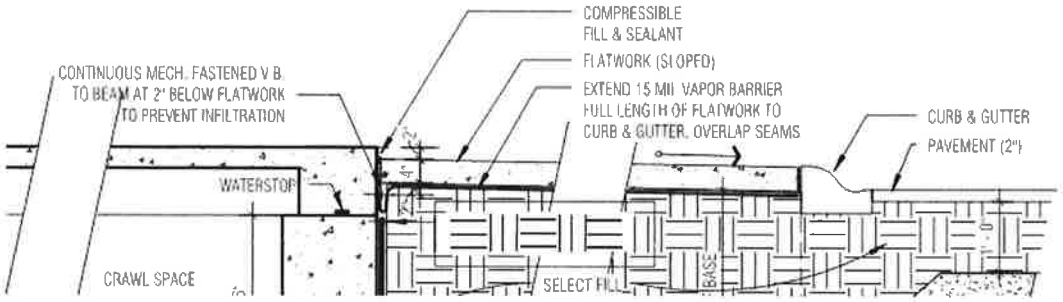
Item No. 1. Price adding a 15 mil vapor barrier from the building slab foundation to the extent of the flatwork paving around the entire building as per the attached sketch to prevent water infiltration from migrating into the prepared base material. Ensure all seams are overlapped and taped and securely fastened to the perimeter beam.

Attachments: SK-PR08-01

ISSUED: BRINKLEY SARGENT WIGINTON ARCHITECTS
By: David Achterberg 6/17/2017

ARCHITECT DATE

Document: BSWA-CA-PR Version: 1.01


COMPRESSIBLE
FILL & SEALANT
FLATWORK (SLOPED)
EXTEND 15 MIL VAPOR BARRIER
FULL LENGTH OF FLATWORK TO
CURB & GUTTER, OVERLAP SEAMS
CONTINUOUS MECH. FASTENED V.B.
TO BEAM AT 2" BELOW FLATWORK
TO PREVENT INFILTRATION
CURB & GUTTER
PAVEMENT (2")
WATERSTOP
CRAWL SPACE
SELECT FILL
BASE

SK-PR08-01

CX2
construction inc.
19507 FM 150 West Driftwood, TX 78619
Office- (512) 858-9203 Fax (512) 858-5608
wendyt@cx2construction.com

Proposed Change Order

Project: Wilco
CX2 Change Order Request # 10

6/20/2017

Description of Change Order: RE: PR08 Adding 15 Mil Vapor Barrier from the building slab foundation to the flatwork paving around the entire building.

Labor:	$	3,998.50
Equipment:	$	-
Materials:	$	2,140.60
Total		**6,139**

Grand total this CO **6,139**

Architectural Plans : NA

Structural Plans : NA

Civil Plans : NA

Schedule Impact : NA

Approved by : _____

Title : _____

Date : _____

Approval by CX2 Construction : Wendy Thomason

Title : PM

Notes:

Subcontractor Breakdown:						
Man hours and Equipment		CX2 Construction, Inc				DATE: 6/20/2017
Material						
Item:	Units	Rate	Subtotal	Plus Tax	Plus 10%	Total
Surveyor Technician		$0.00	$ -	$ -	$ -	$ -
AutoCAD Clerical		$0.00	$ -	$ -	$ -	$ -
Rebar Labor		$0.00	$ -	$ -	$ -	$ -
Carpenter (4 Men @ 18 Hours)	60	$41.00	$ 2,460.00	$ 2,460.00	$ 2,706.00	$ 2,706.00
Super	5	$64.00	$ 320.00	$ 320.00	$ 352.00	$ 352.00
Foreman	15	$57.00	$ 855.00	$ 855.00	$ 940.50	$ 940.50
Operator		$0.00	$ -	$ -	$ -	$ -
				Sub Total Labor		**$ 3,998.50**
Equipment:						
N/A						
				Sub Total Equipment		$ -
Materials						
15 Mil Yellow Guard	7	$236.00	$ 1,652.00	$ 1,652.00	$ 1,817.20	$ 1,817.20
Yellow Guard Tape	14	$21.00	$ 294.00	$ 294.00	$ 323.40	$ 323.40
				Sub Total Material		**$ 2,140.60**
Total						**$ 6,139.10**

AMERICAN CONSTRUCTORS

Funds Tracking Log

Williamson County
Sheriff's Office Training
Center

PCO number	Time Extension Days	Cost of Work	CM Contingency	Owner Contingency	Allowance	General Conditions	Construction Phase Fee	GMP	Total updated contract amount
GMP	N/A	$6,509,639.00	$285,095.00	$285,095.00	$203,500.00	$502,053.00	$209,258.00	$7,994,640.00	$7,994,640.00
1	22	$1,200.00	$0.00	$0.00	-$1,200.00	$0.00	$0.00	$0.00	$0.00
2	16	$106,356.00	-$106,356.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
3	0	$8,330.00	-$8,330.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4	0	$225.00	$0.00	$0.00	-$225.00	$0.00	$0.00	$0.00	$0.00
5	0	$22,460.00	-$22,460.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
6	0	$8,807.11	$0.00	$0.00	-$8,807.11	$0.00	$0.00	$0.00	$0.00
7	Will be submitted at a later date, Allowance Placeholder							$0.00	$0.00
8	Will be submitted at a later date, Allowance Placeholder							$0.00	$0.00
9	Will be submitted at a later date, Allowance Placeholder							$0.00	$0.00
10	Will be submitted at a later date, Allowance Placeholder							$0.00	$0.00
11	Will be submitted at a later date, Allowance Placeholder							$0.00	$0.00
12	0	-$10,441.00	$10,441.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
13	0	-$12,751.00	$12,751.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
14	Will be submitted at a later date, Allowance Placeholder							$0.00	$0.00
15	0	$4,743.00	$0.00	$0.00	-$4,743.00	$0.00	$0.00	$0.00	$0.00
16	0	$31,331.65	-$31,331.65	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
17	0	-$1,856.86	$1,856.86	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
18	0	-$5,083.00	$5,083.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
19	0	$665.00	-$665.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
20	0	-$8,023.00	$8,023.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
21	0	-$6,139.00	$6,139.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
22	0	-$12,050.00	$12,050.00	$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	$0.00
								$0.00	$0.00
								$0.00	$0.00
Totals	38	$6,637,412.90	$172,296.21	$285,095.00	$188,524.89	$502,053.00	$209,258.00	$7,994,640.00	$7,994,640.00

Commissioners Court - Regular Session **32.**

Meeting Date: 07/11/2017

Sheriff's Office Training Center, P323 - PCO # 22

Submitted By: Gina Wrehsnig, Facilities Maintenance

Department: Facilities Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County Sheriff's Office Training Center Project; PCO #22, in the amount of $12,050.00 to be paid from the Construction Manager's Contingency, for OSSF Permit Set.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SOTC-PCO22

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/06/2017 08:41 AM
Form Started By: Gina Wrehsnig		Started On: 07/06/2017 07:30 AM
Final Approval Date: 07/06/2017		

COST ITEMIZATION

PCO NO.	**22**
PROJECT:	**Williamson County Sheriff's Office Training Center**
CONSTR. MGR.:	**American Constructors, Inc.**
DOCUMENT NAME:	PR 007
SUBJECT:	OSSF Permit Set

DATE: 06/21/17

Funding Source CM Contingency

Extended Calender Days Requested:

ITEMIZED COST BREAKDOWN

DESCRIPTION--Use Separate line for each item

Sub Name	*Work Description*	FIRM	ESTIMATED	TOTAL
Wastewater Sol	**OSSF Permit Set**	**$12,050.00**		**$12,050.00**

***** Quote backup for sub pricing is attached*****

Total **$12,050.00**

Note:

The cost proposal as shown above is only inclusive of the cost of the work for this change proposal. If unforseen conditions are encountered these costs may be revised and re-submitted. The Construction Manager's cost of bonds, insurance, and fee will be included at the rate stipulated in the contract in the final reconciliation and/or owner change order.

This Cost Proposal has no impact on the GMP of $7,994,640.00.

David A. Achterberg Digitally signed by David A. Achterberg DN: C=US, E=dachterberg@bsw-architects.com, O=Brinkley Sargent Wiginton Architects, CN=David A. Achterberg, L=Austin, TX, Contact Info: dachterberg@bsw-architects.com Date: 2017.06.22 18:15:37-05'00'

Brinkley Sargent Wiginton Architects Date

6.27.17

Williamson County Date

07-05-2017

PROPOSAL REQUEST

BRINKLEY SARGENT WIGINTON ARCHITECTS

Distribution: OWNER ☒ ARCHITECT ☒ CONSULTANT ☒ CONTRACTOR ☒ FIELD ☐ OTHER ☐

PROJECT: **Williamson County Sheriff's Office Training Center**
8160 Chandler Road
Hutto, TX 78634

PROPOSAL REQUEST NO: **07**

OWNER: Williamson County
3151 SE Inner Loop
Georgetown, Texas 78626

TO: American Constructors, Inc.
11900 West Parmer Lane
Cedar Park, TX 78613

INITIATION DATE: 06/16/17

PROJECT NO.: 21522.00

CONTRACT FOR: General Construction

CONTRACT DATE: 12/20/16

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein.

Item No. 1. Price the OSSF Plan, approved under Permit 2017-89 and issued 2017-06-12 as Sheets CVR Cover, W1 Overall Site Plan, W2 Field Layout, W3 Treatment Plan, W4 Details and Notes, W5 Details and Notes, W6 Calculations and W7 Floor Plan.

Attachments: CVR Cover, W1 Overall Site Plan, W2 Field Layout, W3 Treatment Plan, W4 Details and Notes, W5 Details and Notes, W6 Calculations and W7 Floor Plan.

ISSUED: BRINKLEY SARGENT WIGINTON ARCHITECTS
By: David Achterberg 6/16/2017

ARCHITECT DATE

Document: BSWA-CA-PR Version: 1.01

wastewater solutions

9217 Hwy. 290 West, Suite 100, Austin, Texas 78736
512.707.7027 • Fax 512.617.1524
www.wastewater-solutions.net

WILLIAMSON COUNTY PURCHASING GEORGETOWN, TEXAS

BID SCOPE SHEET

DATE: November 17, 2016

TO: American Constructors

PROJECT: Williamson County Sherriff's Department Proposed Facility

BASE BID: **$136,700.00** **OSSF System for the Williams on County Sheriff's Department Proposed Facility per Low Pressure Dose System Draft OSSF Narrative by WWD 11-7-16**
(THIS BID IS BASED ON OUR FIRMS TO A MUTUALLY AGREEABLE CONTRACT)

PLAN SHEETS: **NA**

WORK INCLUDED:

Installation of OSSF:

1. One 1,000 gallon single compartment Affordable Concrete Products (ACP) septic tank, heavy duty to withstand excessive soil pressure
2. One 2,000 gallon single compartment Affordable Concrete Products (ACP) septic tank, heavy duty to withstand excessive soil pressure
3. One 2,000 gallon single compartment ACP dosing tank, heavy duty to withstand excessive soil pressure
4. 4" SCH80 PVC Gravity Piping, allow 400'
5. Six Tuff Septic Tank Riser Lids
6. A300 series Zabel filter
7. 2" SCH40 PVC Pressure Rated Piping, allow 40'
8. 3,333 linear feet of 1-1/2" laterals with 5/8" holes
9. 12" Porous media under laterals (12'x12" trenches)
10. Duplex Barnes Step-SS 1.0 hp Pumps with Controls
11. Soil import of Class II or III up to 12" over disposal area
12. Revegetation

Exclusions

1. Watering of the fields to establish grass cover.
2. Installation of the grease trap for the building
3. Cost of water used in testing the system.
4. Sod or any additional landscaping beyond seeding the fields for inspection purposes.
5. Erosion control measures and maintenance
6. SWPPP plans
7. Anything not specifically included above
8. Power of suitable amperage and voltage will be installed to the tank location by others
9. Permitting and design

wastewater solutions

9217 Hwy. 290 West, Suite 100, Austin, Texas 78736
512.707.7027 • Fax: 512.617.1524
www.wastewater-solutions.net

WILLIAMSON COUNTY PURCHASING GEORGETOWN, TEXAS

BID SCOPE SHEET

DATE: November 17, 2016
TO: American Constructors
PROJECT: Williamson County Sheriff Office Training Center

BASE BID: $449,300.00 Site Utilities, Water, Wastewater, Storm
Alternate "A" 8" Storm, Headwall. **Add $8,700.00**
"Add" for WW lift station (May not be required) **Add $23,200.00**
" Add" for Drip WW System **Add $136,700.00**

(This bid is based on our firms agreeing to a mutually agreeable contract)
(This bid is good for 30 days)

WORK INCLUDED:

1. **Wastewater**:
   a. Piping and Fittings 520lf- 6" and 4" SDR-26

2. **Storm:**
   a. 140'-18" RCP Class 111, 18" Headwall
   b. 160'-12" HDPE
   c. Detention Pond- 85'-24" HDPE
   d. Road Culverts
      Dual 18" 90' ea=180' RCP, with 2-headwall
      65'- 18" RCP with 2-Headwall rip rap
      100'-24" RCP with 2- head walls Rip Rap
   e. Crawl Space
      80'-6" pvc with dome drain

3. **Water:**
   a. **Off site** 4100'- 12" PVC C-900,
   b. **Tap:** 18" x 12" tap
   c. **Steel Encasement:** 35'
   d. **Creek Crossing**
   e. **Relocate existing meter**
   f. **3" domestic water service**-3300'
   g. **6" BFP/ Vault, 3" BFP/ Vault, 2" BFP/ vault**
   h. **Fire Hydrant - 2**
   i. **Fire line Stub Up Into Building**
   j. **6" FDC and piping**
   k. **2" Dom. Meter Assembly**

ADDENDA RECEIVED
SPECIFICATIONS: On plans
DRAWING NUMBERS: C-11, C-12, C-13, C-17, C-18, C-19, C-20, C-21, C-22, C-23, C-24, C-25, Dated 10-28-2016

Items Not Included:

1. City Capitol Recovery fees, Meter drop fees
2. Forming and Pouring Trench Drain
3. Downspout boots or final connections to Building downspouts
4. Pond Outlet Structures
5. Haul Off spoils
6. WW septic system

Respectfully Submitted, Bill Whatley, Waste Water Solutions

wastewater solutions

9217 Hwy. 290 West, Suite 100, Austin, Texas 78736
512.707.7027 • Fax 512.617.1524
www.wastewater-solutions.net

BID SCOPE SHEET

Revised 148,750.00
Original 136,700.00
Permit set 12,050.00

DATE: June 20, 2017

TO: American Constructors

PROJECT: Williamson County Sherriff's Department Proposed Facility

BASE BID: **$148,750.00** **OSSF System for the Williams on County Sheriff's Department**
(THIS BID IS BASED ON OUR FIRMS TO A MUTUALLY AGREEABLE CONTRACT)

PLAN SHEETS: **W-0 through W-7 Prepared by WWD Engineering Dated 6-12-17**

WORK INCLUDED:

Installation of OSSF:

1. One 1,000 gallon single compartment Affordable Concrete Products (ACP) septic tank, heavy duty to withstand excessive soil pressure
2. One 2,000 gallon single compartment Affordable Concrete Products (ACP) septic tank, heavy duty to withstand excessive soil pressure
3. One 2,500 gallon single compartment ACP dosing tank, heavy duty to withstand excessive soil pressure
4. 4" SCH80 PVC Gravity Piping 580'
5. Six Tuff Septic Tank Riser Lids
6. A300 series Zabel filter
7. 2" SCH40 PVC Pressure Rated Piping 470'
8. 3,360 linear feet of 1-1/2" laterals with 5/8" holes
9. 12" Porous media under laterals (12'x12" trenches)
10. Duplex Barnes Step-SS 1.0 hp Pumps with Controls
11. Soil import of Class II or III up to 12" over disposal area
12. Revegetation

Exclusions

1. Watering of the fields to establish grass cover.
2. Installation of the grease trap for the building
3. Cost of water used in testing the system.
4. Sod or any additional landscaping beyond seeding the fields for inspection purposes.
5. Erosion control measures and maintenance
6. SWPPP plans
7. Anything not specifically included above
8. Power of suitable amperage and voltage will be installed to the tank location by others
9. Permitting and design

AMERICAN CONSTRUCTORS

Funds Tracking Log

Williamson County
Sheriff's Office Training
Center

PCO number	Time Extension Days	Cost of Work	CM Contingency	Owner Contingency	Allowance	General Conditions	Construction Phase Fee	GMP	Total updated contract amount
GMP	N/A	$6,509,639.00	$285,095.00	$285,095.00	$203,500.00	$502,053.00	$209,258.00	$7,994,640.00	$7,994,640.00
1	22	$1,200.00	$0.00	$0.00	-$1,200.00	$0.00	$0.00	$0.00	$0.00
2	16	$106,356.00	-$106,356.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
3	0	$8,330.00	-$8,330.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4	0	$225.00	$0.00	$0.00	-$225.00	$0.00	$0.00	$0.00	$0.00
5	0	$22,460.00	-$22,460.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
6	0	$8,807.11	$0.00	$0.00	-$8,807.11	$0.00	$0.00	$0.00	$0.00
7	Will be submitted at a later date, Allowance Placeholder							$0.00	$0.00
8	Will be submitted at a later date, Allowance Placeholder							$0.00	$0.00
9	Will be submitted at a later date, Allowance Placeholder							$0.00	$0.00
10	Will be submitted at a later date, Allowance Placeholder							$0.00	$0.00
11	Will be submitted at a later date, Allowance Placeholder							$0.00	$0.00
12	0	-$10,441.00	$10,441.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
13	0	-$12,751.00	$12,751.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
14	Will be submitted at a later date, Allowance Placeholder							$0.00	$0.00
15	0	$4,743.00	$0.00	$0.00	-$4,743.00	$0.00	$0.00	$0.00	$0.00
16	0	$31,331.65	-$31,331.65	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
17	0	-$1,856.86	$1,856.86	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
18	0	-$5,083.00	$5,083.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
19	0	$665.00	-$665.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
20	0	-$8,023.00	$8,023.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
21	0	-$6,139.00	$6,139.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
22	0	-$12,050.00	$12,050.00	$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	$0.00
								$0.00	$0.00
								$0.00	$0.00
Totals	38	$6,637,412.90	$172,296.21	$285,095.00	$188,524.89	$502,053.00	$209,258.00	$7,994,640.00	$7,994,640.00

Commissioners Court - Regular Session **33.**

Meeting Date: 07/11/2017

Discuss consider and take appropriate action on the preliminary plat for the Chacado Hills subdivision - Pct 3

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

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on the preliminary plat for the Chacado Hills subdivision - Pct 3

Background

This subdivision consists of one 9.63-acre single family lot and no new public roads.

Fiscal Impact

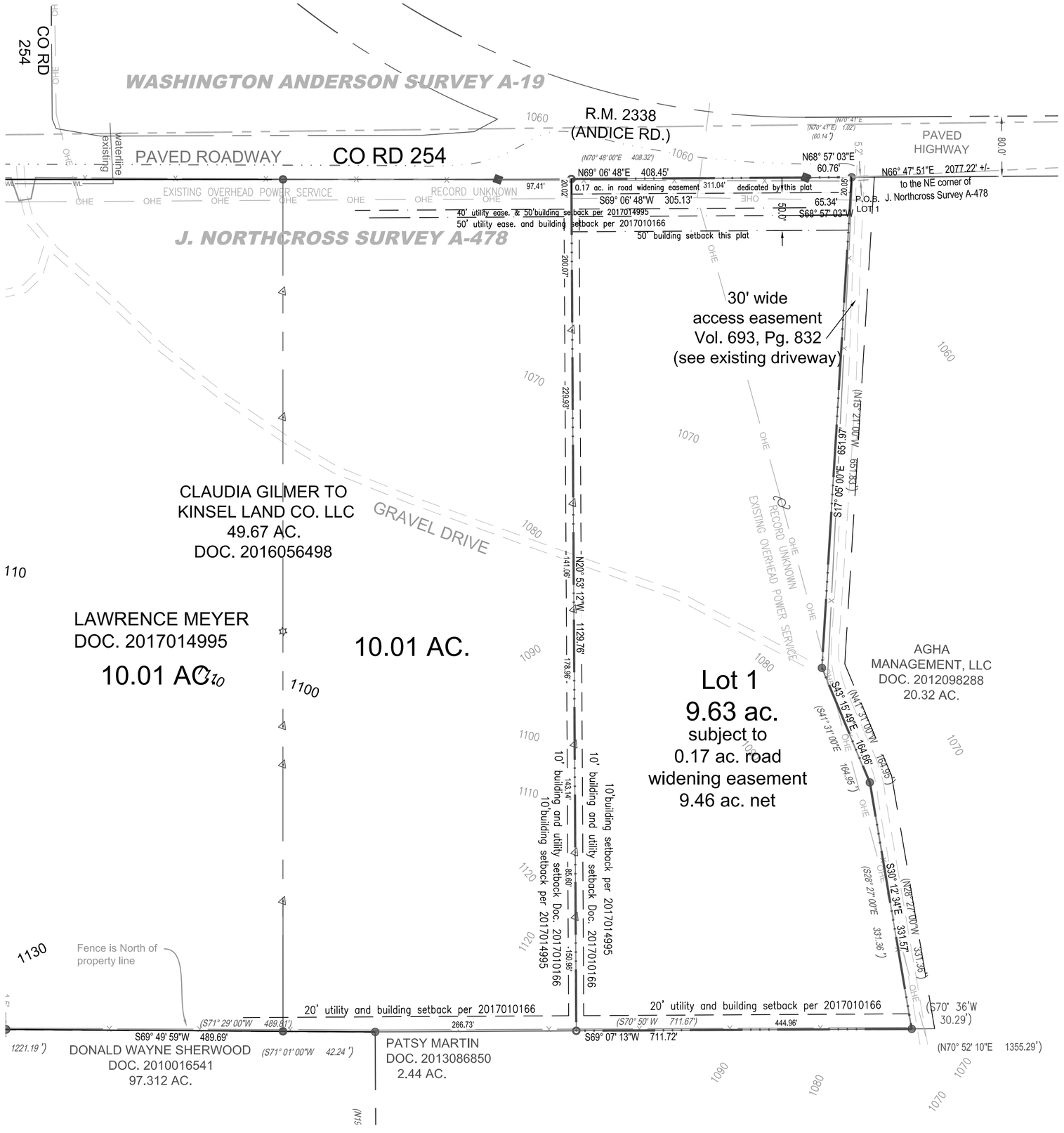
From/To	Acct No.	Description	Amount

Attachments

Chacado Hills

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/26/2017 08:15 AM
Form Started By: Katheryn Cromwell		Started On: 06/25/2017 10:36 PM
Final Approval Date: 06/26/2017		

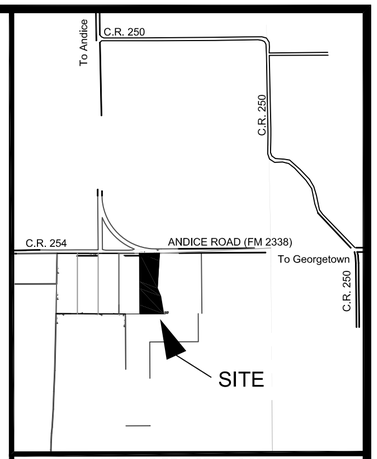


GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

Note:
The bearing basis of this survey is the State Plane Coordinate System
Texas Central Zone
Western Data VRS Network
Datum: Geoid 12a, NAVD88, NAD83
Convergence: 1°17'01.06"



LOCATION SKETCH
SCALE: 1"= 5000'

LEGEND

P.U.E. PUBLIC UTILITY EASEMENT	— — —
IRON PIN FOUND (STEEL PIN)	●
IRON PIN SET	○
CONCRETE MONUMENT FOUND	■
60 penny nail set	△
RECORD CALLS (BEARING / DISTANCE)	
RECORD FILE LOCATION (VOLUME / PAGE)	
DATA THIS SURVEY BEARING/ DISTANCE	
RECORD TRACT LINES	——— — — ———
BOUNDARY LINES	———

All document references are in Williamson Co., Tx.
Official Public Records of Williamson Co., TX. OPRWCT

DESCRIPTION FOR CHACADO HILLS LOT 1

BEING 9.63 ac. of the James Northcross Survey, Abstract No. 478, in Williamson County, Texas; part of the 49. 67 acre property that was conveyed by Claudia Gilmer to Kinsel Land Co. LLC, as described in Doc. 2016056498, of the Official Public Records of Williamson County, Texas (OPRWCT). This tract was surveyed on the ground in January of 2017 under the direction of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Survey note: The bearing basis for this survey is the State Plane Coordinate System, Texas Central Zone, Western Data VRS Network.

BEGINNING at an iron pin which was found in the South line of Andice Road (R.M. 2338), at the Northeast corner of the said 49.67 acres and at the Northwest corner of the property described in a deed to AGHA Management, LLC (20.32 ac. Doc. 2012098288). The Northeast corner of the J. Northcross Survey stands approximately N 66°47'51" E 2077.22 feet +-, according to record information.

THENCE with the East boundary of the said 49.67 acres and the West boundary of the property described in a deed to AGHA Management, LLC, with a boundary that does not follow the existing fence, finding iron pins as follows; S 17°05'00" E 651.97 feet; S 43°15'49" E 164.66 feet; and S 30°12'34" E 331.57 feet to the Southeast corner of the said 49.67 acres. This corner exists in the North boundary of the 32.44 acre tract that was conveyed to Patsy Martin as described in Doc. 2013086850.

THENCE with the South boundary of the property of Kinsel Land Co. LLC, and the North boundary of Patsy Martin, finding remnants of an old fence, with a line that departs from the newer fence, S 69°07'13" W 444.96 feet to an iron pin which was set for the Southwest corner of this parcel and for the Southeast corner of a tract of 10.01 acres that was surveyed this date.

THENCE with the East boundary of the 10.01 acres, N 20°53'12" W 1129.76 feet to an iron pin which was set in the South line of County Road 254.

THENCE with the North boundary of the said 49.67 acres, and the South line of R.M. 2338 (Andice Road), N 69°06'48" E 311.04 feet to the remains of a concrete monument which was found; and N 68°57'03" E 60.76 feet with the North boundary of the said 49.67 acres, to the POINT OF BEGINNING.

CHACADO HILLS
A SUBDIVISION OF 9.63 AC.
PART OF 49.67 AC. OF KINSEL LAND CO. LLC
DOC. 2016056498
SITUATED IN THE JAMES NORTHCROSS SURVEY, A-478
IN WILLIAMSON COUNTY, TEXAS

I, THE UNDERSIGNED, HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, UNDER MY SUPERVISION. THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND IDENTIFIES ANY EVIDENCE OF BOUNDARY LINE CONFLICTS, SHORTAGES IN AREA, PROTRUSIONS, INTRUSIONS, AND OVERLAPPING OF SIGNIFICANT IMPROVEMENTS. THIS PROPERTY ABUTS A PUBLIC ROADWAY, EXCEPT AS SHOWN HEREON. SURVEY DATE JANUARY 16, 2017. LINE STAKES SET MAY 4, 2017

Preliminary: Not to be considered a final survey or recorded for any purpose.

William F. Forest, Jr. R.P.L.S. 1847

NOTE: CONTOURS WERE IMPORTED FROM 2006 GEO MAPS LIDAR PROJECT (NOT SITE VERIFIED)

Forest Surveying & Mapping Company
1002 Ash St. Georgetown, Texas
phone: 512-930-5927
www.forestsurveying.com
TBPLS FIRM NO. 10002000

DATE: revised June 7, 2017
FILE # 2016053 FB.116 P.138
MAP#4-2016053
PROJECT NAME: Gilmer
DWG: CHACADO HILLS LOT 1.dwg
LO: Chacado Hills Lot 1

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

THAT I, CHAD SULLIVAN, ACTING FOR KINSEL LAND CO. LLC, OWNER OF THE 9.63 ACRE PROPERTY AS SHOWN HEREON, WHICH WAS CONVEYED BY DEED AS DESCROBED IN DOC. 2016056498, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPRWCT). THE UNDERSIGNED DOES HEREBY STATE THAT THERE IS NO LIENHOLDER OF THE PROPERTY AS DESCRIBED HEREON, DOES HEREBY ADOPT THIS PLAT, AND DOES HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON ON BEHALF OF THE OWNER. THE UNDERSIGNED REPRESENTATIVE OF THE OWNER DOES HEREBY APPROVE THE RECORDATION OF THIS PLAT ON BEHALF OF THE OWNER AND DEDICATES TO THE PUBLIC ANY STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS, AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE. THIS LOT SHALL BE HELD, SOLD & CONVEYED SUBJECT TO NOTES AND RESTRICTIONS AS SHOWN HEREON. THIS SUBDIVISION SHALL BE KNOWN AS "CHACADO HILLS".

WITNESS MY HAND THIS THE ____ DAY OF _____, 2017 A.D.

_____

CHAD SULLIVAN FOR KINSEL LAND CO. LLC, OWNER
215 W. University Avenue
Georgetown, Tx. 78628
512- 930-5927 phone
512-868-0605 fax

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED CHAD SULLIVAN, 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 SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____day of _____2017, A.D.

_____PRINTED NAME OF NOTARY AND STAMP

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

General notes and requirements:

1. There are no new public roadways approved as a part of this subdivision.
2. In order to promote drainage away from a 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.
3. Existing easements and setbacks are shown hereon according to Doc. 2017010166 and Doc. 2017014995.
4. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR LOT 1 IN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
5. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY FOR COUNTY ROAD 254. BY PLACING ANYTHING IN THE RIGHT-OF-WAY AND/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 IMPROVEMENTS WILL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.

APPROVAL OF WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT:

1. Sewer service for this property will be provided by approved private sewage facilities in conformance with County standards as revised pursuant to statute. Water service is to be provided by an approved potable water supply service.

2. Drainage plan: Surface contouring in areas adjacent to any on-site sewage facility will be designed to maintain favorable drainage patterns so that favorable drainage will continue throughout the property. Drainage improvements will be made if drainage problems become apparent. Rainwater runoff shall be diverted away from the drainfield areas hereon by berms or swales. Drainage patterns shall not be modified in a manner that will negatively impact or effect the proper functioning of the proposed sewage facilities to be designed and/or operated hereon. Any changes to be made to existing surface drainage patterns will require approval of the appropriate regulatory authority. Best management practices, including silt fencing and/or other options for erosion prevention shall be employed during development to protect down slope/downstream properties and retain topsoil.

Based upon the representations of the surveyor whose seal is affixed hereon, and after a reveiw of the plat as presented by the said surveyor, I find that this survey plat complies with the requirements of the Edward's Aquifer Regulations for Williamson County and the Williamson County on-site sewage facility regulations. This certification is made solely upon such representations and should not be relied upon for verification of the facts alleged. The Williamson County and Cities Health District and Williamson County disclaim any responsibility to any member of the public for independent verification of the representations, factual or otherwise contained in this plat and the documents associated with it.

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

This subdivision, to be known as "CHACADO HILLS", has been reviewed by the Williamson County Addressing Department this date.

_____ _____
Williamson County Addressing Date

OWNER'S RESPONSIBILITIES

IN APPROVING THIS PLAT BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS. IT IS UNDERSTOOD THAT THE BUILDING OF ALL THE STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARYTO 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 OR PRIVATE 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.

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. DRIVEWAYS WITHIN THIS SUBDIVISION ARE TO BE PRIVATELY MAINTAINED BY THE PROPERTY OWNERS.

RIGHT OF WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT, OR MAINTENANCE OF THE ADJACENT ROAD. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENTS WILL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.

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

THAT I, DAN 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 THE PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

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

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

I, Nancy Rister, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with it's 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 Doc. #_____.

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

CHACADO HILLS
9.63 AC. PART OF 49.67 AC.
CLAUDIA GILMER TO KINSEL LAND CO. LLC
49.67 AC. DOC. 2016056498
IN THE JAMES NORTHCROSS SURVEY, A-478
IN WILLIAMSON COUNTY, TEXAS

Forest Surveying & Mapping Company
1002 Ash St. Georgetown, Texas
phone: 512-930-5927
www.forestsurveying.com
TBPLS FIRM NO. 10002000

DATE: June 7, 2017, note 4 revised
FILE #
MAP#
PROJECT NAME: GILMER
dwg: Chacado Hills lo: Chacado Hills Sheet 2

Commissioners Court - Regular Session **34.**

Meeting Date: 07/11/2017

Discuss consider and take appropriate action on approval of the revised plat for the Siena Sec 17 Lot 117 Blk O and Lo 88 Blk R subdivision - Pct 4

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

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approval of the revised plat for the Siena Sec 17 Lot 117 Blk O and Lot 88 Blk R subdivision - Pct 4

Background

This is a revised plat of the Siena development. It consists of two open space lots for drainage and no new public roads.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Siena Sec 17 Blk O and Blk R Replat

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	07/05/2017 03:10 PM
Form Started By: Katheryn Cromwell		Started On: 07/05/2017 08:24 AM
Final Approval Date: 07/05/2017		

Commissioners Court - Regular Session **35.**

Meeting Date: 07/11/2017

Discuss consider and take appropriate action on approval of the final plat for the Santa Rita Ranch South Sec 4B subdivision - Pct 2

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

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approval of the final plat for the Santa Rita Ranch South Sec 4B Subdivision - Pct 2

Background

This is the next section of the Santa Rita Ranch South development. It consists of 56 single family lots and 3,174 feet of new public roads. Roadway and drainage construction has been completed.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Santa Rita Ranch South Sec 4B

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/06/2017 09:50 AM
Form Started By: Katheryn Cromwell		Started On: 07/06/2017 09:40 AM
Final Approval Date: 07/06/2017		

Commissioners Court - Regular Session **36.**

Meeting Date: 07/11/2017

burn ban

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 the issuance of a county burn ban.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Wendy Coco	07/06/2017 12:47 PM
Form Started By: Rebecca Clemons		Started On: 07/06/2017 11:07 AM
Final Approval Date: 07/06/2017		

Commissioners Court - Regular Session **37.**

Meeting Date: 07/11/2017

Recognize the Williamson County Tax Assessor/Collector's office as recipient of the 2017 Tyler Excellence Award

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

Department: County Tax Assessor Collector

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to recognize the Williamson County Tax Assessor/Collector's office as the recipient of 2017 Tyler Excellence Award from Tyler Technologies.

Background

With the direction and vision of the Tax Assessor/Collector's Call Center and Property Tax staff, Tyler Technologies developed an intuitive, effective property tax estimator that requires little input and delivers accurate results. The user simply chooses the property for which they want to create the estimate, determines the value with which to calculate the tax, and chooses the applicable exemptions that may apply. The property tax estimate is instantly tabulated based on the data. The user can adjust the property value and exemptions, if desired, and the property tax estimate would change accordingly. This new development is a great tool for home buyers, realtors, mortgage lenders, and title companies to quickly and accurately calculate taxes on properties in Williamson County.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Press Release

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/06/2017 10:13 AM
Form Started By: Judy Kocian		Started On: 07/06/2017 09:38 AM
Final Approval Date: 07/06/2017		

Press Release

Williamson County Tax Assessor/Collector's office

County office saves time and money with new online property tax estimator

The Williamson County Tax Assessor/Collector's office received the 2017 Tyler Excellence Award on May 8, 2017 at the Tyler Connect Conference held in San Antonio. The office was presented the award for their vision, direction and development in an online property tax estimator. Taxpayers and businesses called the Tax Assessor/Collector's office daily for property tax estimates. To provide an accurate answer, the process could take up to ten minutes calculating the tax estimate for each property.

With the direction and vision of the Tax Assessor/Collector's Call Center and Property Tax staff, Tyler Technologies developed an intuitive, effective property tax estimator that requires little input and delivers accurate results. The user simply chooses the property for which they want to create the estimate, determines the value to calculate the tax with and chooses the applicable exemptions that may apply. The property tax estimate is instantly tabulated based on the data. The user can adjust the property value and exemptions, if desired, and the property tax estimate would change accordingly. This new development is a great tool for home buyers, Realtors, mortgage lenders and title companies to quickly and accurately calculate taxes on properties in Williamson County.

Williamson County Tax Assessor/Collector, Larry Gaddes stated "Tyler and their Orion team delivered our vision and then some. The tax estimator has significantly increased our staff's efficiency and level of customer service when responding to taxpayer questions." The link for the property tax estimator is http://orionpa.tylerhost.net/Tax-Estimator.

Commissioners Court - Regular Session **38.**

Meeting Date: 07/11/2017

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

Submitted By: Angela Dismukes, Ag Extension

Department: Ag Extension

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/28/2017 09:39 AM
Form Started By: Angela Dismukes		Started On: 06/27/2017 11:43 AM
Final Approval Date: 06/28/2017		

Commissioners Court - Regular Session **39.**

Meeting Date: 07/11/2017

Public Hearing

Submitted By: Teresa Baker, Information Technology

Department: Information Technology

Agenda Category: Regular Agenda Items

Information

Agenda Item

10:00 a.m. Hold public hearing pursuant to Tex. Transp. Code § 251.152 regarding proposed street name change in Pct. 3 for Logan's Way to Rocky Top Ranch.

Background

Public Hearing to change Logan's Way to Rocky Top Ranch.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	07/05/2017 03:10 PM
Form Started By: Teresa Baker		Started On: 07/05/2017 10:43 AM
Final Approval Date: 07/05/2017		

Commissioners Court - Regular Session **40.**

Meeting Date: 07/11/2017

Action Item for Public Hearing on Street Name Change

Submitted By: Teresa Baker, Information Technology

Department: Information Technology

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any appropriate action pursuant to Tex. Transp. Code § 251.152 regarding proposed street name change in Pct. 3 for Logan's Way to Rocky Top Ranch.

Background

Action item for street name change.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	07/05/2017 03:13 PM
Form Started By: Teresa Baker		Started On: 07/05/2017 10:47 AM
Final Approval Date: 07/05/2017		

Commissioners Court - Regular Session **41.**

Meeting Date: 07/11/2017

ITS Public Hearing

Submitted By: Tara Raymore, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

10:00 Conduct public hearing relating to a request from the ITS Department to increase the budgeted salary amount for the position of Office Administrator, Position #0958, in the ITS Department and discuss (1) the reason for the payment in excess of the budgeted amount is being offer to the employee, including the public purpose that will be served by making the excess payment; and (2) the exact amount of the excess payment, the sources of the payment, and the terms for distribution of the payment that effect and maintain the public purpose to be served by making the excess payment.

Background

This position was reclassified due to additional duties and responsibilities. The reason for the payment in excess of the original budgeted amount is to bring the position to the bottom of the new pay grade since all positions by policy, must be paid at least the minimum of the pay grade for the position. The public purpose that is served by this action is added efficiencies by decreasing the time that technology processes take to complete which could have a direct impact on services provided to the public, (i.e. software and hardware repairs, installations, etc.). The total annual salary cost increase is $4,537.97 from the department's current unallocated funds and will be paid via the normal bi-weekly payroll.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ITS Reclass

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/06/2017 09:50 AM
Form Started By: Tara Raymore		Started On: 06/29/2017 10:42 AM
Final Approval Date: 07/06/2017		

RECLASSIFICATION REQUEST

The following documents must be included with this request: current job description, proposed job description, current ORG chart and proposed ORG chart.

Position Number	Department/Office
0958	ITS
Current Position Title	**Proposed Position Title**
IT Office Spec III	Office Administrator
Current Pay Grade	**Proposed Pay Grade**
B.19	B.22
Current Salary	**Proposed Salary**
$33,856.70	$38,394.67
Total Percent Increase	**Total $ Increase**
13.4%	$4,537.97

LIST ADDITIONAL DUTIES/RESPONSIBILITIES/STAFF

Added duties and responsibilities include:

coordination of help desk tickets (assignment, monitoring, follow-up)
coordination of installation of hardware and software (scheduling, follow-up)
monitoring and receipt of orders
provides level 1 technical assistance
produces reports and analyzes metrics
updates and manages inventory

LIST OTHER SIGNIFICANT INFORMATION THAT SUPPORTS THIS REQUEST

The duties and responsibilities of this position are consistent with the Office Administrator title and grade.

HR USE ONLY

HR Recommended Title	HR Recommended Pay Grade
Office Administrator	B.22
HR Recommended Salary	**Department(s) with Similar Positions**
$38,394.67	Various
Does this Cause Inequity?	**Budget Source**
No	Unallocated

Commissioners Court - Regular Session **42.**

Meeting Date: 07/11/2017

ITS Reclass

Submitted By: Tara Raymore, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a request by the ITS Department to increase the budgeted salary amount for the position of Office Administrator, position #0958, in the ITS Department from the budgeted annual salary amount of $33,856.70 to the increased salary amount of $38,394.67.

Background

The reclassification policy allows a Department Head or Elected Official to increase the salary of a position to the bottom of the new grade or up to a 10% increase in pay if the current salary is above the bottom of the new grade, if approved by Commissioner's Court following a public hearing.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ITS Reclass

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/06/2017 09:50 AM
Form Started By: Tara Raymore		Started On: 06/29/2017 10:44 AM
Final Approval Date: 07/06/2017		

RECLASSIFICATION REQUEST

The following documents must be included with this request: current job description, proposed job description, current ORG chart and proposed ORG chart.

Position Number	Department/Office
0958	ITS
Current Position Title	**Proposed Position Title**
IT Office Spec III	Office Administrator
Current Pay Grade	**Proposed Pay Grade**
B.19	B.22
Current Salary	**Proposed Salary**
$33,856.70	$38,394.67
Total Percent Increase	**Total $ Increase**
13.4%	$4,537.97

LIST ADDITIONAL DUTIES/RESPONSIBILITIES/STAFF

Added duties and responsibilities include:

coordination of help desk tickets (assignment, monitoring, follow-up)
coordination of installation of hardware and software (scheduling, follow-up)
monitoring and receipt of orders
provides level 1 technical assistance
produces reports and analyzes metrics
updates and manages inventory

LIST OTHER SIGNIFICANT INFORMATION THAT SUPPORTS THIS REQUEST

The duties and responsibilities of this position are consistent with the Office Administrator title and grade.

HR USE ONLY

HR Recommended Title	HR Recommended Pay Grade
Office Administrator	B.22
HR Recommended Salary	**Department(s) with Similar Positions**
$38,394.67	Various
Does this Cause Inequity?	**Budget Source**
No	Unallocated

Commissioners Court - Regular Session **43.**

Meeting Date: 07/11/2017

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	06/21/2017 03:46 PM
Form Started By: Lydia Linden		Started On: 06/21/2017 02:18 PM
Final Approval Date: 06/21/2017		

Commissioners Court - Regular Session **44.**

Meeting Date: 07/11/2017

Sheriff's Office Training Center, P323 - PCO # 16

Submitted By: Gina Wrehsnig, Facilities Maintenance

Department: Facilities Maintenance

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County Sheriff's Office Training Center Project; PCO #16, in the amount of $31,331.65 to be paid from the Construction Manager's Contingency, for Pier Casing.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SOTC-PCO16

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/06/2017 08:41 AM
Form Started By: Gina Wrehsnig		Started On: 07/06/2017 07:23 AM
Final Approval Date: 07/06/2017		

COST ITEMIZATION

PCO NO. 16

PROJECT: **Williamson County Sheriff's Office Training Center**

CONSTR. MGR.: **American Constructors, Inc.**

DOCUMENT NAME: Piers

DATE: 05/25/17

SUBJECT: Pier Casing

Funding Source CM Contingency

Extended Calender Days Requested:

ITEMIZED COST BREAKDOWN

DESCRIPTION--Use Separate line for each item

Sub Name	*Work Description*	FIRM	ESTIMATED	TOTAL
CX2	**Pier Casing**		**$31,331.65**	**$31,331.65**

CX2
construction inc.
19507 FM 150 West Driftwood, TX 78619
Office- (512) 858-9203 Fax (512) 858-5608
wendyt@cx2construction.com

Proposed Change Order

Project: Wilco
CX2 Change Order Request: Piers

Description of Change Order: Temporary Pier Casings

Labor:
Equipment:
Materials:

Total

Grand total this CO

Architectural Plans : NA

Structural Plans : NA

Civil Plans : NA

Schedule Impact : NA

Approved by : _____

Title : _____

Subcontractor Breakdown:						
Man hours and Equipment		CX2 Construction, Inc				DATE:
Material						
Item:	Units	Rate	Subtotal	Plus Tax	Plus 15%	
N/A						
				Sub Total Labor		$
Equipment:						
N/A						
				Sub Total Equipment		$
Materials						
Temporary Pier Casing	1	$31,331.65	$ 31,331.65	$ 31,331.65	$ 31,331.65	$
				Sub Total Material		$
Total						$

American Constructors

Project: WCSOTC

Documents					Field Data								
		Grid						Drilled Pier ACTUAL Length					
Pier #	Cased	H	V	Pier Dia. (")	Date Drilled	Pier Depth Measured from Top of Pad	Actual Bottom of Pier Elevation	24	30	36	42	48	54	60
1		B.1	1	30	2/24/17	35.25	64.75	-	35.25	-	-	-	-	-
2		A.2	5.A	24	2/24/17	34.00	66.00	34.00	-	-	-	-	-	-
3		A.C	4.7	24	2/24/17	31.33	68.67	31.33	-	-	-	-	-	-
4		B.1	5	24	2/24/17	33.17	66.83	33.17	-	-	-	-	-	-
5		B.1	4.7	24	2/24/17	31.42	68.58	31.42	-	-	-	-	-	-
6		A.1	4.4	24	2/24/17	33.33	66.67	33.33	-	-	-	-	-	-
7		B.6	5	24	2/24/17	33.00	67.00	33.00	-	-	-	-	-	-
8		A.1	3	24	2/24/17	32.67	67.33	32.67	-	-	-	-	-	-
9		A.1	2	24	2/24/17	33.25	66.75	33.25	-	-	-	-	-	-
10		A	5.A	42	2/24/17	34.58	65.42	-	-	-	34.58	-	-	-
11		A	4.4	54	2/25/17	34.00	66.00	-	-	-	-	-	34.00	-
12		A.1	4	24	2/25/17	33.00	67.00	33.00	-	-	-	-	-	-
13		F	5	36	2/25/17	33.58	66.42	-	-	33.58	-	-	-	-
14		E	5	36	2/25/17	33.42	66.58	-	-	33.42	-	-	-	-
15		D	5	36	2/25/17	33.67	66.33	-	-	33.67	-	-	-	-
16		C	5	30	2/25/17	33.58	66.42	-	33.58	-	-	-	-	-
17		G	5	30	2/25/17	33.50	66.50	-	33.50	-	-	-	-	-
18		C	1	30	2/27/17	33.50	66.50	-	33.50	-	-	-	-	-
19		A.1	1	24	2/27/17	33.17	66.83	33.17	-	-	-	-	-	-
20		B.6	1	24	2/27/17	32.25	67.75	32.25	-	-	-	-	-	-
21		B	1	36	2/27/17	32.50	67.50	-	-	32.50	-	-	-	-
22		D	1	36	2/27/17	32.50	67.50	-	-	32.50	-	-	-	-
23		F.2	1	48	2/27/17	32.00	68.00	-	-	-	-	32.00	-	-
24		F	4	48	2/27/17	32.33	67.67	-	-	-	-	32.33	-	-
25		E	4	48	2/27/17	31.17	68.83	-	-	-	-	31.17	-	-
26		A.8	4	48	2/27/17	31.00	69.00	-	-	-	-	31.00	-	-
27		B.6	4	42	2/27/17	31.33	68.67	-	-	-	31.33	-	-	-
28		C.5	4	30	2/27/17	31.00	69.00	-	31.00	-	-	-	-	-
29		C.5	3	30	2/28/17	30.33	69.67	-	30.33	-	-	-	-	-
30		A.2	3	42	2/28/17	31.67	68.33	-	-	-	31.67	-	-	-
31		A.2	2	42	2/28/17	32.50	67.50	-	-	-	32.50	-	-	-
32		E	3	42	2/28/17	31.33	68.67	-	-	-	31.33	-	-	-
33		D	3	42	2/28/17	30.50	69.50	-	-	-	30.50	-	-	-
34		C.8	4	24	2/28/17	30.17	69.83	30.17	-	-	-	-	-	-
35		D.3	4	36	2/28/17	32.00	68.00	-	-	32.00	-	-	-	-
36		C.5	2	36	2/28/17	30.67	69.33	-	-	30.67	-	-	-	-
37		B.6	2	48	2/28/17	31.00	69.00	-	-	-	-	31.00	-	-
38		D.3	2	48	2/28/17	30.58	69.42	-	-	-	-	30.58	-	-
39	yes	H	5	24	3/1/17	33.25	66.75	33.25	-	-	-	-	-	-
40	yes	H	4	24	3/1/17	33.33	66.67	33.33	-	-	-	-	-	-
41	yes	G	4	36	3/1/17	31.67	68.33	-	-	31.67	-	-	-	-
42	yes	G	1	30	3/1/17	34.17	65.83	-	34.17	-	-	-	-	-
43	yes	H	3	24	3/1/17	33.00	67.00	33.00	-	-	-	-	-	-
44	yes	H	2	24	3/1/17	33.17	66.83	33.17	-	-	-	-	-	-
45	yes	H	1	24	3/2/17	33.00	67.00	33.00	-	-	-	-	-	-
46	yes	G	2	42	3/2/17	31.50	68.50	-	-	-	31.50	-	-	-
47	yes	G	3	36	3/2/17	31.67	68.33	-	-	31.67	-	-	-	-

Pier #	Cased	Grid H	Grid V	Pier Dia. (")	Date Drilled	Pier Depth Measured from Top of Pad	Actual Bottom of Pier Elevation	Drilled Pier ACTUAL Length 24	30	36	42	48	54	60
48	yes	F	3	54	3/2/17	30.00	70.00	-	-	-	-	-	30.00	-
49	yes	B.6	3	48	3/3/17	30.17	69.83	-	-	-	-	30.17	-	-
50		E	1	54	3/3/17	33.25	66.75	-	-	-	-	-	33.25	-
51		D.9	2	54	3/3/17	33.00	67.00	-	-	-	-	-	33.00	-
52	yes	F.2	1	48	3/3/17	32.33	67.67	-	-	-	-	32.33	-	-
53	yes	F	2	60	3/3/17	31.08	68.92	-	-	-	-	-	-	31.08

	24	30	36	42	48	54	60
Actual depth =	556.51	231.33	291.68	223.41	250.58	130.25	31.08
Bid depth =	595.00	245.00	315.00	245.00	280.00	140.00	35.00
Difference =	-38.49	-13.67	-23.32	-21.59	-29.42	-9.75	-3.92

Drilled Pier Lengths

WCSOTC

Diameter	Quantity of Piers	Total Bid Pier Length (FT)	Total Actual Pier Length (FT)	Delta (FT)	ADD'L LENGTH $/LF	LESS LENGTH $/LF	Delta ($)
18"	0	0	0.00	0	$0.00	$0.00	$0.00
24"	17	595	556.51	-38.49	$55.00	$2.00	-$76.98
30"	7	245	231.33	-13.67	$70.00	$2.50	-$34.18
36"	9	315	291.68	-23.32	$85.00	$3.00	-$69.96
42"	7	245	223.41	-21.59	$96.00	$3.50	-$75.57
48	8	280	250.58	-29.42	$108.00	$4.00	-$117.68
54	4	140	130.25	-9.75	$125.00	$4.50	-$43.88
60	1	35	31.08	-3.92	$130.00	$5.00	-$19.60
					Credit provided on PCO 20. **Net $ Change**		-$437.84

CASING

Diameter	Quantity of Piers	Depth (FT)	Casing $/LF	Delta ($)
24"	5	165.75	$42.00	$6,961.50
30"	1	34.17	$60.00	$2,050.20
36"	2	63.34	$78.00	$4,940.52
42"	1	31.5	$90.00	$2,835.00
48	1	32.33	$105.00	$3,394.65
54	1	30	$180.00	$5,400.00
60	1	31.08	$185.00	$5,749.80
				$31,331.67

AMERICAN CONSTRUCTORS

Funds Tracking Log

Williamson County
Sheriff's Office Training
Center

PCO number	Time Extension Days	Cost of Work	CM Contingency	Owner Contingency	Allowance	General Conditions	Construction Phase Fee	GMP	Total updated contract amount
GMP	N/A	$6,509,639.00	$285,095.00	$285,095.00	$203,500.00	$502,053.00	$209,258.00	$7,994,640.00	$7,994,640.00
1	22	$1,200.00	$0.00	$0.00	-$1,200.00	$0.00	$0.00	$0.00	$0.00
2	16	$106,356.00	-$106,356.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
3	0	$8,330.00	-$8,330.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4	0	$225.00	$0.00	$0.00	-$225.00	$0.00	$0.00	$0.00	$0.00
5	0	$22,460.00	-$22,460.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
6	0	$8,807.11	$0.00	$0.00	-$8,807.11	$0.00	$0.00	$0.00	$0.00
7	Will be submitted at a later date, Allowance Placeholder							$0.00	$0.00
8	Will be submitted at a later date, Allowance Placeholder							$0.00	$0.00
9	Will be submitted at a later date, Allowance Placeholder							$0.00	$0.00
10	Will be submitted at a later date, Allowance Placeholder							$0.00	$0.00
11	Will be submitted at a later date, Allowance Placeholder							$0.00	$0.00
12	0	-$10,441.00	$10,441.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
13	0	-$12,751.00	$12,751.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
14	Will be submitted at a later date, Allowance Placeholder							$0.00	$0.00
15	0	$4,743.00	$0.00	$0.00	-$4,743.00	$0.00	$0.00	$0.00	$0.00
16	0	$31,331.65	-$31,331.65	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
17	0	-$1,856.86	$1,856.86	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
18	0	-$5,083.00	$5,083.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
19	0	$665.00	-$665.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
20	0	-$8,023.00	$8,023.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
21	0	-$6,139.00	$6,139.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
22	0	-$12,050.00	$12,050.00	$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	$0.00
								$0.00	$0.00
								$0.00	$0.00
Totals	38	$6,637,412.90	$172,296.21	$285,095.00	$188,524.89	$502,053.00	$209,258.00	$7,994,640.00	$7,994,640.00

Commissioners Court - Regular Session **45.**

Meeting Date: 07/11/2017

Sheriff's Office Training Center, P323 - PCO # 2

Submitted By: Gina Wrehsnig, Facilities Maintenance

Department: Facilities Maintenance

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County Sheriff's Office Training Center Project; PCO #2, in the amount of $106,356.00 to be paid from the Construction Manager's Contingency, for changes from the bid set of plans to the construction set of plans.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SOTC-PCO2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/06/2017 08:41 AM
Form Started By: Gina Wrehsnig		Started On: 07/06/2017 07:24 AM
Final Approval Date: 07/06/2017		

COST ITEMIZATION

PCO NO. 2

PROJECT: Williamson County Sheriff's Office Training Center

CONSTR. MGR.: American Constructors, Inc.

DOCUMENT NAME: Bid Issue

DATE: 05/11/17

SUBJECT: Bid Issue, Addendum #1 and #2 set 1

Extended Calender Days Requested: Funding Source CM Contingency 16

ITEMIZED COST BREAKDOWN

DESCRIPTION--Use Separate line for each item

Sub Name	*Work Description*	FIRM	ESTIMATED	TOTAL
AirCraft	Price to add Bid Issue set, Addendum 1 and 2	$36,485.00		$36,485.00
Anchor Ven	Price to add Bid Issue set, Addendum 1 and 2	$11,900.00		$11,900.00
Champion	Price to add Bid Issue set, Addendum 1 and 2			no cost
Eilers	Price to add Bid Issue set, Addendum 1 and 2			no cost
Evergreen	Price to add Bid Issue set, Addendum 1 and 2	($1,500.00)		($1,500.00)
Fuquay	Price to add Bid Issue set, Addendum 1 and 2			no cost
Gate Precast	Price to add Bid Issue set, Addendum 1 and 2			no cost
Joe Bush	Price to add Bid Issue set, Addendum 1 and 2			no cost
PCI	Price to add Bid Issue set, Addendum 1 and 2	$43,275.00		$43,275.00
Precision	Price to add Bid Issue set, Addendum 1 and 2	($2,515.00)		($2,515.00)
Vanguard	Price to add Bid Issue set, Addendum 1 and 2			no cost
Whitetail	Price to add Bid Issue set, Addendum 1 and 2	$18,711.00		$18,711.00

*** Quote backup for sub pricing is attached***

Total $106,356.00

Note:

The cost proposal as shown above is only inclusive of the cost of the work for this change proposal. If unforseen conditions are encountered these costs may be revised and re-submitted. The Construction Manager's cost of bonds, insurance, and fee will be included at the rate stipulated in the contract in the final reconciliation and/or owner change order.

This Cost Proposal has no impact on the GMP of $7,994,640.00.

David A. Achterberg

Digitally signed by David A. Achterberg
DN: C=US, E=dachterberg@bsw-architects.com, O=Brinkley Sargent Wiginton Architects, CN=David A. Achterberg
Location: Austin, TX
Contact Info: dachterberg@bsw-architects.com
Date: 2017.06.01 10:22:56-05'00'

Brinkley Sargent Wiginton Architects Date

Williamson Country Date

Further cost revisions and clarifications will be issued in forthcoming PCOs.

Item No. 6. Sheet A211 – Floor Plan - Wall Types & Dimensions

A. Deleted AV closets in rooms 121 & 159

B. Partition between Training Rm. 157 and Storage 159 extended to metal deck.

Item No. 7. Sheet A212 – Floor Plan – Equipment, Interior Elevations, & Sections

A. Plan detail call-outs added.

Item No. 8. Sheet A290 – Roof Plan

A. Increased roof hatch size

B. Added skylight above Room 131.

C. Added cast stone in leiu of metal coping at conditions w/ stone walls.

D. Deleted 3 awnings at inset entry doors & break room on the North Façade.

Item No. 9. Sheet A311 – Ceiling Details

A. 18 & 19/A311 – Updated Mecho shade details

B. 7/A311 – Replaced detail w/ Mecho shade detail

C. A301 – Updated detail references

Item No. 10. Sheet A501 – Building Sections & Wall Sections

A. Added detail call-outs.

Item No. 11. Sheet A511 – Wall Sections

A. Added detail call-outs.

B. Sections 14 & 15 renumbered to 15 & 16.

C. New wall sections 14, 17 – 19 added.

Item No. 12. Sheet A521 – Wall Sections

A. Sheet issued.

Item No. 13. Sheet A522 – Wall Sections

A. Sheet issued.

Item No. 14. A601 – Plan Details

A. Details added, existing details on sheet renumbered.

Item No. 15. A602 – Plan Details

B. Sheets issued.

Item No. 16. Sheet A701 – Partition Types

A. Deleted partition types Q,S,D,J,K

B. Added partition type M

C. Added partition type H7

Item No. 17. Sheet A702 – Door Schedule Door Types

A. Added remark 2. to doors 121A, 121B, 126A, 126B, 135A, 139A, 140A, 143A, 143B, 144A, 144B, 155A, 157A, 157B on door schedule

B. Added remark 1. to doors 111A, 116A, 117A on door schedule

C. Details 6, 7, 8, & 9 updated

Item No. 18. Sheet A703 – Door Details

A. Details 11 & 19

Item No. 19. Sheet A800 – Finish Schedule & Equipment Schedule, Notes & Legend

A. Added wall pads (EQ# 599) to schedule

B. A212 – Tagged new wall pads in (EQ# 599) room 143

C. Added Wire Mesh Partitions on schedule (EQ#187)

D. A212 –Tagged new wire mesh partitions (EQ#187) room 141,142

E. Added CR notation to several doors in schedule

Item No. 20. Sheet A901 – Interior Elevations

A. 11/A901 – Updated countertop & splash material and detail references

B. 17/A901 – Updated mirror dimensions

Item No. 21. Sheet A902 – Interior Elevations

A. 7 & 9/A901 – Deleted "L" countertop.

Item No. 22. Sheet A901/A902/A903 – Interior Elevations

A. Changed 'wood veneer' to 'p.lam paneling' on wall mat. legend

Item No. 23. Sheet A921 – Millwork Sections

A. 9/A921 – Detail deleted

B. 10/A921 – Detail deleted

Item No. 24. Sheet A922 – Millwork Sections

A. Updated details 6 & 7/A922

SPECIFICATION MODIFICATIONS

Item No. 25. 00 30 00 – WAGE RATES

A. Added

Item No. 26. 01 02 00 – CASH ALLOWANCES

A. Added

Item No. 27. 07 72 00 – ROOF HATCHES

A. CHANGE 2.2G. Bilco NB Size 30"x54"

Item No. 28. 08 31 00 – FLOOR ACCESS HATCHES

A. Added

Item No. 29. 08 63 00 – UNIT SKYLIGHTS

A. Added

Item No. 30. 09 82 00 – ACOUSTICAL BOARD

A. Added

Item No. 31. 10 00 00 – MISCELLANEOUS SPECIALTIES

A. PART 2 PRODUCTS – Updated equipment

Item No. 32. 10 73 00 – PROTECTIVE COVERS

A. Deleted

Item No. 33. 11 48 00 – ATHLETIC EQUIPMENT

A. Revisions to section 2.2: 17. Delete logo on matt.

Item No. 34. 13 31 33 – FRAMED SHADE STRUCTURE

A. Raise edge of eave from 9' to 11'-6"

Item No. 35. 23 08 02 – CONTRACTOR START-UP

A. Added

Item No. 36. 26 28 20 –COMBINATION MORTOR STARTERS

A. Added

Item No. 37. 27 41 16 – AUDIO VISUAL SYSTEMS

A. Deleted "Types 1 & 2" of AMP (amplifiers); there is only 1 AMP now.

B. FPD Type-4 now has an Active Equipment model associated (Samsung DC48E) rather than just infrastructure.

C. FPD Type-5 changed to Skyvue 70" C-NXG-700 (previously Samsung ED75E).

D. FPD Type-6 changed to Skyvue 65" C-NXG-700 (previously Sunbrite SB-6570HD).

E. Added Extron LL UI Upgrade (Link license) to MSW Type-2.

F. Wireless Presentation Device (WPD) changed to Extron ShareLink 250 W US (previously Extron SharePoint).

G. Changed Wall Rack (WRK) to Floor Rack (FRK) Middle Atlantic ERK-4425

STRUCTURAL DRAWING MODIFICATIONS

Item No. 38. Sheet S1.2 – GENERAL NOTES

A. Metal roof deck note 3, modified screw spacing

Item No. 39. Sheet S2.1 – FOUNDATION FRAMING PLAN

A. Modified column sizes @ entry area & WB's

B. Added base plate marks.

C. Modified additional stirrup notes in beams on grid 1 & 2, grid D to G.

Item No. 40. Sheet S2.2 – ROOF FRAMING PLAN

A. Added details @ entry canopy & reduced size of tube girt @ A.1, 4 to 4.4.

B. Added connection horiz. forces @ grids B.6 & F.

C. Modified beam size @ F, 2-3.

D. Added conn. detail @ B.6-4 & D-2.

E. Added RTU near grid D-3.

Item No. 41. Sheet S2.3 – ROOF FRAMING PLAN

A. Added details & modified one beam size.

Item No. 42. Sheet S3.1 – TYPICAL FOUNDATION DETAILS

A. Added base plate detail 9/S3.1.

Item No. 43. Sheet S3.2 – TYPICAL FOUNDATION DETAILS

A. Reduced beam widths @ details 3 & 6.

B. Added to base plate schedule & modified base plate W.B. -14/S3.2.

C. Delete unused base plate details.

Item No. 44. Sheet S3.3 –FOUNDATION DETAILS

A. Reduced reinf. in 6/S3.3 & defined reinf. in 7/S3.3.

B. Changed spacing of wall reinf. in 6A.

Item No. 45. Sheet S4.2 – TYPICAL STEEL COLUMN DETAILS

A. Replaced detail 1.

Item No. 46. Sheet S4.3 – ROOF DETAILS

A. Added detail 7/S4.3 @ punching bag support & detail 8 @ high roof.

Item No. 47. Sheet S4.4 – ROOF DETAILS

A. Changed angle to bent plate in details 4 & 6.

B. Added entry canopy details.

Item No. 48. Sheet S5.1 – WIND BRACE ELEVATIONS

A. Added wind brace connection details.

B. Added braces @ high roof @ WB1, 4 & 5.

MEP DRAWING MODIFICATIONS

Item No. 49. Sheet P211 & P212 – FLOOR PLAN - PLUMBING

A. Explosives work room 132 - deleted sink.

Item No. 50. Sheet M211 – FLOOR PLAN MECHANICAL

A. Training room 157 - revised ductwork, added sound attenuator, shifted RTU-11.

B. Milo range pro simulator room 139 - revised ductwork.

C. Shifted location of ef-1.

D. Added note to internally line first ten feet of outside air duct.

Item No. 51. Sheet M112 – SCHEDULES MECHANICAL

A. Added spring isolation drains to all RTU's and MAU.

Item No. 52. Sheet M113 – SCHEDULES MECHANICAL

A. Added accessories to valent unit (duct smoke detectors, lpgas and spring isolation rails).

Item No. 53. Sheet M114 – DETAILS MECHANICAL

A. Revised sound boot transfer duct detail.

B. Added spring isolation drains to all RTU's and MAU.

Item No. 54. Sheet E100 – SITE PLAN ELECTRICAL

A. Added keyed Note 14 for sump pump.

B. Added J-box and circuit breaker "LE-35" for sump pump control.

Item No. 55. Sheet E112 – SCHEDULES ELECTRICAL

A. Deleted fixture type "A5" from light fixture schedule.

Item No. 56. Sheet E114 – SCHEDULES ELECTRICAL

A. Panelboard "LE" – added sump pump control on circuit breaker 35.

B. Panelboard "HE" – added sump pump equipment on circuit breaker 44, 46, and 48.

Item No. 57. Sheet E211 – FLOOR PLAN LIGHTING

A. Lobby 101 - Deleted (6) A2 fixtures, Added (8) B1 fixtures, Added (2) LI fixtures.

B. Recruiting office 102 - Deleted (2) A3 fixtures.

Item No. 58. Sheet E213 – FLOOR PLAN LIGHTING

A. Added (1) T5E fixture on east side of Alt. building.

TECHNOLOGY MODIFICATIONS

Item No. 59. Sheet AV101 – FLOOR PLAN – AUDIO VISUAL

H. Changed FPD's Outside Breakroom to Type-6 (previously Type-5).

Item No. 60. Sheet AV201 – RCP – AUDIO VISUAL

A. Changed Weight Training room FPD's to Type-4 (previously infrastructure only).

B. Changed Defense Tactics Room FPD to Type-5 (previously Type-4).

C. Changed Breakroom FPD's to Type-3 (previously Type-2).

Item No. 61. Sheet AV402 – AUDIO VISUAL GENERAL DETAILS (1-Lines)

A. Operations Briefing Room Added "COAX" connections for both CATV (TUN) devices (previously "LAN").

I. Training Room Removed "LAN" connection from IPAD device.

End of Addendum

ADDENDUM NO. 1

TO

Williamson County
Sheriff's Office Training Center

November 2016



11/21/2016

BSW Project No: 21522
From: Brinkley Sargent Wiginton Architects, Inc.
To: American Construction

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents.

PROJECT MANUAL MODIFICATIONS

Item No. 1. **Table of Contents**

A. 01 45 33 – Delete from TOC

B. 07 41 05 – Delete from TOC

Item No. 2. **Section 01 45 33 Code Required Special Inspections and Procedures**

A. 01 45 33 – Delete section in its entirety

Item No. 3. **Section 03 35 43 Bonded Abrasive Polished Concrete**

A. Add to 2.2 Accessories D. to read: Fill control joint with backer rod and flexible elastomeric joint material at Breakroom 120. Ref. to sheet S2.1 of this Addendum.

Item No. 4. **Section 05 01 00 Miscellaneous Metals**

A. Delete 2.02H Crawl space Access Hatch; refer to Section 08 31 00 Floor Access Hatch

Item No. 5. **Section 07 41 05 Metal Roofing**

A. 07 41 05 – Delete section in its entirety

Item No. 6. **Section 07 60 00 Flashing and Sheet Metal**

A. Add to section: 1.1A.5. Gutters, Downspouts and Conductor Heads

B. Add to section: 2.3D: Color to match Pac Clad Champagne.

Item No. 7. Section 07 61 00 Metal Wall Panels

A. Add 2.1B.7. To read: Metal Soffit Panel: Pac Clad Flush Soffit, 12" o.c.; concealed fastening system and inclusive of all matching finish and edge trim pieces. Soffit system to include all framing and support systems as needed to match drawing locations. Color: Champagne

Item No. 8. Section 07 54 23 Fully Adhered TPO Thermoplastic Roof System

A. Reissue section. Revise 2.02 Materials E. Cover Board.

Item No. 9. Section 10 43 00 Exterior Signage

A. Add building signage lettering 'WILLIAMSON COUNTY' in 16 inch height and 'SHERIFF'S OFFICE TRAINING CENTER' in 10 inch height; all letters projection mounted; all letters to be back-lit.

B. Refer to Sheet A401 attached

Item No. 10. Section 10 44 00 Interior Signage

A. Revise 2.1 Interior Signage A.5. To read: Provide for at all rooms listed on Room Finish Schedule.

B. Delete second E. at 3.4 Room signage. No Type 2.

DRAWING MODIFICATIONS

Note to bidders on drawing modifications: Any revision made to a sheet as part of this Addendum, regardless of the scale of the modification, results in the reissuance of that full sheet. The description for the revisions follows below, but the full sheet is reissued to allow revised sheets to simply be substituted for the sheets originally issued.

Item No. 11. Sheet C1 - Civil Cover

A. New sheet.

Item No. 12. Sheet C23 - Water Service and Wastewater Plan

A. Revise Note 5 & 10.

Item No. 13. Sheets W0 THROUGH W6

A. Septic system sheets (7 sheets)

Item No. 14. Sheet S1.1 – Abbreviations, Symbols, & Typical Plan Notes

A. Revise IBC Code from 2012 to 2009 (Code & Design Specifications 1-4); including Design Loads: #5.

Item No. 15. Sheet S2.1 – Foundation Framing Plan

A. Control joints at Breakroom 120. Refer to note on attached drawing.

Item No. 16. Sheet S2.4 – Alternate No. 1 – Support Building Plans

A. Add 5. Grill Enclosure Plan. To Ref. 12/S3.3

Item No. 17. Sheet S3.3 – Foundation Details

A. Delete Sign Foundation detail 11.

B. Add detail 12. Grill Footing

Item No. 18. Sheets A100 THROUGH A104

A. Revise City & zip code in Title block (5 sheets)

Item No. 19. Sheet A401 – Exterior Elevations

A. Elevation 1: Add Building signage

Item No. 20. Sheets A100 & A102

A. Delete monument sign and all associated architectural, structural and electrical drawings.

Item No. 21. Sheet M211 – Floor Plan Mechanical

A. RTU-4: Branch supply ducts to three (3) ducts serving Operations Briefing 121 to be 10" diameter (less than 400 FPM)

B. RTU-4: Supply ducts to be internally lined (minimum 1.5" thick) for sound attenuation.

C. RTU-11 (serving Training Room 157): Supply ducts to be internally lined (minimum 1.5" thick) for sound attenuation.

D. RTU-7 (serving Milo Range Pro Simulator 139): supply ducts to be internally lined (minimum thick 1.5") for sound attenuation.

Item No. 22. Sheet E100 – Site Plan Electrical

A. Delete all electrical items associated with monument sign.

Item No. 23. Sheet E211 – Floor Plan Lighting

A. Provide two (2) J-boxes inside front wall of building for power to back-lit letters on outside of building. Circuit one (1) J-box to LA-46 and the other J-box to LA-70

Item No. 24. Sheet P211 – Floor Plan Plumbing - Waste

A. Add box note to read as follows: Structural floor is a combination of 8" hollow core planks with concrete topping over a crawl space. All penetrations of floor to be coordinated with structural requirements. Reference Structural Drawings.

ADDENDUM #1 ATTACHMENTS:

Specification Sections:

T.O.C.
07 54 23

Drawing Sheets:

C1
C23
W0
W1
W2
W3
W4
W5
W6
S1.1
S2.1
S2.4
S3.3
A021
A100
A101
A102
A103
A104
A401

End of Addendum

ADDENDUM NO. 2

TO

Williamson County
Sheriff's Office Training Center

November 2016



11/23/2016

BSW Project No: 21522
From: Brinkley Sargent Wiginton Architects, Inc.
To: American Construction

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents.

PROJECT MANUAL MODIFICATIONS

Item No. 1. **Table of Contents**

A. 28 13 00 – added to TOC

B. 08 70 00 – delete from TOC

C. 08 71 00 – added to TOC

Item No. 2. **Section 28 13 00 Access Control Hardware**

A. 28 13 00 -add section

Item No. 3. **Section 08 70 00 Hardware**

A. 08 70 00 – delete section

Item No. 4. **Section 08 71 00 Door Hardware**

A. 08 71 00 -add section

DRAWING MODIFICATIONS

Note to bidders on drawing modifications: Any revision made to a sheet as part of this Addendum, regardless of the scale of the modification, results in the reissuance of that full

sheet. The description for the revisions follows below, but the full sheet is reissued to allow revised sheets to simply be substituted for the sheets originally issued.

Item No. 5. **Sheet C1 - Civil Cover**

A. Add note to read: "Reviewed for compliance with County Requirments".

B. Add General Plan Development Note 14. - "The contractor shall obtain a "notice of proposed installation of utility line" permit from Williamson County …."

C. Signature line added.

Item No. 6. **Sheet C3 – Erosion and Sedimentation Control plan**

A. Label CR 130.

Item No. 7. **Sheet C9 – Grading and Drainage Plan**

A. Add Note.

Item No. 8. **Sheet C18 – Waterline A Plan and Profile (1 of 5)**

A. Clarification - add labels.

ADDENDUM #1 ATTACHMENTS:

Specification Sections:

T.O.C.
28 13 00
08 71 00

Drawing Sheets:

C1
C3
C9
C18
Exhibit A –Culvert calculations (10 – 8 ½"x11" sheets)

End of Addendum

TACLA020519C
1916 Picadilly Drive
Round Rock, Texas 78664
O: 512.836.1690
F: 512.836.4988
M: 512.422.1864
steve@aircraftinc.net

Date: December 22, 2016
To: General Contractor
Attention: Estimating Department

Estimator: Steve Everage
Project: Williamson County Sheriff's Office Training Center
Address: 8160 Chandler Rd., Hutto, TX 78634

Aircraft, Inc. is pleased to submit the following proposal to furnish and install the complete heating, ventilating and air conditioning system for the above-addressed project:

We base our quotation on the following bid documents:

Prepared By: B.J. Hendrix **Addenda:** 0 **Specifications:** ☐ On Plans ☒ Div. 15/23 Reviewed
Contract Drawings: M111, M112, M113, M114, M115, M211, M213, M311 **Dated:** 11/9/2016

Scope of Work:

Furnish and install eleven (11) RTU's with accessories as per plans. **(Trane)**
Furnish and install one (1) MAU with accessories as per plans.
Furnish and install one (1) ductless split system with accessories as per plans.
Furnish and install four (4) VRF FCU's with accessories as per plans.
Furnish and install one (1) VRF HP with accessories as per plans.
Furnish and install one (1) dehumidifier with accessories as per plans.
Furnish and install one (1) electric unit heater with accessories as per plans.
Furnish and install twelve (12) roof-mounted exhaust fans with accessories as per plans.
Furnish and install two (2) roof-mounted supply fans with accessories as per plans.
Furnish and install twelve (12) wall-mounted oscillating fans with accessories as per plans.
Furnish and install two (2) inline exhaust fans with accessories as per plans.
Furnish and install one (1) inline dryer booster fan and dryer box with accessories as per plans.
Furnish and install one (1) ductless split system with accessories as per plans. **(Alt. #1)**
Furnish and install one (1) dehumidifier with accessories as per plans. **(Alt. #1)**
Furnish and install two (2) gas unit heaters with accessories as per plans. **(Alt. #1)**
Furnish and install seven (7) wall-mounted oscillating fans with accessories as per plans. **(Alt. #1)**
Furnish and install one (1) Car-Mon exhaust system with accessories as per plans. **(Alt. #1)**
Furnish and install associated sheet metal (supply/return/transfer) ductwork per SMACNA standards:

- All exposed low pressure round ductwork to be double wall spiral seam pipe. (From RTU-9)
- All concealed low pressure round ductwork to be externally wrapped snap lock pipe.

Furnish and install air devices & dampers as per plans.
Furnish and install insulation of ductwork and refrigerant piping as per plans.
Furnish and install condensate and refrigerant piping as required.
Pre-construction check-out, DDC controls, and start-up by Automated Logic.

- **Including: Site Computer, Lighting Relay Control Panel-HA, & eleven (11) CO_2 Sensors.**

Certified Test and Air Balance by NEBB/AABC certified contractor.
Material lifts/hoists.
Mechanical permit (Georgetown).
Labor (REGULAR HOURS), material and supervision. (Wage Rates)

PROPOSAL IS SUBJECT TO AND CONDITIONED UPON EACH OF THE FOLLOWING:

1. *APPROVAL OF CONTRACTOR'S CREDIT BY AIRCRAFT, INC.*
2. *RECEIPT OF A CERTIFICATE SHOWING A PAYMENT BOND IS IN PLACE FOR THE BENEFIT OF ALL SUBCONTRACTORS.*
3. *THE EXECUTION BY BOTH PARTIES OF A DEFINITIVE WRITTEN CONTRACT.*

NOTE: Quote may be withdrawn if not accepted within 30 days.

Regulated by the Texas Department of Licensing and Regulation, PO Box 12157, Austin, TX. 78711 1-800-803-9202, 512-463-6599

TACLA020519C
1916 Picadilly Drive
Round Rock, Texas 78664
O: 512.836.1690
F: 512.836.4988
M: 512.422.1864
steve@aircraftinc.net

Base Bid	**$ 506,485.00**
Alternate #1	**$ 44,044.00**
Plan revisions associated with new plan set, add1 and add2:	**$ 36,485.00 add**

Standard Exclusions:

- All cutting, coring, x-raying, patching, painting or framing of walls, floors and roof for duct and piping penetrations.
- Electrical conduit, disconnects, motor or mag starters, wiring or hook-up.
- All plumbing work (Gas or Water) and fire sprinkler work.
- Fire life safety controls, time clocks and equipment interlocks.
- Structural work or calculations, BTU meters.
- Combination smoke / fire dampers not shown on plans.
- Coil cleanings, belt replacements, Sheave Changes for belt driven motors.
- Maintenance/walk pads not shown on plans.
- Quick ship fees – standard delivery/lead times quoted.
- Bid Bond, Payment & Performance Bonds.
- Premium time (Afterhours), temporary cooling, shop drawings.
- Street closures or traffic control planning.
- Exclude any and all city of Austin Commissioning Requirements **(To be contracted directly through the Architect).**

Project Specific Exclusions:

- Demo work of any kind.
- Repairs to all existing equipment (quote repairs if needed).
- Any existing HVAC code violation.
- Ceiling removal, repair and replacement of ceiling tiles and grid.
- Economizers not listed on the plans.
- Angle framing for RTU's, wall fans, & exhaust fans.
- Furnishing and wiring of Smoke detectors and annunciators. (install only)
- Duct cleaning.
- Sales Tax.

Sincerely,

Steve Everage

In my absence please contact James Gates for assistance.

PROPOSAL IS SUBJECT TO AND CONDITIONED UPON EACH OF THE FOLLOWING:

1. *APPROVAL OF CONTRACTOR'S CREDIT BY AIRCRAFT, INC.*
2. *RECEIPT OF A CERTIFICATE SHOWING A PAYMENT BOND IS IN PLACE FOR THE BENEFIT OF ALL SUBCONTRACTORS.*
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Regulated by the Texas Department of Licensing and Regulation, PO Box 12157, Austin, TX. 78711 1-800-803-9202, 512-463-6599

Dustin Wiegers

From: Brian Plagens
Sent: Thursday, March 23, 2017 3:34 PM
To: Jonathan Tuck
Cc: Dustin Wiegers
Subject: RE: Wilco

Follow Up Flag: Follow up
Flag Status: Flagged

Thank you Jonathan.

Brian Plagens
AMERICAN CONSTRUCTORS
11900 West Parmer Lane | Suite 200 | Cedar Park, TX 78613
main office (512) 328-2026 | **cell** (512) 897-4487
www.acitexas.com

American Constructors has moved offices! Please note our new address above.

From: Jonathan Tuck [mailto:jtuck@ventanaman.com]
Sent: Thursday, March 23, 2017 3:32 PM
To: Brian Plagens <bplagens@acitexas.com>
Subject: RE: Wilco

Brian,

Add $11,900 to base bid for furnish and install backpan behind spandrel glass and extended aluminum sill flashing per bid set.

Thanks,

Jonathan Tuck
Commercial Estimator
Anchor-Ventana Glass
(p) 512-298-3335 (f) 512-388-5311
www.VentanaMan.com



From: Jonathan Tuck
Sent: Wednesday, March 22, 2017 11:24 AM

To: 'Brian Plagens'
Subject: RE: Wilco

Brian,

Change 1 (bid set):

- I will need to add some backpan with insulated behind spandrel glass (see 8 & 10/A521).
- There are some "extended" aluminum flashing (see 13/A521) that I need to pick up.
- I also need to pick up more extended alum flashings as indicated on page A522.
- Drawing indicated front set storefront. I cannot bid front set because system will not work with sunshades. Originally I qualified and bid center set storefront, please confirm if this is accepted.
- Prevailing Wages – Glazier: $12.83.
- Be advise that skylight @ room 131 to be provided and installed by others.
- Be advise that framed mirrors by others.
- Please confirm that aluminum closure partition & sound barrier mullion trim (A601) to be by others.
- Canopy or shade structure @ entrance by others.

Change 2 (addendum #1):

- No cost impact.

Change 3 (addendum #2):

- Prep hardware – no cost impact
- Be advise that hardware for aluminum doors to be provided by others. We included installation only.

Cost will be increase but not big one.

Thanks,

Jonathan Tuck
Commercial Estimator
Anchor-Ventana Glass
(p) 512-298-3335 (f) 512-388-5311
www.VentanaMan.com



Evergreen Power of Texas

P.O. Box 1639 Lampasas, Texas 76550

512.564.1388 OFC

512.564.1042 FAX

WILLIAMSON COUNTY PURCHASING GEORGETOWN, TEXAS

TO: **AMERICAN CONSTRUCTORS**

Estimating@acitexas.com

(512) 328-2026

November 17, 2016

RE: **Sheriff's Office**

Attn: **Grant Hutton**

Dear Grant,

Evergreen Power, LLC. is pleased to quote the above referenced project as follows:

1. **Fixtures**
2. **Switchgear**
3. **Empty conduit drops for special systems**
4. **Temporary Power**
5. **Electrical Permit**
6. **Wage rate**
7. **Data Site**
8. **Data J-Hooks**

Excludes:

1. **Formed Concrete**
2. **Oscillating Fans**
3. **Roof Penetrations**
4. **Power Company Fees**

Quote.....$584,500.00

Alt.#1.....$ 23,196.00

Sincerely,

Glen Stephens, President

(409) 877-9166 celll

Evergreen Power of Texas

P.O. Box 1639 Lampasas, Texas 76550

512.564.1388 OFC

512.564.1042 FAX

TO: **AMERICAN CONSTRUCTORS** **December 12, 2016**

Estimating@acitexas.com

(512) 328-2026

RE: **Sheriff's Office**

Attn: **Dustin Weigers**

Dear Dustin,

Evergreen Power, LLC. is pleased to quote the above referenced project as follows:

1. **Fixtures**
2. **Switchgear**
3. **Empty conduit drops for special systems/Fire Alarm/Access Controls/Thermostats**
4. **Temporary Power**
5. **Cable Tray in IDF room**
6. **Wage rate**
7. **Data Site**
8. **Data J-Hooks**

Bid day:	584,500
Bid issue:	583,000
Bid issue price	-1,500

Excludes:

1. **Formed Concrete**
2. **Oscillating Fans**
3. **Roof Penetrations**
4. **Power Company Fees**

Quote.....$583,000.00

Alt.#1.....$ 23,196.00

Alt. #2.....$ 1,500.00

Sincerely,

Glen Stephens, President (409) 877-9166 celll

PCI
PERFORMANCE CONTRACTING INC
4401 Freidreich Lane, Bldg. #3, Ste 306
Austin, TX 78744
Phone (512) 443-0535; Fax (512) 443-3404

PROPOSAL
INTERIOR DIVISION

WILLIAMSON COUNTY PURCHASING GEORGETOWN, TEXAS

To Customer:	**American Constructors**	Date:	**11/17/16**
		Page:	**One of Six**
	Attn: Grant Hutton	Architect/Engineer:	**Brinkley/Sargent/Wigington**
Job Name:	**Williamson County Sheriff's Office Training Center**	Location:	**Hutto, TX**

Performance Contracting, Inc. (hereinafter designated as "CONTRACTOR") proposes to furnish all materials and labor required for the application of the following (hereinafter designated as the "Work") for the amount stated below:

Specification Section(s):		
	05 40 00	Cold Formed Metal Stud Framing
	06 10 01	Rough Carpentry
	06 16 53	Sheathing
	07 20 00	Insulation
	09 21 16	Gypsum Board Systems
	09 51 23	Acoustical Ceilings Systems

Per Plans Dated: 10/18/2016 Amendments noted: None

QUALIFICATIONS GENERAL:

- DUE TO THE UNCERTAINTY IN THE METAL MARKET VENDORS ARE ONLY HOLDING QUOTES FOR 30 DAYS WITHOUT NOTIFICATION OF AWARD. LEAD TIMES ARE FROM 2 TO 4 WEEKS. WE CAN ONLY FOLLOW THE MARKET AND HOLD OUR QUOTE FOR 30 DAYS.
- Trash removal for our trade.
- Free use of all facilities.
- Lay out from bench mark by others.
- Work based on 40 hour work week during regular hours. All overtime or shiftwork is excluded.
- Sales Tax is INCLUDED. Deduct $14,615.00 for base bid, $2,738.00 for Alternate 1.
- Prevailing wage rate is acknowledged
- Bond is not included. Add 1%
- Subcontractor shall be responsible for no more than a pro rata share damages based on a determination of the amount of Contractor's liquidated damages actually caused by Subcontractor
- All hollow metal or aluminum door and window frames to be provide by General Contractor and installed under this scope must be onsite prior to framing start. If not onsite at framing start additional costs will be accessed.
- PCI reserves the right to frame and pre-rock prior to the installation of MEP and fire protection systems that may make access difficult after installation. Pre-rock will be from ceiling height to deck or height as necessary.

In the event CONTRACTOR's price is included within your bid, then CONTRACTOR's bid will be deemed to have been accepted.
This proposal is subject to change and will be withdrawn if not accepted within 30 days of the above date; it is subject to and includes all terms and conditions described herein (and such other terms as may be mutually agreed upon).

Contract Price $ *$470,276.00*
Alt.1 add $73,133.00

PERFORMANCE CONTRACTING, INC.

Acceptance Date:

By: *Steve Killingsworth*

By:

Title: *Sr. Estimator*

Customer Name:

By:

Title:

Approval Date:

11-99

PROFORMANCE

PCI
PERFORMANCE CONTRACTING INC
4401 Freidreich Lane, Bldg. #3, Ste 306
Austin, TX 78744
Phone (512) 443-0535; Fax (512) 443-3404

PROPOSAL
INTERIOR DIVISION

To Customer:	**American Constructors**	Date:	**02/01/2017**
		Page:	**One of Six**
	Attn: Grant Hutton	Architect/Engineer:	**Brinkley/Sargent/Wigington**
Job Name:	**Williamson County Sheriff's Office Training Center**	Location:	**Hutto, TX**

Performance Contracting, Inc. (hereinafter designated as "CONTRACTOR") proposes to furnish all materials and labor required for the application of the following (hereinafter designated as the "Work") for the amount stated below:

Specification Section(s):	05 40 00	Cold Formed Metal Stud Framing
	06 10 01	Rough Carpentry
	06 16 53	Sheathing
	07 20 00	Insulation
	09 21 16	Gypsum Board Systems
	09 51 23	Acoustical Ceilings Systems

Per Plans Dated: 10/18/2016 Amendments noted: 1 and 2

QUALIFICATIONS GENERAL:

- Trash removal for our trade.
- Free use of all facilities.
- Lay out from bench mark by others.
- Work based on 40 hour work week during regular hours. All overtime or shiftwork is excluded.
- Sales Tax is INCLUDED. Deduct $11,413.00 for base bid, $36.00 for Alternate 1.
- Prevailing wage rate is acknowledged
- Bond is not included. Add 1%
- Subcontractor shall be responsible for no more than a pro rata share damages based on a determination of the amount of Contractor's liquidated damages actually caused by Subcontractor
- All hollow metal or aluminum door and window frames to be provide by General Contractor and installed under this scope must be onsite prior to framing start. If not onsite at framing start additional costs will be accessed.
- PCI reserves the right to frame and pre-rock prior to the installation of MEP and fire protection systems that may make access difficult after installation. Pre-rock will be from ceiling height to deck or height as necessary.

In the event CONTRACTOR's price is included within your bid, then CONTRACTOR's bid will be deemed to have been accepted.
This proposal is subject to change and will be withdrawn if not accepted within 30 days of the above date; it is subject to and includes all terms and conditions described herein (and such other terms as may be mutually agreed upon).

Contract Price $ ***$400,570.00***
Alt.1 add $4,871.00

PERFORMANCE CONTRACTING, INC.

Acceptance Date:

By: *Steve Killingsworth*

By:

Title: *Sr. Estimator*

Customer Name:

By:

Title:

Approval Date:

11-99

PROFORMANCE

PCI
PERFORMANCE CONTRACTING INC
4401 Freidreich Lane, Bldg. #3, Ste 306
Austin, TX 78744
Phone (512) 443-0535; Fax (512) 443-3404

PROPOSAL
INTERIOR DIVISION

To Customer:	**American Constructors**	Date:	**02/01/2017 REV. 02/09/2017**
		Page:	**One of Six**
	Attn: Grant Hutton	Architect/Engineer:	**Brinkley/Sargent/Wigington**
Job Name:	**Williamson County Sheriff's Office Training Center**	Location:	**Hutto, TX**

Performance Contracting, Inc. (hereinafter designated as "CONTRACTOR") proposes to furnish all materials and labor required for the application of the following (hereinafter designated as the "Work") for the amount stated below:

Specification Section(s):		
	05 40 00	Cold Formed Metal Stud Framing
	06 10 01	Rough Carpentry
	06 16 53	Sheathing
	07 20 00	Insulation
	09 21 16	Gypsum Board Systems
	09 51 23	Acoustical Ceilings Systems
	09 52 00	Acoustical Panels
	09 82 00	Acoustical Board

Per Plans Dated: 10/18/2016 Amendments noted: 1 and 2

QUALIFICATIONS GENERAL:

- Trash removal for our trade.
- Free use of all facilities.
- Lay out from bench mark by others.
- Work based on 40 hour work week during regular hours. All overtime or shiftwork is excluded.
- Sales Tax is EXCLUDED.
- Prevailing wage rate is acknowledged
- Bond is not included. Add 1%
- Subcontractor shall be responsible for no more than a pro rata share damages based on a determination of the amount of Contractor's liquidated damages actually caused by Subcontractor
- All hollow metal or aluminum door and window frames to be provide by General Contractor and installed under this scope must be onsite prior to framing start. If not onsite at framing start additional costs will be accessed.
- PCI reserves the right to frame and pre-rock prior to the installation of MEP and fire protection systems that may make access difficult after installation. Pre-rock will be from ceiling height to deck or height as necessary.

In the event CONTRACTOR's price is included within your bid, then CONTRACTOR's bid will be deemed to have been accepted.
This proposal is subject to change and will be withdrawn if not accepted within 30 days of the above date; it is subject to and includes all terms and conditions described herein (and such other terms as may be mutually agreed upon).

Contract Price $ ***$443,845.00***
Alt.1 add $4,723.00

PERFORMANCE CONTRACTING, INC.

Acceptance Date: _____ By: _____

By: _____ Title: *Sr. Estimator*

Customer Name: _____ By: _____

Title: _____ Approval Date: _____

11-99

PROFORMANCE

PCI Quote Summary

	17-Nov-17		
Base Bid	$470,276.00		
Alternate 1	$73,133.00		
		Deduct 2" rigid	-85073
		Sales Tax	-11413
		Acc Wall panels	26780
Scope Clarifications 02/01/2017			$400,570.00
Base Bid	$400,570.00		
Alternate 1	$4,723.00		
		Ceiling Changes	23711
		2" acoustical ceiling board	15346
		Additional Blocking	2232
		Framing	1986
Bid Set Pricing 02/09/2017			$443,845.00
Base Bid	$443,845.00		
Alternate 1	$4,723.00		
Provide Thermax at Base	$85,073.00		
Provide Thermax at Alt 1	$68,410.00		

Base bid with Scope Clarifications	$400,570.00
Bid Issue, add 1 and 2 Pricing	$443,845.00
Bid Issue Add	$ 43,275.00

Dustin Wiegers

From: Richie Blevins <Richie@pcplumbing.com>
Sent: Tuesday, December 13, 2016 3:12 PM
To: Dustin Wiegers
Subject: RE: WCSO Revised pricing

Follow Up Flag: Follow up
Flag Status: Flagged

Dustin,
Please delete the sink in room 132. <$2,515.00>.

Thanks,

Richie Blevins
Precision Commercial Plumbing Co., Inc.
1711 Dalshank Street, Pflugerville, Texas 78660
PH 512-288-6684 / Fax 512-288-4730 / Cell 512-848-8819
Richie@pcplumbing.com

From: Dustin Wiegers [mailto:dwiegers@acitexas.com]
Sent: Monday, December 12, 2016 10:34 AM
To: Richie Blevins <Richie@pcplumbing.com>
Cc: Grant Huling <ghuling@acitexas.com>
Subject: WCSO Revised pricing

Richie, I am working on the Wilco Training center. We have had 3 revisions come sent out since the pricing set that I need you to price. I have attached the narratives for each change to help guide you through what needs to be priced. The plans are available both on our sharepoint and FTP site. Instructions are attached for the sharepoint site and included below for the FTP site. They should both contain the same information just whatever works best for you.

Change 1 is labeled the bid set. Even though it is called the bid set it is not what you based your bid on that is called the pricing set.
Change 2 is addendum #1 to the bid set.
Change 3 is Addendum #2 to the bid set.

https://acitexas.smartfile.com/ftp/login/?next=/ftp/private/browse/

username: acitexas-899
password: acitexas-899

Whitetail Construction, Inc.

Mailing address:
P.O. Box 1585
Leander, Texas 78646-1585

Phone: 512 778-9050

Physical address:
6751 FM 3405
Liberty Hill, TX 78642

MASONRY BID PROPOSAL

December 22, 2016

Estimator: PM

Project: Williamson County-Sheriff's Office Training Center (Pricing Set Addendum)

We propose to furnish all the material and labor necessary for the completion of:

Division IV: Masonry

Include:

Item 8: Added cast stone in leiu of metal coping at conditions with stone walls
Item 44: Changed spacing of wall reinforcement

Exclude:

Dust Protection, Back Fill, Demo, Flashing, Engineering, Embeds, Waterproofing, Damp proofing, Trash Removal, Testing, Bonds, Joint & Other Sealants, Temporary utilities, Loose Lintels, Extra plans as needed, Setting hollow metal frame, Site work, Fire Safeing, Anchor bolts

Base Bid – $18,711.00

Proposal base on delivery charges, and material cost at today's rate
We may withdraw or revise this proposal if not accepted in 30 days.

Sincerely,
Gary McGuire
Estimator

APPROVAL: Gary Wilson 4-13-17

Masonry Subcontract Quotes AMERICAN CONSTRUCTORS	ACI Est		Whitetail Masonry		Custom Masonry Corp.		Rudd & Adams		All Seasons Masonry	
		$ Value	Gary McGuire		830-438-3429 Larry Zimmerman				Richard Duran	
Base Bid		112000		110,555		148,719		199,950		285,103
All CMU			yes		yes		yes		yes	
Cast Stone			yes		yes		yes		yes	
Reinforcing			yes		yes		yes		yes	
Motrar Net			yes		yes		yes		yes	
ADD for Bid set and Addendum		0		$18,711.00	PLUG	$18,711.00	PLUG	$18,711.00	PLUG	$18,711.00
Subcontract Value		$112,000		$129,266		$167,430		$218,661		$303,814
Alternates:										
Alt #1 Support Building		$60,000		59,085		79,719		97,500		160,792
Alt #2 Masonry Screen Wall at Shooting Range		$111,100		108,824		85,356		135,000		
FIELD ESTIMATE TOTAL		**$283,100**		**$297,175**		**$332,505**		**$451,161**		**$464,606**

Evaluation Matrix	Weight	Raw Score (5 - best 0 - worst)	Weighted Score	Raw Score (5 - best 0 - worst)	Weighted Score	Raw Score (5 - best 0 - worst)	Weighted Score	Raw Score (5 - best 0 - worst)	Weighted Score
Initial Price	**20%**	5	1	4	0.8	3	0.6	2	0.4
Long Term Cost to the Owner	**10%**	5	0.5	4	0.4	4	0.4	3	0.3
Quality Quality and Reputation of the Proposer's Goods and Services	**15%**	5	0.75	4	0.6	4	0.6	3	0.45
Work History Constructors; Inc.; Experience with Similar Type/Size Projects	**15%**	5	0.75	4	0.6	4	0.6	3	0.45
Ability to Meet Schedule the Project	**15%**	5	0.75	4	0.6	4	0.6	3	0.45
Financial Strength Receivables? (If yes - add'l eval req'd)	**10%**	5	0.5	5	0.5	4	0.4	3	0.3
Safety Record & Program EMR / Safety History w/ACI	**10%**	5	0.5	4	0.4	4	0.4	3	0.3
Other Relevant Factors Assistance with Preliminary Budgeting	**5%**	5	0.25	0	0	0	0	0	0
TOTAL SCORE	**100%**		5		3.9		3.6		2.65

WILCO Sheriff's Training

APPROVAL: Gary W. Ison 3-8-17

Plumbing		ACI Estimate	Precision Plumbing Richie Blevins 512-288-6684		MJ Plumbing Michael Harkins 512-251-9700		Coppera Miguel Huerta 512-365-1838		LJ Cross Plumbing Luke Cross 512-263-4222		Triad Marvin Gattis 521-243-2214		O Neal Brothers Kim oniel 512-576-9070	
BASE BID:		258,100		253,100		297,700		358,579		363,245		424,600	Insulation In plumbing sub	
WAGE RATES			yes		yes		yes		yes		yes		yes	
LP Piping in the Building		in above	yes		yes		yes		yes		yes			
LP From Building to Tank		in above	yes	5,760	no	5,000	no	5,000	no	5,000	yes			
Condensate		in HVAC	no		no		no		no		no			
Insulation		in above	yes		yes		yes		yes		yes			12,147
Total Base Bid		258,100		258,860		302,700		363,579		368,245		424,600		12,147
Alternate: Storage Building	21,900			21,900		27,300		36,343		41,123		55,600		
Bid Set		-	yes	(2,515)	no	(2,515)	no	(2,515)	no	(2,515)	no	(2,515)		
Addendum #1			yes	in above	no	in above	no	in above	no	in above	no	in above		
Addendum #2			yes	in above	no	in above	no	in above	no	in above	no	in above		
Total Bid with Revised Plans		258,100		256,345		300,185		361,064		365,730		422,085		12,147

Evaluation Matrix	Weight	Raw Score (5 - best 0 - worst)	Weighted Score	Raw Score (5 - best 1 - worst)	Weighted Score	Raw Score (5 - best 2 - worst)	Weighted Score	Raw Score (5 - best 3 - worst)	Weighted Score	Raw Score (5 - best 2 - worst)	Weighted Score	Raw Score (5 - best 4 - worst)	Weighted Score
Initial Price	20%	5	1	3	0.6	1	0.2	1	0.2	1	0.2	0	0
Long Term Cost to the Owner	10%	5	0.5	3	0.3	1	0.1	1	0.1	1	0.1	0	0
Quality Quality and Reputation of the Proposer's Goods and Services	15%	5	0.75	4	0.6	4	0.6	4	0.6	5	0.75	0	0
Work History Work History with the Owner; Work History/Relationship with American Constructors; Inc.; Experience with Similar Type/Size Projects	15%	5	0.75	5	0.75	3	0.45	4	0.6	5	0.75	0	0
Ability to Meet Schedule Workload - ACI & Non ACI, Manpower Availability, Proposed Staffing of the Project	15%	5	0.75	4	0.6	4	0.6	4	0.6	5	0.75	0	0
Financial Strength Years in Business/D&B Report Results; Bondable?; Factoring Receivables? (If yes - add'l eval req'd)	10%	5	0.5	5	0.5	4	0.4	5	0.5	5	0.5	0	0
Safety Record & Program EMR / Safety History w/ACI	10%	5	0.5	4	0.4	4	0.4	4	0.4	5	0.5	0	0
Other Relevant Factors Assistance with Preliminary Budgeting	5%	5	0.25	5	0.25	4	0.2	4	0.2	5	0.25	0	0
TOTAL SCORE	100%		5		4		2.95		3.2		3.8		0

Williamson County Sheriff's Office Training Center

APPROVAL Darryl Wilson 4-13-17

LATE - 2:06 PM 11/17/2016

Drywall / Acoustical / Insulation	ACI Est		Performance Contracting Inc. (512) 443-0535 steve.killingsworth@pcg.com Steve Killingsworth		American Drywall Systems, Inc (512) 250-1667 drywallsys@aol.com Chris Lampi		Central Texas Drywall (512) 341-8101 k.elliott@centraltexasdrywall.com Keith Elliott		4MC Enterprises, Ltd (512) 303-1071 cclardy@4mcenterprises.com Clyde Clardy		Wilson Construction Services (254) 666-9000 jdarwin@wcscontractors.com Jack Darwin		[redacted]	
		$ Value												
BASE PRICE		495,000		470,275		439,745	454,800			465,550		491,395		453,624
092900 Gypsum Board Systems			incl		incl		incl	340,460	incl		incl			
095123 Acoustical Ceiling Systems			incl		incl		incl	38,550	incl		incl			
095200 Acoustical Panels			excl	26,780	incl		incl	12,520	excl	15,000	incl			
072000 Insulation			incl		incl		incl	23,780	incl		incl			
Exterior 2" rigid and z girts			incl	(85,073)	excl		excl		excl		excl			
061653 Sheathing			incl		incl		incl	32,370	incl		incl			
Wood blocking at metal studs - rough carpentry			incl		incl	3,375	incl	7,120	excl	5,500	incl	5,830		
David Bacon Wage Scale Included			incl		incl		incl		incl		incl			
Sales Tax Excluded			excl	(11,413)	incl		incl		incl		incl			
Bid Set, ADD. #1 and #2		0	43,275			50,205	40,900			40,000		40,000		40,000
092900 Gypsum Board Systems				1,986				6,690						
095123 Acoustical Ceiling Systems				23,711				19,010						
095200 Acoustical Panels - No change				-				-						
Add wood blocking				2,232										
072000 Insulation				in gyp board				30						
061653 Sheathing				in gyp board				(1,790)						
2" Select Sound Board insulation 142/143				15,346	incl			16,960						
Subcontract Value		$495,000		$443,845		$493,325		$495,700		$526,050		$537,225		$493,624
Alternate #1		$46,381		4,723		370		500		7,526		-		
FIELD ESTIMATE TOTAL		$541,381		$448,568		$493,695		$495,200		$533,576		$537,225		$493,624

Evaluation Matrix	Weight	Raw Score (5 - best 3 - worst)	Weighted Score	Raw Score (5 - best 0 - worst)	Weighted Score	Raw Score (5 - best 3 - worst)	Weighted Score	Raw Score (5 - best 2 - worst)	Weighted Score	Raw Score (5 - best 3 - worst)	Weighted Score	Raw Score (5 - best 4 - worst)	Weighted Score
Initial Price	20%	5	1	4	0.8	3	0.6	2	0.4	1	0.2	0	0
Long Term Cost to the Owner	10%	5	0.5	4	0.4	4	0.4	3	0.3	3	0.3	0	0
Quality Quality and Reputation of the Proposer's Goods and Services	15%	5	0.75	5	0.75	5	0.75	5	0.75	5	0.75	0	0
Work History Work History with the Owner; Work History/Relationship with American Constructors; Inc ; Experience with Similar Type/Size Projects	15%	4	0.6	5	0.75	5	0.75	5	0.75	1	0.15	0	0
Ability to Meet Schedule Workload - ACI & Non ACI, Manpower Availability, Proposed Staffing of the Project	15%	5	0.75	5	0.75	5	0.75	5	0.75	5	0.75	0	0
Financial Strength Years in Business/D&B Report Results; Bondable?; Factoring Receivables? (If yes - add'l eval req'd)	10%	5	0.5	5	0.5	5	0.5	5	0.5	4	0.4	0	0
Safety Record & Program EMR / Safety History w/ACI	10%	5	0.5	5	0.5	5	0.5	5	0.5	5	0.5	0	0
Other Relevant Factors Assistance with Preliminary Budgeting	5%	5	0.25	5	0.25	5	0.25	5	0.25	4	0.2	0	0
TOTAL SCORE	100%		4.85		4.7		4.5		4.2		3.25		0

WILCO Sheriff's Training

APPROVAL: Gary Wil

Electrical	ACI	Evergreen Power of Texas	~~IG Express~~	~~RK Bass~~	IG Express	Tumlinson Electric	RK Bass	Rosendin Electric	Gerald Nunn
AMERICAN CONSTRUCTORS	Estimate	Glen Stephens	~~Isias Gamboa~~	~~Roger Meyers~~	Isias Gamboa	Glenn Garrett	Roger Meyers	Chris Gerber	Gerald Nunn
		409-877-9166	~~512-789-1118~~	~~254-698-8752~~	512-789-1118	512-839-6300	254-698-8752	5~2-278-8484	254-793-3539
BASE BID:	584,500	584,500	~~579,363~~	~~598,845~~	632,000	636,200	641,429	858,025	911,231
Fire alarm rough in			~~??~~	~~6,800~~	??		6,800		
Temp Power									
Low Voltage Rough-in									
Cable Tray									
Cable Hooks			~~1,500~~		1,500				
Primary Conduit	5,500								
Comm. Conduit	2,200								
WAGE RATES			~~45,000~~	~~45,000~~					
Alternate 2: LT Pole Fixtures in base lot	-	1,500	~~1,500~~	~~2,529~~	1,500		2,546		
Total Base Bid	592,200	585,000	~~620,363~~	~~595,174~~	635,000	636,200	650,775	858,025	911,231
Alternate: Storage Building		23,196	~~in base~~	~~39,369~~	40,840	46,390	40,908	58,757	32,732
Bid Set	-	(1,500)	~~sent 12/12~~		sent 12/12 (1,500)	(1,500)	(1,500)	(1,500)	(1,500)
Addendum #1		in above	~~sent 12/12~~		sent 12/12				
Addendum #2		in above			sent 12/12				
Total Bid with Revised Plans	592,200	584,500	~~620,363~~	~~633,543~~	633,500	634,700	649,275	856,525	909,731

Evaluation Matrix	Weight	Raw Score (5 - best 0 - worst)	Weighted Score	~~Raw Score (5 - best 0 - worst)~~	~~Weighted Score~~	~~Raw Score (5 - best 1 - worst)~~	~~Weighted Score~~	Raw Score (5 - best 3 - worst)	Weighted Score	Raw Score (5 - best 2 - worst)	Weighted Score	Raw Score (5 - best 4 - worst)	Weighted Score	Raw Score (5 - best 5 - worst)	Weighted Score	Raw Score (5 - best 6 - worst)	Weighted Score
Initial Price	20%	5	1	~~5~~	~~1~~	~~5~~	~~1~~	1	0.2	1	0.2	1	0.2	1	0.2	1	0.2
Long Term Cost to the Owner	10%	5	0.5	~~0~~	~~0~~	~~0~~	~~0~~	3	0.3	5	0.5	4	0.4	2	0.2	1	0.1
Quality Quality and Reputation of the Proposer's Goods and Services	15%	5	0.75	~~0~~	~~0~~	~~0~~	~~0~~	4	0.6	4	0.6	4	0.6	4	0.6	3	0.45
Work History Work History with the Owner; Work History/Relationship with American Constructors; Inc.; Experience with Similar Type/Size Projects	15%	5	0.75	~~0~~	~~0~~	~~0~~	~~0~~	1	0.15	3	0.45	4	0.6	3	0.45	4	0.6
Ability to Meet Schedule Workload - ACI & Non ACI, Manpower Availability, Proposed Staffing of the Project	15%	4	0.6	~~0~~	~~0~~	~~0~~	~~0~~	3	0.45	5	0.75	4	0.6	4	0.6	4	0.6
Financial Strength Years in Business/D&B Report Results; Bondable?; Factoring Receivables? (If yes - add'l eval req'd)	10%	4	0.4	~~0~~	~~0~~	~~0~~	~~0~~	4	0.4	5	0.5	4	0.4	4	0.4	4	0.4
Safety Record & Program EMR / Safety History w/ACI	10%	4	0.4	~~0~~	~~0~~	~~0~~	~~0~~	4	0.4	5	0.5	5	0.5	4	0.4	4	0.4
Other Relevant Factors Assistance with Preliminary Budgeting	5%	4	0.2	~~0~~	~~0~~	~~0~~	~~0~~	4	0.2	5	0.25	4	0.2	4	0.2	4	0.2
TOTAL SCORE	100%		4.6		~~0~~		~~0~~		2.7		3.75		3.5		3.05		2.95

Williamson County Sheriff's Office Training Center

APPROVAL [signature] 4-13-17

Pulled Number - insufficient manpower LATE - 3:11 PM 11/17/2016

Entrances & Storefronts / Glazing AMERICAN CONSTRUCTORS		ACI Est	Anchor Ventana (512) 388-9400 jtuck@ventanaman.com Jonathan Tuck		Arrow Glass and Mirror (512) 336-0400 mike@glassgang.com Michael Mack		Austin Glass & Mirror, Inc (512) 928-9999 fshannon@austinglass.com Fonda Shannon		Floyd's Glass Company (512) 352-7618 garetg@floydsglass.com Garet Ging		[redacted]	
		$ Value										
BASE PRICE		224,860		224,860		234,920		281,870		197,630		280,800
084000 Entrances & Storefronts			incl		incl		incl		incl			
Door Type G included?			incl		incl		incl		incl			
Hardware included?			excl		excl		excl		excl			
Interior and exterior sealant			incl		incl		incl		ext. only			
085600 Laminated Polycarbonate Glazing			incl		incl		incl		incl			
088000 Glazing			incl		incl		incl		incl			
Display Case included?			incl		incl		incl		incl			
Sun Shades included?			incl		incl		incl		incl			
RACO Frames			excl		excl		excl		excl			
Exclusions												
Glass shelves in display case			excl		excl		excl		excl			
Bird screens			excl		excl		excl		excl			
Vertical steel sun shades			excl		excl		excl		excl			
David Bacon Wage Scale Included			yes		yes		yes		yes			
Sales Tax Excluded			yes		yes		yes		yes			
Bid Set, ADD. #1 and #2		0	yes	11,900	no	10,000	no	10,000	no	10,000		
Subcontract Value		$224,860		$236,760		$244,920		$291,870		$207,630		$280,800
Alternate #1		0		-		-		-		-		-
FIELD ESTIMATE TOTAL		**$224,860**		**$236,760**		**$244,920**		**$291,870**		**$207,630**		**$280,800**

Evaluation Matrix		Weight	Raw Score (5 - best 0 - worst)	Weighted Score	Raw Score (5 - best 3 - worst)	Weighted Score	Raw Score (5 - best 2 - worst)	Weighted Score	Raw Score (5 - best 3 - worst)	Weighted Score	Raw Score (5 - best 3 - worst)	Weighted Score
Initial Price		**20%**	4	0.8	3	0.6	2	0.4	5	1	0	0
Long Term Cost to the Owner		**10%**	4	0.4	4	0.4	3	0.3	5	0.5	0	0
Quality Quality and Reputation of the Proposer's Goods and Services		**15%**	5	0.75	5	0.75	5	0.75	3	0.45	0	0
Work History Work History with the Owner; Work History/Relationship with American Constructors; Inc.; Experience with Similar Type/Size Projects		**15%**	5	0.75	5	0.75	5	0.75	3	0.45	0	0
Ability to Meet Schedule Workload - ACI & Non ACI, Manpower Availability, Proposed Staffing of the Project		**15%**	5	0.75	5	0.75	5	0.75	0	0	0	0
Financial Strength Years in Business/D&B Report Results; Bondable?; Factoring Receivables? (If yes - add'l eval req'd)		**10%**	5	0.5	5	0.5	5	0.5	4	0.4	0	0
Safety Record & Program EMR / Safety History w/ACI		**10%**	5	0.5	5	0.5	5	0.5	4	0.4	0	0
Other Relevant Factors Assistance with Preliminary Budgeting		**5%**	5	0.25	5	0.25	5	0.25	1	0.05	0	0
TOTAL SCORE		**100%**		4.7		4.5		4.2		3.25		0

APPROVAL: Gary Wilson

LATE 2:51

HVAC AMERICAN CONSTRUCTORS		ACI Estimate	Air Craft Steve Everage 512-836-1690		Lockey Heating and Air Curtis Lockey 254-773-1733		Efficient Air Conditioning Ricky Ellis [redacted]		Airco Bob Polito 512-837-2917	
BASE BID:		506,485		506,485		502,740		520,795		544,870
Insulation			yes		yes				yes	
Condensate Piping			yes		yes				yes	
DDC Controls			yes		yes				yes	
Test and Balance			yes		yes				yes	
WAGE RATES			yes		yes				yes	
Total Base Bid		506,485		506,485		502,740		520,795		544,870
Alternate #1:	44,044		44,044		38,358		27,185		43,355	
Bid Set		-	yes	36,485	yes	42,098	no	40,000	no	40,000
Adden 1			yes		yes		no		no	
Adden 2			yes		yes		no		no	
Total Base Bid with alt. #1		506,485		542,970		544,838		560,795		584,870

Evaluation Matrix	Weight	Raw Score (5 - best 0 - worst)	Weighted Score	Raw Score (5 - best 1 - worst)	Weighted Score	Raw Score (5 - best 2 - worst)	Weighted Score	Raw Score (5 - best 3 - worst)	Weighted Score
Initial Price	20%	5	1	4	0.8		0	1	0.2
Long Term Cost to the Owner	10%	5	0.5	3	0.3		0	3	0.3
Quality Quality and Reputation of the Proposer's Goods and Services	15%	4	0.6	4	0.6		0	4	0.6
Work History Work History with the Owner; Work History/Relationship with American Constructors; Inc.; Experience with Similar Type/Size Projects	15%	5	0.75	2	0.3		0	5	0.75
Ability to Meet Schedule Workload - ACI & Non ACI, Manpower Availability, Proposed Staffing of the Project	15%	4	0.6	2	0.3		0	5	0.75
Financial Strength Years in Business/D&B Report Results; Bondable?; Factoring Receivables? (If yes - add'l eval req'd)	10%	5	0.5	5	0.5		0	5	0.5
Safety Record & Program EMR / Safety History w/ACI	10%	5	0.5	4	0.4		0	5	0.5
Other Relevant Factors Assistance with Preliminary Budgeting	5%	5	0.25	5	0.25		0	5	0.25
TOTAL SCORE	100%		4.7		3.45		0		3.85

AMERICAN CONSTRUCTORS

Funds Tracking Log

Williamson County
Sheriff's Office Training
Center

PCO number	Time Extension Days	Cost of Work	CM Contingency	Owner Contingency	Allowance	General Conditions	Construction Phase Fee	GMP	Total updated contract amount
GMP	N/A	$6,509,639.00	$285,095.00	$285,095.00	$203,500.00	$502,053.00	$209,258.00	$7,994,640.00	$7,994,640.00
1	22	$1,200.00	$0.00	$0.00	-$1,200.00	$0.00	$0.00	$0.00	$0.00
2	16	$106,356.00	-$106,356.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
3	0	$8,330.00	-$8,330.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4	0	$225.00	$0.00	$0.00	-$225.00	$0.00	$0.00	$0.00	$0.00
5	0	$22,460.00	-$22,460.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
6	0	$8,807.11	$0.00	$0.00	-$8,807.11	$0.00	$0.00	$0.00	$0.00
7	Will be submitted at a later date, Allowance Placeholder							$0.00	$0.00
8	Will be submitted at a later date, Allowance Placeholder							$0.00	$0.00
9	Will be submitted at a later date, Allowance Placeholder							$0.00	$0.00
10	Will be submitted at a later date, Allowance Placeholder							$0.00	$0.00
11	Will be submitted at a later date, Allowance Placeholder							$0.00	$0.00
12	0	-$10,441.00	$10,441.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
13	0	-$12,751.00	$12,751.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
14	Will be submitted at a later date, Allowance Placeholder							$0.00	$0.00
15	0	$4,743.00	$0.00	$0.00	-$4,743.00	$0.00	$0.00	$0.00	$0.00
16	0	$31,331.65	-$31,331.65	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
17	0	-$1,856.86	$1,856.86	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
18	0	-$5,083.00	$5,083.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
19	0	$665.00	-$665.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
20	0	-$8,023.00	$8,023.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
21	0	-$6,139.00	$6,139.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
22	0	-$12,050.00	$12,050.00	$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	$0.00
								$0.00	$0.00
								$0.00	$0.00
Totals	38	$6,637,412.90	$172,296.21	$285,095.00	$188,524.89	$502,053.00	$209,258.00	$7,994,640.00	$7,994,640.00

Commissioners Court - Regular Session **46.**

Meeting Date: 07/11/2017

North Campus Facility - Oncor Easement

Submitted By: Gina Wrehsnig, Facilities Maintenance

Department: Facilities Maintenance

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Encroachment on Easement instrument with Oncor Electric Delivery Company, LLC (Oncor) to allow for a storm water drain to encroach upon Oncor's easement at the North Campus Facility Project.

Background

A storm water culvert is being extended into the right of way so drainage swale can be filled in and property can be used.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

NCF - Oncor Easement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/06/2017 08:53 AM
Form Started By: Gina Wrehsnig		Started On: 07/06/2017 08:47 AM
Final Approval Date: 07/06/2017		

Salado-Round Rock 138kv
E-176844
06-16-2017 CS

ENCROACHMENT ON EASEMENT

WHEREAS, **Oncor Electric Delivery Company LLC ("Oncor")**, is the owner of a easement in Williamson County, Texas, which is recorded in Volume 679, Page 902, of the Deed Records of Williamson County, Texas ("**Easement**"); and

WHEREAS, **Williamson County**, ("**User**"), desires permission to construct, operate and maintain a twenty-four (24") inch underground storm drain crossing ("**Encroaching Facility**") within the area or boundaries of the Easement ("**Easement Area**").

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Oncor and User do hereby agree as follows:

1. **Location of Encroaching Facility**. User may locate the Encroaching Facility in the Easement Area, but only as described and shown on the attached drawing marked **Exhibit "A"** and incorporated herein. User may not relocate the Encroaching Facility within the Easement Area without the consent and approval of Oncor, which consent and approval shall be at Oncor's sole discretion. User acknowledges and agrees that Oncor holds easement rights on the Easement Area; therefore, User shall obtain whatever rights and permission, other than Oncor's, that are necessary.

2. **Restrictions on Use of Easement Area**. User shall use only so much of the Easement Area as may be necessary to construct, maintain, operate and repair the Encroaching Facility. User shall, at its own cost and expense, comply with all applicable laws, including but not limited to existing zoning ordinances, governmental rules and regulations enacted or promulgated by any governmental authority and shall promptly execute and fulfill all orders and requirements imposed by such governmental authorities for the correction, prevention and abatement of nuisances in or upon or connected with said Encroaching Facility. At the conclusion of any construction, User shall remove all debris and other materials from the Easement Area and restore the Easement Area to the same condition it was in prior to the commencement of User's construction thereon or in proximity thereto.

User shall not place trash dumpsters, toxic substances or flammable material in the Easement Area. Further, if the Easement Area has transmission or distribution facilities located thereon, User shall not place upon the Easement Area any improvements, including but not limited to, buildings, light standards, fences (excluding barriers installed around transmission towers), shrubs, trees or signs unless approved in advance in writing by Oncor. Additional general construction limitations on encroachments are described and listed in **Exhibit "B"**, attached hereto and by reference made a part hereof.

3. **Maintenance of Encroaching Facility**. User, at User's sole expense, shall maintain and operate the Encroaching Facility. Oncor will not be responsible for any costs of construction, reconstruction, operation, maintenance or removal of User's Encroaching Facility.

4. **Risk and Liability**. User assumes all risks and liability resulting or arising from or relating to User's use, the existing condition or location, or existing state of maintenance, repair or operation of the Easement Area. It is further agreed that Oncor shall not be liable for any damage to the Encroaching Facility as a result of Oncor's use or enjoyment of its Easement. Any Oncor property damaged or destroyed by User or its agents, employees, invitees, contractors or subcontractors shall be repaired or replaced by Oncor at User's expense and payment is due upon User's receipt of an invoice from Oncor.

5. **Indemnification**. User, to the extent allowable by law, agrees to defend, indemnify and hold harmless Oncor, its officers, agents and employees, from and against any and all claims, demands, causes of action, loss, damage, liabilities, costs and expenses (including attorney's fees and court costs) of any and every kind or character, known or unknown, fixed or contingent, for personal injury (including death), property damage or other harm for which recovery of damages is sought or suffered by any person or persons that may arise out of, or be occasioned by, the negligence, misconduct or omission of User, its officers, agents, associates, employees, contractors, subcontractors, subconsultants entering onto the Easement Area or may arise out of or be occasioned by the use of the Encroaching Facility, except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of Oncor, its officers, agents, or employees or separate contractors, and in the event of joint and concurrent negligence of both Oncor and User, responsibility and indemnity, if any, shall be apportioned comparatively.

6. **High Voltage Restrictions**. Use of draglines or other boom-type equipment in connection with any work to be performed on the Easement Area by User, its employees, agents, invitees, contractors or subcontractors must comply with Chapter 752, Texas Health and Safety Code, the National Electric Safety Code and any other applicable safety or clearance requirements. Notwithstanding anything to the contrary herein, in no event shall any equipment be within fifteen (15) feet of the Oncor 138,000 volt or less power lines or within twenty (20) feet of the Oncor 345,000 volt power lines situated on the aforesaid property. User must obtain Oncor's approval and notify the **Temple Region Transmission Department at 254-770-3919,** 48 hours prior to the use of any boom-type equipment on the Easement Area.

7. **Default and Termination**. It is understood and agreed that, in case of default by User or its agents in any of the terms and conditions herein stated and such default continues for a period of ninety (90) days after Oncor notifies User of such default in writing, Oncor may at its election forthwith terminate this agreement and upon such termination all of User's rights hereunder shall cease and come to an end. This agreement shall also terminate upon the abandonment of the Encroaching Facility.

This agreement shall extend to and be binding upon User and its successors and assigns, and is not to be interpreted as a waiver of any rights held by Oncor under its Easement.

Executed this 21 day of JUNE, 2017.

APPROVAL:

Oncor Electric Delivery Company LLC

By: _____

Dennis L. Patton, Attorney-In-Fact

ACCEPTANCE:

Williamson County

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Dennis L. Patton, as Attorney-In-Fact of Oncor Electric Delivery Company LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and he is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21 day of June, A. D. 2017.

JOHN CURTIS SHARP
ID #11999607
My Commission Expires
November 16, 2020

John Curtis Sharp
Notary Public in and for the State of Texas

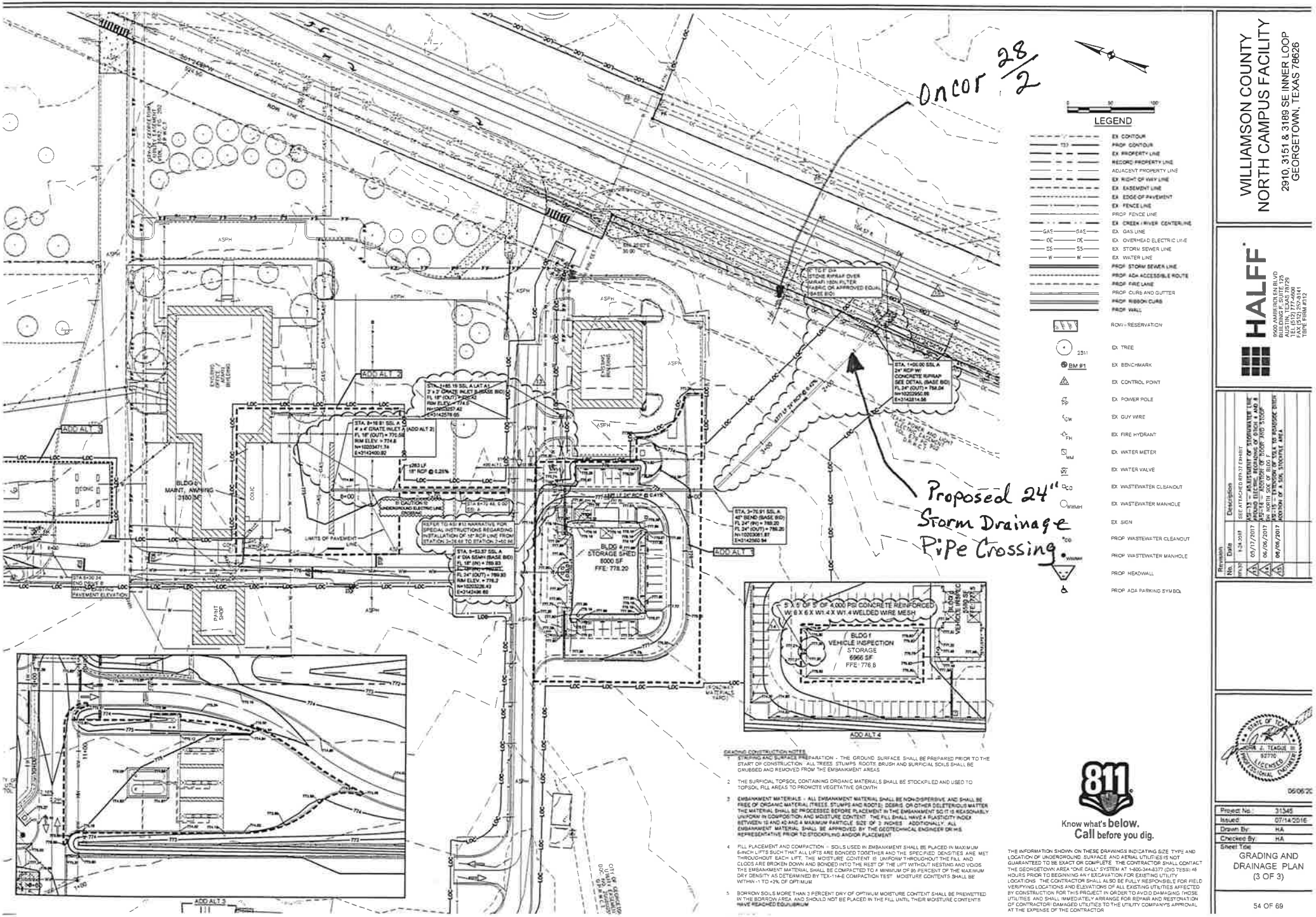
STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, on this day personally appeared _____ as the _____ of the Williamson County, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and he/she is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A. D. 2017.

_____
Notary Public in and for the State of Texas

Exhibit "A"



GRADING CONSTRUCTION NOTES

1. STRIPPING AND SURFACE PREPARATION - THE GROUND SURFACE SHALL BE PREPARED PRIOR TO THE START OF CONSTRUCTION ALL TREES STUMPS ROOTS BRUSH AND SURFICIAL SOILS SHALL BE GRUBBED AND REMOVED FROM THE EMBANKMENT AREAS
2. THE SURFICIAL TOPSOIL CONTAINING ORGANIC MATERIALS SHALL BE STOCKPILED AND USED TO TOPSOIL FILL AREAS TO PROMOTE VEGETATIVE GROWTH
3. EMBANKMENT MATERIALS - ALL EMBANKMENT MATERIAL SHALL BE NON-DISPERSIVE AND SHALL BE FREE OF ORGANIC MATERIAL TREES, STUMPS AND ROOTS) DEBRIS OR OTHER DELETERIOUS MATTER THE MATERIAL SHALL BE PROCESSED BEFORE PLACEMENT IN THE EMBANKMENT SO IT IS REASONABLY UNIFORM IN COMPOSITION AND MOISTURE CONTENT THE FILL SHALL HAVE A PLASTICITY INDEX BETWEEN 15 AND 40 AND A MAXIMUM PARTICLE SIZE OF 3 INCHES ADDITIONALLY ALL EMBANKMENT MATERIAL SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER OR HIS REPRESENTATIVE PRIOR TO STOCKPILING AND/OR PLACEMENT
4. FILL PLACEMENT AND COMPACTION - SOILS USED IN EMBANKMENT SHALL BE PLACED IN MAXIMUM 6-INCH LIFTS SUCH THAT ALL LIFTS ARE BONDED TOGETHER AND THE SPECIFIED DENSITIES ARE MET THROUGHOUT EACH LIFT THE MOISTURE CONTENT IS UNIFORM THROUGHOUT THE FILL AND CLODS ARE BROKEN DOWN AND BONDED INTO THE REST OF THE LIFT WITHOUT NESTING AND VOIDS THE EMBANKMENT MATERIAL SHALL BE COMPACTED TO A MINIMUM OF 95 PERCENT OF THE MAXIMUM DRY DENSITY AS DETERMINED BY TEX-114-E COMPACTION TEST MOISTURE CONTENTS SHALL BE WITHIN -1 TO +2% OF OPTIMUM
5. BORROW SOILS MORE THAN 3 PERCENT DRY OF OPTIMUM MOISTURE CONTENT SHALL BE PREWETTED IN THE BORROW AREA AND SHOULD NOT BE PLACED IN THE FILL UNTIL THEIR MOISTURE CONTENTS HAVE REACHED EQUILIBRIUM

811 Know what's below. Call before you dig.

THE INFORMATION SHOWN ON THESE DRAWINGS INDICATING SIZE TYPE AND LOCATION OF UNDERGROUND SURFACE AND AERIAL UTILITIES IS NOT GUARANTEED TO BE EXACT OR COMPLETE THE CONTRACTOR SHALL CONTACT THE GEORGETOWN AREA "ONE CALL" SYSTEM AT 1-800-344-8377 (DIG TESS) 48 HOURS PRIOR TO BEGINNING ANY EXCAVATION FOR EXISTING UTILITY LOCATIONS THE CONTRACTOR SHALL ALSO BE FULLY RESPONSIBLE FOR FIELD VERIFYING LOCATIONS AND ELEVATIONS OF ALL EXISTING UTILITIES AFFECTED BY CONSTRUCTION FOR THIS PROJECT IN ORDER TO AVOID DAMAGING THOSE UTILITIES AND SHALL IMMEDIATELY ARRANGE FOR REPAIR AND RESTORATION OF CONTRACTOR DAMAGED UTILITIES TO THE UTILITY COMPANY'S APPROVAL AT THE EXPENSE OF THE CONTRACTOR

WILLIAMSON COUNTY
NORTH CAMPUS FACILITY
2910, 3151 & 3189 SE INNER LOOP
GEORGETOWN, TEXAS 78626

HALFF
9500 AMBERGLEN BLVD
BUILDING F, SUITE 125
AUSTIN, TEXAS 78729
FAX (512) 777-3344
PH (512) 777-4600
TBPE FIRM #312

Revision No.	Date	Description
1	11-24-2015	SEE ATTACHED RFI 37 EXHIBIT
2	05/17/2017	05-15 – ADJUSTMENT OF STORMWATER LINE
3	06/06/2017	05-14 – ADDITION OF ROOF AND STOOP
4	06/06/2017	05-16 – ADDITION OF 6' TO 8' RAISED CURB AT NORTH SIDE OF BLDG 1
5	06/06/2017	05-17 – ADDITION OF A SOIL STOCKPILE AREA.

STATE OF TEXAS
JOHN J. TEAGUE III
92730
LICENSED
PROFESSIONAL ENGINEER
06/06/20

Project No.:	31345
Issued:	07/14/2016
Drawn By:	HA
Checked By:	HA

Sheet Title
GRADING AND DRAINAGE PLAN (3 OF 3)

CONSTRUCTION LIMITATIONS
ON Oncor ELECTRIC DELIVERY COMPANY RIGHT OF WAY
EXHIBIT "B"

1. You are notified, and should advise your employees, representatives, agents, and contractors, who enter the property that they will be working in the vicinity of high voltage electrical facilities and should take proper precautions, included but not limited to the following stipulations and in compliance, at all times, with Chapter 752, V.T.C.A., Health & Safety Code.

2. Blasting is not to be permitted on Oncor right-of-way or under Oncor lines.

3. Construction on electric transmission line easements acquired by Oncor after January 1,2003 shall comply with the requirements of Public Utility Commission Substantive Rules §25.101, as amended from time to time.

4. Grading will be done in order to leave the right-of-way as near as possible to present condition. Spoil dirt will be removed from the right-of-way and no trash is to be left on right-of-way. Slopes shall be graded so that trucks can go down the right-of-way when required and such that the slopes can be mechanically maintained.

5. Equipment and materials will not be stored on the right-of-way during construction without written approval of the Supervisor of Regional Transmission.

6. Street or road crossings are to be based on drawings submitted. Any change in alignment or elevation will be resubmitted for approval.

7. No signs, lights or guard lights will be permitted on the right-of-way.

8. Power line safety equipment operations: hazard assessment and precautions inside the work zone area must be performed and in compliance with OSHA Standard §1926.1408 at all times. Equipment shall not be placed within fifteen (15) feet of the Oncor 138,000 volt or less power lines or within twenty (20) feet of the Oncor 345,000 volt power lines.

9. Any pre-approved fencing will not exceed eight (8) feet in height, and if metal in nature, will be grounded, at ten (10) feet intervals, with an appropriate driven ground. Gates should be at least sixteen (16) feet in width to allow Oncor access to the right-of-way.

10. No dumpsters will be allowed on Oncor right-of-way or fee owned property.

11. Draglines will not be used under the line or on Oncor right-of-way.

12. The existing grade shall not be disturbed, excavated or filled within 25 feet of the nearest edge of any tower.

13. Right-of-way will be protected from washing and erosion by Oncor approved method before any permits are granted. No discharging of water will be allowed within any portion of the right of way.

14. No obstruction shall be installed on the right-of-way that would interfere with access to Oncor structures or prevent mechanical maintenance.

15. Before any work is done under Oncor lines or by Oncor structures notify the Region Transmission Department, **254-770-3919**.

16. No hazardous materials will be stored on the right of way.

17. For purposes of this document, "Hazardous Materials" means and includes those substances, including, without limitation, asbestos-containing material containing more than one percent (1%) asbestos by weight, or the group of organic compounds known as polychlorinated biphenyls, flammable explosives, radioactive materials, chemicals known to cause cancer or reproductive toxicity and includes any items included in the definition of hazardous or toxic waste, materials or substances under any Hazardous Material Law. "Hazardous Material Laws" collectively means and includes any present and future local, state and federal law relating to the environment and environmental conditions including, without limitation, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, ("CERCLA"), 42 U.S.C. §§9601-9657, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Hazardous Material Transportation Act, 49 U.S.C. §6901 et seq., the

Federal Water Pollution Control Act, 33 U.S.C. §1251, et seq., the Clean Air Act, 42 U.S.C. §741 et seq., the Clean Water Act, 33 U.S.C. §7401 et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601-2629, the Safe Drinking Water Act, 42 U.S.C. §§300f-330j, and all the regulations, orders, and decrees now or hereafter promulgated thereunder.

18. Brush and cut timber will not be piled or stacked on Oncor right-of-way or will not be burned upon or in close proximity to the conductors or towers.

19. No structures or obstructions, such as buildings, garages, barns, sheds, guard houses, etc., will be permitted on the right-of-way.

20. Landscaping on Oncor right-of-way is permitted when Oncor approves landscaping plans in writing. No lighting or sprinkler systems are allowed on the right-of-way.

21. No fire hydrants, mailboxes (individual or group), street lighting on Oncor right-of-way is permitted.

Commissioners Court - Regular Session **47.**

Meeting Date: 07/11/2017

2013 Park Bond Transfer

Submitted By: Emmeline Palma, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving 2013 Park Bond Budget Transfer Request per Randy Bell, Williamson County Parks Director, to move $750,000 from Hike & Bike Trail Pct. 2 (P447) to River Ranch Interpretive Center (P465).

Background

The transfer covers a $750,000 match for the TPWD Grant approved in Commissioner's Court on June 20, 2017 to construct an Interpretive Center in River Ranch County Park.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/29/2017 09:24 AM
Form Started By: Emmeline Palma		Started On: 06/28/2017 03:54 PM
Final Approval Date: 06/29/2017		

Commissioners Court - Regular Session **48.**

Meeting Date: 07/11/2017

FEMA DR-4223 Subgrant Award Letters

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the acceptance of FEMA DR-4223 disaster recovery grant funding, including the following FEMA projects:
PA-06-TX-4233-PW02156 Project Title: WIL031B-County Parks Protective Measures
PA-06-TX-4223-PW02129 Project Title: WIL032G-Brushy Creek Park Trails (Version 0)
PA-06-TX-4223-PW02129 Project Title: WIL032G-Brushy Creek Park Trails (Version 1)
PA-06-TX-4223-PW02117 Project Title: WIL033G-Berry Springs Park Trails (Version 0)
PA-06-TX-4223-PW02117 Project Title: WIL033G-Berry Springs Park Trails (Version 1)
PA-06-TX-4223-PW02131 Project Title: WIL039G-Southwest Regional Park Trails
PA-06-TX-4223-PW02125 Project Title: WIL040G-Lake Creek Park Trails

Background

Catalog of Federal Domestic Assistance (CFDA) number 97.036 on the FEMA Project Numbers below. The disaster recovery grant is a 75 percent federal share and 25 percent local share for damages sustained during the May Floods of 2015. This project has been authorized by FEMA and approved by the Auditor's Office, Parks and Emergency Management.

PA-06-TX-4233-PW02156 Project Title: WIL031B-County Parks Protective Measures
PA-06-TX-4223-PW02129 Project Title: WIL032G-Brushy Creek Park Trails (Version 0)
PA-06-TX-4223-PW02129 Project Title: WIL032G-Brushy Creek Park Trails (Version 1)
PA-06-TX-4223-PW02117 Project Title: WIL033G-Berry Springs Park Trails (Version 0)
PA-06-TX-4223-PW02117 Project Title: WIL033G-Berry Springs Park Trails (Version 1)
PA-06-TX-4223-PW02131 Project Title: WIL039G-Southwest Regional Park Trails
PA-06-TX-4223-PW02125 Project Title: WIL040G-Lake Creek Park Trails

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WIL031B Award Letter
WIL032G Award Letter Version 0
WIL032 Award Letter Version 1
WIL033G Award Letter Version 0
WIL033G Award Letter Version 1
WIL039G Award Letter
WIL040G Award Letter
FEMA Grant Terms and Conditions

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/06/2017 10:13 AM

Form Started By: Pam Navarrette Started On: 07/06/2017 09:36 AM
Final Approval Date: 07/06/2017

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001
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www.dps.texas.gov

STEVEN C. McCRAW
DIRECTOR
DAVID G. BAKER
ROBERT J. BODISCH, SR.
DEPUTY DIRECTORS

COMMISSION
STEVEN P. MACH, CHAIRMAN
MANNY FLORES
A. CYNTHIA LEON
JASON K. PULLIAM
RANDY WATSON

July 5, 2017

The Honorable Dan Gattis, County Judge
Williamson County
710 S. Main Street, Ste. 201
Georgetown TX, 78626
DUNS Number 076930049
TINS Number 17460009784
FIPS Number 491-99491-00

RE: Public Assistance Grant, 4223, Severe Storms, Tornadoes, Straight-line Winds, and Flooding
Catalog of Federal Domestic Assistance (CFDA) number: 97.036
FEMA Project Number PA-06-TX-4223-PW2156
Project Title: WIL031B – County Parks Protective Measures
Period of Performance 05/29/2015 to 11/29/2015

A Public Assistance subgrant has been awarded by Texas Division of Emergency Management (TDEM).

PA-06-TX-4223-PW02156						
Version / Amendment	**Date**	**Total Subgrant Amount**	**Federal Cost Share Percentage**	**Federal Cost Share Amount**	**Local Cost Share Percentage**	**Local Cost Share Amount**
0	9/05/2016	$ 13,625.07	75%	$ 10,218.80	25%	$ 3,406.27

This award is not for Research or Development as defined in 2 CFR 200.87.

No indirect costs are available with this award. Direct Administrative Costs are allowable as outlined in the project scope.

A copy of the approved scope of work is attached. Terms and conditions of this award are also attached.

Signing and returning this award letter indicates Subrecipient's acceptance of the scope of the subaward, the ability to pay the state match and all grant terms and conditions outlined in the attached documents.

Acceptance of the subaward must be returned to TDEM before payment on the subaward can be processed.

It is important that the Subrecipient read, understand and comply with the scope and all terms and conditions. It is also vital that this information be disseminated to Subrecipient's staff and contractors that are involved in work related to administrative support or administration of the subgrant.

If changes are needed to the scope of the subaward, period of performance or costs associated to the subaward, the Subrecipient should immediately contact TDEM. No change will be considered made to the subaward until the Subrecipient is notified in writing by TDEM.

Please sign below to acknowledged acceptance of this subaward and agreement to abide by all terms and conditions.

Designated Subrecipient Agent	Date

Should you wish to appeal any determination related to this subaward you must do so within 60 days of receipt of the notice of the action. You will need to provide your appeal with any documentation supporting your position to your assigned TDEM project officer within the allotted time.

If you have any questions please contact Nazrine Khan at 512-692-1223 or email at Nazrine.Khan@us.gt.com.

ATTACHMENTS: Scope of Work
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JASON K. PULLIAM
RANDY WATSON

June 26, 2017

The Honorable Dan Gattis, County Judge
Williamson County
710 S. Main Street, Ste. 201
Georgetown TX, 78626
DUNS Number 076930049
TINS Number 17460009784
FIPS Number 491-99491-00

RE: Public Assistance Grant, 4223, Severe Storms, Tornadoes, Straight-line Winds, and Flooding
Catalog of Federal Domestic Assistance (CFDA) number: 97.036
FEMA Project Number PA-06-TX-4223-PW02131
Project Title: WIL032G – Bushy Creek Park Trails
Period of Performance 05/29/2015 to 11/29/2016

A Public Assistance subgrant has been awarded by Texas Division of Emergency Management (TDEM).

PA-06-TX-4223-PW02129						
Version / Amendment	**Date**	**Total Subgrant Amount**	**Federal Cost Share Percentage**	**Federal Cost Share Amount**	**Local Cost Share Percentage**	**Local Cost Share Amount**
0	7/18/2016	$ 10,016.39	75%	$ 7,512.29	25%	$ 2,504.10

* The anticipated insurance proceeds that FEMA estimated is $6,428.75 and Williamson County actually received $4,890.78.

This award is not for Research or Development as defined in 2 CFR 200.87.

No indirect costs are available with this award. Direct Administrative Costs are allowable as outlined in the project scope.

A copy of the approved scope of work is attached. Terms and conditions of this award are also attached.

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Designated Subrecipient Agent Date

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June 26, 2017

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Williamson County
710 S. Main Street, Ste. 201
Georgetown TX, 78626
DUNS Number 076930049
TINS Number 17460009784
FIPS Number 491-99491-00

RE: Public Assistance Grant, 4223, Severe Storms, Tornadoes, Straight-line Winds, and Flooding
Catalog of Federal Domestic Assistance (CFDA) number: 97.036
FEMA Project Number PA-06-TX-4223-PW02129
Project Title: WIL032G – Bushy Creek Park Trails
Period of Performance 05/29/2015 to 05/29/2017

A Public Assistance subgrant has been awarded by Texas Division of Emergency Management (TDEM).

PA-06-TX-4223-PW02129						
Version / Amendment	**Date**	**Total Subgrant Amount**	**Federal Cost Share Percentage**	**Federal Cost Share Amount**	**Local Cost Share Percentage**	**Local Cost Share Amount**
0	7/18/2016	$ 10,016.39	75%	$ 7,512.29	25%	$ 2,504.10
1	12/16/2016	$ 402.90	75%	$302.18	25%	$ 100.72
Subtotal		$ 10,419.29		$ 7,814.47		$ 2,604.82

*The anticipated insurance proceeds that FEMA estimated is $6,428.75 and Williamson County actually received $4,890.78.

This award is not for Research or Development as defined in 2 CFR 200.87.

No indirect costs are available with this award. Direct Administrative Costs are allowable as outlined in the project scope.

A copy of the approved scope of work is attached. Terms and conditions of this award are also attached.

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Designated Subrecipient Agent Date

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June 26, 2017

The Honorable Dan Gattis, County Judge
Williamson County
710 S. Main Street, Ste. 201
Georgetown TX, 78626
DUNS Number 076930049
TINS Number 17460009784
FIPS Number 491-99491-00

RE: Public Assistance Grant, 4223, Severe Storms, Tornadoes, Straight-line Winds, and Flooding
Catalog of Federal Domestic Assistance (CFDA) number: 97.036
FEMA Project Number PA-06-TX-4223-PW02117
Project Title: WIL033G – Berry Springs Park Trails
Period of Performance 05/29/2015 to 11/29/2016

A Public Assistance subgrant has been awarded by Texas Division of Emergency Management (TDEM).

PA-06-TX-4223-PW02117						
Version / Amendment	**Date**	**Total Subgrant Amount**	**Federal Cost Share Percentage**	**Federal Cost Share Amount**	**Local Cost Share Percentage**	**Local Cost Share Amount**
0	8/29/2016	$11,269.90	75%	$8,452.43	25%	$2,817.47

*The anticipated insurance proceeds that FEMA estimated is $0.00 and Williamson County actually received $3,804.00.
This award is not for Research or Development as defined in 2 CFR 200.87.

No indirect costs are available with this award. Direct Administrative Costs are allowable as outlined in the project scope.

A copy of the approved scope of work is attached. Terms and conditions of this award are also attached.

Signing and returning this award letter indicates Subrecipient's acceptance of the scope of the subaward, the ability to pay the state match and all grant terms and conditions outlined in the attached documents.

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DUNS Number 076930049
TINS Number 17460009784
FIPS Number 491-99491-00

RE: Public Assistance Grant, 4223, Severe Storms, Tornadoes, Straight-line Winds, and Flooding
Catalog of Federal Domestic Assistance (CFDA) number: 97.036
FEMA Project Number PA-06-TX-4223-PW02117
Project Title: WIL033G – Berry Springs Park Trails
Period of Performance 05/29/2015 to 05/29/2017

A Public Assistance subgrant has been awarded by Texas Division of Emergency Management (TDEM).

PA-06-TX-4223-PW02117						
Version / Amendment	**Date**	**Total Subgrant Amount**	**Federal Cost Share Percentage**	**Federal Cost Share Amount**	**Local Cost Share Percentage**	**Local Cost Share Amount**
0	8/29/2016	$11,269.90	75%	$8,452.43	25%	$2,817.47
1	12/15/16	($2,340.00)	75%	($1,755.00)	25%	($585.00)
Subtotal		$8,929.90		$6,697.43		$2,232.47

*The anticipated insurance proceeds that FEMA estimated is $0.00 and Williamson County actually received $3,804.00.

This award is not for Research or Development as defined in 2 CFR 200.87.

No indirect costs are available with this award. Direct Administrative Costs are allowable as outlined in the project scope.

A copy of the approved scope of work is attached. Terms and conditions of this award are also attached.

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Designated Subrecipient Agent	Date

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June 26, 2017

The Honorable Dan Gattis, County Judge
Williamson County
710 S. Main Street, Ste. 201
Georgetown TX, 78626
DUNS Number 076930049
TINS Number 17460009784
FIPS Number 491-99491-00

RE: Public Assistance Grant, 4223, Severe Storms, Tornadoes, Straight-line Winds, and Flooding
Catalog of Federal Domestic Assistance (CFDA) number: 97.036
FEMA Project Number PA-06-TX-4223-PW02131
Project Title: WIL039G – South West Regional Park Trails
Period of Performance 05/29/2015 to 11/29/2016

A Public Assistance subgrant has been awarded by Texas Division of Emergency Management (TDEM).

PA-06-TX-4223-PW02131						
Version / Amendment	**Date**	**Total Subgrant Amount**	**Federal Cost Share Percentage**	**Federal Cost Share Amount**	**Local Cost Share Percentage**	**Local Cost Share Amount**
0	7/18/2016	~~$ 25,949.90~~	75%	~~$ 19,462.43~~	25%	~~$ 6,487.47~~
* Anticipated amount to receive: $8,832.15				$6,624.11		$2,208.04

This award is not for Research or Development as defined in 2 CFR 200.87.

No indirect costs are available with this award. Direct Administrative Costs are allowable as outlined in the project scope.

A copy of the approved scope of work is attached. Terms and conditions of this award are also attached.

* The amount shown for total subgrant amount is being reduced by the insurance proceeds received in the amount of $17,117.75

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Designated Subrecipient Agent _____ Date _____

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June 26, 2017

The Honorable Dan Gattis, County Judge
Williamson County
710 S. Main Street, Ste. 201
Georgetown TX, 78626
DUNS Number 076930049
TINS Number 17460009784
FIPS Number 491-99491-00

RE: Public Assistance Grant, 4223, Severe Storms, Tornadoes, Straight-line Winds, and Flooding
Catalog of Federal Domestic Assistance (CFDA) number: 97.036
FEMA Project Number PA-06-TX-4223-PW02125
Project Title: WIL040G – Lake Creek Park Trails
Period of Performance 05/29/2015 to 11/29/2016

A Public Assistance subgrant has been awarded by Texas Division of Emergency Management (TDEM).

PA-06-TX-4223-PW02125						
Version / Amendment	**Date**	**Total Subgrant Amount**	**Federal Cost Share Percentage**	**Federal Cost Share Amount**	**Local Cost Share Percentage**	**Local Cost Share Amount**
0	7/12/2016	$ 8,763.12	75%	$ 6,752.34	25%	$ 2,190.78

*The anticipated amount to receive from FEMA is $6,752.34 and actual amount of insurance proceeds received are $1,086.84.

This award is not for Research or Development as defined in 2 CFR 200.87.

No indirect costs are available with this award. Direct Administrative Costs are allowable as outlined in the project scope.

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If you have any questions please contact Nazrine Khan at 512-692-1223 or email at Nazrine.Khan@us.gt.com.

ATTACHMENTS: Scope of Work
Terms and Conditions

GRANT TERMS AND CONDITIONS

This Grant Agreement (consisting of FEMA Disaster Award and these Terms and Conditions) is made and entered into by and between the Department of Public Safety / Texas Division of Emergency Management, an agency of the State of Texas, hereinafter referred to as "DPS/TDEM," and the funds recipient, hereinafter referred to as the "Applicant" or "Subrecipient." Furthermore, DPS/TDEM and the Subrecipient are collectively hereinafter referred to as the "Parties."

Subrecipient may not assign or transfer any interest in this Grant without the express, prior written consent of DPS/TDEM. If Subrecipient issues subawards as part of this Grant project, Subrecipient shall include and require its subawardees to comply with the terms and conditions of this Grant.

The term "Subrecipient agreement funds" as used in this Grant means funds provided by DPS/TDEM under the United States Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) grant programs (also referred to herein as DHS/FEMA). The term "Subrecipient's funds" or match funds as used in this Grant means funds provided by the Subrecipient.

A. **Standard of Performance**. Subrecipient shall perform all activities as approved by DPS/TDEM. Any change to a project shall receive prior written approval by TDEM and, if required, by FEMA. Subrecipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:
   1. Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
   2. Assurances – Construction Programs, hereinafter referred to as "Exhibit B"
   3. Certifications for Grant Agreements, hereinafter referred to as "Exhibit C"
   4. State of Texas Assurances, hereinafter referred to as "Exhibit D"
   5. Environmental Review Certification, hereinafter referred to as "Exhibit E"
   6. Additional Grant Conditions, hereinafter referred to as "Exhibit F"
   7. Additional Grant Certifications, hereinafter referred to as "Exhibit G"

B. **Failure to Perform**. In the event Subrecipient fails to implement the project(s) entered and approved in the DPS/TDEM web-based grants management system, or comply with any provision of this Grant, Subrecipient shall be liable to DPS/TDEM for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other grant program funds administered by DPS until repayment to DPS/TDEM is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by DPS.

C. **Funding Obligations**. DPS/TDEM shall not be liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs.
   1. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by DPS/TDEM under this Grant shall not exceed the Total Award Amount listed on the Grant Subrecipient Award.
   2. Subrecipient shall contribute the match funds listed on the Grant Subrecipient Award.
   3. Subrecipient shall refund to DPS/TDEM any sum of these Grant funds that has been determined by DPS/TDEM to be an overpayment to Subrecipient or that DPS/TDEM

determines has not been spent by Subrecipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal Grant funds unless repayment with Grant funds is specifically permitted by statute or regulation. Subrecipient shall make such refund to DPS/TDEM within thirty (30) calendar days after

4. DPS/TDEM requests such refund.

D. **Performance Period**. The performance period for this Grant is listed on the Grant Subrecipient Award letter. **All projects shall be completed within the performance period AND all reimbursement requests shall be submitted to DPS/TDEM within 60 days for the end of the performance period.** Subrecipient shall have expended all Grant funds and submitted reimbursement requests, invoices and any supporting documentation to DPS/TDEM within 60 days of the end of the performance period. DPS/TDEM shall not be obligated to reimburse expenses incurred after the performance period or submitted after the deadline.

E. **Uniform Administrative Requirements, Cost Principals and Audit Requirements**. Except as specifically modified by law or this Grant, Subrecipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below [not all may apply in every projects]:

- Public Law 93-288, as amended (Stafford Act)
- 44 CFR, Emergency Management and Assistance
- Disaster Mitigation Act of 2000
- OMB Regulations 2 CFR, Grant and Agreements
- Executive Order 11988, Floodplain Management
- Executive Order 11990, Protection of Wetlands
- Executive Order 12372, Intergovernmental Review of Programs and Activities
- Executive Order 12549, Debarment and Suspension
- Executive Order 12612, Federalism
- Executive Order 12699, Seismic Design
- Executive Order 12898, Environmental Justice
- Coastal Barrier Resources Act, Public Law 97-348
- Single Audit Act, Public Law 98-502
- Sandy Recovery Improvement Act publications
- 16 U.S.C. § 470, National Historic Preservation Act
- 16 U.S.C. § 1531, Endangered Species Act References
- FEMA program publications, guidance and policies

F. **State Requirements for Grants**. Subrecipient shall comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, (UGMS) at:
http://www.window.state.tx.us/procurement/catrad/ugms.pdf
and the program State Administrative Plan, available at:
http://www.txdps.state.tx.us/dem/GrantsResources/index.htm.
Subrecipient shall, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable

statutes, regulations, executive orders, OMB circulars, terms and conditions of this Grant and the approved application.

Grant funds may not be awarded to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

Grant funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

1. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
2. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using Grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using Grant funds to pay dues to an organization with a registered lobbyist;
3. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and Subrecipient may not use Grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
4. Texas General Appropriations Act, Art. IX, Section 6.13, which requires Subrecipient to make every effort to attain key performance target levels associated with this Grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
5. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this Grant may only be expended if Subrecipient timely completes and files its reports.

G. **Restrictions and General Conditions**.

1. Use of Funds. DHS/FEMA Grant funds may only be used for the purposes set forth in this Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other government entity.
2. Federal Employee Prohibition. Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this Grant. Federal employees may not receive funds under this Grant.
3. Points of Contacts. Within 30 calendar days of any change, Subrecipient shall notify DPS/TDEM of any change or correction to the Designation of Applicant's Agent, chief elected official, program, and/or financial points of contact in the DPS/TDEM grant management system.
4. DUNS Number. Subrecipient confirms its Data Universal Numbering Systems (DUNS) Number is the number listed on this Grant. The DUNS Number is the nine digit number established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or http://fedgov.dnb.com/webform
5. Central Contractor Registration and Universal Identifier Requirements. Subrecipient maintains that it has registered on the System for Award Management (SAM) at

www.sam.gov or other federally established site for contractor registration, and entered DPS/TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database until the later of when it submits this Grant's final financial report or receives final Grant award payment. Subrecipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See Section §200.32 of OMB 2 C.F.R.

6. Reporting Total Compensation of Subrecipient Executives. 2 C.F.R. §200.331; see FEMA Information Bulletin 350.
   a. Applicability and what to report: Subrecipient shall report whether Subrecipient received $25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §200.331. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with Subrecipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Subrecipient's five most highly compensated executives for the preceding completed fiscal year.
   b. Where and when to report: Subrecipient shall report executive total compensation at www.sam.gov or other federally established replacement site. By signing this Grant, Subrecipient certifies that, if required, Subrecipient's jurisdiction has already registered, entered the required information, and shall keep information in the SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Subrecipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.
7. Debarment and Suspension. Subrecipient shall comply with Executive Order 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.
8. Direct Deposit. If Subrecipient has not received reimbursements from DPS/TDEM within the past eleven (11) months (prior to date of award), it shall forward a new/updated direct deposit form to DPS/TDEM. Completed direct deposit forms from Subrecipient shall be emailed to TDEM project officer. The email subject line and attachment name shall include the subrecipient name and identify the document attached (i.e. "*Sample County DD form*"). The direct deposit form is currently available at http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf.
9. Property Management and Inventory. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property Subrecipient shall develop and implement a control system to prevent loss, damage or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this Grant.
10. Site Visits. DHS and/or DPS/TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS on the premises of Subrecipient or a contractor under this Grant, Subrecipient shall provide and shall require its contractors to provide

all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

H. **Procurement and Contracting**.

1. Procurements. Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 2 C.F.R. 200. 318
2. Contract Provisions. All contracts executed using funds awarded under this Grant shall contain the contract provisions listed under 2 C.F.R. 200.326 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
3. Procurement activities must follow the most restrictive of Federal, State and Local procurement regulations:
    a. Procurement by micro purchase
    b. Procurement by small purchase
    c. Procurement by sealed bid
    d. Procurement by competitive proposal
    e. Procurement by non-competitive proposal, solely when the award of a contract is unfeasible under the other methods

    The State must be contacted for approval to use a noncompetitive procurement method. Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.

    The **cost plus a percentage of cost** and **percentage of construction** cost methods of contracting **are ineligible**.

    Must perform **cost/price analysis** for purchases over $3000.

    Must negotiate profit as a separate element where required.

4. Evidence of non-debarment for vendors must be documented through http://www.sam.gov/portal/public/SAM and http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/ and submitted for review.
5. Comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at 2 CFR 200.321

I. **Monitoring.** Subrecipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

DPS/TDEM, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Subrecipient's compliance with this Grant and of the adequacy and timeliness of Subrecipient's performance pursuant to this Grant. After each monitoring visit, DPS/TDEM shall provide Subrecipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in Subrecipient's performance

under this Grant, the monitoring report shall include requirements for the timely correction of such deficiencies by Subrecipient. Failure by Subrecipient to take action specified in the monitoring report may be cause for suspension or termination of this Grant pursuant to the Suspension and/or Termination Section herein.

J. **Audit**.

1. Audit of Federal and State Funds. Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB 2 C.F.R. 200.501, formerly A-133). Subrecipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements.
2. Right to Audit. Subrecipient shall give the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Grant funds received and performances rendered under this Grant. Subrecipient shall permit DPS/TDEM or its authorized representative to audit Subrecipient's records. Subrecipient shall provide any documents, materials or information necessary to facilitate such audit.
3. Subrecipient's Liability for Disallowed Costs. Subrecipient understands and agrees that it shall be liable to DPS/TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to DPS/TDEM of such disallowed costs shall be paid by Subrecipient from funds that were not provided or otherwise made available to Subrecipient pursuant to this Grant or any other federal contract.
4. Subrecipient's Facilitation of Audit. Subrecipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as DPS/TDEM may require of Subrecipient. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
5. State Auditor's Clause. Subrecipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Subrecipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this Grant.

K. **Retention and Accessibility of Records**.

1. Retention of Records. Subrecipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, of Part 200 UGMS §__.42, and this Grant. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value.
2. Access to Records. Subrecipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Subrecipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

L. ***Changes, Amendments, Suspension or Termination***

1. Modification. FEMA or DPS/TDEM may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this Grant. Any alteration, addition, or deletion to this Grant by Subrecipient is not valid.
2. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws, regulations or policy are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event FEMA or DPS/TDEM determines that changes are necessary to this Grant after an award has been made, including changes to the period of performance or terms and conditions, Subrecipient shall be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient's acceptance of the changes to this Grant.
3. Suspension. In the event Subrecipient fails to comply with any term of this Grant, DPS/TDEM may, upon written notification to Subrecipient, suspend this Grant, in whole or in part, withhold payments to Subrecipient and prohibit Subrecipient from incurring additional obligations of this Grant's funds.
4. Termination. DPS/TDEM shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if DPS/TDEM determines that Subrecipient has failed to comply with any term of this Grant. DPS/TDEM shall provide written notice of the termination and include:
    a. The reason(s) for such termination;
    b. The effective date of such termination; and
    c. In the case of partial termination, the portion of this Grant to be terminated.
    d. Appeal may be made to the Deputy Assistant Director of Texas Division of Emergency Management- Recovery Mitigation and Standards, Texas Department of Public Safety.

M. **Enforcement**. If Subrecipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application,

a notice of award, or elsewhere, DPS/TDEM or DHS may take one or more of the following actions, as appropriate in the circumstances:

1. Increased monitoring of projects and require additional financial and performance reports
2. Require payments as reimbursements rather than advance payments
3. Temporarily withhold payments pending correction of the deficiency
4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
5. Request FEMA to wholly or partially de-obligate funding for a project
6. Temporarily withhold cash payments pending correction of the deficiency by subrecipient or more severe enforcement action by DPS/TDEM or DHS;
7. Withhold further awards for the grant program
8. Take other remedies that may be legally available

In taking an enforcement action, DPS/TDEM will provide Subrecipient an opportunity for a hearing, appeal, or other administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved.

The costs of Subrecipient resulting from obligations incurred by Subrecipient during a suspension or after termination of this Grant are not allowable unless DPS/TDEM or DHS expressly authorizes them in the notice of suspension or termination or subsequently.

Other Subrecipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

- The costs result from obligations which were properly incurred by Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and
- The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to “Debarment and Suspension” under E.O. 12549. 2 C.F.R., Appendix II to Part 200, (I).

N. **Conflicts of Interest**. The subrecipient will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts and will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

O. **Closing of this Grant**. DPS/TDEM will close a subaward after receiving all required final documentation from the Subrecipient. If the close out review and reconciliation indicates that Subrecipient is owed additional funds, DPS/TDEM will send the final payment automatically to Subrecipient. If Subrecipient did not use all the funds received, DPS/TDEM will recover the unused funds.

At the completion of Subrecipient’s performance period, DPS/TDEM will de-obligate all uncommitted funds and de-obligate all unexpended funds if final documentation is not received by the deadline.
The closeout of this Grant does not affect:

1. DHS or DPS/TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this Grant that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this Grant.

2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

EXHIBIT B

ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.

2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of this Grant.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the agreement.

11. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction sub-agreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this Grant.

Exhibit C

Certifications for Grant Agreements

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief.

A. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.

C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the Subrecipient certifies that it and its principals and vendors:

   1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to www.sam.gov and the State Debarred Vendor List at: www.window.state.tx.us/procurement/prog/vendor_performance/debarred.

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

   3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;

   4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or

   5. Where Subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification).

E. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

F. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and Subrecipient will require such compliance in any subgrants or contract at the next tier.

G Subrecipient will comply with the Drug-free Workplace Act, as amended, 412 U.S.C. §701 et seq., which requires Subrecipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, places where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. Subrecipient will notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 C.F.R. Part 17. Subrecipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.

H. Subrecipient is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

I. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Grant.

J. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

EXHIBIT D

State of Texas Assurances

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

2. Shall insure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.

3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.

5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.

7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section _.36 for additional guidance on contract provisions).

8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.

9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.

10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.

11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).

15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.

22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.

24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at https://www.sam.gov/portal/public/SAM/.

25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

EXHIBIT E

Environmental Review

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. shall assess its federally funded projects for potential impact to environmental resources and historic properties.
2. shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by DPS/TDEM. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact.
3. shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and DPS/TDEM will not authorize or release Grant funds for non-compliant projects.
4. as soon as possible upon receiving this Grant, shall provide information to DPS/TDEM to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to DPS/TDEM for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances.
5. shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings.
6. shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed.
7. if ground disturbing activities occur during project implementation, Subrecipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

EXHIBIT F

Additional Grant Conditions

1. Additional damage requiring a new Public Assistance project to be written must be reported within 60 days following the Kickoff meeting with the State- Federal team.

2. All work must be done prior to the approved project completion deadline assigned to each Project. Should additional time be required, a time extension request must be submitted which: a.) Identifies the projects requiring an extension. b.) Explains the reason for an extension. c.) Indicates the percentage of work that has been completed. d.) Provides an anticipated completion date. The reason for an extension must be based on extenuating circumstances or unusual project requirements that are beyond the control of your jurisdiction/organization. **Failure to submit a time extension request may result in reduction or withdrawal of federal funds for approved work.**

3. Any significant change to a project's approved Scope of Work must be reported and approved through TDEM and FEMA before starting the project. Failure to do so will jeopardize grant funding.

4. The Project Completion and Certification Report must be returned to TDEM once all the approved work has been completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report.

5. A cost overrun appeal on small ($120,000.00) Public Assistance projects must be reported to the Texas Division of Emergency Management (TDEM) within 60 days of completing the last small project in order to be considered for additional funding.

6. Appeals may be filed on any determination made by FEMA or TDEM. All appeals must be submitted to TDEM within 60 days from receiving written notice of the action you wish to appeal. Should you wish to appeal a determination contained in the project application, the 60 days will start the day the application is signed.

7. Public Assistance program projects will not receive funding until all of the requirements identified in the comments section of the Project Worksheet are met.

8. You may request a payment of funds on projects by completing the "Payment of Funds" request and including documentation supporting your request. In the event that an audit results in a reduction of the awarded amount of a project, the subrecipient is responsible for returning the identified overage within 30 days of notification of the overpayment. Small Public Assistance projects are paid upon obligation and the receipt of all required documentation. Payments must be requested at least quarterly if expenditures have been made in that quarter.

9. Projects that have not received final payment will be reviewed quarterly by TDEM representatives upon receipt of the Quarterly Review form from the subrecipient. Quarterly reports will be due on the following dates: **March 15th, June 15th, September 15th & December 15th**. Public Assistance program small projects are exempted.

10. Subrecipient with must submit a project cost summary to TDEM following the completion of each project, except Public Assistance program small projects. The project cost summary must list all labor, equipment, materials and contract costs associated with making needed repairs.

11. Subrecipients expending $750,000 or more in total Federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F. A copy of the Single Audit must be submitted to your cognizant State agency or TDEM within nine months of the end of the subrecipient’s fiscal year.

Consult with your financial officer regarding this requirement. If not required to submit a single audit, a letter must be sent to TDEM certifying to this.

12. Completed record and cost documents for all approved work must be for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value. During this time, all approved projects are subject to State and Federal audit/review.

13. Subrecipients will not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs (EO 12549, Debarment and Suspension). Subrecipient must maintain documentation validating review of debarment list of eligible contractors.

14. Subrecipients must keep record of equipment acquired by federal funds for the life cycle of the equipment. A life cycle for most equipment will be three years, but could be longer. If the fair market value of a piece of equipment is valued over $5,000, FEMA will have the right to a portion of proceeds if equipment is sold. If the fair market value of a piece of equipment is less than $5,000, the property can either be retained, sold or designated as surplus with no further obligation to FEMA.

EXHIBIT G

Additional Grant Certifications

Match Certification

Applicant certifies that they have the ability to meet or exceed the cost share required of this project.

Duplication of Program Statement

Applicant certifies there has not been, nor will there be, a duplication of benefits for this project.

For Hazard Mitigation Projects Only:

Maintenance Agreement

Applicant certifies that if there is a Maintenance Agreement needed for this facility copy of that agreement will be provided to TDEM.

Environmental Justice Statement

Federal Executive Order 12898 compliance requirements – If there are any concentrations of low income or minority populations in or near the HMGP project:

1. Applicant certifies that the HMGP project result will not result in a disproportionately high or adverse effect on low income or minority populations.

   OR

2. Applicant certifies that action will be taken to ensure achievement of environmental justice for low income and minority populations related to this HMGP project.

Commissioners Court - Regular Session **49.**

Meeting Date: 07/11/2017

Quarry Splash Pad Change Fund

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

Department: Parks

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on increasing the established change fund for the Quarry Splash Pad at Southwest Williamson County Regional Park.

Background

In consultation with Internal Audit, an increase of $4300 in the change fund is requested to assist in operations and fiscal controls associated with the automated transaction kiosk at the Quarry Splash Pad.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/29/2017 09:24 AM
Form Started By: Randy Bell		Started On: 06/28/2017 03:56 PM
Final Approval Date: 06/29/2017		

Commissioners Court - Regular Session **50.**

Meeting Date: 07/11/2017

Seward Junction SE Contract

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

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Real Estate Contract with National Retail Properties, LP for right of way needed on the Seward Junction SE Loop project. (Parcel 1)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

NRP Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/06/2017 09:50 AM
Form Started By: Charlie Crossfield		Started On: 07/06/2017 09:22 AM
Final Approval Date: 07/06/2017		

REAL ESTATE CONTRACT

Seward Junction SE - Parcel 1

THIS REAL ESTATE CONTRACT ("Contract") is made by NATIONAL RETAIL PROPERTIES, LP, a Delaware limited partnership (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

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

> All of that certain 0.0033 acre (144 Sq. Ft.) of land in the John B. Robinson Survey, Abstract No. 521, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 1**)

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A" and any improvements thereon shall be the sum of SEVEN HUNDRED NINETY TWO and 00/100 Dollars ($792.00).

Payment of Purchase Price

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

Special Provisions

2.03. As additional consideration, the Purchaser acknowledges and agrees to the following:

(1) the signs located on the Property and/or on the remainder of the property owned by Seller will not be affected, and Purchaser agrees to immediately reimburse Seller or its tenant for any damages caused to such signs or for any commercially unreasonable interruption of utilities to the convenience store / gas station facility located on Seller's remainder property;

(2) construction of the Seward Junction SE Project will not cause any conditions that will necessitate restoration work to be performed by Seller;

(3) access to the driveway serving the Property from and to US 183 will not be affected during construction; and

(4) the driveway serving the Property from and to CR 259 will be reconstructed due to the installation of storm drainage pipe; during reconstruction, at least half of the CR 259 driveway will remain accessible at all times, unless otherwise agreed by Seller in advance.

The foregoing Special Provisions survive the termination of this Contract and the closing of the sale of the Property.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

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

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

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes,

rules and restrictions relating to the Property, or any part thereof;

The Property herein which is shown in Exhibit "A" is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before June 30, 2017, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", subject to all matters of record

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

(2) Deliver to Purchase a duly executed and acknowledged Partial Release of Lease, releasing and discharging and leasehold interest in the Property being conveyed to Purchaser.

The Partial Release of Lease shall be in the form as shown in Exhibit "C", attached hereto and incorporated herein.

(3) Deliver to Purchaser possession of the Property.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

Prorations

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

Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

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

(1) All closing costs shall be paid by Purchaser.

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

ARTICLE VI
BREACH BY SELLER

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

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

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

Texas Law to Apply

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

County, Texas.

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

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

Counterparts

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

SELLER:

NATIONAL RETAIL PROPERTIES, LP,
a Delaware limited partnership

By: NNN GP Corp., a Delaware corporation,
as general partner

By: _____
Name: Paul E. Bayer
Title: Executive Vice President

Address: 450 S. Orange Ave., Suite 900
Orlando, Florida 32801
Attn: Senior Vice President – Asset Management

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

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

Date: _____

(acknowledgments on following page)

ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 29th day of June, 2017 by Paul E. Bayer, Executive Vice President of NNN GP Corp., a Delaware corporation, as general partner of National Retail Properties, LP, a Delaware limited partnership, on behalf of the partnership. He/~~she~~ is personally known to me or has produced _____ as identification.

Printed Name: Ivette Cordero
Commission #: _____
My commission expires: _____

IVETTE CORDERO
Commission # FF 205051
Expires April 3, 2019
Bonded Thru Troy Fain Insurance 800-385-7019

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the __ day of _____, 2017, by Dan A. Gattis, Williamson County Judge, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

FIELD NOTES DESCRIPTION – PARCEL 1

DESCRIPTION OF 0.0033 ACRE (144 SQUARE FEET) OF LAND IN THE JOHN B. ROBINSON SURVEY, ABSTRACT NO. 521, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 1.151 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO NATIONAL RETAIL PROPERTIES, LP OF RECORD IN DOCUMENT NO. 2014079471, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.0033 ACRE AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point, 210.96 feet left of U.S. Highway 183 Engineer's Baseline Station 121+57.15, and 78.81 feet right of Williamson County Road 259 Engineer's Baseline Station 178+38.80, at the intersection of the east right-of-way line of U.S. Highway 183, a varying width right-of-way and the existing south right-of-way line of County Road 259, a varying width right-of-way, same being the northwest corner of the said 1.151 acre tract, for the northwest corner and **POINT OF BEGINNING** of the tract described herein, and from said calculated point a mag-nail with washer stamped "3DS LAND SURVEYOR" found bears S 67° 47' 28" W, a distance of 0.16 feet;

THENCE N 67° 47' 28" E, leaving the east right-of-way of U.S. Highway 183, with the existing south right-of-way line of County Road 259, same being the north line of the said 1.151 acre tract, and being the north line of the tract described herein, a distance of 17.00 feet to a mag-nail with washer set in concrete, 78.48 feet right of County Road 259 Baseline Station 178+55.80, for the east corner of the tract described herein, from which a 1/2-inch iron rod found, 74.76 feet right of County Road 259 Baseline Station 180+45.43, in the south right-of-way line of County Road 259, at the northeast corner of the said 1.151 acre tract, same being the northern northwest corner of Lot 1, Block A, First Texas Bank Tract, a subdivision of record in Cabinet V, Slides 78-79, Plat Records of Williamson County, Texas, bears N 67° 47' 28" E, a distance of 189.67 feet;

THENCE S 23° 22' 27" W, leaving the existing south right-of-way line of County Road 259 and crossing the said 1.151 acre tract, with the proposed south right-of-way line of County Road 259, same being the southeast line of the tract described herein, a distance of 24.29 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 210.96 feet left of U.S. Highway 183 Baseline Station 121+74.15 and 95.81 feet right of County Road 259 Baseline Station 178+38.79, in the east right-of-way line of U.S. Highway 183, same being the west line of the said 1.151 acre tract, for the south corner of the tract described herein, from which a 1/2-inch iron rod with illegible plastic cap found 209.21 feet left of U.S. Highway Baseline Station 124+02.47, in the east right-of-way line of U.S. Highway 183, at the southwest corner of the said 1.151 acre tract, same being the northwest corner of that certain called 1.851 acre tract of land described in the deed to Manor Business Center, Ltd., of record in Document No. 2004091683, and corrected in Document No. 2006038000, Official Public Records of Williamson County, Texas, bears S 21° 02' 34" E, a distance of 223.39 feet;

THENCE N 21° 02' 34" W, with the east right-of-way line of U.S. Highway 183, same being the west line of the said 1.151 acre tract, and being the west line of the tract described herein, a distance of 17.00 feet to the **POINT OF BEGINNING** and containing 0.0033 acre (144 square feet) of land, more or less.

BEARING BASIS: Texas Coordinate System, Central Zone, NAD83, Grid.

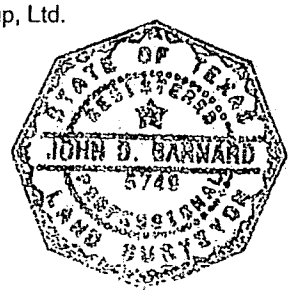
BOWMAN WORD FILE: FN1781-R1(gt)

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

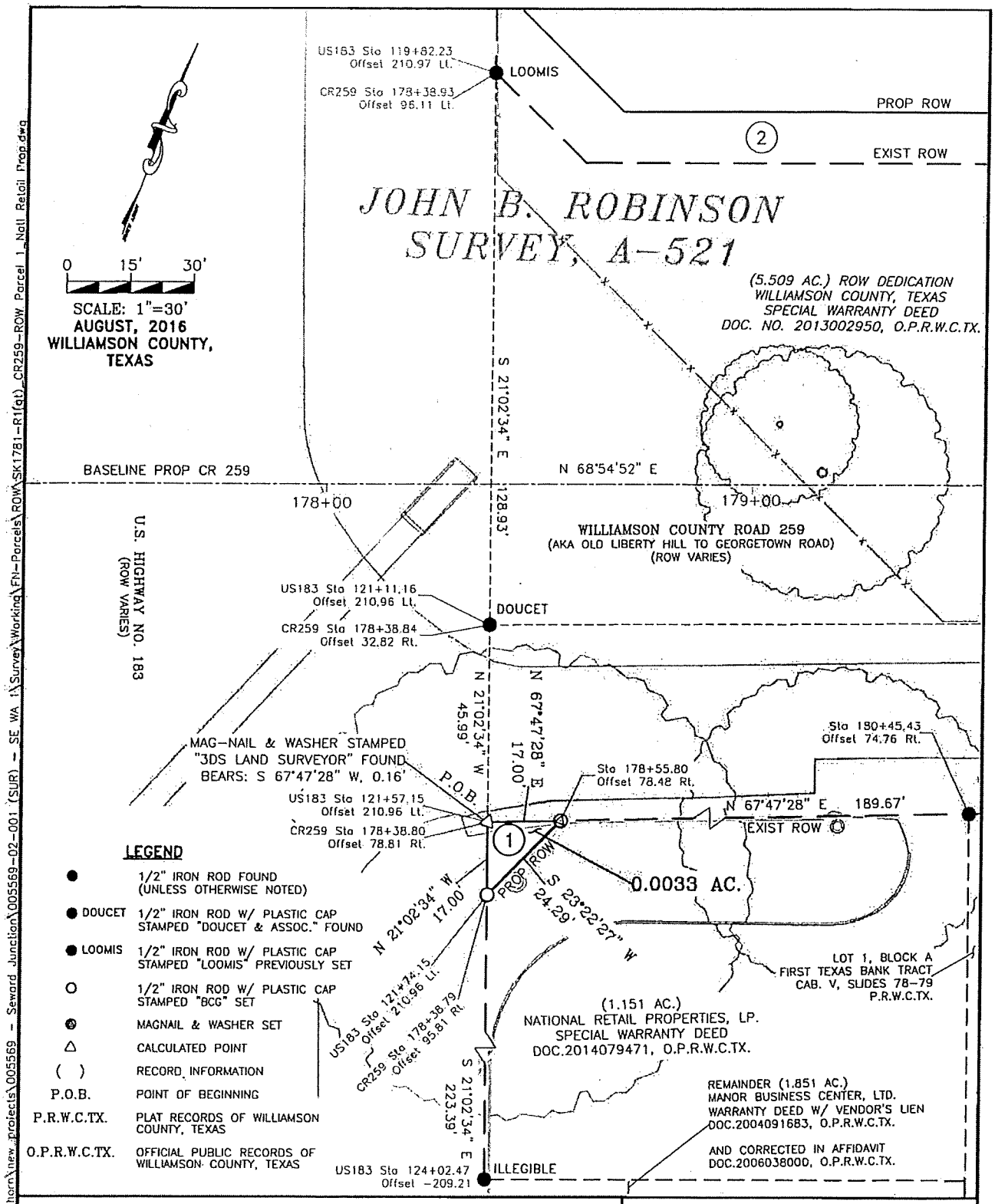
That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the months of January through June 2015 under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 24th of August, 2016 A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746



John D. Barnard
Registered Professional Land Surveyor
No. 5749 – State of Texas



FILE: \\Longhorn\new_projects\005569 - Seward Junction\005569-02-001 (SUR) - SE WA 1\Survey\Working\FN-Parcels\ROW\SK1781-R1(at)_CR259-ROW Parcel 1_Nall Retail Prop.dwg

DATE: Aug 23,2016-3:55pm

Bowman CONSULTING

Bowman Consulting Group, Ltd.
3101 Bee Cave Road, Suite 100, Austin, Texas 78746
Phone: (512) 327-1180 Fax: (512) 327-4062
www.bowmanconsulting.com © Bowman Consulting Group, Ltd.
TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00

EXHIBIT TO ACCOMPANY FIELD NOTES DESCRIPTION FN1781-R1

NOTES:

1. BEARING BASIS IS TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4204), NAD83, GRID, BASED ON SURVEY TIES MADE TO CONTROL MONUMENTS SAM3, SAM4, SAM5 & SAM6 AS SHOWN ON CONTROL SHEETS FOR THE US 183: CR213 TO RIVA RIDGE DRIVE PROJECT (CSJ: 0151-04-063/064); LOWER COLORADO RIVER AUTHORITY (LCRA) CONTROL MONUMENTS AZF9 AND X622; AND TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) CONTROL MONUMENT N2463018.

2. DISTANCES SHOWN HEREON ARE BASED ON SURFACE MEASUREMENTS, TO CONVERT SURFACE DISTANCES TO GRID, MULTIPLY BY THE COMBINED SCALE FACTOR.

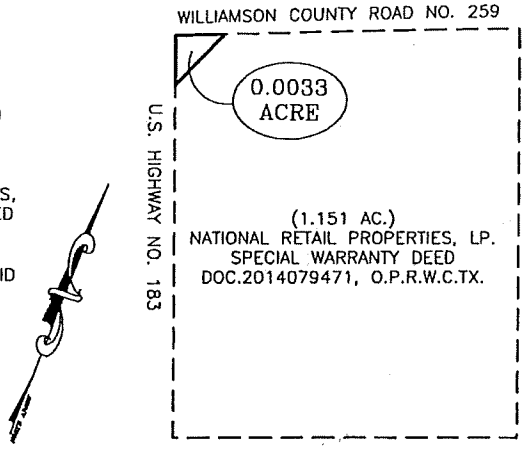
3. THE COMBINED SCALE FACTOR FOR THIS PROJECT IS 1.000115 (GRID TO SURFACE).

4. IMPROVEMENTS SHOWN HEREON ARE BASED ON AN ENGINEERING DESIGN SURVEY PERFORMED BY BOWMAN CONSULTING, DURING THE MONTHS OF JANUARY THROUGH JUNE, 2015.

5. COUNTY ROAD 259 STATIONS AND OFFSETS SHOWN HEREON ARE BASED ON THE THE PROJECT BASELINES (269011AL01.DGN), AS PROVIDED BY AGUIRRE & FIELDS, LP ON 08-26-2015.

6. THE ACREAGE CALCULATED AND SHOWN HEREON IS DERIVED FROM RECORD INFORMATION, AND IS FOR INFORMATIONAL PURPOSES ONLY. THIS DOES NOT IN ANY WAY REPRESENT A BOUNDARY SURVEY OF THE PARENT TRACT.

7. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN.



WHOLE PROPERTY INSET
(NOT TO SCALE)

PROPOSED PARCEL ACQUISITION TABLE
RECORD PROPERTY AREA = 1.151 ACRES
PROPOSED ROW ACQUISITION AREA = 0.0033 ACRE
CALCULATED REMAINDER AREA = 1.1477 ACRES

SURVEYOR CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

STATE OF TEXAS
REGISTERED
JOHN D. BARNARD
5749
PROFESSIONAL
LAND SURVEYOR

JOHN D. BARNARD
REGISTERED PROFESSIONAL LAND
SURVEYOR NO. 5749,
STATE OF TEXAS

8/24/2016
DATE

Bowman CONSULTING

Bowman Consulting Group, Ltd.
3101 Bee Cave Road, Suite 100, Austin, Texas 78746
Phone: (512) 327-1180 Fax: (512) 327-4062
www.bowmanconsulting.com © Bowman Consulting Group, Ltd.
TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00

EXHIBIT TO ACCOMPANY
FIELD NOTES DESCRIPTION
FN1781-R1

FILE: \\Longhorn\new_projects\005569 - Seward Junction\005569-02-001 (SUR) - SE WA 1\Survey\Working\FN-Parcels\ROW\SK1781-R1(gt)_CR259-ROW Parcel 1_Natl Retail Prop.dwg
DATE: Aug 23,2016-3:59pm

EXHIBIT B

Parcel 1

SPECIAL WARRANTY DEED

Seward Junction Southeast Road Right of Way – County Road 259

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That National Retail Properties LP, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

> All of that certain 0.0033 acre (144 Sq. Ft.) of land in the John B. Robinson Survey, Abstract No. 521, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 1**)

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

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

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

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing,

mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 259, but shall not be used or exported from the Property for any other purpose.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2017.

GRANTOR:
NATIONAL RETAIL PROPERTIES, LP,
a Delaware limited partnership

By: NNN GP Corp., a Delaware corporation,
as general partner

By: _____
Name: _____
Title: _____

Address: 450 S. Orange Ave., Suite 900
Orlando, Florida 32801
Attn: Senior Vice President – Asset Management

(acknowledgement on following page)

ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ___ day of _____, 2017 by _____, as _____ of NNN GP Corp., a Delaware corporation, as general partner of National Retail Properties, LP, a Delaware limited partnership, on behalf of the partnership. He/she is personally known to me or has produced _____ as identification.

_____
Printed Name:_____
Commission #:_____
My commission expires:_____

PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

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

EXHIBIT C

PARTIAL RELEASE OF LEASE
Seward Junction SE - Parcel 1

THE STATE OF TEXAS '
' **KNOW ALL BY THESE PRESENTS:**
COUNTY OF WILLIAMSON '

That, NATIONAL RETAIL PROPERTIES, LP, a Delaware limited partnership ("NATIONAL") and FIKES WHOLESALE, INC., a Texas corporation ("FIKES"), for and in consideration of the sum of One and No/100 Dollar ($1.00) and other good and valuable consideration paid to it by the City of Round Rock, Texas, and its successors and assigns, the receipt and sufficiency of which is hereby acknowledged, do hereby partially ABANDON, RELEASE and DISCHARGE that certain Lease Agreement, dated September 25, 2014, by and between NATIONAL, Landlord, and FIKES, Tenant, as evidenced by Memorandum of Lease recorded under Document No. 2014078820, Official Public Records of Williamson County, Texas.

Such ABANDONMENT, RELEASE and DISCHARGE of the above-referenced leasehold shall apply only to the below-described Property, to-wit:

> All of that certain 0.0033 acre (144 Sq. Ft.) of land in the John B. Robinson Survey, Abstract No. 521, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 1**)

This instrument is given specifically to release the above described original lease agreements and interest, and any subsequent revisions, renewals, or alterations between the parties relating to the subject Property, and to release such original agreement only as to the property specifically described herein, which agreement terms are hereby terminated by abandonment, termination, vacation, and cessation of purpose, and which lease agreement shall be of no further force and effect, whether legal or equitable.

IN WITNESS WHEREOF, NATIONAL and FIKES have caused this instrument to be executed effective the _____ day of the month of _____, 2017.

RELEASOR/LANDLORD:

NATIONAL RETAIL PROPERTIES, LP,
a Delaware limited partnership

By: NNN GP Corp., a Delaware corporation,
as general partner

By: _____
Name: _____
Title: _____

RELEASOR/TENANT:

FIKES WHOLESALE, INC.,
a Texas corporation

By: _____

Name: _____

Its: _____

ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ___ day of _____, 2017 by _____, as _____ of NNN GP Corp., a Delaware corporation, as general partner of National Retail Properties, LP, a Delaware limited partnership, on behalf of the partnership. He/she is personally known to me or has produced _____ as identification.

_____
Printed Name: _____
Commission #: _____
My commission expires: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2017 by _____, as _____ of Fikes Retail Properties, Inc., in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Sheets & Crossfield, P.C.
309 E. Main St.
Round Rock, Texas 78664

Commissioners Court - Regular Session **51.**

Meeting Date: 07/11/2017

Seward Junction SE Contract

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

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Real Estate Contract with Chang 2012 Family Trust and Frances P. Lai for right of way needed on the Seward Junction SE Loop project. (Parcel 3)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Chang Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/06/2017 09:50 AM
Form Started By: Charlie Crossfield		Started On: 07/06/2017 09:25 AM
Final Approval Date: 07/06/2017		

REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT ("Contract") is made by CHANG 2012 FAMILY TRUST and FRANCES P. LAI (collectively referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

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

> All of that certain 0.9418 acre (41,025 Sq. Ft.) of land in the Noah Smithwick Survey, Abstract No. 590, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 3**); and
>
> Drainage Easement interest in and across that certain 0.2171 (9,455 square feet) of land in the Noah Smithwick Survey, Abstract No. 590, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "B" attached hereto and incorporated herein (**Parcel 3DE**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A" and any improvements thereon, together with the Drainage Easement interest described in Exhibit "B", shall be the sum of TWO HUNDRED ONE THOUSAND FIVE HUNDRED FORTY-TWO and 00/100 Dollars ($201,542.00).

Payment of Purchase Price

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

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

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

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

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

The portion of the Property herein which is shown in Exhibits "A" and "B" is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before May 31st, 2017, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

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

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

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

(c) Any exceptions approved by Purchaser in writing.

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

(2) Deliver to Purchase a duly executed and acknowledged Drainage Easement conveying such interest in and to all of the Property Described in Exhibit "B."

The Drainage Easement shall be in the form as shown in Exhibit "D", attached hereto and incorporated herein.

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

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

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

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

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

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

Prorations

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

Closing Costs

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

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

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

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

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

ARTICLE VI
BREACH BY SELLER

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

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total

damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

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

Counterparts

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

(signature page follows)

SELLER:

CHANG 2012 FAMILY TRUST

Morgan HT Lin, as trustee of the
Chang 2012 Family Trust

Frances P. Lai, an individual

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

Date:_____

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

(acknowledgments on following page)

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me on this the 23rd day of June, 2017, by Morgan HT Lin, as trustee of the Chang 2012 Family Trust, in the capacity and for the purposes and consideration recited therein.

PHUONG KAMPA
Commission # 126375920
My Commission Expires
January 15, 2020

Phuong Kampa
Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2017, by Frances P. Lai, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2017, by Dan A. Gattis, Williamson County Judge, in the capacity and for the purposes and consideration recited therein.

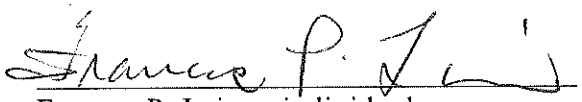
_____
Notary Public, State of Texas

SELLER:

CHANG 2012 FAMILY TRUST

_____

Morgan HT Lin, as trustee of the
Chang 2012 Family Trust



Frances P. Lai, an individual

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

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

Date:_____

(acknowledgments on following page)

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2017, by Morgan HT Lin, as trustee of the Chang 2012 Family Trust, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2017, by Frances P. Lai, in the capacity and for the purposes and consideration recited therein.

SEE ATTACHED
CALIFORNIA
NOTARIZATION

_____
Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2017, by Dan A. Gattis, Williamson County Judge, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Santa Clara

On 24 MAY 2017 before me, KIRTI PATEL, Notary Public, personally appeared FRANCES P. LAI

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under Penalty of Perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

KIRTI PATEL
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2178864
SANTA CLARA COUNTY
My Comm. Exp. January 27, 2021

Signature of Notary Public

(Notary Seal)

OPTIONAL INFORMATION

The acknowledgment contained within this document is in accordance with California law. Any certificate of acknowledgement performed within the State of California shall use the preceding wording pursuant to Civil Code section 1189. ***An acknowledgment cannot be affixed to a document sent by mail or otherwise delivered to a notary public, including electronic means, whereby the signer did not personally appear before the notary public, even if the signer is known by the notary public. In addition, the correct notarial wording can only be signed and sealed by a notary public. The seal and signature cannot be affixed to a document without the correct notarial wording.***

DESCRIPTION OF ATTACHED DOCUMENT

REAL ESTATE CONTRACT.
(Title of document)

Number of Pages 7. (Including acknowledgment)

Document Date NO DATE.

CAPACITY CLAIMED BY SIGNER

✓ Individual
____ Corporate Officer
____ Partner
____ Attorney-In-Fact
____ Trustee
____ Other: ____

MMXV H.WARDALE 925.786.8909 www.TotallyNotary.net

EXHIBIT A

0.9418-Ac.
Noah Smithwick Survey, A-590,
Williamson County, Texas

Job No. 5569-02-001
FN1783(gt)

FIELD NOTES DESCRIPTION – PARCEL 3

DESCRIPTION OF 0.9418 ACRE (41,025 SQUARE FEET) OF LAND IN THE NOAH SMITHWICK SURVEY, ABSTRACT NO. 590, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CERTAIN CALLED 25.38 ACRE TRACT OF LAND, DESCRIBED IN THE DEED TO CHING RUTH HSU AND FRANCIS P. LAI, CUSTODIAN FOR NANCY N. LAI, OF RECORD IN DOCUMENT NO. 1997025003, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND FURTHER DESCRIBED IN THE DEEDS TO CHANG 2012 FAMILY TRUST (ONE-HALF (1/2) UNDIVIDED INTEREST) OF RECORD IN DOCUMENT NO. 2012103438, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND FRANCIS P. LAI (ONE-HALF (1/2) UNDIVIDED INTEREST) OF RECORD IN DOCUMENT NO. 2012103470, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.9418 ACRE AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found, 42.30 feet right of Williamson County Road 259 Engineer's Baseline Station 201+07.79, at a re-entrant corner in the existing north right-of-way line of County Road 259, a varying width right-of-way, same being the southwest corner of the said 25.38 acre tract, same being the southeast corner of that certain called 82.28 acre tract of land designated as Tract 12, and described in the deed to 183 BLW, LP of record in Document No. 2010029253, Official Public Records of Williamson County, Texas, and same being the southeast corner of that certain called 5.509 acre right-of-way dedication to Williamson County, Texas, of record in Document No. 2013002950, Official Public Records of Williamson County, Texas, for the southwest corner and **POINT OF BEGINNING** of the tract described herein;

THENCE N 22° 45' 11" W, with the existing north right-of-way line of County Road 259, same being the west line of the said 25.38 acre tract, same being the east lines of the said 82.28 acre tract and the said 5.509 acre tract, and with the west line of the tract described herein, a distance of 117.30 feet to a 1/2-inch iron rod with plastic cap stamped "LOOMIS" previously set, 75.00 feet left of County Road 259 Baseline Station 201+06.69, at an angle point in the existing north right-of-way line of County Road 259, same being the northeast corner of the said 5.509 acre tract, for the northwest corner of the tract described herein, from which a 40D nail found in a fence post at the end of a rock wall, at an angle point in the east line of the said 82.28 acre tract bears N 22° 45' 11" W, a distance of 190.33 feet;

THENCE leaving the existing north right-of-way line of County Road 259 and crossing the said 25.38 acre tract with the proposed north right-of-way line of County Road 259 and with the north line of the tract described herein, the following two (2) courses and distances:

1. N 67° 46' 55" E, a distance of 250.19 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 75.00 feet left of County Road 259 Baseline Station 203+56.89, for a point of curvature, and

2. with the arc of a curve to the right, having a radius of 750.00 feet, an arc distance of 125.13 feet and a chord which bears N 72° 33' 41" E, a distance of 124.98 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 75.00 feet left of County Road 259 Baseline Station 204+69.50, in the west line of Lot 3, Seward Junction Commercial Park, a subdivision of record in Cabinet W, Slides 318-319, Plat Records of Williamson County, Texas, for the northeast corner of the tract described herein, from which a calculated point at the northwest corner of Lot 2 of the said Seward Junction Commercial Park, in the south right-of-way line of State Highway No. 29, a varying width right-of-way, same being the north line of the said 25.38 acre tract bears N 09° 32' 10" W, a distance of 1045.65 feet, and from said calculated point a 1/2-inch iron rod with plastic cap stamped "RPLS 2218" found bears S 09° 32' 10" E, a distance of 0.50 feet;

THENCE S 09° 32' 10" E, continuing across the said 25.38 acre tract with the west line of the said Lot 3, Seward Junction Commercial Park, and with the east line of the tract described herein, a distance of 102.82 feet to a 1/2-inch iron rod with illegible plastic cap found, 27.64 feet right of County Road 259

Baseline Station 204+63.66, in the existing north right-of-way line of County Road 259, same being the south line of the said 25.38 acre tract, at the southwest corner of the said Lot 3, Seward Junction Commercial Park, for the southeast corner of the tract described herein;

THENCE S 66° 42' 32" W, with the existing north right-of-way line of Country Road 259, same being the south line of the said 25.38 acre tract, and with the south line of the tract described herein, a distance of 351.13 feet to the **POINT OF BEGINNING** and containing 0.9418 acre (41,025 square feet) of land, more or less.

BEARING BASIS: Texas Coordinate System, Central Zone, NAD83, Grid.

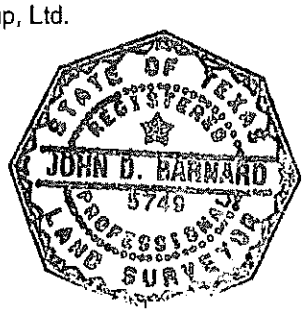
BOWMAN WORD FILE: FN1783(gt)

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

That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the months of January through June 2015 under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 24th of August, 2016 A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746



John D. Barnard
Registered Professional Land Surveyor
No. 5749 – State of Texas

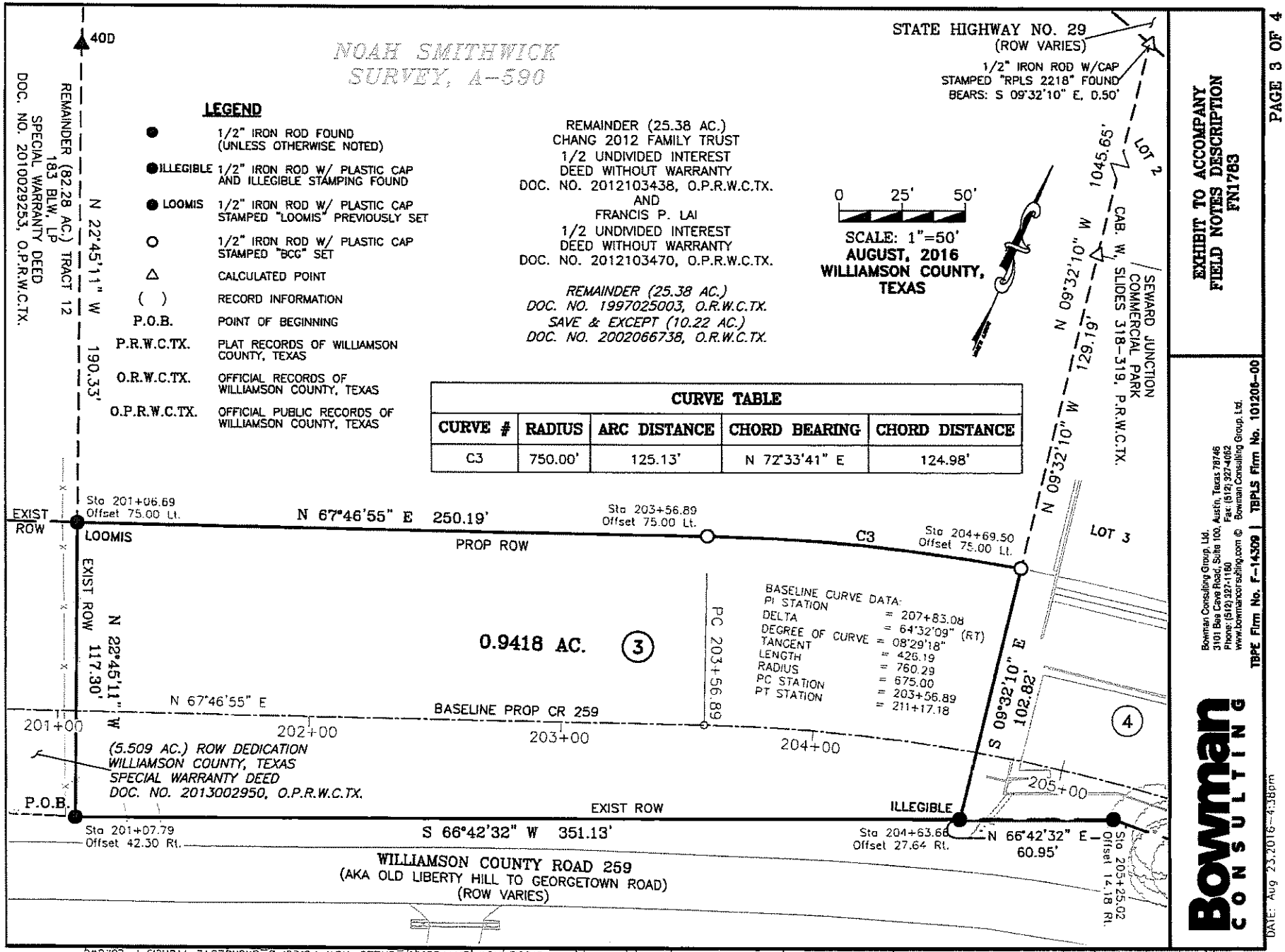


EXHIBIT TO ACCOMPANY
FIELD NOTES DESCRIPTION
FN1783

PAGE 3 OF 4

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3101 Bee Cave Road, Suite 100, Austin, Texas 78746
Phone: (512) 327-1180 Fax: (512) 327-4062
www.bowmanconsulting.com © Bowman Consulting Group, Ltd.
TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00

Bowman CONSULTING

DATE: Aug 23,2016 - 4:38pm

FILE: \\Longhorn\new_projects\005569 - Seward Junction\005569-02-001 (SUR) - SE WA 1\Survey\Working\FN-Parcels\ROW\SK1783(a)_CR259-ROW Parcel 3_Chang2012-Francis P Lai.dwg

NOTES:

1. BEARING BASIS IS TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4204), NAD83, GRID, BASED ON SURVEY TIES MADE TO CONTROL MONUMENTS SAM3, SAM4, SAM5 & SAM6 AS SHOWN ON CONTROL SHEETS FOR THE US 183: CR213 TO RIVA RIDGE DRIVE PROJECT (CSJ: 0151-04-063/064); LOWER COLORADO RIVER AUTHORITY (LCRA) CONTROL MONUMENTS AZF9 AND X622; AND TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) CONTROL MONUMENT N2463018.

2. DISTANCES SHOWN HEREON ARE BASED ON SURFACE MEASUREMENTS, TO CONVERT SURFACE DISTANCES TO GRID, MULTIPLY BY THE COMBINED SCALE FACTOR.

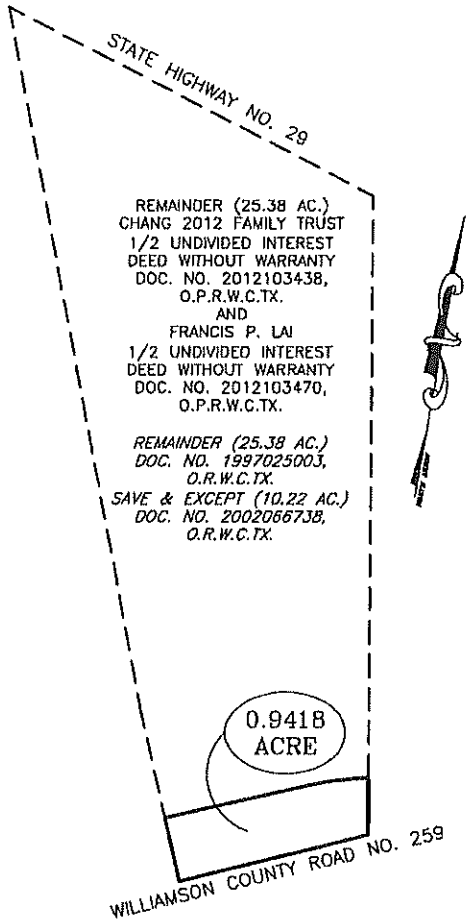
3. THE COMBINED SCALE FACTOR FOR THIS PROJECT IS 1.000115 (GRID TO SURFACE).

4. IMPROVEMENTS SHOWN HEREON ARE BASED ON AN ENGINEERING DESIGN SURVEY PERFORMED BY BOWMAN CONSULTING, DURING THE MONTHS OF JANUARY THROUGH JUNE, 2015.

5. COUNTY ROAD 259 STATIONS AND OFFSETS SHOWN HEREON ARE BASED ON THE THE PROJECT BASELINES (269011AL01.DGN), AS PROVIDED BY AGUIRRE & FIELDS, LP ON 08-26-2015.

6. THE ACREAGE CALCULATED AND SHOWN HEREON IS DERIVED FROM RECORD INFORMATION, AND IS FOR INFORMATIONAL PURPOSES ONLY. THIS DOES NOT IN ANY WAY REPRESENT A BOUNDARY SURVEY OF THE PARENT TRACT.

7. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN.



WHOLE PROPERTY INSET
(NOT TO SCALE)

PROPOSED PARCEL ACQUISITION TABLE

RECORD PROPERTY AREA = 25.38 ACRES
DOC. 2002066738 SAVE & EXCEPT = 10.22 ACRES
PROPOSED ROW ACQUISITION AREA = 0.9418 ACRE
CALCULATED REMAINDER AREA = 14.2182 ACRES

SURVEYOR CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

STATE OF TEXAS
REGISTERED
JOHN D. BARNARD
5749
PROFESSIONAL
LAND SURVEYOR

JOHN D. BARNARD
REGISTERED PROFESSIONAL LAND
SURVEYOR NO. 5749,
STATE OF TEXAS

8/24/16
DATE

Bowman CONSULTING

Bowman Consulting Group, Ltd.
3101 Bee Cave Road, Suite 100, Austin, Texas 78746
Phone: (512) 327-1180 Fax: (512) 327-4062
www.bowmanconsulting.com © Bowman Consulting Group, Ltd.

TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00

EXHIBIT TO ACCOMPANY FIELD NOTES DESCRIPTION FN1783

FILE: \\Longhorn\new_projects\005569 - Seward Junction\005569-02-001 (SUR) - SE WA 1\Survey\Working\FN-Parcels\ROW\SK1783(qt)_CR259-ROW Parcel 3_Chang2012-Francis P Lai.dwg

DATE: Aug 23,2016-4:40pm

EXHIBIT B

0.2171-Ac.
Noah Smithwick Survey, A-590,
Williamson County, Texas

Job No. 5569-02-001
FN1869-R1(gt)

FIELD NOTES DESCRIPTION – PARCEL 3DE

DESCRIPTION OF 0.2171 ACRE (9,455 SQUARE FEET) OF LAND IN THE NOAH SMITHWICK SURVEY, ABSTRACT NO. 590, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CERTAIN CALLED 25.38 ACRE TRACT OF LAND, DESCRIBED IN THE DEED TO CHING RUTH HSU AND FRANCIS P. LAI, CUSTODIAN FOR NANCY N. LAI, OF RECORD IN DOCUMENT NO. 1997025003, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND FURTHER DESCRIBED IN THE DEEDS TO CHANG 2012 FAMILY TRUST (ONE-HALF (1/2) UNDIVIDED INTEREST) OF RECORD IN DOCUMENT NO. 2012103438, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND FRANCIS P. LAI (ONE-HALF (1/2) UNDIVIDED INTEREST) OF RECORD IN DOCUMENT NO. 2012103470, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.2171 ACRE AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found, 42.30 feet right of Williamson County Road 259 Engineer's Baseline Station 201+07.79, at a re-entrant corner in the existing north right-of-way line of County Road 259, a varying width right-of-way, same being the southwest corner of the said 25.38 acre tract, same being the southeast corner of that certain called 82.28 acre tract of land designated as Tract 12, and described in the deed to 183 BLW, LP of record in Document No. 2010029253, Official Public Records of Williamson County, Texas, and same being the southeast corner of that certain called 5.509 acre right-of-way dedication to Williamson County, Texas, of record in Document No. 2013002950, Official Public Records of Williamson County, Texas;

THENCE N 22° 45' 11" W, with the existing north right-of-way line of County Road 259, same being the west line of the said 25.38 acre tract, same being the east lines of the said 82.28 acre tract and the said 5.509 acre tract, a distance of 117.30 feet to a 1/2-inch iron rod with plastic cap stamped "LOOMIS" previously set, 75.00 feet left of County Road 259 Baseline Station 201+06.69, at an angle point in the existing north right-of-way line of County Road 259, same being the northeast corner of the said 5.509 acre tract, for the southwest corner and **POINT OF BEGINNING** of the tract described herein;

THENCE N 22° 45' 11" W, continuing with west line of the said 25.38 acre tract, same being the east line of the said 82.28 acre tract, and with the west line of the tract described herein, 25.00 feet to a calculated point for the northwest corner of the tract described herein, from which a 40D nail found in a fence post at the end of a rock wall, at an angle point in the east line of the said 82.28 acre tract bears N 22° 45' 11" W, a distance of 165.33 feet;

THENCE crossing the said 25.38 acre tract with the north line of the tract described herein, the following two (2) courses and distances:

1. N 67° 46' 55" E, a distance of 250.42 feet to a calculated point of curvature, and

2. with the arc of a curve to the right, having a radius of 775.00 feet, an arc distance of 130.66 feet and a chord which bears N 72° 36' 42" E, a distance of 130.51 feet to a calculated point in the west line of Lot 3, Seward Junction Commercial Park, a subdivision of record in Cabinet W, Slides 318-319, Plat Records of Williamson County, Texas, for the northeast corner of the tract described herein, from which a calculated point at the northwest corner of Lot 2 of the said Seward Junction Commercial Park, in the south right-of-way line of State Highway No. 29, a varying width right-of-way, same being the north line of the said 25.38 acre tract bears N 09° 32' 10" W, a distance of 1020.61 feet, and from said calculated point a 1/2-inch iron rod with plastic cap stamped "RPLS 2218" found bears S 09° 32' 10" E, a distance of 0.50 feet;

THENCE S 09° 32' 10" E, continuing across the said 25.38 acre tract with the west line of the said Lot 3, Seward Junction Commercial Park, and with the east line of the tract described herein, a distance of 25.04 feet to /2-inch iron rod with plastic cap stamped "BCG" set, 75.00 feet left of County Road 259 Baseline

Station 204+69.50, in the proposed north right-of-way line of County Road 259, for the southeast corner of the tract described herein, from which a a 1/2-inch iron rod with illegible plastic cap found, 27.64 feet right of County Road 259 Baseline Station 204+63.66, in the existing north right-of-way line of County Road 259, same being the south line of the said 25.38 acre tract, at the southwest corner of the said Lot 3, Seward Junction Commercial Park, bears S 09° 32' 10" E, a distance of 102.82 feet;

THENCE re-crossing the said 25.38 acre tract with proposed north right-of-way line of County Road 259, and with the south line of the tract described herein, the following two (2) courses and distances:

1. with the arc of a curve to the left, having a radius of 750.00 feet, an arc distance of 125.13 feet and a chord which bears S 72° 33' 41" W, a distance of 124.98 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 75.00 feet left of County Road 259 Baseline Station 203+56.89, for a point of curvature, and

2. S 67° 46' 55" W, a distance of 250.19 feet to the **POINT OF BEGINNING** and containing 0.2171 acre (9,455 square feet) of land, more or less.

BEARING BASIS: Texas Coordinate System, Central Zone, NAD83, Grid.

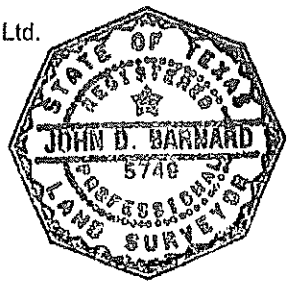
BOWMAN WORD FILE: FN1869-R1(gt)

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

That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the months of January through June 2015 under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 24 of August, 2016 A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746



John D. Barnard
Registered Professional Land Surveyor
No. 5749 – State of Texas

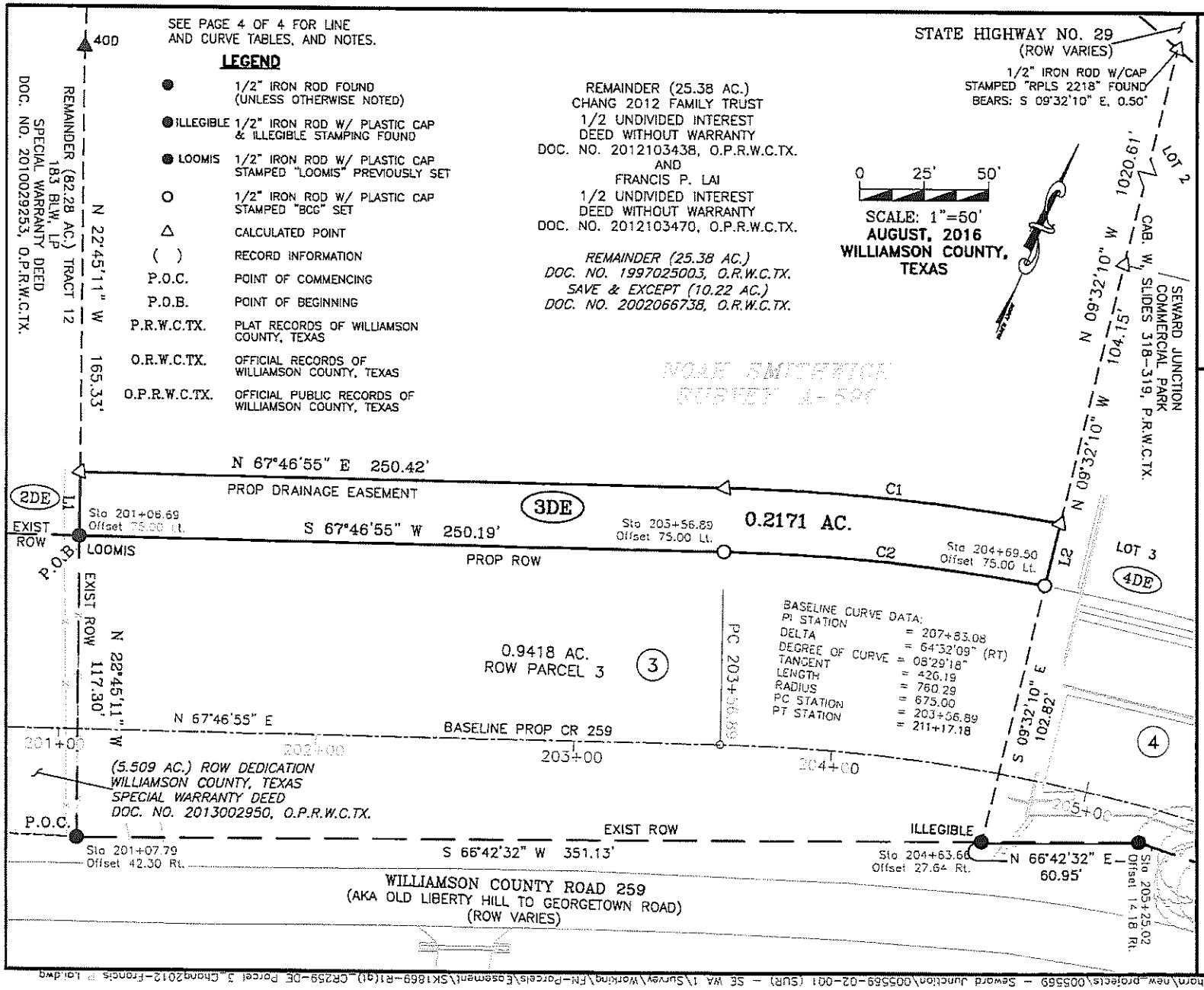


EXHIBIT TO ACCOMPANY
FIELD NOTES DESCRIPTION
FN1869-R1

PAGE 3 OF 4

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TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00

Bowman CONSULTING

DATE: Aug 23,2016-8:26pm

FILE: \\...\new projects\005569 - Seward Junction\005569-02-001 (SUR) - SE WA 1\Survey\Working\FN-Parcels\Easement\SK1869-R1(2)_CR259-DE Parcel 3_Chang2012-Francis P Lai.dwg

NOTES:

1. BEARING BASIS IS TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4204), NAD83, GRID, BASED ON SURVEY TIES MADE TO CONTROL MONUMENTS SAM3, SAM4, SAM5 & SAM6 AS SHOWN ON CONTROL SHEETS FOR THE US 183: CR213 TO RIVA RIDGE DRIVE PROJECT (CSJ: 0151-04-063/064); LOWER COLORADO RIVER AUTHORITY (LCRA) CONTROL MONUMENTS AZF9 AND X622; AND TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) CONTROL MONUMENT N2463018.

2. DISTANCES SHOWN HEREON ARE BASED ON SURFACE MEASUREMENTS, TO CONVERT SURFACE DISTANCES TO GRID, MULTIPLY BY THE COMBINED SCALE FACTOR.

3. THE COMBINED SCALE FACTOR FOR THIS PROJECT IS 1.000115 (GRID TO SURFACE).

4. IMPROVEMENTS SHOWN HEREON ARE BASED ON AN ENGINEERING DESIGN SURVEY PERFORMED BY BOWMAN CONSULTING, DURING THE MONTHS OF JANUARY THROUGH JUNE, 2015.

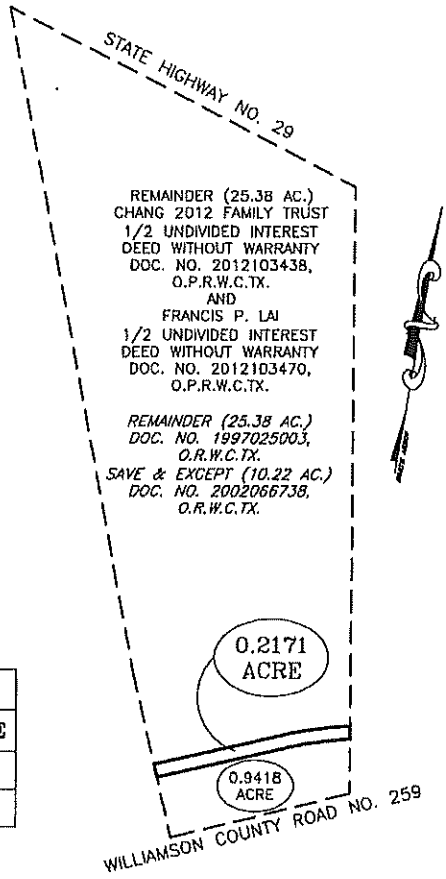
5. COUNTY ROAD 259 STATIONS AND OFFSETS SHOWN HEREON ARE BASED ON THE THE PROJECT BASELINES (269011AL01.DGN), AS PROVIDED BY AGUIRRE & FIELDS, LP ON 08-26-2015; PROPOSED DRAINAGE EASEMENT LINEWORK PROVIDED ON 03-06-2016.

6. THE ACREAGE CALCULATED AND SHOWN HEREON IS DERIVED FROM RECORD INFORMATION, AND IS FOR INFORMATIONAL PURPOSES ONLY. THIS DOES NOT IN ANY WAY REPRESENT A BOUNDARY SURVEY OF THE PARENT TRACT.

7. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN.

CURVE TABLE				
CURVE #	RADIUS	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C1	775.00'	130.66'	N 72°36'42" E	130.51'
C2	750.00'	125.13'	S 72°33'41" W	124.98'

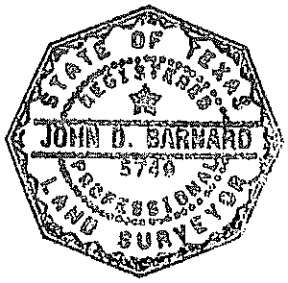
LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 22°45'11" W	25.00'
L2	S 09°32'10" E	25.04'



WHOLE PROPERTY INSET
(NOT TO SCALE)

PROPOSED PARCEL ACQUISITION TABLE
RECORD PROPERTY AREA = 25.38 ACRES
DOC. 2002066738 SAVE & EXCEPT = 10.22 ACRES
PROPOSED ROW ACQUISITION AREA = 0.9418 ACRE
CALCULATED REMAINDER AREA = 14.2182 ACRES

PROPOSED DRAINAGE EASEMENT = 0.2171 ACRE



SURVEYOR CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

JOHN D. BARNARD
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5749,
STATE OF TEXAS

DATE: 8/24/2016

Bowman CONSULTING

Bowman Consulting Group, Ltd.
3101 Bee Cave Road, Suite 100, Austin, Texas 78746
Phone: (512) 327-1180 Fax: (512) 327-4062
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TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00

EXHIBIT TO ACCOMPANY FIELD NOTES DESCRIPTION FN1869-R1

FILE: \\Longhorn\new_projects\005569 - Seward Junction\005569-02-001 (SUR) - SE WA 1\Survey\Working\FN-Parcels\Easement\SK1869-R1(a)_CR259-DE Parcel 3_Chang2012-Francis P Lai.dwg
DATE: Aug 23,2016-6:27pm

Commissioners Court - Regular Session **52.**

Meeting Date: 07/11/2017

Seward Junction SE Contract

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

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Real Estate Contract with Armando Ortega and Francisca Otega for right of way needed on the Seward Junction SE Loop project. (Parcel 12)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Ortega Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/06/2017 10:13 AM
Form Started By: Charlie Crossfield		Started On: 07/06/2017 09:27 AM
Final Approval Date: 07/06/2017		

REAL ESTATE CONTRACT
Seward Junction SE – Parcel 12

THIS REAL ESTATE CONTRACT ("Contract") is made by ARMANDO ORTEGA and FRANCISCA ORTEGA (collectively referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

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

> All of that certain 0.241 of land in the Noah Smithwick Survey, Abstract No. 590, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 12**); and
>
> Drainage Easement interest in and across that certain 0.1161 acre of land in the Noah Smithwick Survey, Abstract No. 590, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "B" attached hereto and incorporated herein (**Parcel 12DE**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A" and any improvements thereon, together with the Drainage Easement interest described in Exhibit "B", shall be the sum of FOUR THOUSAND THREE HUNDRED ELEVEN and 00/100 Dollars ($4,311.00).

Payment of Purchase Price

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

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

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

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

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

The portion of the Property herein which is shown in Exhibits "A" and "B" is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before July 31st, 2017, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

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

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

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

(c) Any exceptions approved by Purchaser in writing.

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

(2) Deliver to Purchase a duly executed and acknowledged Drainage Easement conveying such interest in and to all of the Property Described in Exhibit "B." The Drainage Easement shall be in the form as shown in Exhibit "D", attached hereto and incorporated herein.

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

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

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

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

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

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

Prorations

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

Closing Costs

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

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

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

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

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

ARTICLE VI
BREACH BY SELLER

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

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

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

Counterparts

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

(signature page follows)

SELLERS:

Armando Ortega

Armando Ortega

Francisca Ortega

Francisca Ortega

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

Date: _____

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

(acknowledgments on following page)

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me on this the 27 day of June, 2017, by Armando Ortega, in the capacity and for the purposes and consideration recited therein.

BRIAN KNOWLES
Notary Public, State of Texas
Comm. Expires 05-27-2020
Notary ID 130680798

Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF Texas §
§
COUNTY OF Williamson §

This instrument was acknowledged before me on this the 27 day of June, 2017, by Francisca Ortega, in the capacity and for the purposes and consideration recited therein.

BRIAN KNOWLES
Notary Public, State of Texas
Comm. Expires 05-27-2020
Notary ID 130680798

Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2017, by Dan A. Gattis, Williamson County Judge, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

FIELD NOTES DESCRIPTION – PARCEL 12

DESCRIPTION OF 0.241 OF ONE ACRE OF LAND IN THE NOAH SMITHWICK SURVEY, ABSTRACT NO. 590, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 12, TWENTY-NINE RANCH, A SUBDIVISION OF RECORD IN CABINET K, SLIDES 115-116, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN CALLED 6.47 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO ARMANDO AND FRANCISCA ORTEGA OF RECORD IN DOCUMENT NO. 2011061568, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.241 OF ONE ACRE AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found, 23.59 feet right of Williamson County Road 266 Baseline Station 254+47.85, in the existing east right-of-way line of County Road 266, a varying width right-of-way, at the northwest corner of Lot 12 and the southwest corner of Lot 11 of the said Twenty-Nine Ranch subdivision, same being the northwest corner of the said 6.47 acre tract, same being an angle point in the west line of a 15-feet wide Road Widening Easement shown on the said Twenty-Nine Ranch subdivision plat for the northwest corner and **POINT OF BEGINNING** of the tract described herein;

THENCE N 78° 49' 25" E, crossing the said 15-feet wide Road Widening Easement with the common line of Lot 12 and Lot 11 of the said Twenty-Nine Ranch subdivision, same being the north line of the said 6.47 acre tract, with the north line of the tract described herein, at a distance of 15.00 feet, crossing the east line of the said 15-feet wide Road Widening Easement, and continuing for a total distance of 29.00 feet to a ½-inch iron rod with plastic cap stamped "BCG" set for the northeast corner of the tract described herein, from which a ½-inch iron rod found in the common line of said Lot 12 and Lot 11, at the northeast corner of the said 6.47 acre tract and the northwest corner of a certain called 3.88 acre tract described in the deed to June O. Landry of record in Document No. 2013005520, Official Public Records of Williamson County, Texas, bears N 78°49'25" E, a distance of 824.27 feet;

THENCE S 11° 29' 26" E, crossing the said Lot 12 and the said 6.47 acre tract, with the east line of the tract described herein, a distance of 360.66 feet to a ½-inch iron rod with plastic cap stamped "BCG" set in the common line of said Lot 12 and Lot 13 of the said Twenty-Nine Ranch subdivision, same being the south line of the said 6.47 acre tract and the north line of that certain called 10.00 acre portion of Lot 13, designated as Tract 3 and described in said deed to June O. Landry of record in Document No. 2013005520, Official Public Records of Williamson County, Texas, for the southeast corner of the tract described herein;

THENCE S 74° 57' 11" W, with the common line of said Lot 12 and said Lot 13 of the said Twenty-Nine Ranch subdivision, same being the south line of the said 6.47 acre tract, and same being the north line of the said 10.00 acre tract, and with the south line of the tract described herein, at a distance of 14.03 feet crossing the east line of the said 15-feet wide Road Widening Easement, and continuing for a total distance of 29.06 feet to a 1/2-inch iron rod found, 24.20 feet right of County Road 266 Baseline Station 250+86.72, in the existing east right-of-way line of County Road 266, same being the west line of the said 15-feet wide Road Widening Easement, at the southwest corner of Lot 12 and the northwest corner of Lot 13 of the said Twenty-Nine Ranch subdivision, same being the northwest corner of the said 10.00 acre tract, and same being the southwest corner of the said 6.47 acre tract for the southwest corner of the tract described herein;

THENCE N 11° 29' 26" W, with the east right-of-way line of County Road 266, with the west line of said Lot 12 and the said 6.47 acre tract, with the west line of the said 15-feet wide Road Widening Easement, with the west line of the tract described herein, a distance of 362.62 feet to the **POINT OF BEGINNING** and containing 0.241 of one acre of land, more or less.

BEARING BASIS: Texas Coordinate System, Central Zone, NAD83, Grid.

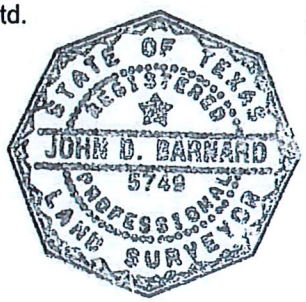
BOWMAN WORD FILE: FN1969

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

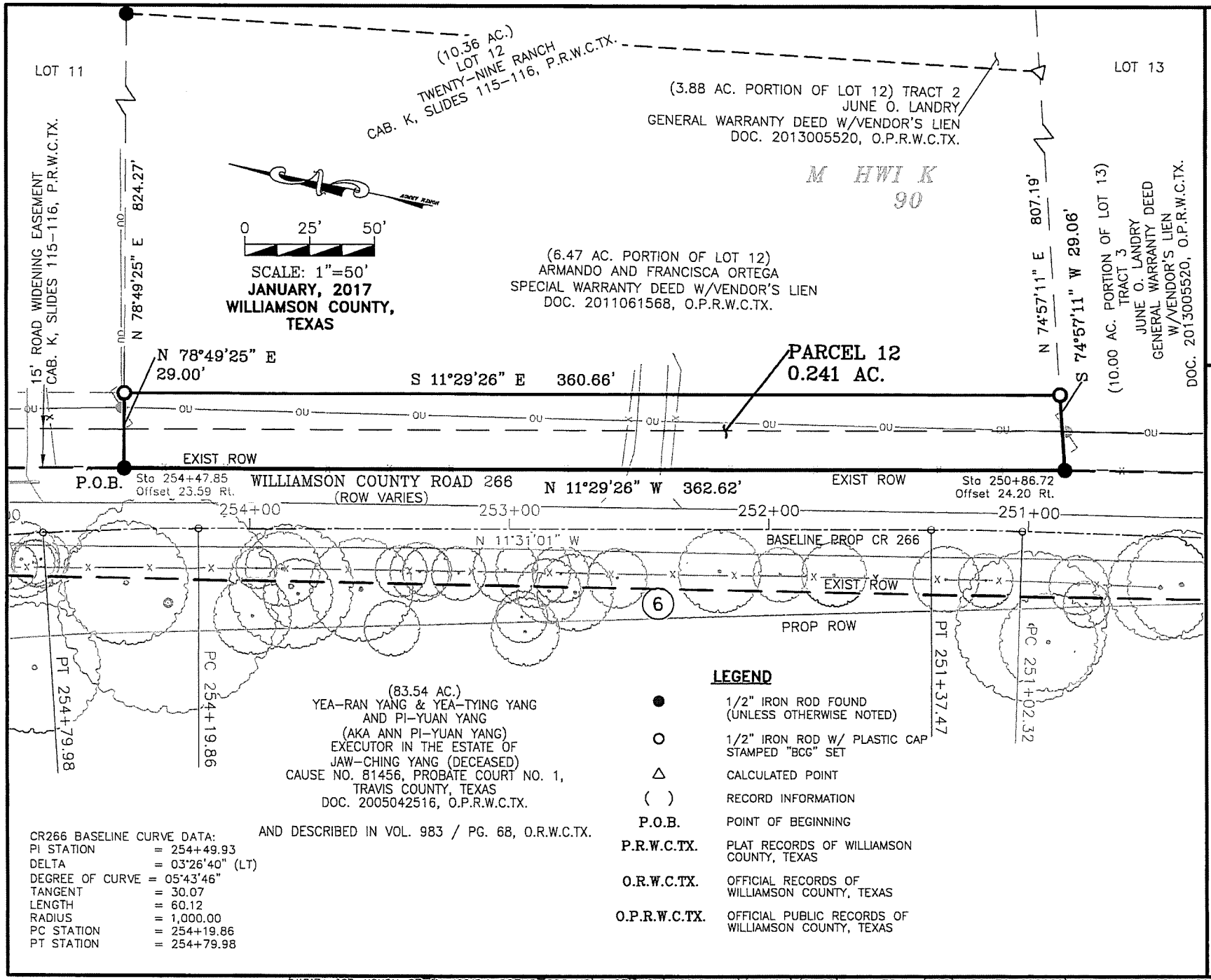
That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the months of January through June 2015 under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 11th of January, 2017 A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746



John D. Barnard
Registered Professional Land Surveyor
No. 5749 – State of Texas



CR266 BASELINE CURVE DATA:

PI STATION	= 254+49.93
DELTA	= 03°26'40" (LT)
DEGREE OF CURVE	= 05°43'46"
TANGENT	= 30.07
LENGTH	= 60.12
RADIUS	= 1,000.00
PC STATION	= 254+19.86
PT STATION	= 254+79.98

LEGEND

●	1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
O	1/2" IRON ROD W/ PLASTIC CAP STAMPED "BCG" SET
△	CALCULATED POINT
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.R.W.C.TX.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

EXHIBIT TO ACCOMPANY
FIELD NOTES DESCRIPTION
FN1969

Bowman CONSULTING
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1120 South Capital of Texas Hwy, Building 3, Suite 220, Austin, Texas 78746
Phone: (512) 327-1180 Fax: (512) 327-4062
www.bowmanconsulting.com © Bowman Consulting Group, Ltd.
TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00

DATE: Jan 05,2017-9:47am

FILE: P:\005569 - Seward Junction\005569-02-001 (SUR) - SE WA 1\Survey\Working\FN-Parcels\ROW 2016\SK1969_CR266-Parcel 12_29 Ranch-Lot 12.dwg

NOTES:

1. BEARING BASIS IS TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4204), NAD83, GRID, BASED ON SURVEY TIES MADE TO CONTROL MONUMENTS SAM3, SAM4, SAM5 & SAM6 AS SHOWN ON CONTROL SHEETS FOR THE US 183: CR213 TO RIVA RIDGE DRIVE PROJECT (CSJ: 0151-04-063/064); LOWER COLORADO RIVER AUTHORITY (LCRA) CONTROL MONUMENTS AZF9 AND X622; AND TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) CONTROL MONUMENT N2463018.

2. DISTANCES SHOWN HEREON ARE BASED ON SURFACE MEASUREMENTS, TO CONVERT SURFACE DISTANCES TO GRID, MULTIPLY BY THE COMBINED SCALE FACTOR.

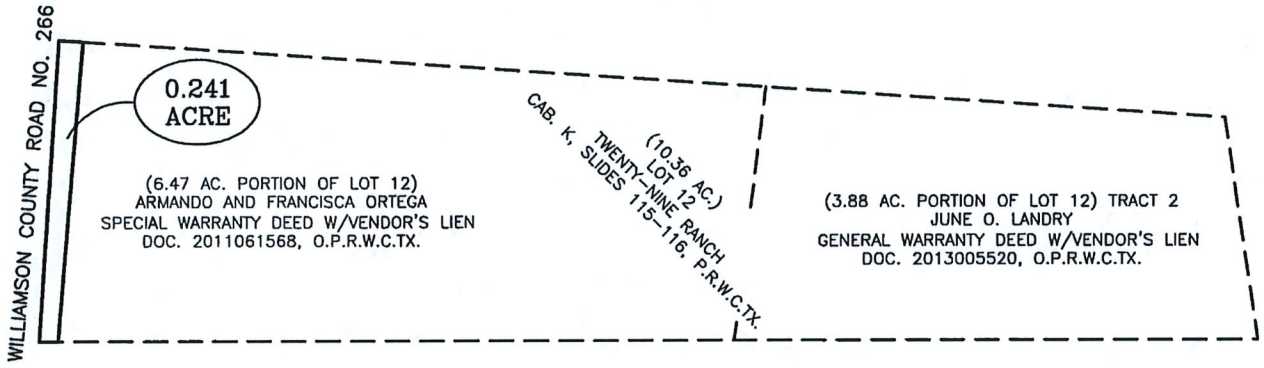
3. THE COMBINED SCALE FACTOR FOR THIS PROJECT IS 1.000115 (GRID TO SURFACE).

4. IMPROVEMENTS SHOWN HEREON ARE BASED ON AN ENGINEERING DESIGN SURVEY PERFORMED BY BOWMAN CONSULTING, DURING THE MONTHS OF JANUARY THROUGH JUNE, 2015.

5. COUNTY ROAD 259 STATIONS AND OFFSETS SHOWN HEREON ARE BASED ON THE THE PROJECT BASELINES (269011AL01.DGN), AS PROVIDED BY AGUIRRE & FIELDS, LP ON 08-26-2015; PROPOSED DRAINAGE EASEMENT LINEWORK PROVIDED ON 05-03-2016.

6. THE ACREAGE CALCULATED AND SHOWN HEREON IS DERIVED FROM RECORD INFORMATION, AND IS FOR INFORMATIONAL PURPOSES ONLY.
THIS DOES NOT IN ANY WAY REPRESENT A BOUNDARY SURVEY OF THE PARENT TRACT.

7. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN.



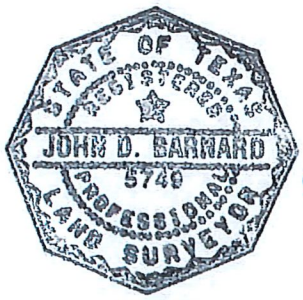
WHOLE PROPERTY INSET
(NOT TO SCALE)

PROPOSED PARCEL ACQUISITION TABLE
RECORD PROPERTY AREA = 6.47 ACRES

PROPOSED ACQUISITION AREA = 0.241 ACRE

REMAINDER AREA = 6.23 ACRES





SURVEYOR CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

JOHN D. BARNARD
REGISTERED PROFESSIONAL LAND
SURVEYOR NO. 5749,
STATE OF TEXAS

1/11/2017
DATE

Bowman CONSULTING

Bowman Consulting Group, Ltd.
1120 South Capital of Texas Hwy, Building 3, Suite 220, Austin, Texas 78746
Phone: (512) 327-1180 Fax: (512) 327-4062
www.bowmanconsulting.com © Bowman Consulting Group, Ltd.
TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00

EXHIBIT TO ACCOMPANY FIELD NOTES DESCRIPTION FN1969

FILE: P:\005569 - Seward Junction\005569-02-001 (SUR) - SE WA 1\Survey\Working\FN-Parcels\ROW_2016\SK1969_CR266-Parcel 12_29 Ranch-Lot 12.dwg

DATE: Jan 05,2017-9:47am

FIELD NOTES DESCRIPTION – PARCEL DE12

DESCRIPTION OF 0.1161 ACRE (5,056 SQUARE FEET) OF LAND IN THE NOAH SMITHWICK SURVEY, ABSTRACT NO. 590, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 12, TWENTY-NINE RANCH, A SUBDIVISION OF RECORD IN CABINET K, SLIDES 115-116, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN CALLED 6.47 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO ARMANDO AND FRANCISCA ORTEGA OF RECORD IN DOCUMENT NO. 2011061568, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.1161 ACRE AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found, 23.59 feet right of Williamson County Road 266 Baseline Station 254+47.85, in the existing east right-of-way line of County Road 266, a varying width right-of-way, at the northwest corner of Lot 12 and the southwest corner of Lot 11 of the said Twenty-Nine Ranch subdivision, same being the northwest corner of the said 6.47 acre tract, same being an angle point in the west line of a 15-feet wide Road Widening Easement shown on the said Twenty-Nine Ranch subdivision plat;

THENCE N 78° 49' 25" E, crossing the said 15-feet wide Road Widening Easement with the common line of Lot 12 and Lot 11 of the said Twenty-Nine Ranch subdivision, same being the north line of the said 6.47 acre tract, a distance of 15.00 feet to a calculated point in the east line of the said 15-feet wide Road Widening Easement, for the northwest corner and **POINT OF BEGINNING** of the tract described herein;

THENCE N 78° 49' 25" E, leaving the said 15-feet wide Road Widening Easement and continuing with the common line of Lot 12 and Lot 11 of the said Twenty-Nine Ranch subdivision, same being the north line of the said 6.47 acre tract, and with the north line of the tract described herein, a distance of 14.00 feet to a calculated point, for the northeast corner of the tract described herein;

THENCE S 11° 29' 26" E, crossing the said Lot 12 and the said 6.47 acre tract, with the east line of the tract described herein, a distance of 360.66 feet to a calculated point in the common line of Lot 12 and Lot 13 of the said Twenty-Nine Ranch subdivision, same being the south line of the said 6.47 acre tract, same being north line of that certain called 10.00 Acre portion of Lot 13, designated as Tract 3 and described in the deed to June O. Landry of record in Document No. 2013005520, Official Public Records of Williamson County, Texas, for the southeast corner of the tract described herein;

THENCE S 74° 57' 11" W, with the common line of Lot 12 and Lot 13 of the said Twenty-Nine Ranch subdivision, same being the south line of the said 6.47 acre tract, and same being the north line of the said 10.00 acre tract, and with the south line of the tract described herein, a distance of 14.03 feet to calculated point, in the east line of the said 15-feet wide Road Widening Easement, for the southwest corner of the tract described herein, from which a 1/2-inch iron rod found, 24.20 feet right of County Road 266 Baseline Station 250+86.72, in the existing east right-of-way line of County Road 266, same being the west line of the said 15-feet wide Road Widening Easement, at the southwest corner of Lot 12 and the northwest corner of Lot 13 of the said Twenty-Nine Ranch subdivision, same being the northwest corner of the said 10.00 acre tract, and same being the southwest corner of the said 6.47 acre tract bears S 74° 57' 11" W, a distance of 15.03 feet;

THENCE N 11° 29' 26" W, re-crossing the said Lot 12 and the said 6.47 acre tract, with the east line of the said 15-feet wide Road Widening Easement, and with the west line of the tract described herein, a distance of 361.60 feet to the **POINT OF BEGINNING** and containing 0.1161 acre (5,056 square feet) of land, more or less.

BEARING BASIS: Texas Coordinate System, Central Zone, NAD83, Grid.

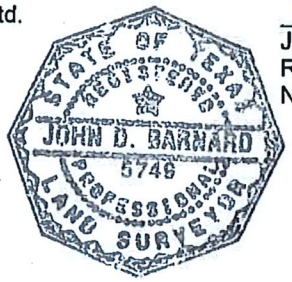
BOWMAN WORD FILE: FN1874-R2(gt)

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

That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the months of January through June 2015 under my direction and supervision.

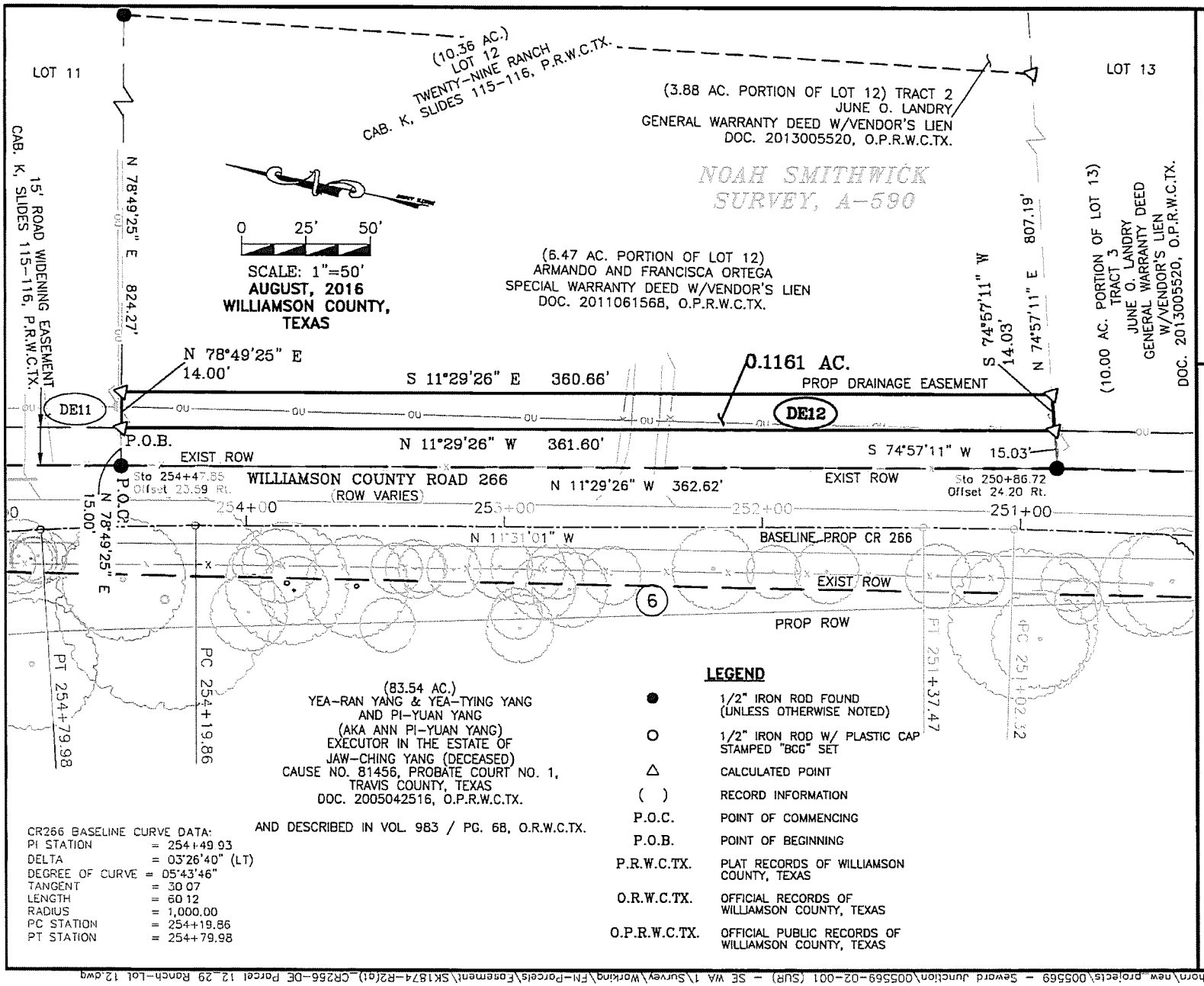
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 24th of August, 2016 A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746



John D. Barnard
Registered Professional Land Surveyor
No. 5749 – State of Texas

EXHIBIT TO ACCOMPANY FIELD NOTES DESCRIPTION FN1874-R2



(83.54 AC.)
YEA-RAN YANG & YEA-TYING YANG
AND PI-YUAN YANG
(AKA ANN PI-YUAN YANG)
EXECUTOR IN THE ESTATE OF
JAW-CHING YANG (DECEASED)
CAUSE NO. 81456, PROBATE COURT NO. 1,
TRAVIS COUNTY, TEXAS
DOC. 2005042516, O.P.R.W.C.TX.

AND DESCRIBED IN VOL. 983 / PG. 68, O.R.W.C.TX.

CR266 BASELINE CURVE DATA:

PI STATION	= 254+49.93
DELTA	= 03°26'40" (LT)
DEGREE OF CURVE	= 05°43'46"
TANGENT	= 30.07
LENGTH	= 60.12
RADIUS	= 1,000.00
PC STATION	= 254+19.86
PT STATION	= 254+79.98

LEGEND

●	1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
O	1/2" IRON ROD W/ PLASTIC CAP STAMPED "BCG" SET
△	CALCULATED POINT
( )	RECORD INFORMATION
P.O.C.	POINT OF COMMENCING
P.O.B.	POINT OF BEGINNING
P.R.W.C.TX.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

Bowman CONSULTING
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3101 Bee Cave Road, Suite 100, Austin, Texas 78746
Phone: (512) 327-1180 Fax: (512) 327-4062
www.bowmanconsulting.com © Bowman Consulting Group, Ltd.
TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00

DATE: Aug 23,2016-6:50pm

FILE: \\Longhorn\new_projects\005569 - Seward Junction\005569-02-001 (SUR) - SE WA 1\Survey\Working\FN-Parcels\Easement\SK1874-R2(01)_CR256-DE Parcel 12_29 Ranch-Lot 12.dwg

NOTES:

1. BEARING BASIS IS TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4204), NAD83, GRID, BASED ON SURVEY TIES MADE TO CONTROL MONUMENTS SAM3, SAM4, SAM5 & SAM6 AS SHOWN ON CONTROL SHEETS FOR THE US 183: CR213 TO RIVA RIDGE DRIVE PROJECT (CSJ: 0151-04-063/064); LOWER COLORADO RIVER AUTHORITY (LCRA) CONTROL MONUMENTS AZF9 AND X622; AND TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) CONTROL MONUMENT N2463018.

2. DISTANCES SHOWN HEREON ARE BASED ON SURFACE MEASUREMENTS, TO CONVERT SURFACE DISTANCES TO GRID, MULTIPLY BY THE COMBINED SCALE FACTOR.

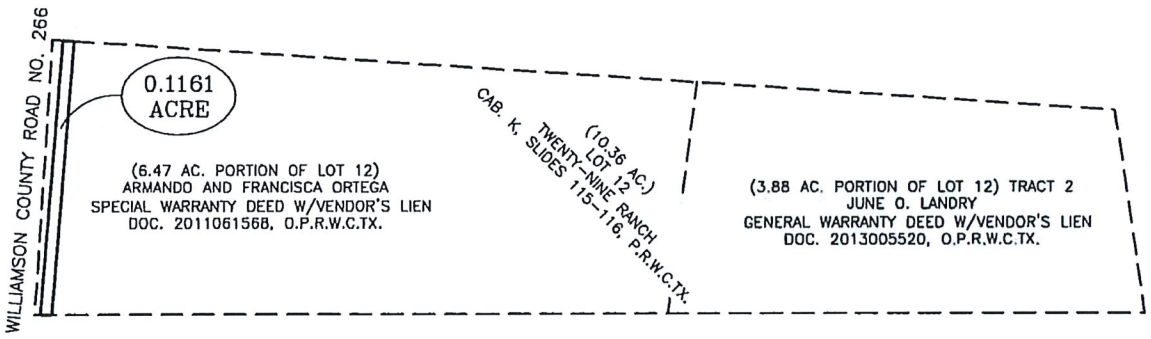
3. THE COMBINED SCALE FACTOR FOR THIS PROJECT IS 1.000115 (GRID TO SURFACE).

4. IMPROVEMENTS SHOWN HEREON ARE BASED ON AN ENGINEERING DESIGN SURVEY PERFORMED BY BOWMAN CONSULTING, DURING THE MONTHS OF JANUARY THROUGH JUNE, 2015.

5. COUNTY ROAD 259 STATIONS AND OFFSETS SHOWN HEREON ARE BASED ON THE THE PROJECT BASELINES (269011AL01.DGN), AS PROVIDED BY AGUIRRE & FIELDS, LP ON 08-26-2015; PROPOSED DRAINAGE EASEMENT LINEWORK PROVIDED ON 05-03-2016.

6. THE ACREAGE CALCULATED AND SHOWN HEREON IS DERIVED FROM RECORD INFORMATION, AND IS FOR INFORMATIONAL PURPOSES ONLY.
THIS DOES NOT IN any WAY REPRESENT A BOUNDARY SURVEY OF THE PARENT TRACT.

7. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN.

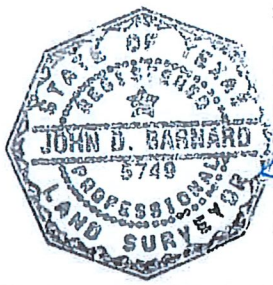


WHOLE PROPERTY INSET
(NOT TO SCALE)

PROPOSED PARCEL ACQUISITION TABLE
RECORD PROPERTY AREA = 6.47 ACRES

PROPOSED DRAINAGE EASEMENT AREA = 0.1161 ACRE





SURVEYOR CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

JOHN D. BARNARD
REGISTERED PROFESSIONAL LAND
SURVEYOR NO. 5749,
STATE OF TEXAS

8/24/2016
DATE

Bowman CONSULTING
Bowman Consulting Group, Ltd.
3101 Bee Cave Road, Suite 100, Austin, Texas 78746
Phone: (512) 327-1180 Fax: (512) 327-4062
www.bowmanconsulting.com © Bowman Consulting Group, Ltd.
TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00

EXHIBIT TO ACCOMPANY FIELD NOTES DESCRIPTION FN1874-R2

EXHIBIT C

Parcel 12

DEED

Seward Junction Southeast Road Right of Way – County Road 259

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That ARMANDO ORTEGA AND FRANCISCA ORTEGA, hereinafter referred to as "Grantor", whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

> All of that certain 0.241 acre of land in the Noah Smithwick Survey, Abstract No. 590, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 12**)

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

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

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

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing,

mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 259, but shall not be used or exported from the Property for any other purpose.

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

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2017.

[signature pages follow]

GRANTOR:

_____
Armando Ortega

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2017, by Armando Ortega, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

GRANTOR:

_____
Francisca Ortega

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2017, by Francisca Ortega, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:
Williamson County, Texas
Attn: County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:
Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

FIELD NOTES DESCRIPTION – PARCEL 12

DESCRIPTION OF 0.241 OF ONE ACRE OF LAND IN THE NOAH SMITHWICK SURVEY, ABSTRACT NO. 590, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 12, TWENTY-NINE RANCH, A SUBDIVISION OF RECORD IN CABINET K, SLIDES 115-116, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN CALLED 6.47 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO ARMANDO AND FRANCISCA ORTEGA OF RECORD IN DOCUMENT NO. 2011061568, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.241 OF ONE ACRE AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found, 23.59 feet right of Williamson County Road 266 Baseline Station 254+47.85, in the existing east right-of-way line of County Road 266, a varying width right-of-way, at the northwest corner of Lot 12 and the southwest corner of Lot 11 of the said Twenty-Nine Ranch subdivision, same being the northwest corner of the said 6.47 acre tract, same being an angle point in the west line of a 15-feet wide Road Widening Easement shown on the said Twenty-Nine Ranch subdivision plat for the northwest corner and **POINT OF BEGINNING** of the tract described herein;

THENCE N 78° 49' 25" E, crossing the said 15-feet wide Road Widening Easement with the common line of Lot 12 and Lot 11 of the said Twenty-Nine Ranch subdivision, same being the north line of the said 6.47 acre tract, with the north line of the tract described herein, at a distance of 15.00 feet, crossing the east line of the said 15-feet wide Road Widening Easement, and continuing for a total distance of 29.00 feet to a ½-inch iron rod with plastic cap stamped "BCG" set for the northeast corner of the tract described herein, from which a ½-inch iron rod found in the common line of said Lot 12 and Lot 11, at the northeast corner of the said 6.47 acre tract and the northwest corner of a certain called 3.88 acre tract described in the deed to June O. Landry of record in Document No. 2013005520, Official Public Records of Williamson County, Texas, bears N 78°49'25" E, a distance of 824.27 feet;

THENCE S 11° 29' 26" E, crossing the said Lot 12 and the said 6.47 acre tract, with the east line of the tract described herein, a distance of 360.66 feet to a ½-inch iron rod with plastic cap stamped "BCG" set in the common line of said Lot 12 and Lot 13 of the said Twenty-Nine Ranch subdivision, same being the south line of the said 6.47 acre tract and the north line of that certain called 10.00 acre portion of Lot 13, designated as Tract 3 and described in said deed to June O. Landry of record in Document No. 2013005520, Official Public Records of Williamson County, Texas, for the southeast corner of the tract described herein;

THENCE S 74° 57' 11" W, with the common line of said Lot 12 and said Lot 13 of the said Twenty-Nine Ranch subdivision, same being the south line of the said 6.47 acre tract, and same being the north line of the said 10.00 acre tract, and with the south line of the tract described herein, at a distance of 14.03 feet crossing the east line of the said 15-feet wide Road Widening Easement, and continuing for a total distance of 29.06 feet to a 1/2-inch iron rod found, 24.20 feet right of County Road 266 Baseline Station 250+86.72, in the existing east right-of-way line of County Road 266, same being the west line of the said 15-feet wide Road Widening Easement, at the southwest corner of Lot 12 and the northwest corner of Lot 13 of the said Twenty-Nine Ranch subdivision, same being the northwest corner of the said 10.00 acre tract, and same being the southwest corner of the said 6.47 acre tract for the southwest corner of the tract described herein;

THENCE N 11° 29' 26" W, with the east right-of-way line of County Road 266, with the west line of said Lot 12 and the said 6.47 acre tract, with the west line of the said 15-feet wide Road Widening Easement, with the west line of the tract described herein, a distance of 362.62 feet to the **POINT OF BEGINNING** and containing 0.241 of one acre of land, more or less.

BEARING BASIS: Texas Coordinate System, Central Zone, NAD83, Grid.

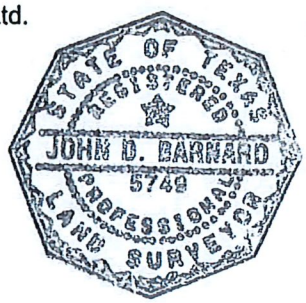
BOWMAN WORD FILE: FN1969

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

That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the months of January through June 2015 under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 11th of January, 2017 A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746



John D. Barnard
Registered Professional Land Surveyor
No. 5749 – State of Texas

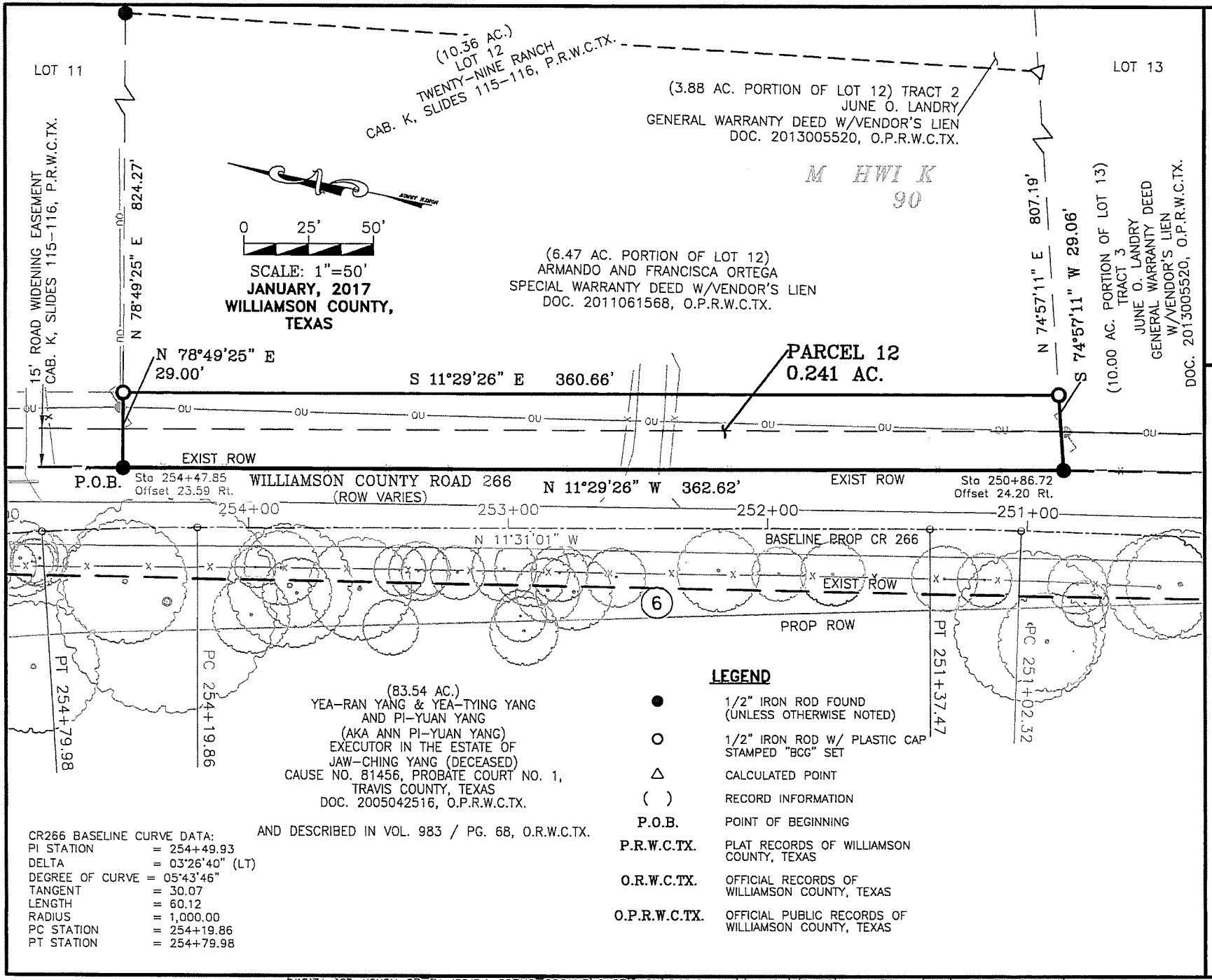


EXHIBIT TO ACCOMPANY FIELD NOTES DESCRIPTION FN1969

Bowman CONSULTING
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Phone: (512) 327-1180 Fax: (512) 327-4062
www.bowmanconsulting.com • Bowman Consulting Group, Ltd.
TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00

DATE: Jan 05,2017-9:47am

FILE: P:\005569 - Seward Junction\005569-02-001 (SUR) - SE WA 1\Survey\Working\FN-Parcels\ROW 2016\SK1969_CR266-Parcel 12_29 Ranch-Lot 12.dwg

NOTES:

1. BEARING BASIS IS TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4204), NAD83, GRID, BASED ON SURVEY TIES MADE TO CONTROL MONUMENTS SAM3, SAM4, SAM5 & SAM6 AS SHOWN ON CONTROL SHEETS FOR THE US 183: CR213 TO RIVA RIDGE DRIVE PROJECT (CSJ: 0151-04-063/064); LOWER COLORADO RIVER AUTHORITY (LCRA) CONTROL MONUMENTS AZF9 AND X622; AND TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) CONTROL MONUMENT N2463018.

2. DISTANCES SHOWN HEREON ARE BASED ON SURFACE MEASUREMENTS, TO CONVERT SURFACE DISTANCES TO GRID, MULTIPLY BY THE COMBINED SCALE FACTOR.

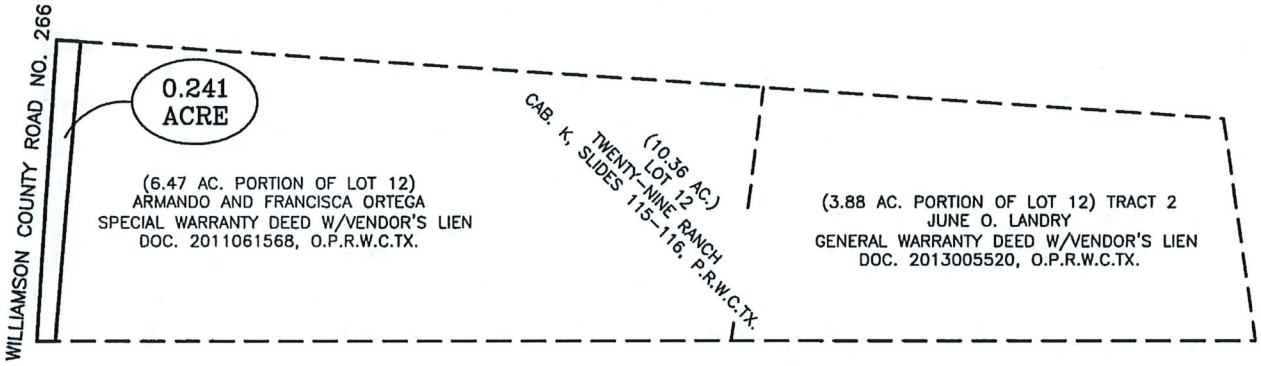
3. THE COMBINED SCALE FACTOR FOR THIS PROJECT IS 1.000115 (GRID TO SURFACE).

4. IMPROVEMENTS SHOWN HEREON ARE BASED ON AN ENGINEERING DESIGN SURVEY PERFORMED BY BOWMAN CONSULTING, DURING THE MONTHS OF JANUARY THROUGH JUNE, 2015.

5. COUNTY ROAD 259 STATIONS AND OFFSETS SHOWN HEREON ARE BASED ON THE THE PROJECT BASELINES (269011AL01.DGN), AS PROVIDED BY AGUIRRE & FIELDS, LP ON 08-26-2015; PROPOSED DRAINAGE EASEMENT LINEWORK PROVIDED ON 05-03-2016.

6. THE ACREAGE CALCULATED AND SHOWN HEREON IS DERIVED FROM RECORD INFORMATION, AND IS FOR INFORMATIONAL PURPOSES ONLY.
THIS DOES NOT IN ANY WAY REPRESENT A BOUNDARY SURVEY OF THE PARENT TRACT.

7. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN.



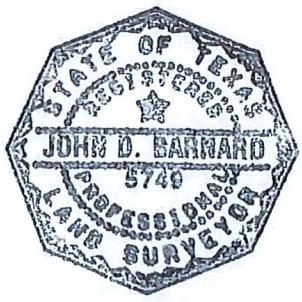
WHOLE PROPERTY INSET
(NOT TO SCALE)

PROPOSED PARCEL ACQUISITION TABLE
RECORD PROPERTY AREA = 6.47 ACRES

PROPOSED ACQUISITION AREA = 0.241 ACRE

REMAINDER AREA = 6.23 ACRES





SURVEYOR CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

JOHN D. BARNARD
REGISTERED PROFESSIONAL LAND
SURVEYOR NO. 5749,
STATE OF TEXAS

1/11/2017
DATE

Bowman CONSULTING

Bowman Consulting Group, Ltd.
1120 South Capital of Texas Hwy, Building 3, Suite 220, Austin, Texas 78746
Phone: (512) 327-1180 Fax: (512) 327-4062
www.bowmanconsulting.com © Bowman Consulting Group, Ltd.
TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00

EXHIBIT TO ACCOMPANY FIELD NOTES DESCRIPTION FN1969

FILE: P:\005569 - Seward Junction\005569-02-001 (SUR) - SE WA 1\Survey\Working\FN-Parcels\ROW_2016\SK1969_CR266-Parcel 12_29 Ranch-Lot 12.dwg
DATE: Jan 05,2017-9:47am

EXHIBIT D

Parcel 12DE

DRAINAGE EASEMENT
Seward Junction Southeast Road Right of Way

THE STATE OF TEXAS '
' KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON '

That the ARMANDO ORTEGA AND FRANCISCA ORTEGA, and their successors and assigns, hereinafter referred to as "Grantor" (whether one or more), for and in consideration of the sum of Ten and No/100 ($10.00) Dollars cash in hand paid and other good and valuable consideration paid to Grantor by WILLIAMSON COUNTY, TEXAS, its agents and assigns, hereinafter referred to as "Grantee", receipt of which consideration is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these premises does hereby GRANT, SELL and CONVEY unto Grantee a perpetual easement interest in, on, over, upon, above and across the following property ("Property"):

> All of that certain 0.1161 acre of land in the Noah Smithwick Survey, Abstract No. 590, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 12DE**).

The perpetual easement, rights and privileges herein granted shall be used for the purposes of opening, constructing and maintaining a permanent drainage way and/or channel, along with any structures, pipes and grading which may be necessary to facilitate the proper drainage of the adjacent property and roadway facilities, in, along, upon and across said premises described in Exhibit "A" together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress to and from said premises for the purpose of making any improvements, modifications or repairs which Grantee deems necessary.

The perpetual easement, right-of-way, rights and privileges herein granted shall also encompass the right of Grantee to trim, cut, fell and remove therefrom all trees, underbrush, vegetation, and obstructions, structures or obstacles within the limits of the Property, but only such as necessary to carry out the purposes of the easement; reserving to the landowners and their heirs and assigns, however, all such rights and privileges as may be used without interfering with or abridging the rights and purposes of the Easement herein acquired by Grantee.

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment. Grantee shall be responsible for the correction of, or compensation for, any damage to Grantor's property which is the result of actions outside the granted purposes of this easement.

TO HAVE AND TO HOLD the same, in perpetuity, in and to Grantee, and its successors and assigns, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said drainage way and for making connections therewith.

And Grantor does hereby bind his heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto Williamson County, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This grant is subject to any easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect at this time. The perpetual easement, right-of-way, rights and privileges granted herein are non-exclusive, however Grantor covenants not to convey any other easement or conflicting rights within the premises covered by this grant that interfere with the purpose or function of any improvements or modifications placed thereon, or the maintenance of the surface of the Property for the conveyance of stormwater drainage, without the express written consent of Grantee, which consent shall not be unreasonably withheld.

This easement is being delivered in lieu of condemnation.

EXECUTED on this the _____day of _____, 2017.

[signature pages follow]

GRANTOR:

_____

Armando Ortega

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2017, by Armando Ortega, in the capacity and for the purposes and consideration recited therein.

_____

Notary Public, State of Texas

GRANTOR:

_____

Francisca Ortega

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2017, by Francisca Ortega, in the capacity and for the purposes and consideration recited therein.

_____

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

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

FIELD NOTES DESCRIPTION – PARCEL DE12

DESCRIPTION OF 0.1161 ACRE (5,056 SQUARE FEET) OF LAND IN THE NOAH SMITHWICK SURVEY, ABSTRACT NO. 590, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 12, TWENTY-NINE RANCH, A SUBDIVISION OF RECORD IN CABINET K, SLIDES 115-116, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN CALLED 6.47 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO ARMANDO AND FRANCISCA ORTEGA OF RECORD IN DOCUMENT NO. 2011061568, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.1161 ACRE AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found, 23.59 feet right of Williamson County Road 266 Baseline Station 254+47.85, in the existing east right-of-way line of County Road 266, a varying width right-of-way, at the northwest corner of Lot 12 and the southwest corner of Lot 11 of the said Twenty-Nine Ranch subdivision, same being the northwest corner of the said 6.47 acre tract, same being an angle point in the west line of a 15-feet wide Road Widening Easement shown on the said Twenty-Nine Ranch subdivision plat;

THENCE N 78° 49' 25" E, crossing the said 15-feet wide Road Widening Easement with the common line of Lot 12 and Lot 11 of the said Twenty-Nine Ranch subdivision, same being the north line of the said 6.47 acre tract, a distance of 15.00 feet to a calculated point in the east line of the said 15-feet wide Road Widening Easement, for the northwest corner and **POINT OF BEGINNING** of the tract described herein;

THENCE N 78° 49' 25" E, leaving the said 15-feet wide Road Widening Easement and continuing with the common line of Lot 12 and Lot 11 of the said Twenty-Nine Ranch subdivision, same being the north line of the said 6.47 acre tract, and with the north line of the tract described herein, a distance of 14.00 feet to a calculated point, for the northeast corner of the tract described herein;

THENCE S 11° 29' 26" E, crossing the said Lot 12 and the said 6.47 acre tract, with the east line of the tract described herein, a distance of 360.66 feet to a calculated point in the common line of Lot 12 and Lot 13 of the said Twenty-Nine Ranch subdivision, same being the south line of the said 6.47 acre tract, same being north line of that certain called 10.00 Acre portion of Lot 13, designated as Tract 3 and described in the deed to June O. Landry of record in Document No. 2013005520, Official Public Records of Williamson County, Texas, for the southeast corner of the tract described herein;

THENCE S 74° 57' 11" W, with the common line of Lot 12 and Lot 13 of the said Twenty-Nine Ranch subdivision, same being the south line of the said 6.47 acre tract, and same being the north line of the said 10.00 acre tract, and with the south line of the tract described herein, a distance of 14.03 feet to calculated point, in the east line of the said 15-feet wide Road Widening Easement, for the southwest corner of the tract described herein, from which a 1/2-inch iron rod found, 24.20 feet right of County Road 266 Baseline Station 250+86.72, in the existing east right-of-way line of County Road 266, same being the west line of the said 15-feet wide Road Widening Easement, at the southwest corner of Lot 12 and the northwest corner of Lot 13 of the said Twenty-Nine Ranch subdivision, same being the northwest corner of the said 10.00 acre tract, and same being the southwest corner of the said 6.47 acre tract bears S 74° 57' 11" W, a distance of 15.03 feet;

THENCE N 11° 29' 26" W, re-crossing the said Lot 12 and the said 6.47 acre tract, with the east line of the said 15-feet wide Road Widening Easement, and with the west line of the tract described herein, a distance of 361.60 feet to the **POINT OF BEGINNING** and containing 0.1161 acre (5,056 square feet) of land, more or less.

BEARING BASIS: Texas Coordinate System, Central Zone, NAD83, Grid.

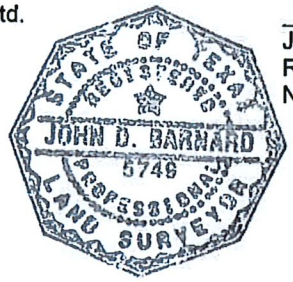
BOWMAN WORD FILE: FN1874-R2(gt)

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

That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the months of January through June 2015 under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 24th of August, 2016 A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746



John D. Barnard
Registered Professional Land Surveyor
No. 5749 – State of Texas

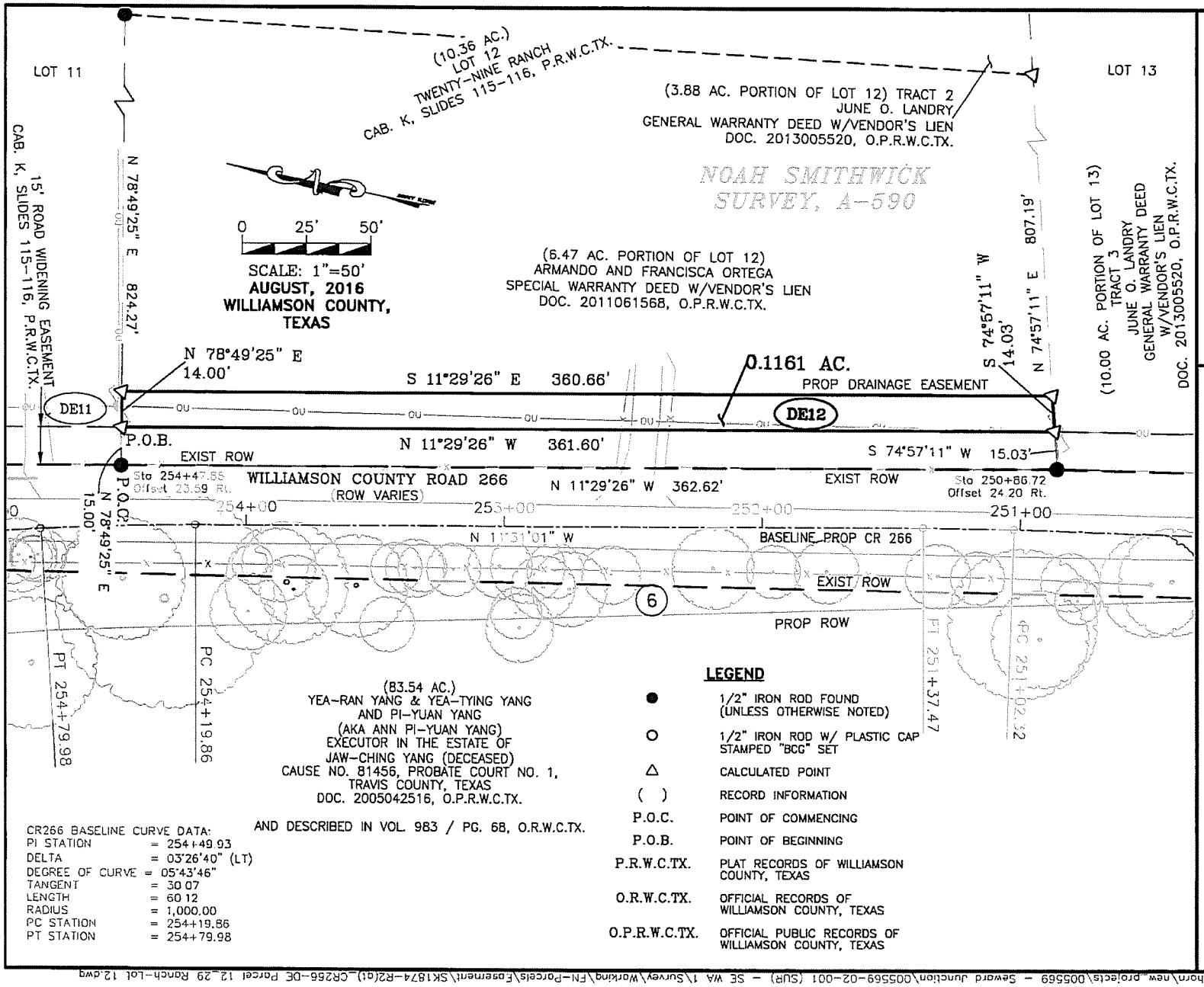


EXHIBIT TO ACCOMPANY FIELD NOTES DESCRIPTION FN1874-R2

Bowman CONSULTING
Bowman Consulting Group, Ltd.
3101 Bee Cave Road, Suite 100, Austin, Texas 78746
Phone: (512) 327-1180 Fax: (512) 327-4062
www.bowmanconsulting.com © Bowman Consulting Group, Ltd.
TBPE Firm No. F-14309 | TBPLS Firm No. 101205-00

DATE: Aug 23,2016-6:50pm

FILE: \\Longhorn\new projects\005569 - Seward Junction\005569-02-001 (SUR) - SE WA 1\Survey\Working\FN-Parcels\Easement\SK1874-R2(a)_CR266-DE Parcel 12_29 Ranch-Lot 12.dwg

NOTES:

1. BEARING BASIS IS TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4204), NAD83, GRID, BASED ON SURVEY TIES MADE TO CONTROL MONUMENTS SAM3, SAM4, SAM5 & SAM6 AS SHOWN ON CONTROL SHEETS FOR THE US 183: CR213 TO RIVA RIDGE DRIVE PROJECT (CSJ: 0151-04-063/064); LOWER COLORADO RIVER AUTHORITY (LCRA) CONTROL MONUMENTS AZF9 AND X622; AND TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) CONTROL MONUMENT N2463018.

2. DISTANCES SHOWN HEREON ARE BASED ON SURFACE MEASUREMENTS, TO CONVERT SURFACE DISTANCES TO GRID, MULTIPLY BY THE COMBINED SCALE FACTOR.

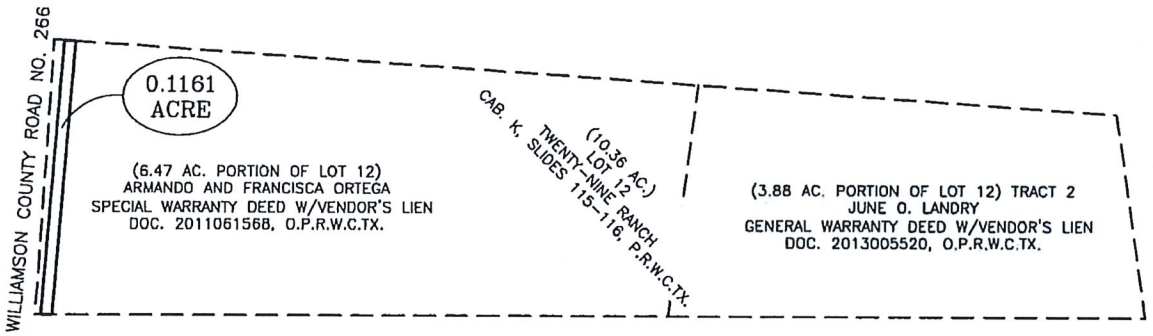
3. THE COMBINED SCALE FACTOR FOR THIS PROJECT IS 1.000115 (GRID TO SURFACE).

4. IMPROVEMENTS SHOWN HEREON ARE BASED ON AN ENGINEERING DESIGN SURVEY PERFORMED BY BOWMAN CONSULTING, DURING THE MONTHS OF JANUARY THROUGH JUNE, 2015.

5. COUNTY ROAD 259 STATIONS AND OFFSETS SHOWN HEREON ARE BASED ON THE THE PROJECT BASELINES (269011AL01.DGN), AS PROVIDED BY AGUIRRE & FIELDS, LP ON 08-26-2015; PROPOSED DRAINAGE EASEMENT LINEWORK PROVIDED ON 05-03-2016.

6. THE ACREAGE CALCULATED AND SHOWN HEREON IS DERIVED FROM RECORD INFORMATION, AND IS FOR INFORMATIONAL PURPOSES ONLY.
THIS DOES NOT IN ANY WAY REPRESENT A BOUNDARY SURVEY OF THE PARENT TRACT.

7. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN.



WHOLE PROPERTY INSET
(NOT TO SCALE)

PROPOSED PARCEL ACQUISITION TABLE
RECORD PROPERTY AREA = 6.47 ACRES

PROPOSED DRAINAGE EASEMENT AREA = 0.1161 ACRE

SURVEYOR CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

STATE OF TEXAS
JOHN D. BARNARD
5749
REGISTERED PROFESSIONAL LAND SURVEYOR

JOHN D. BARNARD
REGISTERED PROFESSIONAL LAND
SURVEYOR NO. 5749,
STATE OF TEXAS

8/24/2016
DATE

Bowman CONSULTING

Bowman Consulting Group, Ltd.
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TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00

EXHIBIT TO ACCOMPANY FIELD NOTES DESCRIPTION FN1874-R2

FILE: \\Longhorn\new_projects\005569 - Seward Junction\005569-02-001 (SUR) - SE WA 1\Survey\Working\FN-Parcels\Easement\SK1874-R2(a1)_CR266-OE Parcel 12_29 Ranch-Lot 12.dwg

DATE: Aug 23,2016-6:51pm

Commissioners Court - Regular Session **53.**

Meeting Date: 07/11/2017

Seward Junction SE Development Agreement

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

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Development Agreement with BLW, LP., a Texas limited partnership for improvements to the Seward Junction SE Loop project. (Parcel 2)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

BLW Development Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/06/2017 09:50 AM
Form Started By: Charlie Crossfield		Started On: 07/06/2017 09:29 AM
Final Approval Date: 07/06/2017		

STATE OF TEXAS § **DEVELOPMENT AGREEMENT**
§ **REGARDING**
COUNTY OF WILLIAMSON § **SEWARD JUNCTION SOUTHEAST LOOP**

This is a DEVELOPMENT AGREEMENT (the "Agreement") by and between WILLIAMSON COUNTY, a political subdivision of the State of Texas, ("County") and BLW, LP., a Texas limited partnership ("BLW"). The Effective Date of this Agreement is the date approved by the Williamson County Commissioners Court.

WHEREAS, BLW owns approximately 82.28 acres of land (the "Property") as described in Exhibit "A", attached hereto; and

WHEREAS, the County and BLW desire to co-operate in the expeditious engineering, design and construction of the southeast segment of the Seward Junction Loop or also known as the reconstruction of CR 259 and CR 266 between US 183 and SH 29 (the "Project"); and

NOW THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the County and BLW hereby agree as follows:

A. **PURPOSE**

The purpose of this Agreement is to provide for the orderly and expeditious design, engineering and construction of the Project, as shown on Exhibit "B".

B. **GENERAL TERMS AND CONDITIONS**

1. The Project is defined as the construction of half of an ultimate 6-lane divided roadway facility from US 183 along CR 259 and CR 266 to SH 29. The Project will include (1) three 30-foot wide concrete right-in/right-out driveways on the north side of CR 259, and (2) one 75-foot wide concrete driveway on the north side of CR 259 at the future median opening, approximately 920 feet from US 183, to be located as shown on Exhibit "C".

2. The County will vacate the Drainage and Pond Easement attached hereto as Exhibit "D" and BLW will donate a new Drainage and Pond Easement in the approximate location shown on Exhibit "E", attached hereto.
3. BLW will donate to the County the right-of-way and drainage easements along CR 259 as shown in Exhibits "F" and "G", attached hereto.

C. **COUNTY OBLIGATIONS**

1. The County shall be responsible for all costs related to the design, construction, and maintenance of the Project, as depicted on Exhibit "B".
2. The County will vacate the Drainage and Pond Easement recorded as document number 2013002951 in Williamson County Official Records and attached hereto as Exhibit "D".

D. **BLW'S OBLIGATIONS**

1. BLW shall grant to the County a Drainage and Pond Easement for the property depicted in Exhibit "E", attached hereto.
2. BLW shall grant to the County the right-of-way depicted in Exhibit "F", attached hereto.
3. BLW shall grant to the County a Drainage Easement for the property depicted in, and in the form of, Exhibit "G", attached hereto.
4. BLW will provide its own stormwater treatment on the Property and is not permitted to use the pond that will be located in the new Drainage and Pond Easement as depicted in Exhibit "E" which is to be used for the future expansion of SH 29.

E. **MISCELLANEOUS PROVISIONS**

1. Actions Performable. The County and BLW agree that all actions to be performed under this Agreement are performable in Williamson County, Texas.

2. Governing Law. The County and BLW agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.

3. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

4. Complete Agreement. This Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to this Agreement. Any amendment to this Agreement must be in writing and signed by all parties.

5. Exhibits. All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.

6. Notice. All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) telecopy, with the original delivered by hand or overnight carried, (ii) by overnight courier or hand delivery, or (iii) certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

County:

County Judge
Dan A. Gattis
710 S. Main Street, Suite 101
Georgetown, TX 78626
Phone: (512) 943-1577

BLW:

c/o John Lewis
3839 Bee Cave Rd.
Suite 204
Austin, Texas 78746
512-476-7011

7. Force Majeure. BLW and the County agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire or strike.

8. Assignment. This Agreement may be assigned by BLW ~~only with the written consent of the Williamson County Commissioners Court, which shall not be unreasonably withheld~~. Any assignment must bind the assignee to all the terms and conditions of this Agreement, which will be recorded in the Williamson County Official Records.

9. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the County and BLW, respectively.

SIGNED as of this _____ day of _____, 201__.

WILLIAMSON COUNTY

By: _____
Dan A. Gattis, County Judge

ATTEST:

_____
Nancy Rister, County Clerk

BLW, LP

By: _____
Managing Partner

STATE OF TEXAS
COUNTY OF Travis

This instrument was acknowledged before me on June 12, 2017, by John Lewis, as managing partner of BLW LTD., a Texas limited partnership, on behalf of said entity.



Notary Public's Signatures

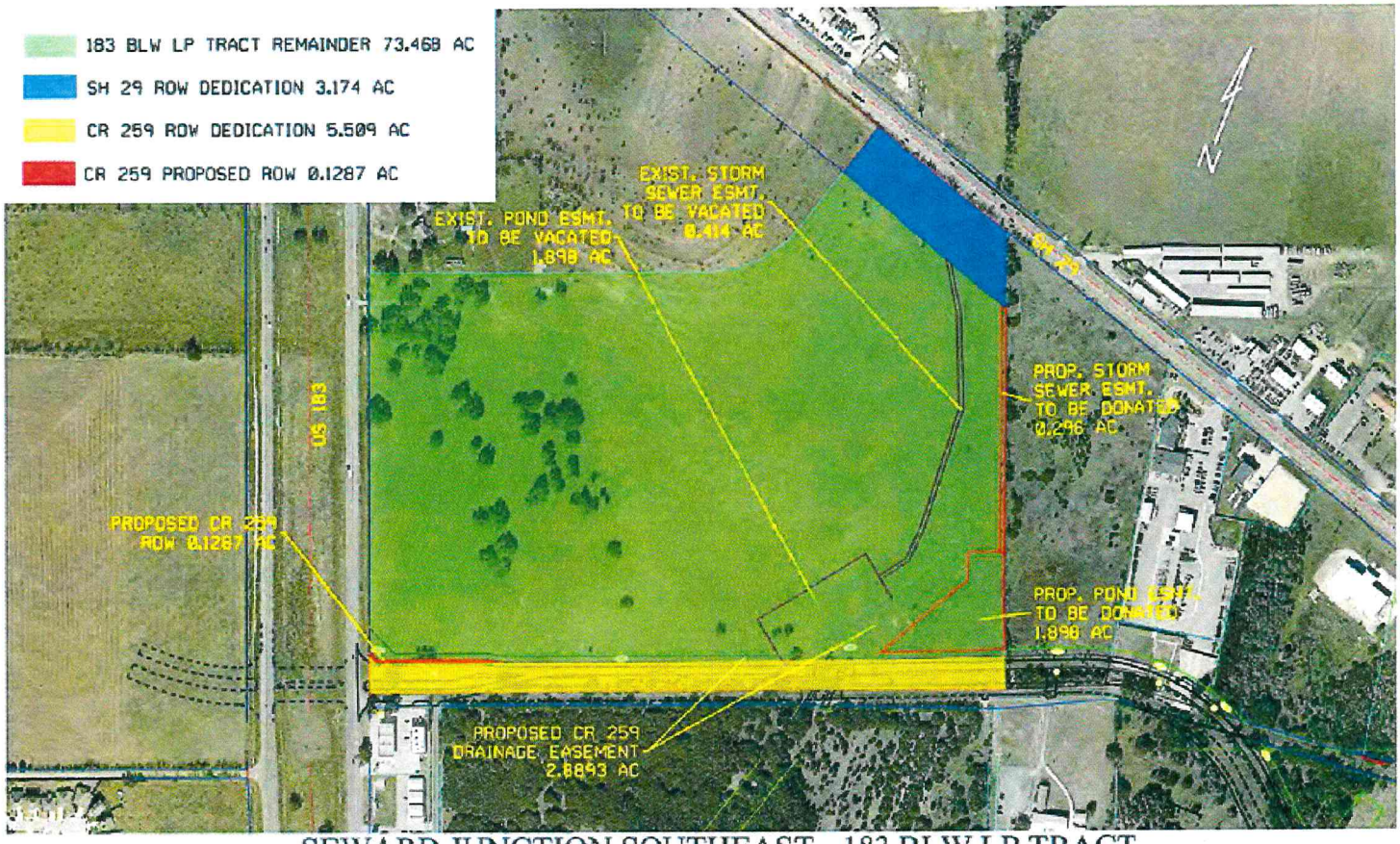
(Personalized Seal)

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on _____, 201__, by Dan A. Gattis, County Judge on behalf of Williamson County.

_____
Notary Public's Signatures

(Personalized Seal)



SEWARD JUNCTION SOUTHEAST - 183 BLW LP TRACT
EXHIBIT A

02-27-17

EXHIBIT B

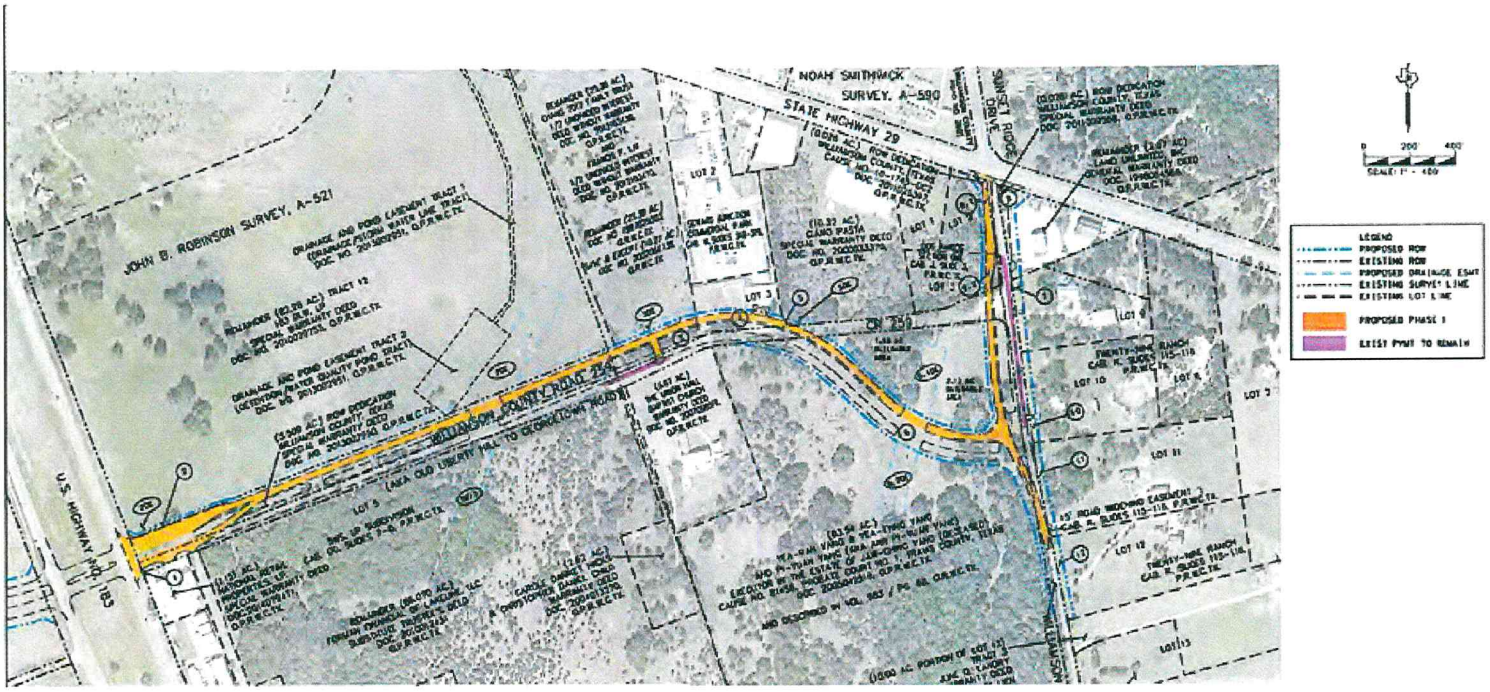
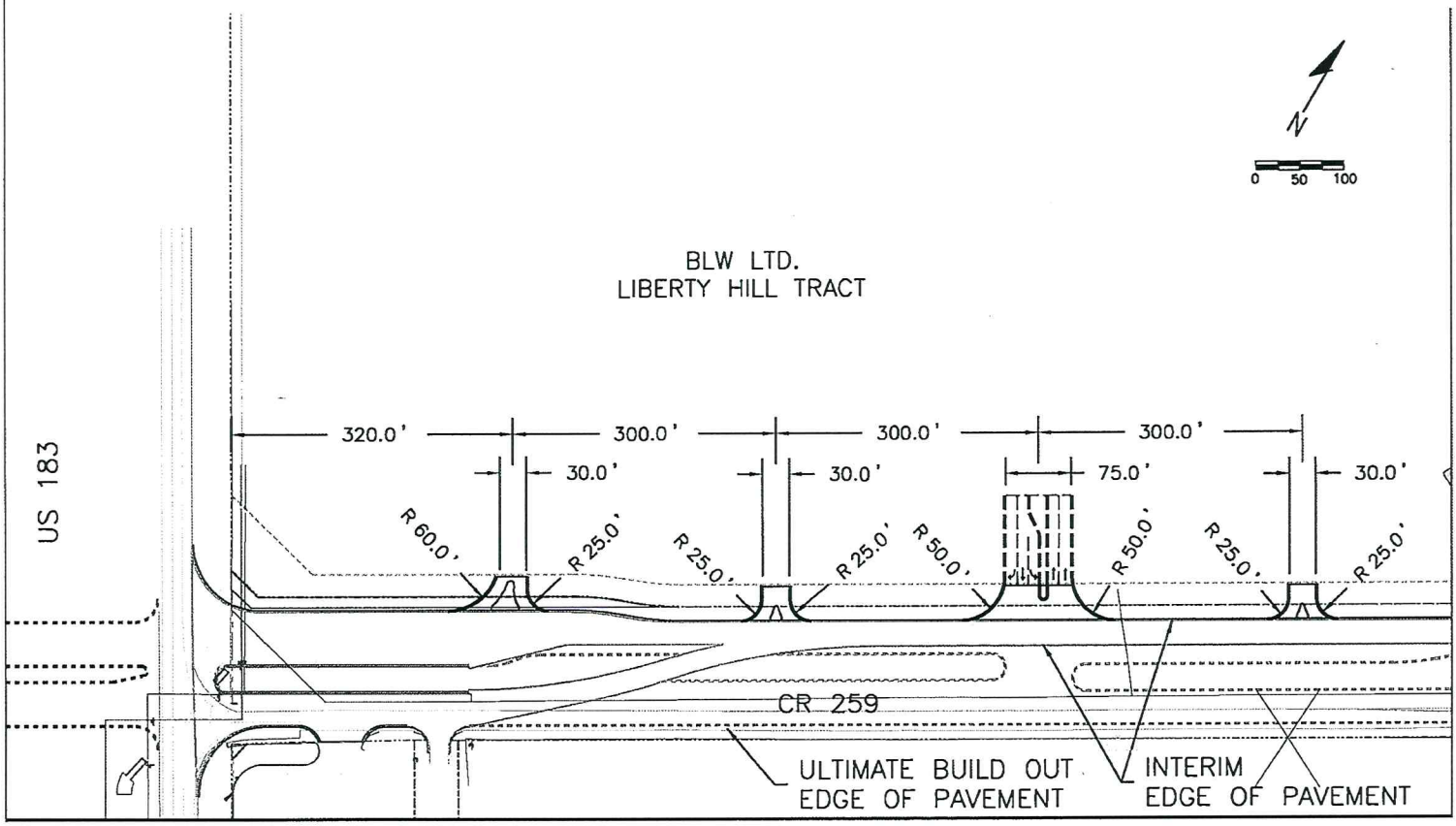

NOAH SMITHWICK
SURVEY, A-590
STATE HIGHWAY 29
JOHN B. ROBINSON SURVEY, A-521
WILLIAMSON COUNTY ROAD 258
U.S. HIGHWAY NO. 183
LOT 1
LOT 2
LOT 3
LOT 5
LOT 10
LOT 11
LOT 12
LOT 13
LEGEND
PROPOSED ROW
EXISTING ROW
PROPOSED DRAINAGE ESMT
EXISTING SURVEY LINE
EXISTING LOT LINE
PROPOSED PHASE 1
EXIST PVMT TO REMAIN

EXHIBIT C


N
0 50 100
BLW LTD.
LIBERTY HILL TRACT
US 183
320.0'
300.0'
300.0'
300.0'
30.0'
30.0'
75.0'
30.0'
R 60.0'
R 25.0'
R 25.0'
R 25.0'
R 50.0'
R 50.0'
R 25.0'
R 25.0'
CR 259
ULTIMATE BUILD OUT
EDGE OF PAVEMENT
INTERIM
EDGE OF PAVEMENT

GF 1200071080-W (WMINSWICH)

EXHIBIT D

ESMT 2013002951
11 PGS

Georgetown Title Company, Inc.

DRAINAGE AND POND EASEMENT
State Hwy 29

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

That 183 BLW, LP, a Texas limited partnership, for and in consideration of the sum of Ten and No/100 ($10.00) Dollars cash in hand paid and other good and valuable consideration paid to Grantor by WILLIAMSON COUNTY, TEXAS, its agents and assigns, hereinafter referred to as Grantee, receipt of which consideration is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these premises does hereby GRANT, SELL and CONVEY unto Grantee a perpetual easement interest in, on, over, upon, above and across the below-described Property:

Tract 1 (Drainage/Storm Water Line Tract)

All of that certain 0.414 acre tract of land situated in the John B. Robinson Survey, Abstract No. 521, Williamson County, Texas; said 0.414 acre tract of land being more particularly described by metes as bounds in Exhibit "A", attached hereto and incorporated herein for all purposes

Tract 2 (Detention/Water Quality Pond Tract)

All of that certain 1.898 acre tract of land situated in the John B. Robinson Survey, Abstract No. 521, Williamson County, Texas; said 1.898 acre tract of land being more particularly described by metes as bounds in Exhibit "B", attached hereto and incorporated herein for all purposes

Tract 1 and Tract 2 are hereinafter sometimes collectively referred to as the "Property".

The perpetual easement, right-of-way, rights and privileges herein granted shall be used for the following purposes:

(a) As to Tract 1 - a permanent underground storm water and drainage easement for the purpose of opening, constructing, installing, operating, maintaining, repairing, inspecting, monitoring and replacing an underground storm water drainage line, along with any structures and grading which may be necessary to facilitate the proper drainage of storm water from the State Hwy 29 roadway facilities, together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress to and from Tract 1 from the adjacent State Hwy 29 right of way for the purpose of making any improvements, modifications or repairs which the County deems necessary; and

Official Document

EXHIBIT D

(b) As to Tract 2 - a permanent storm water drainage, detention and water quality pond easement for the purpose of opening, constructing, installing, operating, maintaining, repairing, inspecting, monitoring and replacing drainage, detention and water quality pond(s) ("Ponds"), along with any structures and grading which may be necessary to facilitate the proper drainage, detention and filtering of storm water from the State Hwy 29 roadway facilities, together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress to and from Tract 2 across Tract 1 to the State Hwy 29 right of way adjacent to Tract 1, for the purpose of making any improvements, modifications or repairs which the County deems necessary.

The perpetual easement, right-of-way, rights and privileges herein granted shall also encompass the right of Grantee to trim, cut, fell and remove therefrom all trees, underbrush, vegetation, and obstructions, structures or obstacles within the limits of the Property, but only such as necessary to carry out the purposes of the easement; reserving to the landowners and their heirs and assigns, however, all such rights and privileges as may be used without interfering with or abridging the rights and purposes of the easement herein acquired by Grantee.

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment. Grantee shall be responsible for the correction of, or compensation for, any damage to Grantor's property adjacent to Tract 1 and Tract 2 which is the result of actions outside the granted purposes of this easement.

TO HAVE AND TO HOLD the same, in perpetuity, in and to Grantee, and its successors and assigns, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter the Property, or any part thereof, for the purpose of constructing or maintaining said drainage line and ponds and for making connections therewith.

Grantor does hereby bind his heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto Williamson County, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise. This conveyance is made subject to any easements, covenants, conditions, restrictions or other validly existing matters of record affecting this Property which are recorded in the Official Public Records of Williamson County, Texas.

As to Tract 1, Grantor expressly reserves and retains unto itself, its successors and assigns, and the future owner(s) of all or any part of Tract 1, (i) the right to enjoy the surface of Tract 1 for any and all purposes which do not materially interfere with and prevent the use by Grantee of the underground drainage and storm water line to be constructed by Grantee in Tract 1, including the right to build and use the surface of Tract 1 for private streets, roads, driveways, alleys, walks, gardens, lawns, parking areas and other like uses (collectively, the "Permitted Surface Improvements"), or (ii) the right to grant additional public utility easements or access easements

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EXHIBIT D

over, across or under Tract 1 for the installation, operation, maintenance, repair and replacement of water, wastewater, electric, gas telephone, cable television, data or other utility lines, or access or common area easements along roadways, driveways or the other Permitted Surface Improvements (collectively, the "Additional Easements"), as long as such additional Permitted Surface Improvements or Additional Easements do not interfere with Grantee's use and benefit of Tract 1 for the drainage and storm water line to be constructed by Grantee in Tract 1. Grantor acknowledges and agrees that Grantor shall not have the right to erect or construct any building or other permanent above ground structures on Tract 1. Grantor acknowledges and agrees that no Permitted Surface Improvements shall be made, or Additional Easements granted, without first obtaining Grantee's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

As to Tract 2, Grantor expressly reserves and retains unto itself, its successors and assigns, and the future owner(s) of all or any part of Tract 2, the right to expand the Ponds that Grantee plans to construct on Tract 2 in connection with Grantor's development of Grantor's additional property located adjacent to the Property, and to place, construct, operate, repair, replace and maintain additional and/or expanded drainage, detention and water quality pond(s) on Tract 2 or in conjunction with portions of Grantor's additional property located adjacent to Tract 2, and to join in the outfall structure that will convey the storm water from the Ponds downstream, and to grant public and/or private drainage easements for such purposes as long as such additional expansion of the Ponds does not interfere with Grantee's use and benefit of Tract 2 for the Ponds to be constructed by Grantee on Tract 2. Grantor acknowledges and agrees that Grantor shall not have the right to erect or construct any building or other permanent above ground structures on Tract 2. Grantor acknowledges and agrees that no proposed changes, modifications, additions or other improvements to the Ponds shall be made without first obtaining Grantee's, its designated agent, successors or assigns' prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, as well as the final consent and approval of any governing jurisdiction or regulatory body (other than Grantee) required by any applicable development rules for such changes.

In addition to the foregoing, Grantor expressly reserves and retains unto itself, its successors and assigns, and the future owner(s) of Tract 1 and Tract 2 and Grantor's adjacent property, the right to relocate or expand, at Grantor's expense, in whole or in part, the easements granted herein and the drainage and storm water line in Tract 1 and the Ponds on Tract 2, at some time in the future based on Grantor's future land plans related to Grantor's additional property located adjacent to Tract 1 and Tract 2. Grantee, its designated agent, successors or assigns shall have the right to review and approve any such relocation or expansion, which approval shall not be unreasonably withheld, conditioned or delayed, and any such relocation or expansion shall further be conditioned upon the final consent and approval of any governing jurisdiction or regulatory body (other than Grantee) required by any applicable development rules for such changes. Grantor and Grantee agree to use commercially reasonable efforts, acting in good faith, to co-operate regarding any such re-location or expansion.

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EXHIBIT D

The perpetual easement, right-of-way, rights and privileges granted herein are non-exclusive, however Grantor covenants not to convey any other easement or conflicting rights within the Property covered by this grant that interfere with the purpose or function of any improvements placed thereon, or the maintenance of the surface of the Property for the conveyance, detention or treatment of storm water drainage without the express written consent of Grantee, which consent shall not be unreasonably withheld, conditioned or delayed.

EXECUTED on this the 31st day of December, 2012.

GRANTOR:

183 BLW, LP, a Texas limited partnership

By: 183 BLW GP LLC, a Texas limited liability company, its general partner

By: BCP GP LLC, a Texas limited liability company, its Managing Member

By: _____
Edward S. Butler, Sole Member

Unofficial Document

EXHIBIT D

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the 31st day of December, 2012 by Edward S. Butler, Sole Member of BCP GP, LLC, a Texas limited liability company, Managing Member of 183 BLW GP, LLC, a Texas limited liability company, General Partner of 183 BLW, LP, a Texas limited partnership, on behalf of said limited partnership.

NORMA ORONA
MY COMMISSION EXPIRES
August 23, 2013

Norma Orona
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas

GRANTEE'S MAILING ADDRESS:
Williamson County
c/o County Judge
701 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:
Sheets & Crossfield, P.C.
309 East Main Street
Round Rock, Texas 78664

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EXHIBIT D

0.414 Ac.
John B. Robinson Survey, A-521
Williamsons County, Texas

Loomis Job No. 110807-01
FN1410(ktm)
Page 1 of 3

FIELD NOTES DESCRIPTION

DESCRIPTION OF 0.414 OF ONE ACRE OF LAND IN THE JOHN B. ROBINSON SURVEY, ABSTRACT NO. 521, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 82.28 ACRE TRACT OF LAND, DESIGNATED AS TRACT 12 AND DESCRIBED IN THE SPECIAL WARRANTY DEED TO 183 BLW, LP OF RECORD IN DOCUMENT NO. 2010029253, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.414 OF ONE ACRE AS SURVEYED BY LOOMIS PARTNERS, INC., AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at calculated point in the south right-of-way line of State Highway 29, for the northerly northwest corner of the said 82.28 acre 183 BLW tract, same being the east corner of a called 39.28 acre tract of land described in the special warranty deed to HEB Grocery Company, LP of record in Document No. 2008061679, Official Public records of Williamson County, Texas, from said calculated point a Texas Department of Transportation Type I concrete monument found in the south right-of-way of State Highway 29 bears N 72° 13' 36" W, 1896.89 feet;

THENCE S 17° 46' 16" W, leaving the south right-of-way line of State Highway 29, with the northwest line of the said 82.28 acre 183 BLW tract and the south line of the said 39.28 acre HEB tract, at a distance of 0.11 feet pass a 1/2-inch iron rod with an illegible plastic cap found for reference and continuing for a total distance of 202.35 feet to a 1/2-inch iron rod with a plastic cap stamped "LOOMIS" previously set in the proposed south right-of-way line of State Highway 29;

THENCE S 71° 38' 32" E, crossing the said 82.28 acre 183 BLW tract, with the proposed south right-of-way line of State Highway 29, a distance of 480.95 feet to a calculated point for the northwest corner and **POINT OF BEGINNING** of the tract described herein;

THENCE S 71° 38' 32" E, crossing the said 82.28 acre 183 BLW tract, with the proposed south right-of-way line of State Highway 29, and with the north line of the tract described herein, a distance of 23.86 feet to a calculated point for the northeast corner of tract described herein;

THENCE leaving the proposed south right-of-way line of State Highway 29, continuing across the said 82.28 acre 183 BLW tract, with the east, south and west lines of the tract described herein, the following eleven (11) courses and distances:

1. S 32° 38' 53" E, a distance of 171.27 feet to a calculated angle point,
2. S 22° 25' 33" E, a distance of 343.47 feet to a calculated angle point,
3. S 02° 28' 05" E, a distance of 436.03 feet to a calculated angle point,
4. S 03° 39' 55" W, a distance of 128.38 feet to a calculated angle point,
5. S 38° 38' 36" W, a distance of 124.39 feet to a calculated point for the southeast corner of the tract described herein,
6. N 52° 04' 18" W, a distance of 15.00 feet to a calculated point for the southwest corner of the tract described herein,
7. N 38° 38' 36" E, a distance of 119.86 feet to a calculated angle point,
8. N 03° 39' 55" E, a distance of 122.85 feet to a calculated angle point,

EXHIBIT "A"

Unofficial Document

EXHIBIT D

9. N 02° 28' 05" W, a distance of 432.58 feet to a calculated angle point,

10. N 22° 25' 33" W, a distance of 339.49 feet to a calculated angle point, and

11. N 32° 38' 53" W, a distance of 188.48 feet to the **POINT OF BEGINNING** and containing 0.414 of one acre of land, more or less.

BEARING BASIS: Texas Coordinate System, Central Zone, NAD83, Grid.

LOOMIS WORD FILE: FN1410(ktm)

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

That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the months of November and December 2012 under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 21st of December, 2012 A.D.

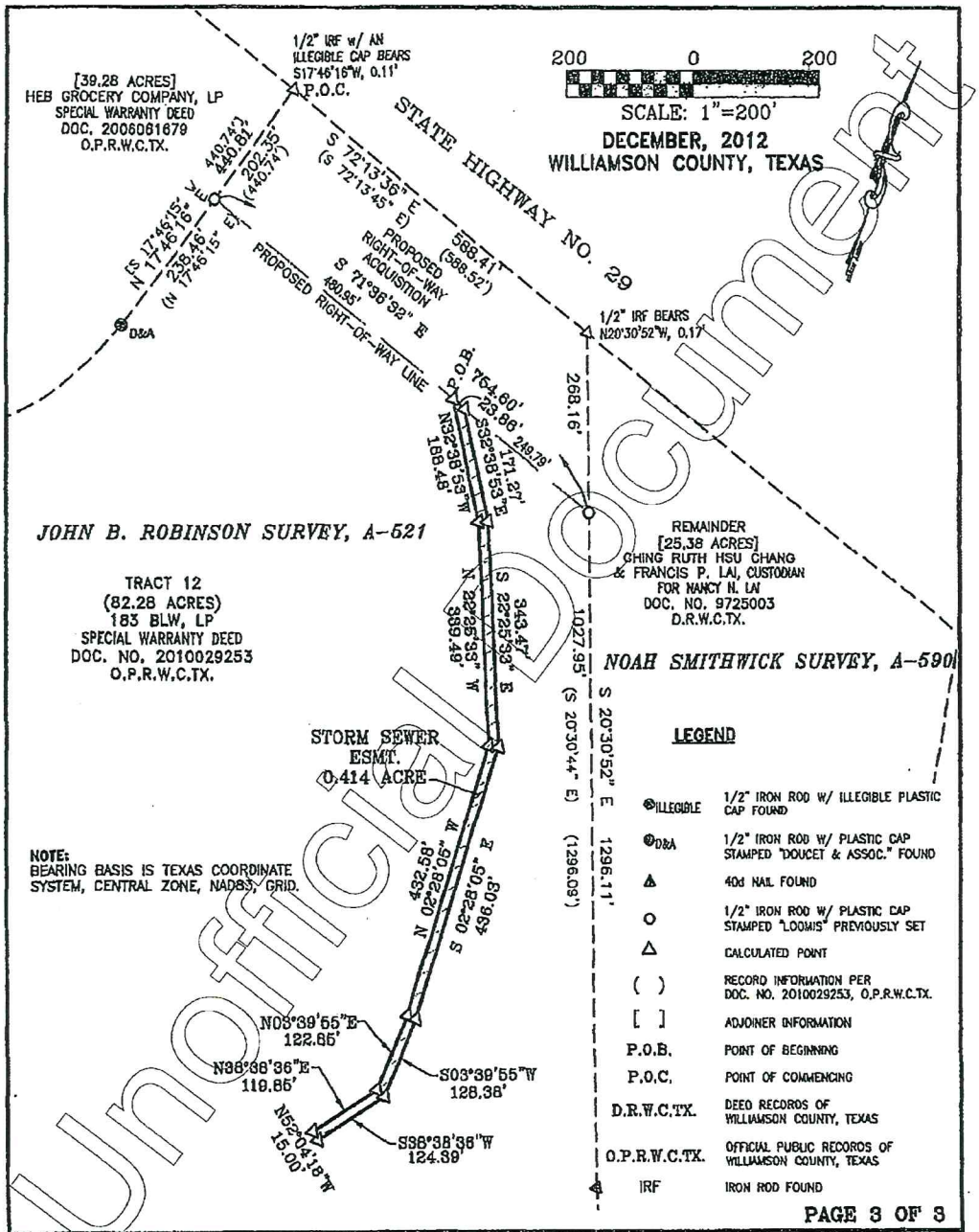
Loomis Partners
Austin, Texas 78746

STATE OF TEXAS
JOHN D. BARNARD
5749
REGISTERED
PROFESSIONAL
LAND SURVEYOR

John Barnard
Registered Professional Land Surveyor
No. 5749 – State of Texas

Unofficial Document

EXHIBIT D



Unofficial Document

LOOMIS | PARTNERS
ENGINEERING • LAND SURVEYING • ENVIRONMENTAL CONSULTING
3101 Bee Cave Road, Suite 100 • Austin, Texas 78746
[TEL] 512.327.1180 • [FAX] 512.327.4062 • www.loomis-partners.com

EXHIBIT TO ACCOMPANY FIELDNOTES FN1410(ktm)

FILE: H:\Survey\WilliamsonCounty\SewardJunction\Work\Exhibits\FN1410_Storm sewer esmt.DWG
DATE: Dec 21,2012-2:47pm

EXHIBIT D

1.898 Ac.
John B. Robinson Survey, A-521
Williamsons County, Texas

Loomis Job No. 110807.01
FN1408(ktm)

FIELD NOTES DESCRIPTION - POND EASEMENT

DESCRIPTION OF 1.898 ACRES OF LAND IN THE JOHN B. ROBINSON SURVEY, ABSTRACT NO. 521, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 82.28 ACRE TRACT OF LAND, DESIGNATED AS TRACT 12 AND DESCRIBED IN THE SPECIAL WARRANTY DEED TO 183 BLW, LP OF RECORD IN DOCUMENT NO. 2010029253, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 1.898 ACRES AS SURVEYED BY LOOMIS PARTNERS, INC., AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found in the north right-of-way line of Williamson County Road No. 259, (C.R. 259), at the southeast corner of the said 82.28 acre 183 BLW tract, same being the southwest corner of a called 25.38 acre tract described in the deed to Ching Ruth Hsu and Francis P. Lai, custodian for Nancy N. Lai of record in Document No. 9725003, Deed Records of Williamson County, Texas;

THENCE N 22° 45' 07" W, with the east line of the said 82.28 acre 183 BLW tract and the west line of the said 25.38 acre tract, a distance of 117.29 feet to a 1/2-inch iron rod with a plastic cap stamped "LOOMIS" previously set in the proposed north right-of-way line of County Road No. 259;

THENCE S 67° 46' 55" W, crossing the said 82.28 acre 183 BLW tract, with the proposed north right-of-way line of County Road No. 259, a distance of 771.19 feet to a calculated point for an angle point in the south line and the **POINT OF BEGINNING** of the tract described herein;

THENCE S 67° 46' 55" W, crossing the said 82.28 acre 183 BLW tract, with the proposed north right-of-way line of County Road No. 259, and with the south line of the tract described herein, a distance of 24.33 feet to a calculated point for the south corner of the tract described herein, from which a 1/2-inch iron rod with a plastic cap stamped "LOOMIS" previously set for an angle point in the proposed north right-of-way line of County Road No. 259 bears S 67° 46' 55" W, a distance of 0.52 feet;

THENCE leaving the proposed north right-of-way line of County Road No. 259, continuing across the said 82.28 acre 183 BLW tract, with the west, north, east, and south lines of the tract described herein, the following four (4) courses and distances:

1. N 52° 04' 18" W, a distance of 172.69 feet to a calculated point for the west corner of the tract described herein,
2. N 38° 02' 33" E, a distance of 448.20 feet to a calculated point for the north corner of the tract described herein,
3. S 52° 04' 18" E, a distance of 184.76 feet to a calculated point for the east corner of the tract described herein, and
4. S 38° 02' 33" W, a distance of 427.10 feet to the **POINT OF BEGINNING** and containing 1.898 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, Central Zone, NAD83, Grid.

EXHIBIT "B"

H:\Survey_FieldNotes\FN-1400s\FN1408(ktm).doc

Unofficial Document

EXHIBIT D

LOOMIS WORD FILE: FN1408(ktm)

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

That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the months of November and December 2012 under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 21st of December, 2012 A.D.

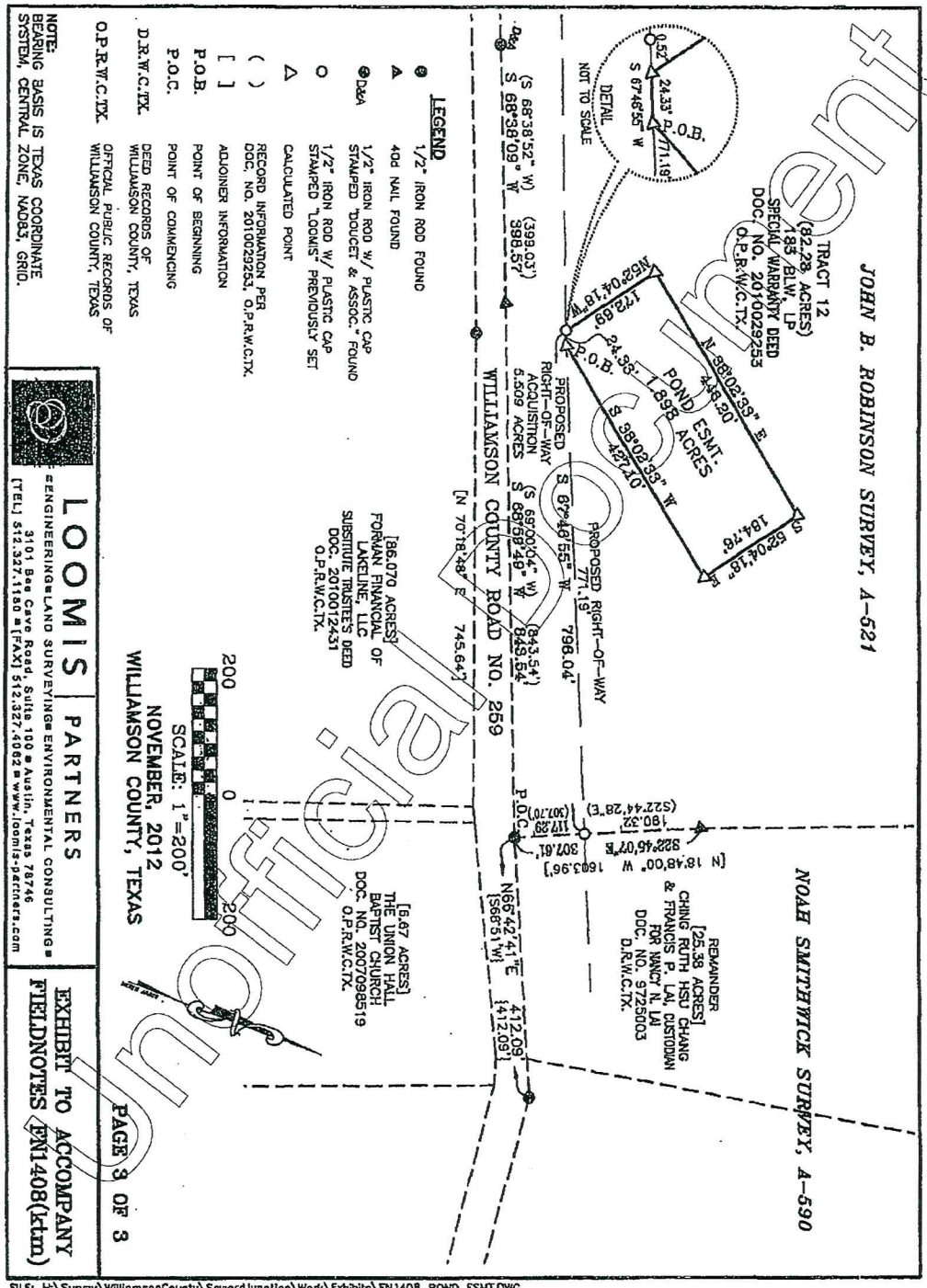
Loomis Partners
Austin, Texas 78746

STATE OF TEXAS
REGISTERED
JOHN D. BARNARD
5749
PROFESSIONAL
LAND SURVEYOR

John Barnard
Registered Professional Land Surveyor
No. 5749 – State of Texas

Unofficial Document

EXHIBIT D



FILE: H:\Survey\WilliamsonCounty\SewardJunction\Work\Exhibits\FN 1408_POND ESMT.DWG
DATE: Dec 19,2012-10:54am

Unofficial Document

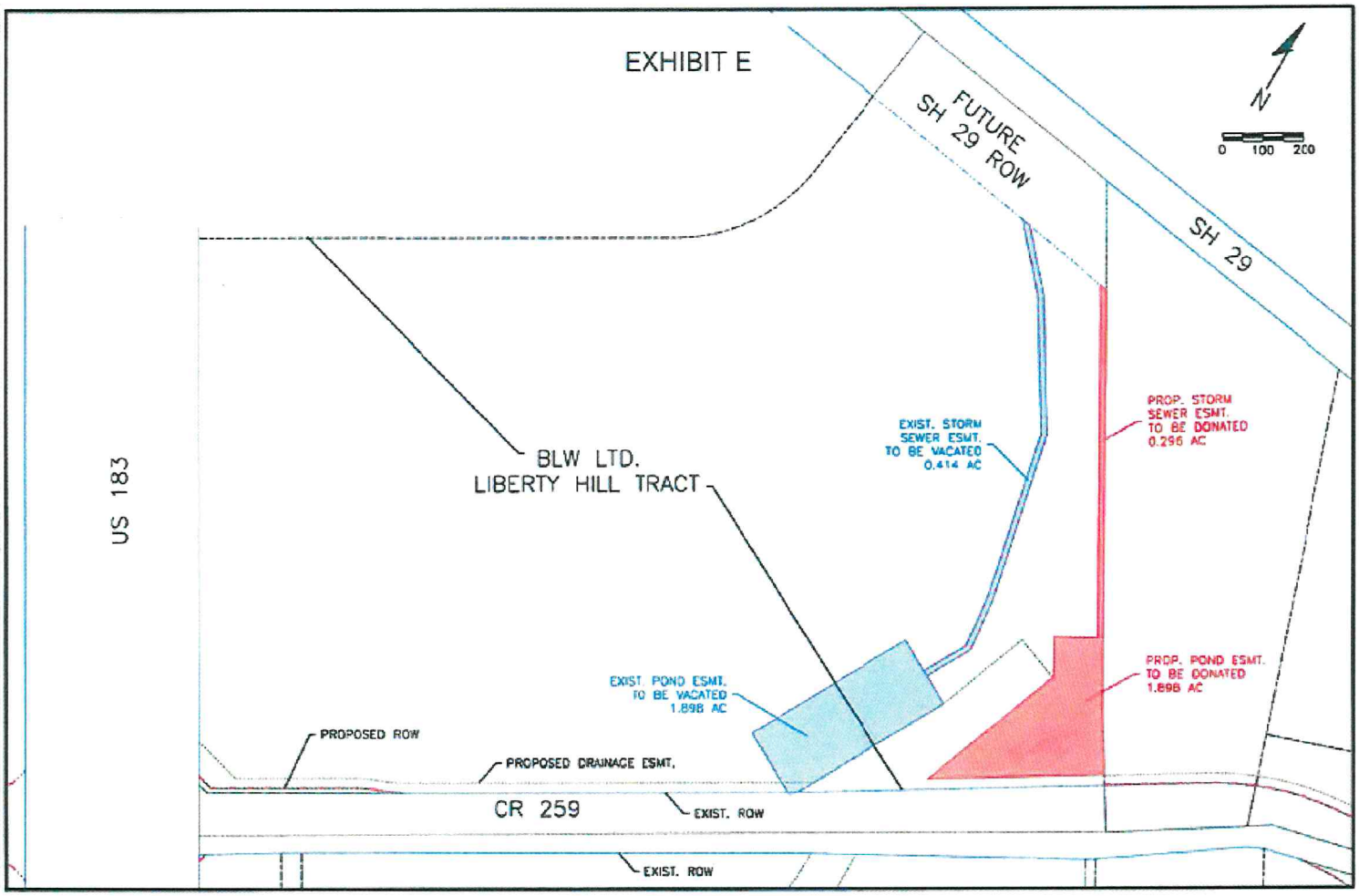

EXHIBIT E
FUTURE SH 29 ROW
SH 29
N
0 100 200
US 183
BLW LTD.
LIBERTY HILL TRACT
EXIST. STORM SEWER ESMT. TO BE VACATED 0.414 AC
PROP. STORM SEWER ESMT. TO BE DONATED 0.296 AC
EXIST. POND ESMT. TO BE VACATED 1.898 AC
PROP. POND ESMT. TO BE DONATED 1.898 AC
PROPOSED ROW
PROPOSED DRAINAGE ESMT.
CR 259
EXIST. ROW
EXIST. ROW

EXHIBIT F

0.1287-Ac.
John B. Robinson Survey, A-521,
Williamson County, Texas

Job No. 5569-02-001
FN1782(gt)

FIELD NOTES DESCRIPTION – PARCEL 2

DESCRIPTION OF 0.1287 ACRE (5,608 SQUARE FEET) OF LAND IN THE JOHN B. ROBINSON SURVEY, ABSTRACT NO. 521, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CERTAIN CALLED 82.28 ACRE TRACT OF LAND, DESIGNATED AS TRACT 12, AND DESCRIBED IN THE DEED TO 183 BLW, LP OF RECORD IN DOCUMENT NO. 2010029253, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.1287 ACRE AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with plastic cap stamped "LOOMIS" previously set, 210.97 feet left of U.S. Highway 183 Engineer's Baseline Station 119+82.23, and 96.11 feet left of Williamson County Road 259 Engineer's Baseline Station 178+38.93, at the intersection of the east right-of-way line of U.S. Highway 183, a varying width right-of-way and the north right-of-way line of County Road 259, a varying width right-of-way, same being the west line of the said 82.28 acre tract, and marking the northwest corner of that certain called 5.509 acre right-of-way dedication to Williamson County, Texas, of record in Document No. 2013002950, Official Public Records of Williamson County, Texas, for the southwest corner and **POINT OF BEGINNING** of the tract described herein, from which a 1/2-inch iron rod with plastic cap stamped "DOUCET & ASSOCIATES" found in the east right-of-way line of U.S. Highway 183, at the southwest corner of the said 82.28 acre tract, same being the southwest corner of the said 5.509 acre tract, bears S 21° 02' 34" E, a distance of 128.93 feet;

THENCE N 21° 02' 34" W, with the east right-of-way line of U.S. Highway 183, same being the west line of the said 82.28 acre tract, and with the west line of the tract described herein, a distance of 20.89 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 210.97 feet left of U.S. Highway 183 Baseline Station 119+61.34 and 117.00 feet left of County Road 259 Baseline Station 178+38.95, for the northwest corner of the tract described herein, from which a calculated point, 211.01 feet left of U.S. Highway 183 Baseline Station 106+36.66, in the east right-of-way line of U.S. Highway 183, at the northwest corner of the said 82.28 acre tract, same being the southwest corner of that certain called 39.28 acre tract of land described in the deed to HEB Grocery Company, LP, of record in Document No. 2006061679, Official Public Records of Williamson County, Texas, bears N 21° 02' 34" W, a distance of 1324.68 feet, and from said calculated point, a 1/2-inch iron rod with plastic cap stamped "DOUCET & ASSOCIATES" found bears S 68° 57' 15" W, a distance of 0.15 feet;

THENCE leaving the east right-of-way line of U.S. Highway 183 and crossing the said 82.28 acre tract with the proposed north right-of-way line of County Road 259, same being the north line of the tract described herein, the following five (5) courses and distances:

1. S 66° 03' 51" E, a distance of 42.41 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 87.00 feet left of County Road 259 Baseline Station 178+68.93, for an angle point,

2. N 68° 54' 52" E, a distance of 356.57 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 87.00 feet left of County Road 259 Baseline Station 182+25.50, for a point of curvature,

3. with the arc of a curve to the right, having a radius of 317.00 feet, an arc distance of 51.62 feet and a chord which bears N 73° 34' 46" E, a distance of 51.56 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 82.81 feet left of County Road 259 Baseline Station 182+76.89, for a point of tangency,

4. N 78° 14' 40" E, a distance of 25.06 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 78.74 feet left of County Road 259 Baseline Station 183+01.62, for a point of curvature, and

5. with the arc of a curve to the left, having a radius of 283.00 feet, an arc distance of 46.08 feet and a chord which bears N 73° 34' 46" E, a distance of 46.03 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 75.00 feet left of County Road 259 Baseline Station 183+47.50, in the existing

EXHIBIT F

north right-of-way line of County Road 259, same being the north line of the said 5.509 acre tract, for the east corner of the tract described herein, from which a 1/2-inch iron rod with plastic cap stamped "LOOMIS" previously set, 74.95 feet left of County Road 259 Baseline Station 193+09.91, at an angle point in the existing north right-of-way line of County Road 259, same being the north line of the said 5.509 acre tract bears N 68° 54' 52" E, a distance of 961.67 feet;

THENCE continuing across the said 82.28 acre tract with the existing north right-of-way line of County Road 259, same being the north line of the said 5.509 acre tract, and being the south line of the tract described herein, the following two (2) courses and distances:

1. S 68° 54' 52" W, a distance of 487.20 feet to a 1/2-inch iron rod with plastic cap stamped "LOOMIS" previously set, 75.00 feet left of County Road 259 Baseline Station 178+60.30, for an angle point, and
2. N 66° 26' 03" W, a distance of 30.03 feet to the **POINT OF BEGINNING** and containing 0.1287 acre (5,608 square feet) of land, more or less.

BEARING BASIS: Texas Coordinate System, Central Zone, NAD83, Grid.

BOWMAN WORD FILE: FN1782(gt)

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

That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the months of January through June 2015 under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 24th of August, 2016 A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746



John D. Barnard
Registered Professional Land Surveyor
No. 5749 – State of Texas

EXHIBIT F

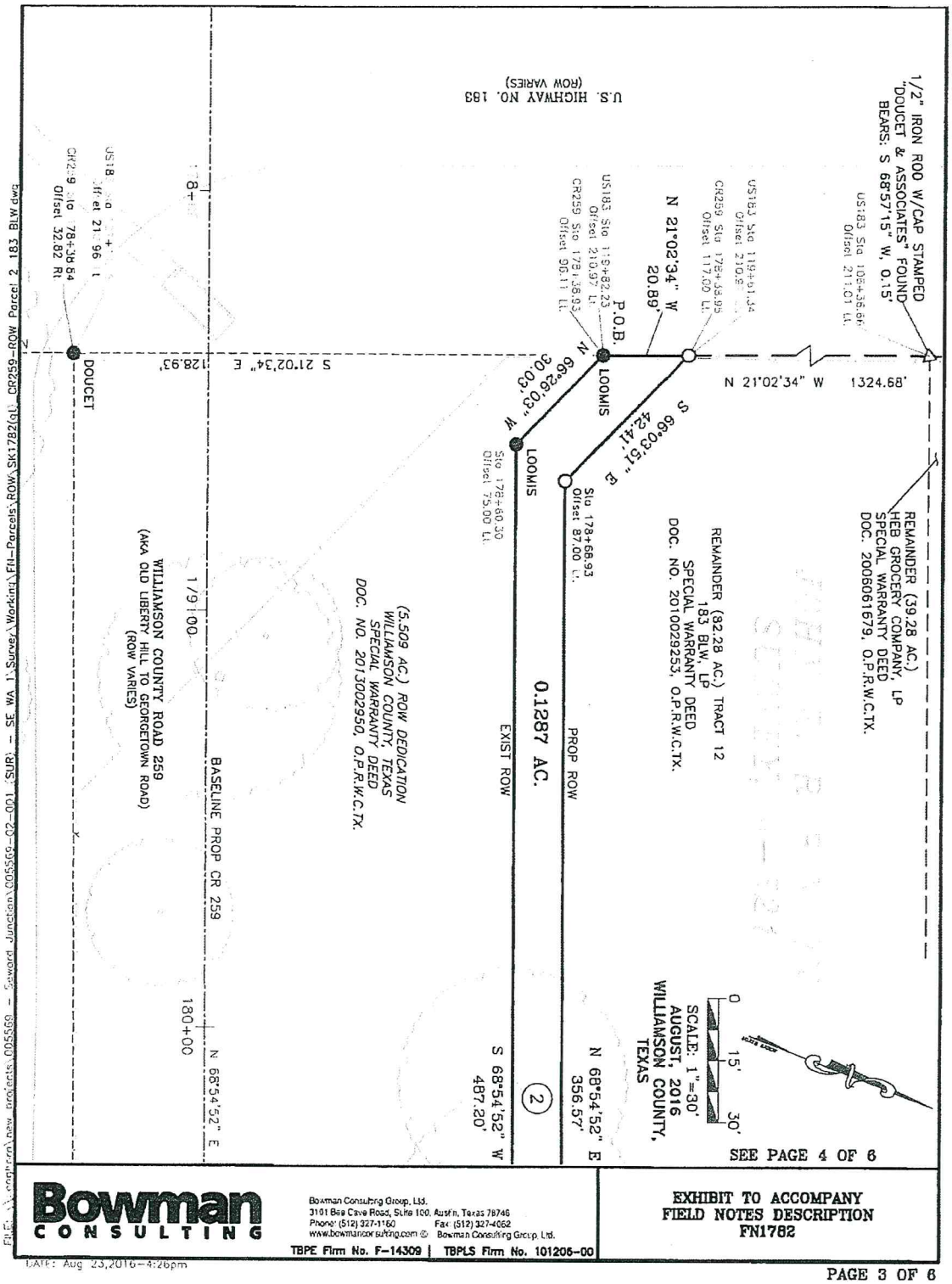

1/2" IRON ROD W/CAP STAMPED "DOUCET & ASSOCIATES" FOUND BEARS: S 68°57'15" W, 0.15'
U.S. HIGHWAY NO. 183 (ROW VARIES)
US183 Sta 105+35.64 Offset 21.01 Lt.
US183 Sta 119+01.34 Offset 210.8
CR259 Sta 178+35.95 Offset 117.00 Lt.
US183 Sta 119+82.23 Offset 210.97 Lt.
CR259 Sta 178+38.93 Offset 90.11 Lt.
P.O.B.
N 21°02'34" W 20.89'
N 21°02'34" W 1324.68'
REMAINDER (39.28 AC.) HEB GROCERY COMPANY, LP SPECIAL WARRANTY DEED DOC. 2005061679, O.P.R.W.C.TX.
REMAINDER (82.28 AC.) TRACT 12 183 BLW, LP SPECIAL WARRANTY DEED DOC. NO. 2010029253, O.P.R.W.C.TX.
N 66°26'03" W 30.03'
S 66°03'51" E 42.41'
LOOMIS
Sta 178+60.30 Offset 75.00 Lt.
Sta 178+68.93 Offset 87.00 Lt.
0.1287 AC.
EXIST ROW
PROP ROW
(5.509 AC.) ROW DEDICATION WILLIAMSON COUNTY, TEXAS SPECIAL WARRANTY DEED DOC. NO. 2013002950, O.P.R.W.C.TX.
S 68°54'52" W 487.20'
N 68°54'52" E 356.57'
(2)
S 21°02'34" E 128.93'
DOUCET
Sta 178+38.64 Offset 32.82 Rt
8+
1/9+00
BASELINE PROP CR 259
180+00
N 68°54'52" E
WILLIAMSON COUNTY ROAD 259 (AKA OLD LIBERTY HILL TO GEORGETOWN ROAD) (ROW VARIES)
0
15'
30'
SCALE: 1"=30'
AUGUST, 2016
WILLIAMSON COUNTY, TEXAS
SEE PAGE 4 OF 6
Bowman CONSULTING
Bowman Consulting Group, Ltd.
3101 Bee Cave Road, Suite 100, Austin, Texas 78746
Phone: (512) 327-1180 Fax: (512) 327-4062
www.bowmanconsulting.com © Bowman Consulting Group, Ltd.
TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00
EXHIBIT TO ACCOMPANY FIELD NOTES DESCRIPTION FN1782
File: J:\...\projects\005569 - Seward Junction\005569-02-001 (SUR) - SE WA 1 Survey\Working\Fld-Parcels\ROW\SK1782(g)_CR259-ROW Parcel 2 183 BLW.dwg
Date: Aug 23,2016-4:26pm

EXHIBIT F

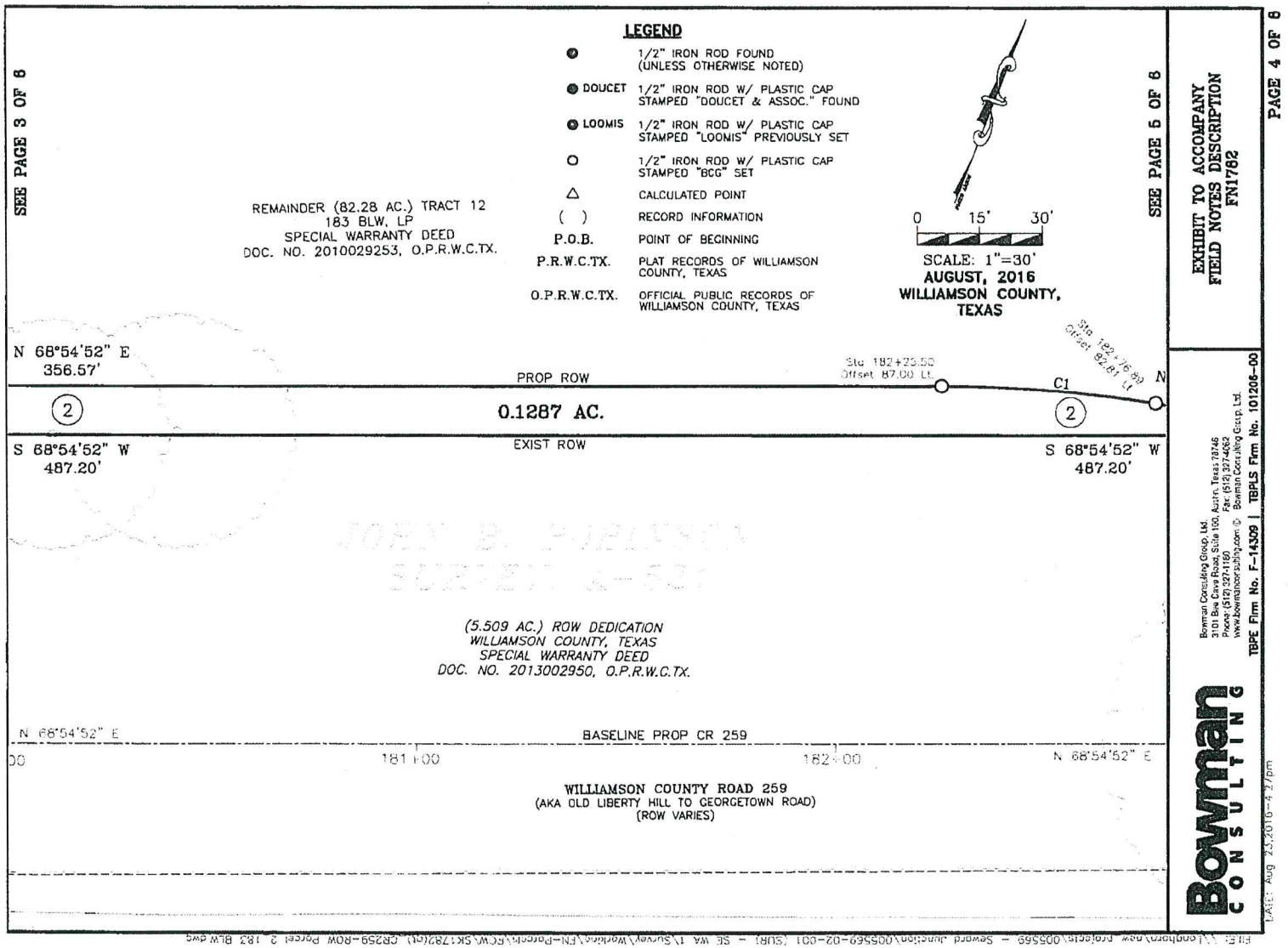

SEE PAGE 3 OF 6
SEE PAGE 5 OF 6
LEGEND
1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
DOUCET 1/2" IRON ROD W/ PLASTIC CAP STAMPED "DOUCET & ASSOC." FOUND
LOOMIS 1/2" IRON ROD W/ PLASTIC CAP STAMPED "LOOMIS" PREVIOUSLY SET
1/2" IRON ROD W/ PLASTIC CAP STAMPED "BCG" SET
CALCULATED POINT
( ) RECORD INFORMATION
P.O.B. POINT OF BEGINNING
P.R.W.C.TX. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
REMAINDER (82.28 AC.) TRACT 12
183 BLW, LP
SPECIAL WARRANTY DEED
DOC. NO. 2010029253, O.P.R.W.C.TX.
0 15' 30'
SCALE: 1"=30'
AUGUST, 2016
WILLIAMSON COUNTY, TEXAS
EXHIBIT TO ACCOMPANY FIELD NOTES DESCRIPTION FN1782
PAGE 4 OF 6
N 68°54'52" E
356.57'
PROP ROW
Sta 182+23.50
Offset 87.00 Lt
Sta 182+76.69
Offset 82.87 Lt
C1
N
2
0.1287 AC.
2
S 68°54'52" W
487.20'
EXIST ROW
S 68°54'52" W
487.20'
(5.509 AC.) ROW DEDICATION
WILLIAMSON COUNTY, TEXAS
SPECIAL WARRANTY DEED
DOC. NO. 2013002950, O.P.R.W.C.TX.
N 68°54'52" E
BASELINE PROP CR 259
00
181+00
182+00
N 68°54'52" E
WILLIAMSON COUNTY ROAD 259
(AKA OLD LIBERTY HILL TO GEORGETOWN ROAD)
(ROW VARIES)
Bowman CONSULTING
Bowman Consulting Group, Ltd.
3101 Bee Cave Road, Suite 100, Austin, Texas 78746
Phone: (512) 327-1180 Fax: (512) 327-4062
www.bowmanconsulting.com © Bowman Consulting Group, Ltd.
TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00
LAST: Aug 23, 2016 - 4:27pm
FILE: ...\Londonderry\new Projects\005569 - Seward Junction\005569-02-001 (SUB) - SE WA 1\Survey\Working\FN-Parcels\ROW\SK1782(01) CR259-ROW Parcel 2 182 BLW.dwg

EXHIBIT F

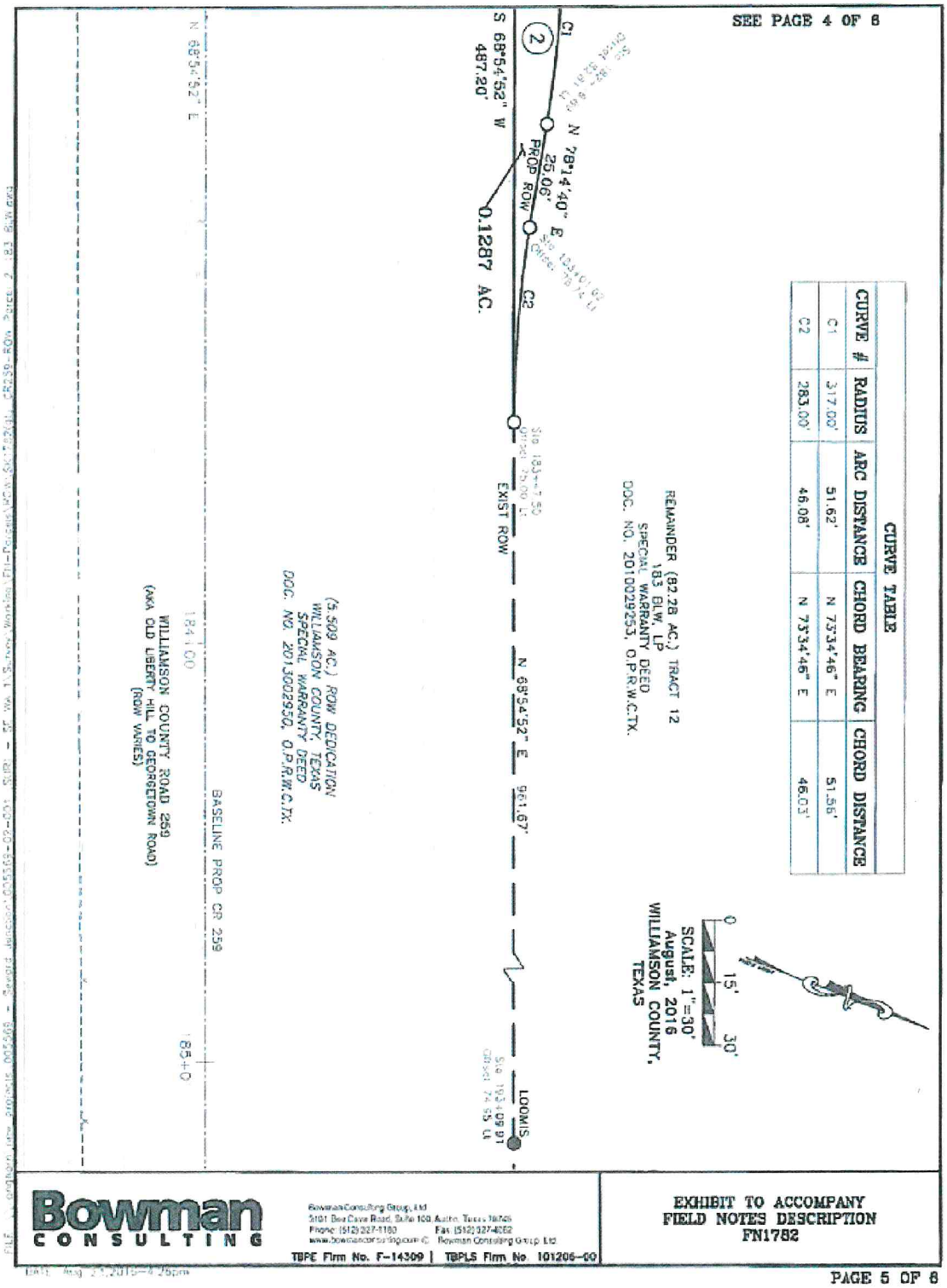

SEE PAGE 4 OF 6
CURVE TABLE
CURVE # | RADIUS | ARC DISTANCE | CHORD BEARING | CHORD DISTANCE
C1 | 317.00' | 51.62' | N 73°34'46" E | 51.56'
C2 | 283.00' | 46.08' | N 73°34'46" E | 46.03'
REMAINDER (82.28 AC.) TRACT 12
183 BLW, LP
SPECIAL WARRANTY DEED
DOC. NO. 2010029253, O.P.R.W.C.TX.
S 68°54'52" W
487.20'
0.1287 AC.
N 78°14'40" E
25.06'
PROP ROW
C1
C2
EXIST ROW
N 68°54'52" E 961.67'
LOOMIS
(5.509 AC.) ROW DEDICATION
WILLIAMSON COUNTY, TEXAS
SPECIAL WARRANTY DEED
DOC. NO. 2013002950, O.P.R.W.C.TX.
BASELINE PROP CR 259
N 68°54'52" E
184.00
185+0
WILLIAMSON COUNTY ROAD 259
(AKA OLD LIBERTY HILL TO GEORGETOWN ROAD)
(ROW VARIES)
0
15'
30'
SCALE: 1"=30'
August, 2016
WILLIAMSON COUNTY, TEXAS
Bowman
CONSULTING
Bowman Consulting Group, Ltd
3101 Bee Cave Road, Suite 100 Austin, Texas 78746
Phone: (512) 327-1180 Fax: (512) 327-4062
www.bowmanconsulting.com © Bowman Consulting Group, Ltd
TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00
EXHIBIT TO ACCOMPANY
FIELD NOTES DESCRIPTION
FN1782

EXHIBIT F

NOTES:

1. BEARING BASIS IS TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4204), NAD83, GRID, BASED ON SURVEY TIES MADE TO CONTROL MONUMENTS SAM3, SAM4, SAM5 & SAM6 AS SHOWN ON CONTROL SHEETS FOR THE US 183: CR213 TO RIVA RIDGE DRIVE PROJECT (CSJ: 0151-04-063/064); LOWER COLORADO RIVER AUTHORITY (LCRA) CONTROL MONUMENTS AZF9 AND X622; AND TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) CONTROL MONUMENT N2463018.

2. DISTANCES SHOWN HEREON ARE BASED ON SURFACE MEASUREMENTS. TO CONVERT SURFACE DISTANCES TO GRID, MULTIPLY BY THE COMBINED SCALE FACTOR.

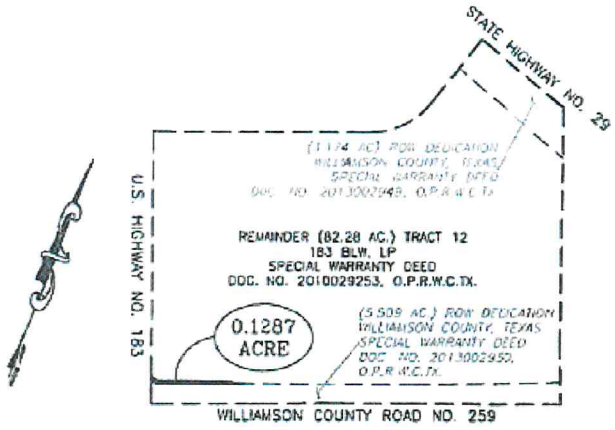
3. THE COMBINED SCALE FACTOR FOR THIS PROJECT IS 1.000115 (GRID TO SURFACE).

4. IMPROVEMENTS SHOWN HEREON ARE BASED ON AN ENGINEERING DESIGN SURVEY PERFORMED BY BOWMAN CONSULTING, DURING THE MONTHS OF JANUARY THROUGH JUNE, 2015.

5. COUNTY ROAD 259 STATIONS AND OFFSETS SHOWN HEREON ARE BASED ON THE THE PROJECT BASELINES (269011AL01.DGN), AS PROVIDED BY AGUIRRE & FIELDS, LP ON 08-26-2015.

6. THE ACREAGE CALCULATED AND SHOWN HEREON IS DERIVED FROM RECORD INFORMATION, AND IS FOR INFORMATIONAL PURPOSES ONLY.
THIS DOES NOT IN ANY WAY REPRESENT A BOUNDARY SURVEY OF THE PARENT TRACT.

7. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN.



WHOLE PROPERTY INSET
(NOT TO SCALE)

PROPOSED PARCEL ACQUISITION TABLE

RECORD PROPERTY AREA = 82.28 ACRES
DOC. 2013002949 ROW ACQUISITION AREA = 3.174 ACRES
DOC. 2013002950 ROW ACQUISITION AREA = 5.509 ACRES
PROPOSED ROW ACQUISITION AREA = 0.1287 ACRE
CALCULATED REMAINDER AREA = 73.4683 ACRES

SURVEYOR CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

8/24/2016

JOHN D. BARNARD
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5749,
STATE OF TEXAS

DATE

STATE OF TEXAS
REGISTERED
JOHN D. BARNARD
5749
PROFESSIONAL
LAND SURVEYOR

Bowman CONSULTING

Bowman Consulting Group, Ltd
3101 Bee Cave Road, Suite 100, Austin, Texas 78746
Phone (512) 327-1180 Fax (512) 327-4062
www.bowmanconsulting.com © Bowman Consulting Group, Ltd

TBPE Firm No. F-14309 | TBPLS Firm No. 101205-00

EXHIBIT TO ACCOMPANY FIELD NOTES DESCRIPTION FN1782

I:\Projects\Austin\005659-02-001 (SUE) - SE WA \Survey\Working\Exhibits\Parcel\ROW\SK1782(a1) CR259 ROW Parcel 2_183 BLW.dwg
DATE Aug 23 2016 - 4:53pm

EXHIBIT G

2.8893-Ac.
John B. Robinson Survey, A-521,
Williamson County, Texas

Job No. 5569-02-001
FN1868-R1(gt)

FIELD NOTES DESCRIPTION – PARCEL 2DE

DESCRIPTION OF 2.8893 ACRES (125,858 SQUARE FEET) OF LAND IN THE JOHN B. ROBINSON SURVEY, ABSTRACT NO. 521, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CERTAIN CALLED 82.28 ACRE TRACT OF LAND, DESIGNATED AS TRACT 12, AND DESCRIBED IN THE DEED TO 183 BLW, LP OF RECORD IN DOCUMENT NO. 2010029253, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 2.8893 ACRES AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. AND SHOWN ON THE ACCOMPANYING SKETCHES, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with plastic cap stamped "LOOMIS" previously set, 210.97 feet left of U.S. Highway 183 Engineer's Baseline Station 119+82.23, and 96.11 feet left of Williamson County Road 259 Engineer's Baseline Station 178+38.93, at the intersection of the east right-of-way line of U.S. Highway 183, a varying width right-of-way and the north right-of-way line of County Road 259, a varying width right-of-way, same being the west line of the said 82.28 acre tract, for the northwest corner of that certain called 5.509 acre right-of-way dedication to Williamson County, Texas, of record in Document No. 2013002950, Official Public Records of Williamson County, Texas, same being the southwest corner of a 0.1287 acre proposed right-of-way parcel (ROW Parcel 2) for County Road 259, from which a 1/2-inch iron rod with plastic cap stamped "DOUCET & ASSOCIATES" found in the east right-of-way line of U.S. Highway 183, at the southwest corner of the said 82.28 acre tract, same being the southwest corner of the said 5.509 acre tract, bears S 21° 02' 34" E, a distance of 128.93 feet;

THENCE N 21° 02' 34" W, with the east right-of-way line of U.S. Highway 183, same being the west line of the said 82.28 acre tract, and with the west line of the proposed County Road 259 ROW Parcel 2, a distance of 20.89 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 210.97 feet left of U.S. Highway 183 Baseline Station 119+61.34 and 117.00 feet left of County Road 259 Baseline Station 178+38.95, at the northwest corner of the proposed County Road 259 ROW Parcel 2, for the southwest corner and **POINT OF BEGINNING** of the tract described herein;

THENCE N 21° 02' 34" W, continuing with the east right-of-way line of U.S. Highway 183, same being the west line of the said 82.28 acre tract, and with the west line of the tract described herein, a distance of 85.83 feet to a calculated point for the northwest corner of the tract described herein, from which a calculated point, 211.01 feet left of U.S. Highway 183 Baseline Station 106+36.66, in the east right-of-way line of U.S. Highway 183, at the northwest corner of the said 82.28 acre tract, same being the southwest corner of that certain called 39.28 acre tract of land described in the deed to HEB Grocery Company, LP, of record in Document No. 2006061679, Official Public Records of Williamson County, Texas, bears N 21° 02' 34" W, a distance of 1238.85 feet, and from said calculated point, a 1/2-inch iron rod with plastic cap stamped "DOUCET & ASSOCIATES" found bears S 68° 57' 15" W, a distance of 0.15 feet;

THENCE leaving the east right-of-way line of U.S. Highway 183 and crossing the said 82.28 acre tract, with the north line of the tract described herein, the following twelve (12) courses and distances:

1. S 66° 11' 07" E, a distance of 128.68 feet to a calculated angle point,
2. N 68° 54' 52" E, a distance of 295.34 feet to a calculated point of curvature,
3. with the arc of a curve to the right, having a radius of 342.00 feet, an arc distance of 55.69 feet and a chord which bears N 73° 34' 46" E, a distance of 55.63 feet to a calculated point of tangency,
4. N 78° 14' 40" E, a distance of 25.06 feet to a calculated point of curvature,
5. with the arc of a curve to the left, having a radius of 258.00 feet, an arc distance of 42.01 feet and a chord which bears N 73° 34' 46" E, a distance of 41.97 feet to a calculated point of tangency,

EXHIBIT G

6. N 68° 54' 52" E, at a distance of 947.18 feet, cross the southwest line of Drainage and Pond Easement designated as Tract 2 and recorded in Document No. 2013002951, Official Public Records of Williamson County, Texas, and continuing for a total distance of 961.42 feet to a calculated angle point,

7. N 67° 46' 55" E, crossing the said Drainage and Pond Easement Tract 2, a distance of 68.36 feet to a calculated angle point, in the southeast line of the said Drainage and Pond Easement Tract 2,

8. N 38° 02' 33" E, with the southeast line of the said Drainage and Pond Easement Tract 2, a distance of 376.70 feet to a calculated angle point at the east corner of the said Drainage and Pond Easement Tract 2,

9. N 30° 07' 16" E, a distance of 251.57 feet to a calculated point for the north corner of the tract described herein,

10. S 59° 52' 44" E, a distance of 120.00 feet to a calculated point for a northern northeast corner of the tract described herein,

11. S 30° 07' 16" W, a distance of 401.93 feet to a calculated point for a re-entrant corner of the tract described herein, and

12. N 67° 46' 55" E, a distance of 445.83 feet to a calculated point in the east line of the said 82.28 acre tract, same being the west line of that certain called 25.38 acre tract of land, described in the deed to Ching Ruth Hsu and Francis P. Lai, custodian for Nancy N. Lai, of record in Document No. 1997025003, Official Public Records of Williamson County, Texas, and further described in the deeds to Chang 2012 Family Trust (one-half (1/2) undivided interest) of record in Document No. 2012103438, Official Public Records of Williamson County, Texas, and Francis P. Lai (one-half (1/2) undivided interest) of record in Document No. 2012103470, Official Public Records of Williamson County, Texas, for an eastern northeast corner of the tract described herein, from which a 40D nail found in a fence post at the end of a rock wall, at an angle point in the east line of the said 82.28 acre tract bears N 22° 45' 11" W, a distance of 165.33 feet;

THENCE S 22° 45' 11" E, with the east line of the said 82.28 acre tract, same being the west line of the said 25.38 acre tract, and with the east line of the tract described herein, a distance of 25.00 feet to a 1/2-inch iron rod with plastic cap stamped "LOOMIS" previously set, 75.00 feet left of County Road 259 Baseline Station 201+06.69, at an angle point in the existing north right-of-way line of County Road 259, same being the northeast corner of the that certain called 5.509 acre right-of-way dedication to Williamson County, Texas, of record in Document No. 2013002950, Official Public Records of Williamson County, Texas, for the southeast corner of the tract described herein;

THENCE with the north right-of-way line of County Road 259, same being the north line of the said 5.509 acre tract, and re-crossing the said 82.28 acre tract with the south line of the tract described herein, the following two (2) courses and distances:

1. S 67° 46' 55" W, at a distance of 771.19 feet, pass the southeast corner of the said Drainage and Pond Easement Tract 2, at a distance of 795.52, pass the southwest corner of the said Drainage and Pond Easement Tract 2, and continuing for a total distance of 796.04 feet to a 1/2-inch iron rod with plastic cap stamped "LOOMIS" previously set, 74.95 feet left of County Road 259 Baseline Station 193+09.91, for an angle point,

2. S 68° 54' 52" W, a distance of 961.67 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 75.00 feet left of County Road 259 Baseline Station 183+47.50, for the east corner of the proposed County Road 259 ROW Parcel 2, for a point of curvature in the south line of the tract described herein, from which a 1/2-inch iron rod with plastic cap stamped "LOOMIS" previously set, 75.00 feet left of County Road 259 Baseline Station 178+60.30, for an angle point in the north right-

EXHIBIT G

of-way line of County Road 259, same being the north line of the said 5.509 acre tract, bears S 68° 54' 52" W, a distance of 487.20 feet;

THENCE leaving the north right-of-way line of County Road 259 and continuing across the said 82.28 acre tract, with the proposed north right-of-way line of County Road 259 (ROW Parcel 2), and with the south line of the tract described herein, the following five (5) courses and distances:

1. with the arc of a curve to the right, having a radius of 283.00 feet, an arc distance of 46.08 feet and a chord which bears S 73° 34' 46" W, a distance of 46.03 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 78.74 feet left of County Road 259 Baseline Station 183+01.62, for a point of tangency,

2. S 78° 14' 40" W, a distance of 25.06 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 82.61 feet left of County Road 259 Baseline Station 182+76.89, for a point of curvature,

3. with the arc of a curve to the left, having a radius of 317.00 feet, an arc distance of 51.62 feet and a chord which bears S 73° 34' 46" W, a distance of 51.56 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 87.00 feet left of County Road 259 Baseline Station 182+25.50, for a point of tangency,

4. S 68° 54' 52" W, a distance of 356.57 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 87.00 feet left of County Road 259 Baseline Station 178+68.93, for an angle point, and

5. N 66° 03' 51" W, a distance of 42.41 feet to the **POINT OF BEGINNING** and containing 2.8893 acres (125,858 square feet) of land, more or less.

BEARING BASIS: Texas Coordinate System, Central Zone, NAD83, Grid.

BOWMAN WORD FILE: FN1868-R1(gt)

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

That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the months of January through June 2015 under my direction and supervision.

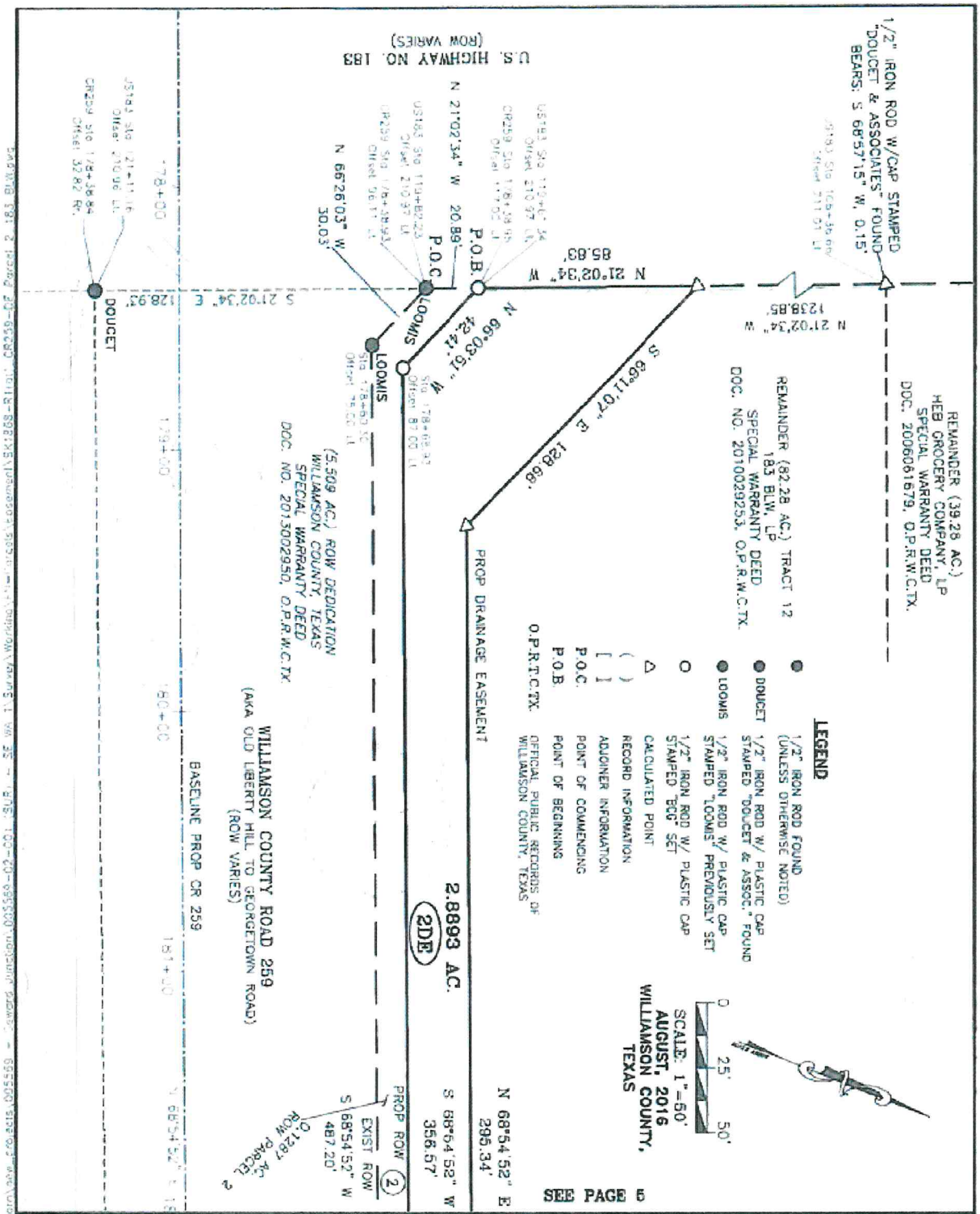
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 24th of August, 2016 A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746



John D. Barnard
Registered Professional Land Surveyor
No. 5749 – State of Texas

EXHIBIT G



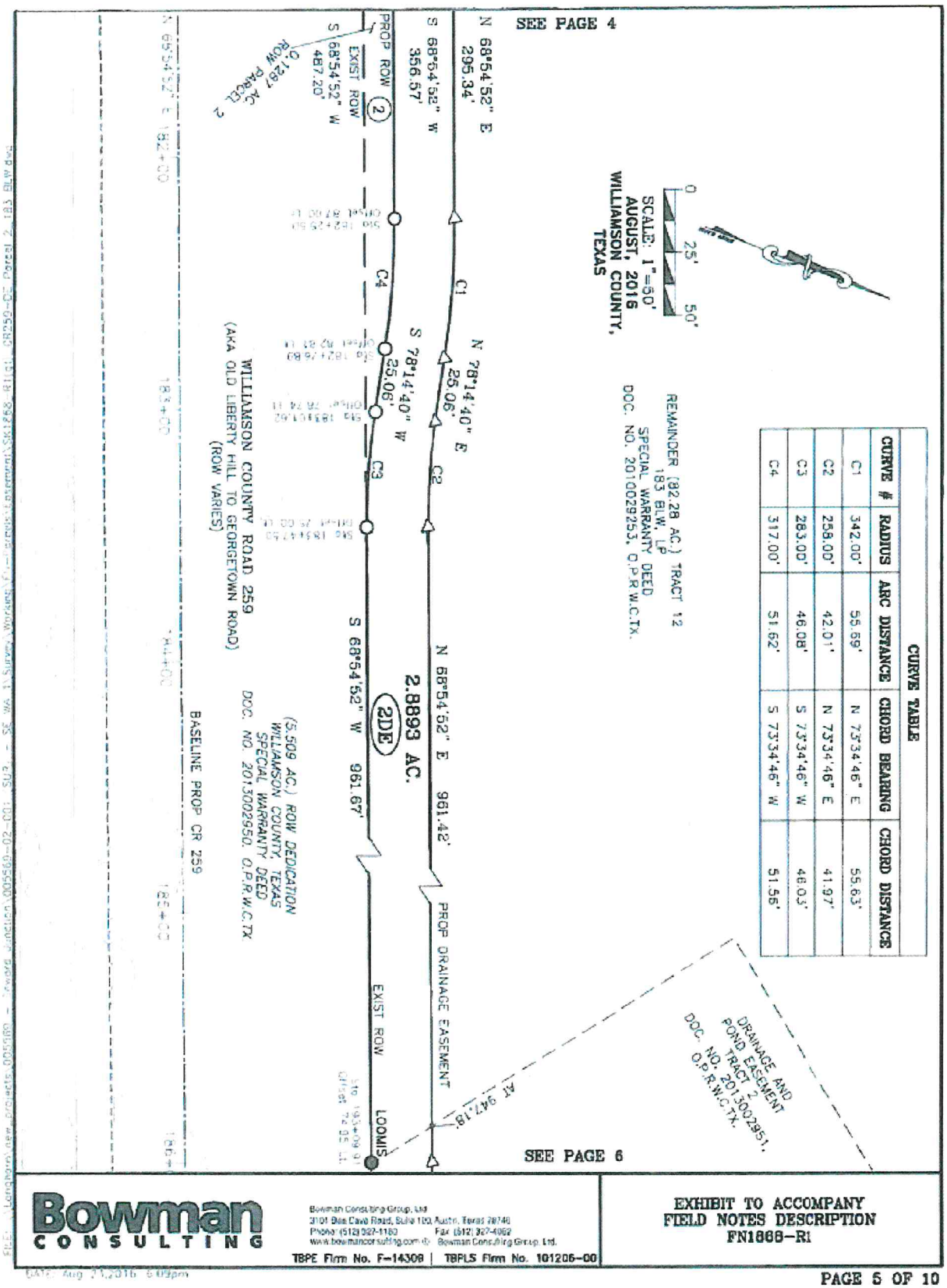
Bowman CONSULTING

Bowman Consulting Group, Ltd.
3101 Bee Cave Road, Suite 100 Austin, Texas 78746
Phone: (512) 327-1180 Fax: (512) 327-4062
www.bowmanconsulting.com © Bowman Consulting Group Ltd
TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00

EXHIBIT TO ACCOMPANY FIELD NOTES DESCRIPTION FN1868-R1

DATE: Aug 23,2016- 6:07pm

EXHIBIT G

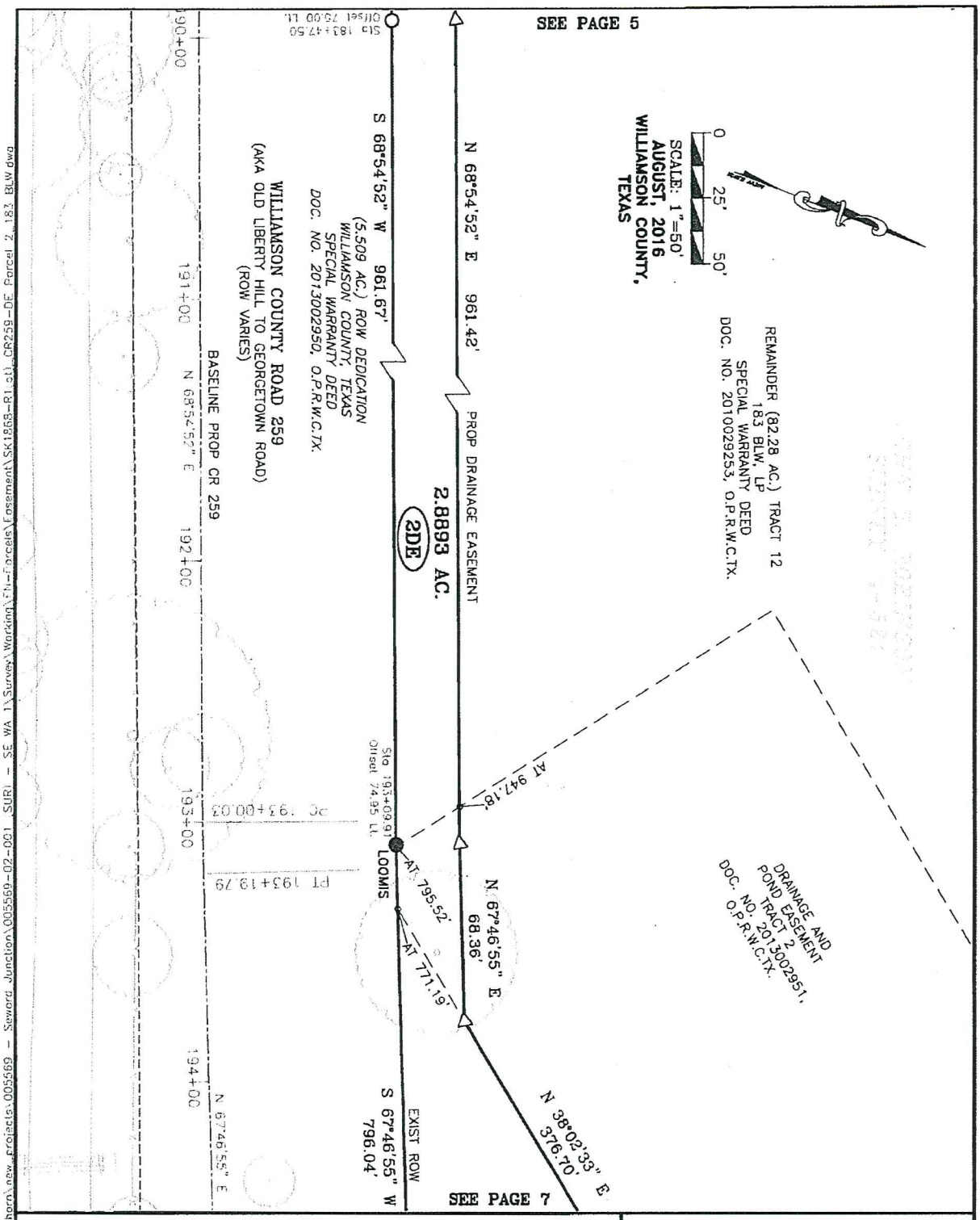


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TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00

EXHIBIT TO ACCOMPANY FIELD NOTES DESCRIPTION FN1868-R1

EXHIBIT G



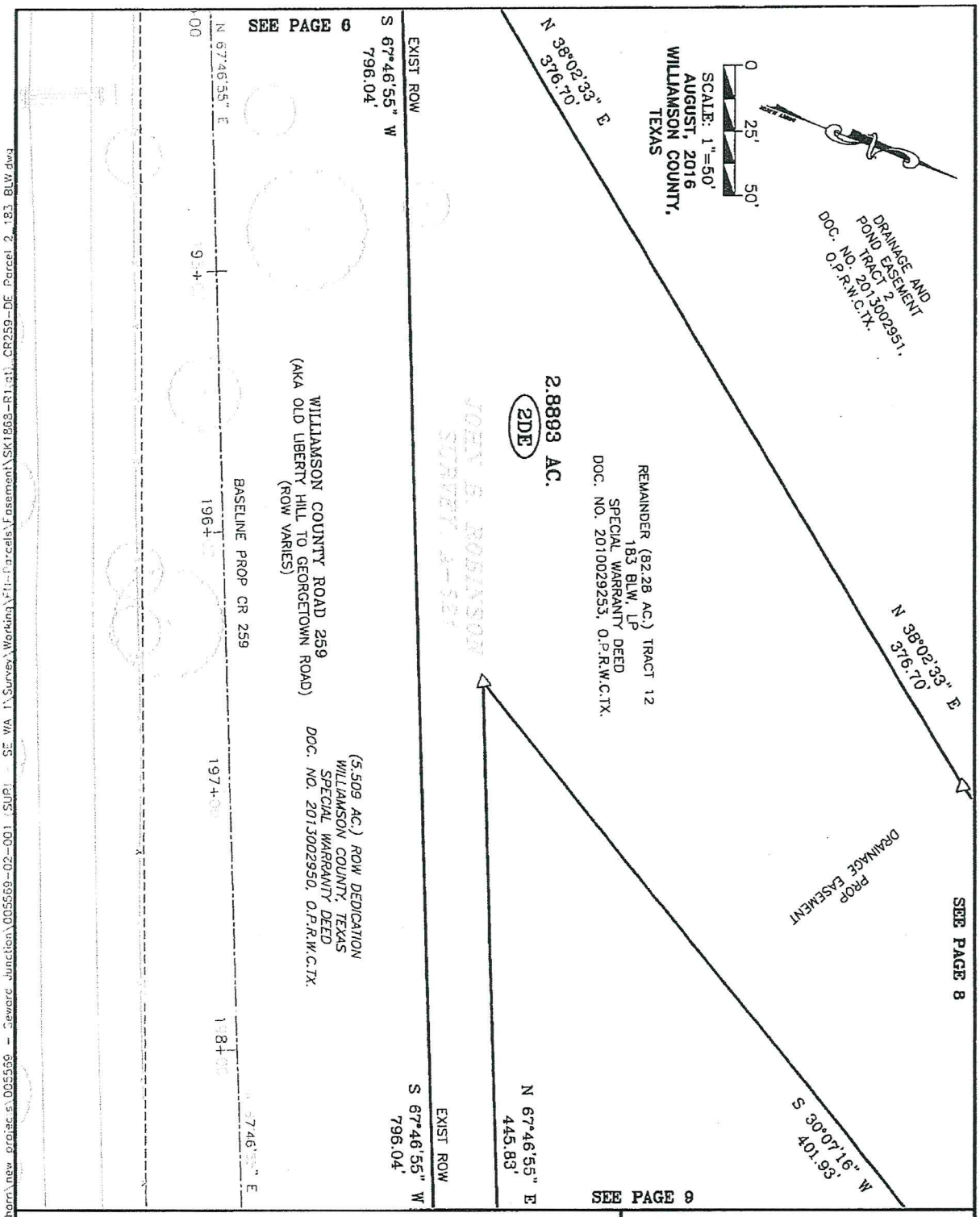
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EXHIBIT TO ACCOMPANY FIELD NOTES DESCRIPTION FN1868-R1

FILE: \\...ongborn\new_projects\005569 - Seward Junction\005569-02-001 SURV - SE WA 1\Survey\Working\In-Parcels\Easement\SK1868-R1.dgn_CR259-DE Parcel 2_183 BLW.dwg
DATE: Aug 23,2016 - 2:11pm

EXHIBIT G



Bowman CONSULTING

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3101 Bee Cave Road, Suite 100, Austin, Texas 78746
Phone: (512) 327-1180 Fax: (512) 327-4062
www.bowmanconsulting.com Bowman Consulting Group, Ltd.

TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00

EXHIBIT TO ACCOMPANY FIELD NOTES DESCRIPTION FN1868-R1

FILE: ...oneborn\new projects\005569 - Seward Junction\005569-02-001 (SUP) - SE WA 1\Survey\Working\Fn-Parcels\Easement\SK1868-R1.dgn, CR259-DE Parcel 2_183 BLW.dwg

DATE: Aug 23,2016-8:13am

Commissioners Court - Regular Session **54.**

Meeting Date: 07/11/2017

N. Mays Contract

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

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Real Estate Contract with KFG Paloma, LLC for right of way needed on the N. Mays Extension project. (Parcel 1)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

KFG Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/06/2017 09:50 AM
Form Started By: Charlie Crossfield		Started On: 07/06/2017 09:39 AM
Final Approval Date: 07/06/2017		

REAL ESTATE CONTRACT

North Mays Right of Way—Parcel 1

THIS REAL ESTATE CONTRACT ("Contract") is made by KFG PALOMA, LLC, a Delaware limited liability company (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

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

> All of that certain 0.026 acre (1,115 Sq. Ft.) tract of land in the David Curry Survey, Abstract No. 130, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 1**);

together with all and singular the rights and appurtenances pertaining exclusively to the property, (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibits "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below. Parcel 1 is out of Seller's land identified as WCAD Parcel No. R086675 (2.842 acres) (said real property, save and except Parcel 1, being referred to in this Contract as the "Remainder Property").

ARTICLE II
PURCHASE PRICE

Purchase Price

2.1. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage to and/or cost to cure for the Remainder Property of Seller as a result of this conveyance and use of the Property for roadway purposes, shall be the sum of SIXTEEN THOUSAND NINE HUNDRED NINETY-SIX and 00/100 Dollars ($16,996.00).

Payment of Purchase Price

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

Special Provisions

2.3. As additional compensation for the acquisition of the Property, and as an obligation which shall survive the Closing of this transaction, Purchaser shall, at its sole expense (1) construct a new driveway connection to the proposed North Mays improvements to be built by Purchaser, and (2) remove the existing driveway located at the corner of Paloma Lane and Mays Street and construct a curb and gutter connection and revegetate the existing driveway area, all in general compliance with the plan, notes, and specifications as shown in Exhibit "B" attached hereto and incorporated herein. The construction of these items shall be done as part of the proposed North Mays improvement project. Purchaser and its representatives shall not block, prohibit, nor prevent use of Seller's existing driveway which shall remain open for use by Seller and the public until such time as the replacement driveway identified herein becomes accessible and operational, unless otherwise agreed in advance in writing with Purchaser.

By execution of this Contract the Seller agrees to allow Purchaser, its contractors and agents to temporarily access the remaining property of Seller solely for the purpose of carrying out the obligations of this Section and as shown on Exhibit "B". Purchaser will use commercially reasonable efforts to coordinate such access with Seller in such a way as to minimize disruption and interruption of the uses of the remaining property retained by Seller including the Amorron Park development.

2.4. Seller, its successors and assigns, shall have the right, at their sole option and by providing notice in writing of the desire to exercise such right, to repurchase the Property from Purchaser, its successors or assigns, for the amount of the Purchase Price in the event that a contract for the construction of the proposed North Mays improvements, including construction of the driveway identified in Exhibit "B" and Section 2.03 above, is not awarded within five (5) years after the Closing Date, or completed within five years and six months after the Closing Date. This agreement shall survive Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

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

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

(2) To the best of the actual knowledge of Seller's representative, Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

ARTICLE V
CLOSING

Closing Date

5.1. The Closing shall be held at the office of Capital Title Company on or before July 31st, 2017 or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.2. At the Closing Seller shall:

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

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

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

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

(a) The boundary and survey exceptions shall be deleted, at Purchaser's expense;

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

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

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

Purchaser's Obligations at Closing

5.3. At the Closing, Purchaser shall:

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

Prorations

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

Closing Costs

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

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

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

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

(4) Attorney's fees of each party shall be paid by each party respectively.

ARTICLE VI
BREACH BY SELLER

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

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $1,500.00 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.6. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

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

Counterparts

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

SELLER:

KFG PALOMA, LLC,
a Delaware limited liability company

By: LARO Properties, L.P.,
a California limited partnership
its Sole Member

By: Elle Properties, Inc.,
a California corporation
its General Partner

NEXT PAGE

By:_____ Address:_____

Its:_____ _____

Date:_____

SELLER:

KFG PALOMA, LLC,
a Delaware limited liability company

By: LARO Properties, L.P.,
a California limited partnership
its Sole Member

By: Elle Properties, Inc.,
a California corporation
its General Partner

By: _____

Its: Vice President

Date: 6/7/2017

Address: 16633 Ventura Blvd #1040
Encino, CA 91436

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

Date: _____

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

EXHIBIT A

County: Williamson
Parcel: 1
Highway: No. Mays Extension

PROPERTY DESCRIPTION FOR PARCEL 1

DESCRIPTION OF A 0.026 ACRE (1,115 SQUARE FOOT) TRACT OF LAND SITUATED IN THE DAVID CURRY SURVEY, ABSTRACT NO. 130 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 2.845 ACRE LOT 6, FIRST RESUBDIVISION OF AMORRON PARK, A SUBDIVISION OF RECORD IN CABINET F, SLIDE 172-173 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, CONVEYED KFG PALOMA, LLC BY INSTRUMENT RECORDED IN DOCUMENT NO. 2015018502 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.026 ACRE (1,115 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a 1/2" iron rod found 91.56 feet left of proposed North Mays Baseline Station 30+74.60, being a point of tangency in the northerly Right-of-Way (ROW) line of Paloma Drive (60' ROW width) as depicted on said AmorRon Park Subdivision, same being in the southerly boundary line of said Lot 6;

THENCE, with said northerly ROW line of Paloma Drive, same being the southerly boundary line of said Lot 6, N 77°09'57" E, for a distance of 35.06 feet to a 1/2" iron rod with aluminum cap stamped "ROW-5050" (Grid Coordinates determined as N=10171019.55, E=3128776.67 (TxSPC Zone 4203) set 56.50 feet left of proposed North Mays Baseline Station 30+74.68, being a point in the proposed westerly ROW line of North Mays Street, for the southwesterly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, departing said northerly ROW line of Paloma Drive, with said proposed westerly ROW line, through the interior of said Lot 6, the following five (5) courses:

1) **N 09°51'29" W** for a distance of **12.06** feet to a 1/2" iron rod with aluminum cap stamped "ROW-5050" set 55.90 feet left of proposed North Mays Baseline Station 30+86.72, for an angle point;

2) **N 00°10'05" W** for a distance of **22.28** feet to a 1/2" iron rod with aluminum cap stamped "ROW-5050" set 51.06 feet left of proposed North Mays Baseline Station 31+08.47, for an angle point;

3) **N 11°41'50" W** for a distance of **84.25** feet to a 1/2" iron rod with aluminum cap stamped "ROW-5050" set 52.08 feet left of proposed North Mays Baseline Station 31+89.52, for an angle point;

4) **N 08°02'06" W** for a distance of **50.16** feet to a 1/2" iron rod with aluminum cap stamped "ROW-5050" set 52.07 feet left of proposed North Mays Baseline Station 32+37.69, for an angle point;

5) **N 10°10'30" W** for a distance of **31.78** feet to a 1/2" iron rod found 54.25 feet left of proposed North Mays Baseline Station 32+68.10, being the northeasterly corner of said Lot 6, same being the southeasterly corner of Lot 2, Resubdivision of Sparks Acres, a subdivision of record in Cabinet E, Slide 16 of the Plat Records of Williamson County, Texas, also being in said westerly boundary line of Lot 1, Final Plat of Tellabs Subdivision, a subdivision of record in Cabinet T, Slide 141-143 of the Plat Records of Williamson County, Texas, for an angle point in said proposed westerly ROW line and the northerly corner of the herein described tract;

6) **THENCE,** departing said proposed westerly ROW line, with the common boundary line of said Lot 6 and said Lot 1, **S 12°50'18" E** for a distance of **199.75** feet to a 1/2" iron rod found 43.63 feet left of proposed North Mays Baseline Station 30+74.70, in said northerly ROW line of Paloma Drive, being the southeasterly corner of said Lot 6, same being an ell corner in said westerly boundary line of Lot 1, for the southeasterly corner of the herein described tract, and from which a 1/2" iron rod found, being the intersection of said northerly ROW line of Paloma Drive and the easterly ROW line of Tellabs Drive as depicted on said AmorRon Park Subdivision (now North Mays Street), also being an ell corner in said westerly boundary line of Lot 1, bears N 77°09'57" E, at a distance of 79.79 feet;

7) **THENCE,** departing said Lot 1, with the southerly boundary line of said Lot 6, same being said northerly ROW line of Paloma Drive, **S 77°09'57" W,** for a distance of **12.87** feet to the **POINT OF BEGINNING,** containing 0.026 acres (1,115 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, Lawrence M. Russo, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

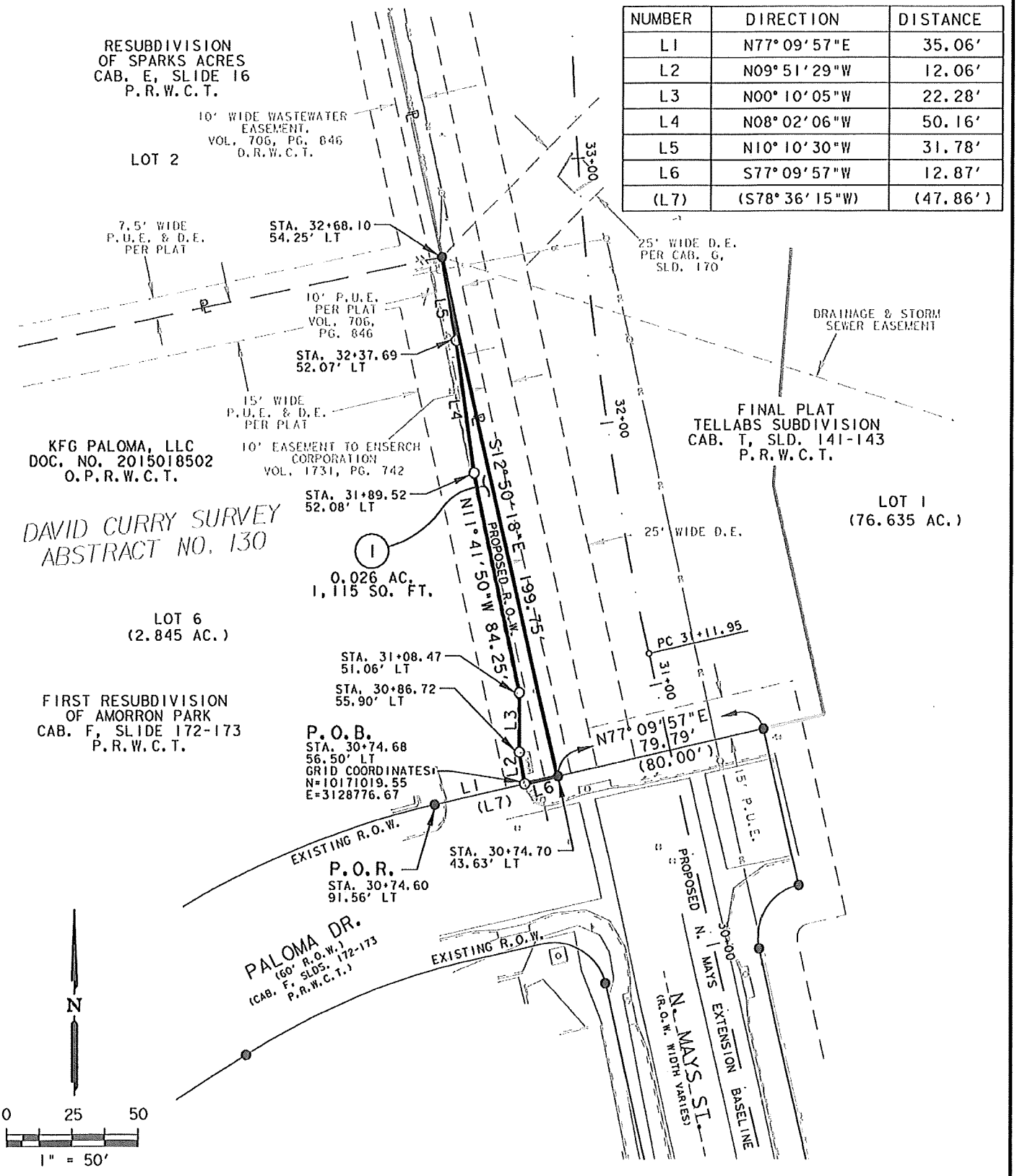
WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Lawrence M. Russo — 05/02/2017
Lawrence M. Russo — Date
Registered Professional Land Surveyor No. 5050
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681



EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NUMBER	DIRECTION	DISTANCE
L1	N77°09'57"E	35.06'
L2	N09°51'29"W	12.06'
L3	N00°10'05"W	22.28'
L4	N08°02'06"W	50.16'
L5	N10°10'30"W	31.78'
L6	S77°09'57"W	12.87'
(L7)	(S78°36'15"W)	(47.86')

INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

KFG PALOMA, LLC

SCALE	PROJECT	COUNTY
1" = 50'	N. MAYS EXTENSION	WILLIAMSON

PARCEL 1

S:\LJA\MAYS EXT\PARCELS\PARCEL 1 KFG PALOMA-LOT 6 AMORRON PARK\REV\KFG-PALOMA-042717-REV.dgn

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND
✱	FENCE CORNER POST FOUND
●	½" IRON ROD FOUND UNLESS NOTED
⊙	½" IRON ROD FOUND W/PLASTIC CAP
✪	COTTON GIN SPINDLE FOUND
◎	½" IRON PIPE FOUND UNLESS NOTED
×	X CUT FOUND
▲	60/D NAIL FOUND
△	CALCULATED POINT
○	½" IRON ROD W/ ALUMINUM CAP STAMPED "ROW-5050" SET (UNLESS NOTED OTHERWISE)

℄	CENTER LINE
℞	PROPERTY LINE
( )	RECORD INFORMATION
—/\/—	LINE BREAK
⌇	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 17-293896-GT, ISSUED BY FIRST NATIONAL TITLE INSURANCE COMPANY, EFFECTIVE DATE FEBRUARY 27, 2017, ISSUE DATE MARCH 3, 2017.

I. RESTRICTIVE COVENANTS: CABINET F, SLIDES 172-173, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

10G. FIFTEEN FOOT (15') PUBLIC UTILITY EASEMENT AND DRAINAGE EASEMENT ALONG THE EAST PROPERTY LINE(S) RECORDED IN CABINET F, SIDES 172-173, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

H. EASEMENT TO BJ-HUGHES, INC., RECORDED IN VOLUME 706, PAGE 846, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AS SHOWN ON SAID PLAT RECORDED IN CABINET F, SLIDES 172-173, AFFECTS AS SHOWN.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

STATE OF TEXAS
REGISTERED
LAWRENCE M. RUSSO
5050
PROFESSIONAL
LAND SURVEYOR

Lawrence M. Russo 05/02/2017

LAWRENCE M. RUSSO DATE:
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

	ACRES	SQUARE FEET
ACQUISITION	0.026	1,115
CALC/DEED AREA	2.845	123,928
REMAINDER AREA	2.819	122,813

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

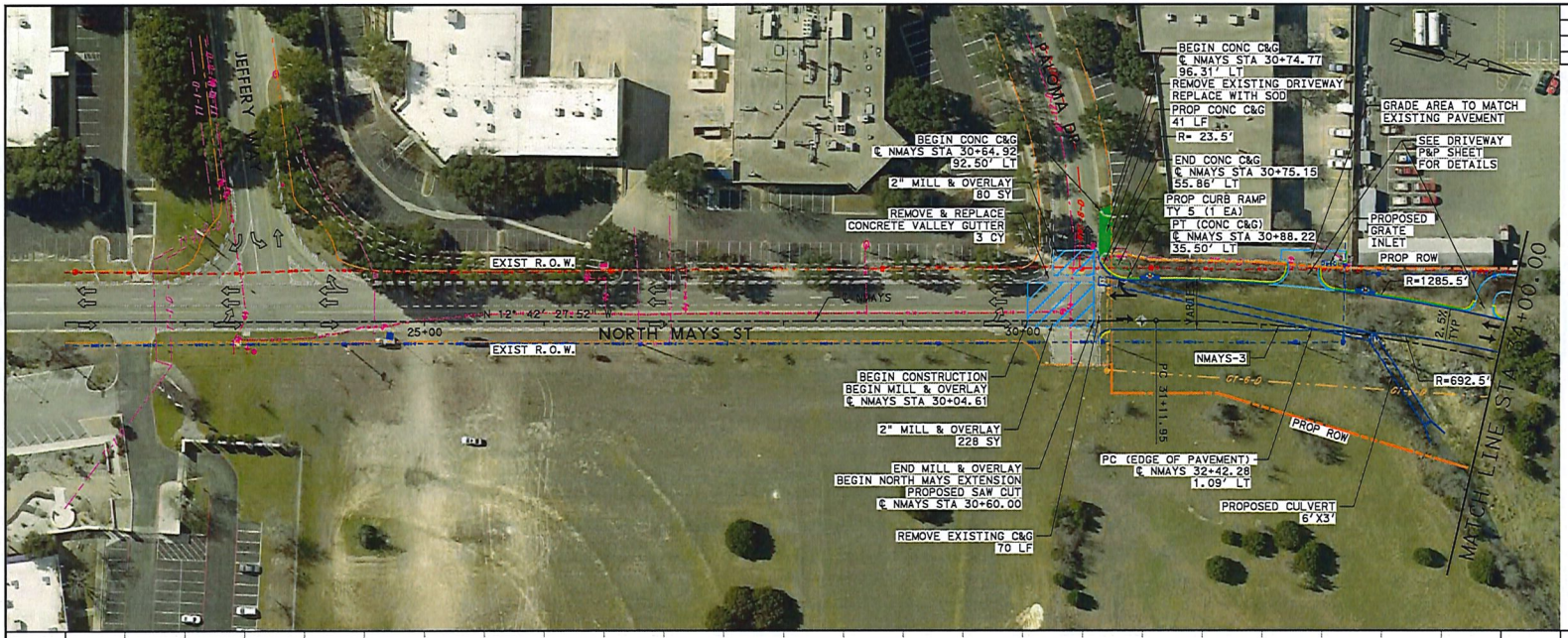
KFG PALOMA, LLC

SCALE	PROJECT	COUNTY
1" = 50'	N. MAYS EXTENSION	WILLIAMSON

PARCEL 1

S:*LJA\NMAYS EXT\PARCELS\PARCEL 1 KFG PALOMA-LOT 6 AMORRON PARK\REV\KFG-PALOMA-042717-REV.dgn

EXHIBIT "B"



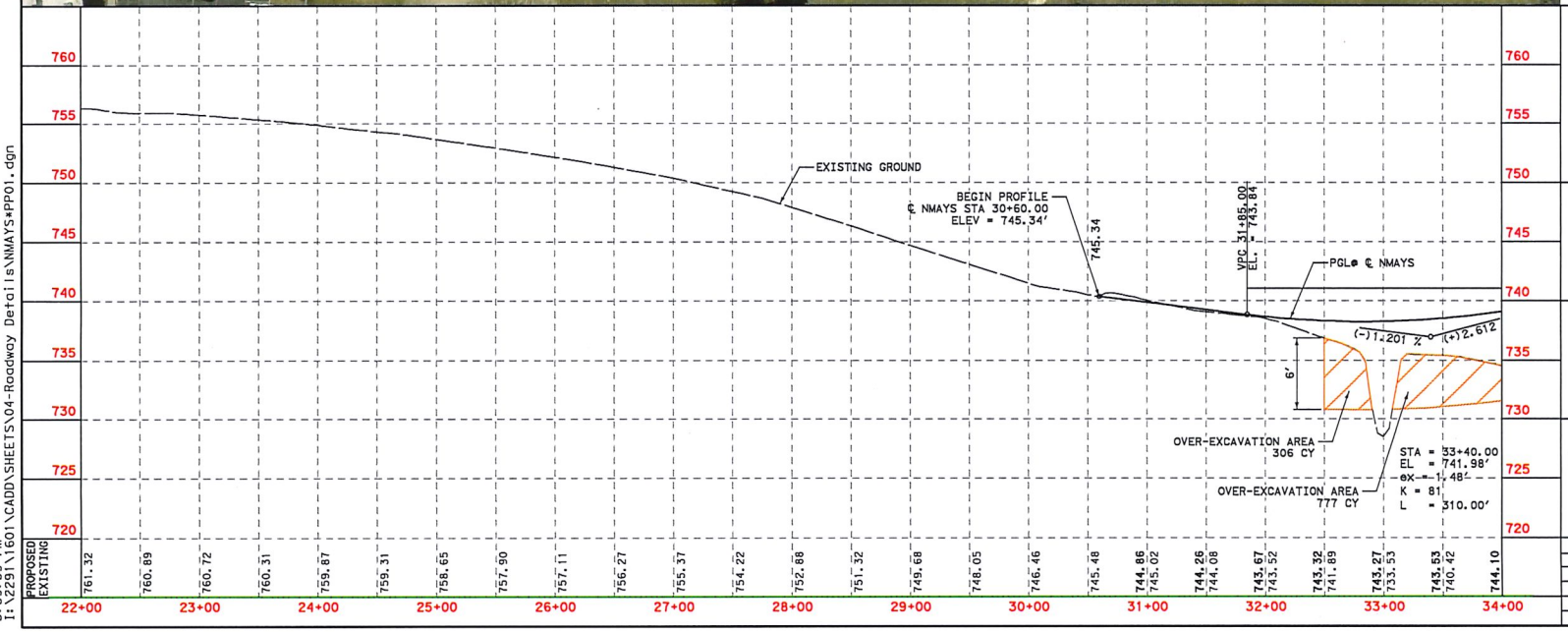
NUMBER	DATE	REVISION	APPROVED

LEGEND

- NMAYS-1 — CURVE ID
- TRAFFIC FLOW
- EXISTING ROW
- PROPOSED ROW
- EXISTING EASEMENT
- 2" MILL & OVERLAY
- REMOVE & REPLACE VALLEY GUTTER
- REMOVAL
- BORE HOLE

NOTES:
1. DIMENSIONS TO CURB ARE SHOWN TO THE FRONT FACE UNLESS OTHERWISE NOTED.
2. REFER TO HORIZONTAL ALIGNMENT DATA SHEETS FOR CURVE DATA AND ALIGNMENT INFORMATION.
3. SEE INTERSECTION LAYOUTS FOR MORE INFORMATION
4. SEE DRIVEWAY DETAIL SHEET FOR PAVEMENT INFORMATION.
5. ALL UPSTREAM CURB WILL USE 10' TRANSITION. SEE ROADWAY DETAILS SHEET FOR CURB TRANSITION INFORMATION.

0' 25' 50' 100'
SCALE: 1"=100'- HORZ
1"=10' - VERT



STATE OF TEXAS
ZACHARY B. RYAN
106276
LICENSED
PROFESSIONAL ENGINEER
5/25/2017

WILLIAMSON COUNTY
1848

LJA Engineering, Inc.
FRN-F-1386

NORTH MAYS EXTENSION
ROADWAY PLAN & PROFILE

BEGIN TO STATION 34+00
1"=100'
1"=10'
SHEET 1 OF 6

DESIGN	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	SHEET NO.
	6		38
DRAWN	STATE	DIST. NO.	COUNTY
	TX	AUS	WILLIAMSON
CHECK	CONTROL	SECTION	JOB / HIGHWAY NO.

5/25/2017
3:59:59 PM
I:\2291\1601\CADD\SHEETS\04-Roadway Details\NMAYS*PP01.dgn

EXHIBIT "C"

Parcel 1

SPECIAL WARRANTY DEED
North Mays Street Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That KFG PALOMA, LLC, a Delaware limited liability company, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain 0.026 acre (1,115 Sq. Ft.) tract of land in the David Curry Survey, Abstract No. 130, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 1**)

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

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

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

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas/City of Round Rock, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through or under Grantor but not otherwise.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of_____, 2017.

[signature \ page follows]

GRANTOR:

KFG PALOMA, LLC,
a Delaware limited liability company

By: LARO Properties, L.P.,
a California limited partnership
its Sole Member

By: Elle Properties, Inc.,
a California corporation
its General Partner

By: _____
Aleks Bahar
Its: Vice President

Date: 6/7/2017

ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2017 by _____, in the capacity and for the purposes and consideration recited therein.

DEL attached

_____
Notary Public, State of _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On 06-07-2017 before me, Vanessa Carrion, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Aleksandre Baharlo
Name(s) of Signer(s)

,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

VANESSA CARRION
Commission # 2034049
Notary Public - California
Los Angeles County
My Comm. Expires Jul 26, 2017

Signature
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Real Estate Contract KFG Paloma Document Date: 6/7/17

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Aleks Baharlo	Signer's Name: _____
☒ Corporate Officer — Title(s): Vice President	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **55.**

Meeting Date: 07/11/2017

Assignment of Real Estate Contract

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

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Assignment of Real Estate Contract with Pioneers LLC for 3.190 acres at the intersection of CR 138 and SH 130 for proposed future A-1 Corridor right of way.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Graner Assignment of RE Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/06/2017 10:13 AM
Form Started By: Charlie Crossfield		Started On: 07/06/2017 09:44 AM
Final Approval Date: 07/06/2017		

ASSIGNMENT OF REAL ESTATE CONTRACT

THIS AGREEMENT, made and entered into this _____ **day of** _____, **2017**, by and between PIONEERS LLC (hereinafter referred to as "Assignor"), and COUNTY OF WILLIAMSON, TEXAS (hereinafter referred to as "Assignee");

RECITALS

1. Pursuant to a certain Real Estate Sale Contract, effective April 3rd, 2017, between Assignor, as Buyer, and **GRANER INVESTMENTS, L.P.**, as Seller, as amended (said agreement being hereinafter referred to as the "Contract"), Assignor acquired certain rights to purchase certain real property located in the **City of Pflugerville, Williamson County, Texas**, and being more particularly described in the Contract;

2. Assignor desires to assign such rights and to delegate its obligations under the Contract to Assignee and Assignee desires to accept such assignment and to assume such delegated obligations;

NOW, THEREFORE, in consideration of the sum of Fifty-Two Thousand and No/100 Dollars ($52,000.00), Fifty Thousand representing Assignor's Earnest Money and Two Thousand representing Assignor's accrued development costs, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. ASSIGNMENT OF CONTRACT.

Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Contract, and Assignor hereby delegates to Assignee all of Assignor's duties and obligations under the Contract. Assignee hereby expressly accepts all right, title and interest of Assignor in and to the Contract and hereby agrees to perform, discharge and fulfill all of such duties and obligations of Assignor under the Contract.

2. CLOSING COSTS.

All closing costs associated with this transaction and its consummation shall be the responsibility of Assignee, including, but not limited to, the costs of any title search performed.

3. FIRST REFUSAL.

Simultaneously with the execution of this Assignment, it is further agreed that Assignee, its successors and/or assigns, shall enter into a Right of First Refusal Agreement in favor of Assignor in the form attached hereto as Exhibit "A", and Assignor and Assignee shall execute a Memorandum of Right of First Refusal in the form as shown in Exhibit "B", and which shall be recorded by Assignee in the Official Records of Williamson County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or have caused the same to be executed and sealed by their authorized representatives the day and year first above written.

ASSIGNOR:

PIONEERS LLC
By: Pioneers Holding LLC, its Manager

By: _____
Managing Member
6/29/17

ASSIGNEE:

WILLIAMSON COUNTY, TEXAS

By: _____

ACKNOWLEDGED:

GRANER INVESTMENTS, L.P.

By: _____
Its: General Partner
Jun 26, 2017

DC 6.23.17

RIGHT OF FIRST REFUSAL AGREEMENT

THIS RIGHT OF FIRST REFUSAL AGREEMENT ("Agreement") is entered into as of the ___ day of _____, 2017, by WILLIAMSON COUNTY, TEXAS, a Texas political subdivision ("County"), to PIONEERS, LLC, a Minnesota limited liability company ("Pioneers").

1. **Grant; Description of Property**. For valuable consideration, and subject to the conditions set forth below, County hereby grants to Pioneers the right of first refusal with respect to the following real property (the "Property") as set forth in the Real Estate Sale Contract attached hereto as Exhibit "A" (the "Contract"), entered into by Pioneers, as buyer, and Granter Investments, L.P., as seller, and assigned to County by Pioneers by the Assignment attached hereto as Exhibit "B" (the "Assignment"):

   Approximately 138,999 +/- square feet of land located at the northeast corner of the existing Williamson County Road 138 right-of-way in the City of Pflugerville, Williamson County, Texas, having approximately 343 +/- feet of frontage along Williamson County Road 138 and 643 +/- feet of frontage along Texas Highway 130, along with all of Graner Investments, L.P.'s right, title and interest in and to any portion of the streets adjacent thereto commonly known as Williamson County Road 138 and Texas Highway 130 and any property owned by Graner Investments, L.P. between the Property and such streets, being more particularly described in Exhibit "C".

2. **Notice**. If at any time or times during the term of this right of first refusal, County determines it will not put the Property to public use and desires to offer the Property for sale and invite offers for purchase, then County shall notify Pioneers within ten (10) days of making such a determination and shall, upon entering into a binding contract with a third party to sell the Property, provide a copy of the third party contract (the "Third Party Contract") and a notice of the offer of first refusal to Pioneers ("Notice").

3. **Exercise by Pioneers**. Pioneers shall have a period of 30 days after receiving such Notice within which to notify County that Pioneers elects to purchase the Property on the terms contained in the Third Party Contract. Any such notice from Pioneers shall be accompanied by any earnest money required by the Third Party Contract, which shall then constitute a contract between County and Pioneers even though neither has signed it.

4. **Waiver by Pioneers**. If Pioneers does not notify County within the 30-day period mentioned in the preceding paragraph of Pioneers' election to purchase such Property, County shall be free to sell or otherwise dispose of the Property pursuant to the terms of the Third Party Contract, and Pioneers shall upon request execute and deliver an instrument in recordable form appropriate to evidence Pioneers' relinquishment of its rights under this instrument with respect to such transaction. Notwithstanding the foregoing, Pioneers' failure to exercise its right of first refusal on any offer shall not be a waiver of its right of first refusal on any subsequent sale.

5. **Term**. The term of this right of first refusal shall extend for 20 years from the date hereof.

6. **Notices**. Any notice required or permitted to be given under this right of first refusal shall be in writing and shall be deemed given upon personal delivery or on the second business day after mailing by registered or certified United States mail, postage prepaid, to the appropriate party at its address stated below:

COUNTY:

Williamson County
Attn: County Judge
710 S. Main St.
Georgetown, Texas 78626

PIONEERS:

Pioneers, LLC
Attn: A.J. Smith
1 Chisholm Trail Road, Suite 450
Round Rock, Texas 78681

Either party may change its address for notices by notice to the other party as provided above.

7. **Binding Effect**. The provisions of this instrument shall bind and benefit County and Pioneers and their respective heirs, successors and assigns.

8. **Memorandum**. County and Pioneers shall execute a Memorandum of Right of First Refusal memorializing the terms of this Agreement, which shall be recorded in the Official Records of Williamson County.

IN WITNESS WHEREOF, County and Pioneers has executed this right of first refusal on the date set forth in its acknowledgement, intending it to take effect as of the date first mentioned above.

[signatures follow]

WILLIAMSON COUNTY, TEXAS

By:_____
Dan A. Gattis, County Judge

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the _____ day of _____, 2017 by Dan A. Gattis, County Judge, in the capacity and for the purposes and consideration therein expressed.

_____
Notary Public, State of Texas

PIONEERS, LLC

By: Pioneers Holding LLC
its Manager

By:_____

Name:_____

Its:_____

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on this the _____ day of _____2017, by _____, in the capacity and for the purposes and consideration therein expressed.

_____
Notary Public, State of Texas

Exhibit B

MEMORANDUM OF RIGHT OF FIRST REFUSAL

DATE: _____, 2017

SELLER: Graner Investments, L.P.

SELLER'S MAILING ADDRESS: 1112 W. 9th Street, Austin, TX 78703

BUYER/ASSIGNOR: PIONEERS LLC, a Minnesota limited liability company

ASSIGNOR'S MAILING ADDRESS: 1 Chisholm Trail Road, Suite 450, Round Rock TX 78681

BUYER/ASSIGNEE: County of Williamson, Texas

ASSIGNEE'S MAILING ADDRESS: 710 Main Street, Suite 101, Georgetown, TX 78626

PROPERTY: All of that certain _____ acre (_____ square foot) tract of land in the _____ Survey, Abstract No. _____, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, subject to the terms, covenants, and conditions of the Right of First Refusal Agreement of even date herewith executed by Seller and Buyer (the "Agreement"), in the event that Assignee shall receive any bona fide written offer for the purchase of the Property which Seller is ready and willing to accept, then Assignor shall have the first right to purchase the Property for the price and upon the same terms and conditions as shall be contained in the Agreement.

This Memorandum constitutes notice of the existence of the Agreement and the right created thereby. Information concerning the Agreement may be obtained from Seller or Buyer at the addresses provided above.

[signatures follow]

ASSIGNOR:

PIONEERS LLC
By: Pioneers Holding LLC, its Manager

By: _____

Managing Member

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on this the _____ day of _____2017, by _____, in the capacity and for the purposes and consideration therein expressed.

_____

Notary Public, State of _____

ASSIGNEE:

WILLIAMSON COUNTY, TEXAS

By:_____
Dan A. Gattis, County Judge

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the _____ day of _____, 2017 by Dan A. Gattis, County Judge, in the capacity and for the purposes and consideration therein expressed.

_____
Notary Public, State of Texas

Commissioners Court - Regular Session **56.**

Meeting Date: 07/11/2017

Second Amendment to RE Contract

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

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Second Amendment to Real Estate Contract for 3.190 Acres located at the intersection of CR 138 and SH 130 for future proposed A-1 Corridor right of way.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Graner Second Amendment to RE Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/06/2017 10:13 AM
Form Started By: Charlie Crossfield		Started On: 07/06/2017 10:09 AM
Final Approval Date: 07/06/2017		

SECOND AMENDMENT
TO REAL ESTATE SALE CONTRACT

This Second Amendment to Real Estate Sale Contract is entered into effective the date it is last executed, between GRANER INVESTMENTS, L.P., a Texas limited partnership ("Seller"), and PIONEERS LLC, a Minnesota limited liability company, or assigns ("Buyer"), and COUNTY OF WILLIAMSON, TEXAS ("Assignee").

The parties entered into a Real Estate Sale Contract dated effective the 3rd day of April, 2017, and as amended on the ___ of June, 2017, (the "Contract"). Buyer has subsequently assigned its interest in the Contract to Assignee. The parties now desire to amend such Contract and in consideration of the mutual agreements herein contained, it is agreed as follows:

1. Closing Date. Section 5 of the Contract shall be replaced in its entirety with the following: The closing of this Contract ("Closing") shall take place at the offices of the Escrow Agent on or before September 14th, 2017, or as otherwise agreed to between the parties. Seller shall deliver possession of the Property at Closing.

2. Prorations. Section 7 of the Contract shall be replaced in its entirety with the following: The rents, income and expenses from the Property shall be prorated between Seller and Buyer as of the date of Closing. Seller shall pay, in full, all tax liens, including, without limitation, all farm use and/or rollback taxes, special assessments, and material and/or workman liens against the Property upon the date of Closing, whether or not any such lien or special assessment is payable installments. Seller shall pay, in full, all transfer taxes due to the state upon the date of Closing. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. The obligations imposed by this paragraph shall survive Closing.

3. Inspection Period. The second full paragraph of Section 10 of the Contract is deleted and replaced with the following:

   Beginning on the Effective Date of this Contract and continuing until August 30th, 2017, as may be extended by agreement of the parties, (referred to herein as the "Inspection Period"), Buyer and its agents, at Buyer's sole cost and expense, shall have the right to enter the Property to inspect the Property and perform and/or obtain any tests, surveys, studies and assessments, including, but not limited to, a Phase I and Phase II Environmental Assessment involving soil and ground water borings and/or excavations as determined necessary by Buyer. Seller agrees to reasonably cooperate with Buyer, at no cost or expense to Seller, regarding Buyer's inspection of the Property, including, but not limited to, executing any disposal manifests or other documents related to the environmental testing performed by Buyer. In the event Buyer determines during the Inspection Period that the Property is not suitable for Buyer's intended use due to the presence of any Environmental Matters, Buyer may elect to terminate this Contract by delivering written notice to Seller and Escrow

Agent on or prior to the date of expiration of the Inspection Period. If this Contract is terminated, the Earnest Money shall be distributed pursuant to the provisions of paragraph 17, and neither party shall have any further obligations hereunder. In the absence of such termination notice, this inspection condition shall be deemed satisfied, and Buyer shall be deemed to be thoroughly acquainted and satisfied with the physical condition of the Property upon Closing. Buyer agrees to repair any damage to the Property arising from these inspections and to indemnify, defend and hold Seller harmless from and against all claims, costs, demands and expenses, including without limitation, reasonable attorneys' fees, court costs and other legal expenses, resulting from these inspections, provided, in no event shall the Buyer have any liability to Seller for any diminution in the value of the Property resulting from any defect, environmental conditions or property conditions discovered by the Buyer in its examinations described in this paragraph. Buyer's obligations imposed by this paragraph shall survive termination of this Contract for a period of one (1) year.

4. Assignment. Section 23(d) of the Contract is deleted in its entirety and replaced with the following: "Buyer may assign this Contract to the County of Williamson, Texas. Seller agrees to relieve Pioneers of any and all liabilities with regards to this Contract in the event the Contract is assigned to the County of Williamson, Texas."

5. Median Break Access. Paragraph 23(h) is deleted in its entirety.

In all other respects, the Contract is hereby ratified and confirmed.

APPROVED BY SELLER: This 30 day of June, 2017.

GRANER INVESTMENTS, LP

By _____
General Partner

APPROVED BY BUYER: This 29 day of June, 2017.

PIONEERS LLC
By Pioneers Holding LLC
Its Manager

By: _____
Karen Gardner (Name)
Managing Member (Title)

APPROVED BY ASSIGNEE: This _____ day of _____, 2017.

COUNTY OF WILLIAMSON, TEXAS

By: _____

Dan A. Gattis, County Judge

Commissioners Court - Regular Session **57.**

Meeting Date: 07/11/2017

OSSF Set Hearing

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

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any appropriate action to set a public hearing on August 1, 2017 at 10:00 AM in the Williamson County Commissioners Courtroom pursuant to Texas Health and Safety Code Chapter 366 and Texas Administrative Code §285.10 regarding an Order Adopting Rules of Williamson County, Texas for On-Site Sewage Facilities, including authorization for publication in a local newspaper for notice to the public.

Background

Pursuant to Texas Health and Safety Code Chapter 366 and Texas Administrative Code §285.10:

A local governmental entity shall hold a public meeting to discuss the proposed order, ordinance, or resolution.

(A) The local governmental entity shall publish notice of a public meeting that will be held to discuss the adoption of the proposed order, ordinance, or resolution. The notice must be published in a regularly published newspaper of general circulation in the entity's area of jurisdiction.
(B) The public notice shall include the time, date, and location of the public meeting.
(C) The public notice shall be published at least 72 hours before the public meeting, but not more than 30 days before the meeting.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proposed OSSF Order

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/23/2017 10:19 AM
Form Started By: Hal Hawes		Started On: 06/23/2017 09:39 AM
Final Approval Date: 06/23/2017		

COUNTY OF WILLIAMSON §
§
STATE OF TEXAS §

AFFIDAVIT

Before me, the undersigned authority, personally appeared who, being by me duly sworn, deposed as follows:

My name is Nancy E. Rister, I am of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

I am the custodian of the records of the County Clerk's Office for the County of Williamson, Texas. Attached hereto are _____ (_____) pages of records known as Order Adopting Rules of Williamson County, Texas for On-Site Sewage Facilities. The records are kept by me as County Clerk, County of Williamson, Texas, in the regular course of business with knowledge of the act, event, condition, opinion, or diagnosis, recorded to make the record or to transmit information thereof to be included in such record; and the record was made at or near the time or reasonably soon thereafter. The record attached hereto is the original or exact duplicate of the official record.

_____

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared Nancy E. Rister, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2017.

(SEAL)

_____
Notary Public - State of Texas
My commission expires: _____

ORDER ADOPTING RULES OF WILLIAMSON COUNTY, TEXAS FOR ON-SITE SEWAGE FACILITIES

PREAMBLE

WHEREAS, the Texas Commission on Environmental Quality (TCEQ) has established Rules for on-site sewage facilities to provide the citizens of this State with adequate public health protection and a minimum of environmental pollution; and

WHEREAS, the Legislature has enacted legislation, codified as Texas Health and Safety Code (THSC), Chapter 366, which authorizes a local government to regulate the use of on-site sewage facilities in its jurisdiction in order to abate or prevent pollution or injury to public health arising out of the use of on-site sewage facilities; and

WHEREAS, due notice was given of a public meeting to determine whether the Commissioners Court of Williamson County, Texas should enact an order controlling or prohibiting the installation or use of on-site sewage facilities in the County of Williamson, Texas; and

WHEREAS, the Commissioners Court of Williamson County, Texas finds that the Edwards Aquifer is a vital source of drinking water for residents of Williamson County and the Edwards Aquifer has been identified as being susceptible to groundwater pollution; and

WHEREAS, the Commissioners Court of Williamson County, Texas finds that the use of on-site sewage facilities in Williamson County, Texas is causing or may cause pollution, and is injuring or may injure the public health; and

WHEREAS, the Commissioners Court of Williamson County, Texas has considered the matter and deems it appropriate to enact an Order adopting Rules regulating on-site sewage facilities to abate or prevent pollution, or injury to public health in Williamson County, Texas.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS:

SECTION 1. THAT the matters and facts recited in the preamble hereof are hereby found and determined to be true and correct;

SECTION 2. THAT the use of on-site sewage facilities in Williamson County, Texas is causing or may cause pollution or is injuring or may injure the public health;

SECTION 3. THAT an Order for Williamson County, Texas entitled "Order Adopting Rules of Williamson County, Texas for On-Site Sewage Facilities", be adopted as follows:

SECTION 4. CONFLICTS.

This Order repeals and replaces any other On-Site Sewage Facility (OSSF) Order for Williamson County, Texas.

SECTION 5. ON-SITE SEWAGE FACILITY REGULATION AND ENFORCEMENT

The County of Williamson, Texas clearly understands that there are technical criteria, legal requirements, and administrative procedures and duties associated with regulating on-site sewage facilities, and will fully enforce Chapter 366 of the THSC and Chapters 7 and 37 of the Texas Water Code (TWC), and associated rules referenced in Section 8 of this Order (the "Rules").

SECTION 6. AREA OF JURISDICTION.

The Rules shall apply to all the areas lying within Williamson County, Texas, except for areas regulated under an existing Order, Ordinance or Resolution.

SECTION 7. ON-SITE SEWAGE FACILITY RULES.

Any permit issued for an on-site sewage facility within the jurisdictional area of Williamson County, Texas must comply with the Rules adopted in Section 8 of this Order.

SECTION 8. ON-SITE SEWAGE FACILITY RULES ADOPTED.

The Rules, Title 30 Texas Administrative Code (TAC) Chapter 30, Subchapters A and G, and Chapter 285, promulgated by the TCEQ for on-site sewage facilities are hereby adopted, and all officials and employees of Williamson County, Texas having duties under said Rules are authorized to perform such duties as are required of them under said Rules.

SECTION 9. INCORPORATION BY REFERENCE.

The Rules, 30 TAC Chapter 30, Subchapters A and G, and Chapter 285 and all future amendments and revisions thereto are incorporated by reference and are thus made a part of these Rules.

SECTION 10. AMENDMENTS.

The County of Williamson, Texas wishing to adopt more stringent Rules for its OSSF Order understands that the more stringent local Rule shall take precedence over the corresponding TCEQ requirement. Listed below are the more stringent Rules adopted by Williamson County, Texas (the "County"):

(A) DEFINITIONS

1. Bedroom – A living area which has privacy by a door and has a built-in closet.
2. Kitchen – An area used for food preparation which has any of the following: a range, a full size refrigerator or a dishwasher.
3. Living unit – A structure is considered a living unit in which any of the following exists: the structure has more than one bedroom, or has a kitchen, or is larger than 1,000 square feet, or has a laundry facility, or has separate electrical or water meter. Structures used for storage, animal sheltering or vehicles are not considered a secondary living structure for the purpose of these rules.

(B) RULE CONTROLLING SEWAGE DISCHARGES

After September 27, 1999, each new or altered single family dwelling, multi-family dwelling, business, commercial, or industrial structure, regardless of the size or acreage of the tract of land on which the dwelling or structure is located, must be connected to an approved On-Site Sewage Facility ("OSSF") or be connected to an authorized wastewater disposal system. Tracts of land that are ten acres or larger are not exempted and must comply with these Rules.

(C) LICENSING OF ON-SITE SEWAGE FACILITIES

No person, except the person owning or having the right of possession and use of the parcel of land upon which a proposed OSSF is to be located, may apply for an OSSF permit to construct unless written authorization from such person is provided to the County.

1. The license application shall automatically expire if the OSSF is not completed within one year from the date of application. An application may be extended for up to one additional year from "authorization to construct" date with a written request before the expiration date and payment of the appropriate fee.
2. The County shall inspect the installation of the OSSF facility as deemed necessary for verification of compliance with these and State Rules.
3. Unless otherwise excepted upon issuance, the license shall be valid and continue in force until the license is canceled or revised and the license shall be transferable if the property is sold.

(D) REQUIREMENTS FOR NEWLY PLATTED OR UNPLATTED LOTS UTILIZING ON-SITE SEWAGE FACILITIES

After September 27, 1999, it shall be a violation for any person to create lots that will use, wholly or in part, On-Site Sewage Facilities without compliance in full with the requirements of the following:

1. Planning material must identify the source of the potable water for each lot and whether the potable water distribution system has been approved by TCEQ. Lots in which a private well is to be used must identify the proposed location of such well and show an area of one hundred (100) foot radius around the well in which no OSSF disposal unit may be located. A 150' radius is required for public water wells. This area shall be designated as a private well sanitary easement

2. All tracts and lots in subdivisions utilizing an OSSF for wastewater disposal shall comply with the minimum size requirements of this subsection. In no case shall the minimum required lot size be smaller than that specified by the provisions of 30 TAC Section 285.

    a. For properties where each lot maintains an individual water supply or is otherwise not served by a public water supply, each lot shall contain at least two (2) acres in surface area. This requirement includes single and multi-family residential lots, non-residential lots, and manufactured housing

community lots. Each living unit of a multi-family residence, including duplexes, shall be considered a single-family residence for the purpose of determining lot size. Non-residential lots may require additional acreage depending on specific uses. The required minimum acreage for manufactured housing communities shall equal the number of houses in the tract times the minimum lot size for each house.

b. For properties receiving potable water from a public water supply and an individual water supply is not present, each lot shall contain at least one (1) acre in surface area. This requirement includes single and multi-family residential lots, non-residential lots, and manufactured housing community lots. Each living unit of a multi-family residence, including duplexes, shall be considered a single-family residence for the purpose of determining lot size. Non-residential lots may require additional acreage depending on specific uses. The required minimum acreage for manufactured housing communities shall equal the number of houses in the tract times the minimum lot size for each house.

c. In calculating minimum lot sizes for compliance with these Rules, recognizable bed and banks of wet weather creeks, bodies of water and dedicated public road easements shall be excluded from the overall square footage of the lot and the remaining square footage of the lot shall be the sole basis for determining minimum lot size.

(E) SPECIAL RESTRICTIONS AND CONDITIONS

1. Lot Size: No OSSF may be licensed to serve a lot or tract created after September 27, 1999, if it fails to meet the minimum size requirements set out in Section 10. (D) 2. of these Rules. Facilities may be permitted, installed and licensed to operate on lots smaller than the minimum only if it met the lot sizing requirements in place at the time of the lot's creation, and it is demonstrated by a thorough investigation that an On-Site Sewage Facility can be operated without causing a threat of harm to an existing or proposed water supply system or to the public health, without the threat of pollution or nuisance conditions, and without violating any prescribed setback.

2. Field monitoring: For monitoring purposes in gravity flow systems, a threaded capped riser with cleanout equal to the size of the outlet pipe shall be provided on the outlet of the tank between the tank and the drainfield(s). Additional capped pipes shall be provided in the drainfield(s) to allow for easy monitoring of liquid depths.

3. Pump Tank: In order to provide reserve capacity in the pump tank in the event of a pump failure, pump tanks shall be sized for one-day flow reserve above the alarm-on level.

4. Electronic Monitoring: Surface irrigation systems, systems that use special treatment technologies for high strength waste and other systems that are required

to meet secondary treatment shall have the option of utilizing electronic monitoring. Systems equipped with electronic monitoring systems that will notify the maintenance company of systems or components failure and will monitor the amount of disinfection will not be required to undergo routine inspections by the maintenance company more often than every 6 months. Systems not currently equipped with electronic monitoring systems shall be required to submit maintenance inspection reports at least once every 4 months.

5. Secondary Treatment Requirements: In addition to 30 TAC Chapter 285 requirements, surface irrigation systems and any other systems that are required to meet secondary quality effluent standards must comply with the requirements of these Rules.

   a. All surface application systems shall be required to have a secure audible and visible alarm for aeration malfunction or lack of disinfection.

   b. Surface irrigation shall be limited to spray application only.

   c. Irrigation shall not spray closer than twenty (20) feet to any property line. Irrigation shall not spray closer than ten (10) feet to any part of a residence or occupied place of business.

   d. Spray irrigation shall be conducted during nighttime hours (after midnight and before 5:00 AM), preferably just before sunrise.

   e. Surface application systems shall not be equipped with an automatic override below the alarm on level.

6. Maintenance Requirements: In order to provide greater public health and safety protection, the maintenance for all aerobic treatment units shall be performed by a TCEQ registered maintenance company unless:

   a. The homeowner is a TCEQ registered maintenance provider for his/her aerobic treatment unit; or

   b. The homeowner was trained by an installer or manufacturer according to the requirements of an Act of May 29, 2005, 79th Leg., R.S., Ch. 1129 (H.B. 2510), Sec. 1, formerly codified at Texas Health and Safety Code §366.0515(h), repealed by an Act of May 25, 2007, 80th Leg., R.S., Ch. 892 (H.B. 2482), Sec. 3; or

   c. The homeowner/property owner takes a wastewater D licensing course and passes the examination; or

   d. On or after September 1, 2007, the homeowner/property owner receives specific on-site maintenance training for their aerobic treatment unit from either their installer or the manufacturer of the unit, or has successfully completed the basic maintenance provider course conducted by a TCEQ approved training provider.

e. Homeowners so qualified and choosing to perform their own inspections must submit a County provided "contract form" to the County indicating that they will conduct the required maintenance and provide periodic inspection reports.

f. Homeowners failing to submit a completed "contract form", or required testing and timely reporting results, or falsifying the required documents, will be required to contract with a registered maintenance provider.

7. The required maintenance inspection and test report, conducted by the above prescribed qualified homeowner/property owner or the TCEQ registered maintenance company, which must be submitted to the permitting authority shall:

   a. Meet all inspection requirements as set by the order of the County and the TCEQ Rules, as well as, the inspection requirements outlined by the manufacturer for the brand being inspected; and

   b. Address all inspection and testing requirements as set by the order of the County and the TCEQ Rules, as well as, the testing requirements as set out by the manufacturer for the brand being inspected, and

   c. Report of the sludge levels in the pump tank and the condition of the spray area to be included on each required testing report specified by the Rules.

8. Permit Revocation: In the event that a system is creating a health nuisance or if system violations such as aeration malfunction or disinfection less than required are not repaired within ten (10) days, its license to operate will be cancelled. The system will not be re-licensed until the nuisance is abated or the system is brought back in compliance, a maintenance report is submitted indicating no violations, and the OSSF renewal fee is paid to the County.

9. License Transfer: A License Transfer Application shall be submitted to the County within thirty (30) days of transfer of the ownership of an OSSF that is required to meet secondary treatment and shall include the required transfer fee. A current maintenance inspection report and a copy of the current maintenance contract or, if qualified pursuant to Subsection 10.E.6 above, a homeowner's contract must accompany the License Transfer Application.

10. License expiration: The license to operate OSSF systems required to meet secondary treatment shall be valid for two (2) years. A the end of two (2) years, if the system is receiving the required inspections, is properly operating and a valid maintenance contract or a homeowner's contract pursuant to Subsection 10.E.6 above is in effect, the license may be renewed upon payment of the renewal fee in accordance with a fee schedule adopted by the Commissioners Court.

SECTION 11. DUTIES AND POWERS.

The OSSF Designated Representative (DR) (30 TAC § 285.2(17)) of Williamson County, Texas, must be certified by the TCEQ before assuming the duties and responsibilities.

SECTION 12. COLLECTION OF FEES.

All fees collected for permits and/or inspections shall be made payable to Williamson County, Texas. A fee of $10 will also be collected for each on-site sewage facility permit to be paid to the credit of the TCEQ Water Resources Management Account as required by the THSC, Chapter 367.

SECTION 13. APPEALS.

Persons aggrieved by an action or decision of the designated representative may appeal such action or decision to the Commissioners Court of Williamson County, Texas.

SECTION 14. ENFORCEMENT PLAN

The County of Williamson, Texas clearly understands that, at a minimum, it must follow the requirements in 30 TAC § 285.71 Authorized Agent Enforcement of OSSFs.

This Order adopts and incorporates all applicable provisions related to on-site sewage facilities, which includes, but is not limited to, those found in Chapters 341, 343 and 366 of the THSC, Chapters 7, 26, and 37 of the TWC and 30 TAC Chapter 30, Subchapters A and G, and Chapter 285.

SECTION 15. SEVERABILITY

It is hereby declared to be the intention of the Commissioners Court of Williamson County, Texas, that the phrases, clauses, sentences, paragraphs, and sections of this Order are severable, and if any phrase, clause, sentence, paragraph, or section of this Order should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Order, since the same would have been enacted by the Commissioners Court without incorporation in this Order of such unconstitutional phrases, clauses, sentences, paragraphs, or sections.

SECTION 16. RELINQUISHMENT OF ORDER

If the Commissioners Court of Williamson County, Texas decides that it no longer wishes to regulate on-site sewage facilities in its area of jurisdiction, the Commissioners Court, as the authorized agent, and the TCEQ shall follow the procedures outlined in 30 TAC § 285.10 (d) (1) through (4).

After relinquishing its OSSF authority, the authorized agent understands that it may be subject to charge-back fees in accordance with 30 TAC § 285.10 (d) (5) and §285.14 after the date that delegation has been relinquished.

SECTION 17. EFFECTIVE DATE.

This Order shall be in full force and effect from and after its date of approval as required by law and upon the approval of the TCEQ.

AND IT IS SO ORDERED:

PASSED AND APPROVED THIS _____ DAY OF _____, 2017.

APPROVED:

_____
Dan A. Gattis, County Judge

(SEAL)

ATTEST:

_____
Nancy E. Rister, County Clerk

Commissioners Court - Regular Session **58.**

Meeting Date: 07/11/2017

Coupland Caboose

Submitted For: Larry Madsen **Submitted By:** Julia Cooper, Commissioner Pct. #4

Department: Commissioner Pct. #4

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a funding application from the Coupland Civic Organization for $10,000 of funding from the Williamson County Community Recreation Facility Fund in order to make repairs to the Caboose which sits near the Historic Depot in Coupland, Texas.

Background

Susan Schmidt, President of the Coupland Civic Organization, has submitted the information required by the Williamson County Community Recreational Fund Policy. Such information has been attached to this item as an attachment along with a copy of the Williamson County Community Recreation Facility Fund. This is being requested to make repairs to the Caboose which sits near the Historic Depot in Coupland, Texas.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Caboose

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/28/2017 09:39 AM
Form Started By: Julia Cooper		Started On: 06/26/2017 10:20 AM
Final Approval Date: 06/28/2017		

Susan Garry on behalf of
The Coupland Civic Organization
2200 CR 458
Coupland, TX 78615

May 24, 2017

To the Williamson County Commissioners Court
Georgetown, Texas

Dear Judge Gattis and Honorable Commissioners:

The Coupland Civic Organization (CCO) is the only community-wide organization in the City of Coupland. It is a 501(c)(3) non-profit organization. It owns the historic Depot, which it restored as Coupland's Bicentennial Project in 1976 (when the organization was still known as the Coupland Community Club).

Since that time, the Depot has been repaired and maintained by the CCO for use as a community meeting place and museum. The CCO's board of directors meets in the Depot. The annual Coupland National Night Out event is held at the Depot. The Depot has hosted groups such as antique car clubs who tour the facility. Next to the Depot is the historic Caboose which is in the process of being restored. The Depot and Caboose are on one-quarter of a city block that is owned by the CCO.

The CCO has no regular source of income. It holds fundraisers to raise money on a voluntary basis to continue to maintain the Depot and to restore the Caboose. The major annual fundraiser is Choo Choo Fest, which features a barbecue dinner, silent auction, bake sale, and T-shirt and other merchandise sales.

The CCO also holds Cooking Class fundraisers. Coupland's Master Chef Peter Wabbel volunteers his time and talent to prepare gourmet meals in the homes of CCO members. Residents pay to attend the classes, and Peter demonstrates and teaches how to prepare the dishes. Then, everyone gets to enjoy a delicious meal. These popular events provide the funds to run the Depot—minor repairs, insurance, and utilities. The grounds are kept on a volunteer basis.

Using these funds and volunteer efforts, the CCO has managed to keep the Depot in repair, although continuing repair needs continue to occur. Also using these funds, the CCO has restored the Caboose up to a certain point. Thanks to Barbara Piper, the Caboose Coordinator, who has carefully husbanded the meager funds to achieve the progress up until the present time: The exterior siding has been repaired and painted, and the metal work (except for the metal under the Caboose) has been cleaned and painted.

The Caboose, which sits on rails, needs leveling—this is the first great need. Also, the metal underneath the Caboose needs to be cleaned and repainted, the windows and doors need to be repaired, and then the interior and the cupola on top need to be repaired. The CCO's goal is to use the Caboose as a children's museum, including letting them play inside and climb up into the cupola. The voluntary fundraising has not been sufficient to continue the Caboose work.

The CCO is asking for funds from the Fund 0312 WM to help us continue to restore the Caboose. We ask for enough funds to do the leveling process. The Caboose will need to be moved, the ties and rails leveled, and the Caboose moved back onto the rails. We estimate that this will cost about $10,000. We hope that the Commissioners Court will grant us this amount to continue the restoration of our Caboose, which will be a community resource for the enjoyment and education of the children and their parents, too. The CCO has all it can do to keep the historic Depot maintained to host meetings and events and to house community artifacts as a Museum.

The CCO and the Coupland community would be so appreciative to receive any help from Fund 0312 WM. We can continue to maintain our historic Depot through our voluntary fundraisers, while using any funds we are granted from Fund 0312 WM to take the next major step in restoring the Caboose.

Sincerely,

Susan Garry

Susan Garry on behalf of
The Board of Directors of The Coupland Civic Organization

Williamson County Community Recreational Facility Fund Policy

1. Funding Policy

   a. The name of the community recreational facility subject of the request.

      Coupland Depot and Caboose Project, Coupland, TX

   b. The name of the organization, entity or individual(s) that manage and control the community recreational facility.

      Susan Schmidt, President
      Coupland Civic Organization
      501 (c)(3) Non - Profit

   c. The amount of funding that is requested.

      $10,000.00 for repairs to the Caboose

   d. A description of the current and future public purposes and public uses of the community recreational facility.

      Community meeting place and museum. Civic meetings and gatherings.

   e. A description of how the community recreational facility is primarily used for public purposes as opposed to use by private parties of the purpose of making a business profit.

      Host to annual Coupland National Night Out events.
      Host to Antique Car Club events.
      Gathering place for children's recreation.

f. A description of the planned construction, improvement or remodel of the community recreational facility, along with any available plans, sketches and diagrams.

1. *Leveling of tracks for Caboose*
2. *Repaint metal underpinning of Caboose*
3. *Window and door repairs*
4. *Interior repairs*

g. A detailed description of how the funding will be used in relation to the community recreational facility, along with any budgets that outline or otherwise detail the planned use of the funding.

Once Caboose remodel is finished the Caboose will be used as a children's Museum and play area.

h. A description of how the funding will assist or aid the community recreational facility in providing a public purpose to citizens of Williamson County.

With the money to be used for the remodel of Caboose, the project will again become a community gathering spot. Children can play inside and on the outside of the Caboose.

i. Provide a signed acknowledgement and agreement to comply with this Policy, which must be in the form attached to this Policy.

See signed last page of the Policy











Williamson County
Community Recreational Facility Fund Policy

PURPOSE

The purpose of this Williamson County Community Recreational Facility Fund Policy is to provide guidelines and regulations relating to the distribution of funds from the Williamson County Community Recreational Facility Fund which was established by Williamson County through collections of fees at the Williamson County Landfill.

LEGAL CONSIDERATIONS

The Texas Constitution bars a transfer of county funds to a private entity unless the transfer serves a public purpose of the county and the transfer is subject to adequate controls, contractual or otherwise, to ensure that the public purpose is accomplished. This Policy has been created to ensure that funds from the Williamson County Community Recreational Facility Fund Policy are transferred and used to serve a public purpose of Williamson County and to ensure that adequate controls, as set out herein and as may be further required by the Williamson County Commissioners Court, are in place in order to ensure that the public purpose is accomplished.

FUNDING POLICY

1. **Request for Funding.**

   Community organizations, groups and individuals may submit to Williamson County a request for funding of the construction, improvement or remodel of community recreational facilities located in Williamson County. Such request for funding must provide and include the following:

   a. The name of the community recreational facility subject of the request.
   b. The name of the organization, entity or individual(s) that manage and control the community recreational facility.
   c. The amount of funding that is requested.
   d. A description of the current and future public purposes and public uses of the community recreational facility.
   e. A description of how the community recreational facility is primarily used for public purposes as opposed to use by private parties for the purpose of making a business profit.

f. A description of the planned construction, improvement or remodel of the community recreational facility, along with any available plans, sketches and diagrams.
g. A detailed description of how the funding will be used in relation to the community recreational facility, along with any budgets that outline or otherwise detail the planned use of the funding.
h. A description of how the funding will assist or aid the community recreational facility in providing a public purpose to citizens of Williamson County.
i. Provide a signed acknowledgement and agreement to comply with this Policy, which must be in the form attached to this Policy.

2. **Consideration of Request for Funding.**

Once the funding request is submitted to Williamson County, the request will be placed on the Williamson County Commissioners Court's agenda for consideration.

In the event the members of the Williamson County Commissioners Court determines that the requested funding of the construction, improvement or remodel of a specific community recreational facility will serve a public purpose of Williamson County, the members of the Williamson County Commissioners Court will set the specific amount of funding to be granted.

The Williamson County Commissioners Court may also set out additional controls, contractual or otherwise, to ensure that the public purpose of the funding is accomplished. No funds shall be distributed until which time any additional controls have been satisfied.

3. **Right to Audit.**

Williamson County or its duly authorized representatives shall, until the expiration of three (3) years after the final disbursement of funds to a community organization, group or individual(s) under this Policy, have access to and the right to examine and photocopy any and all books, documents, papers and records of the community organization, group or individual(s) which are directly pertinent to its expenditure of funds from the Williamson County Community Recreational Facility Fund for the purposes of making audits, examinations, excerpts, and transcriptions. By accepting funds from the Williamson County Community Recreational Facility Fund, the community organization, group or individual(s) agrees that Williamson County shall have access during normal working hours to all of its facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Williamson County will give reasonable advance notice of intended audits.

4. **Suspension or Termination of Funding.**

The Williamson County Commissioners Court shall have the right, at any time, to suspend or deny any transfers of any funds from the Williamson County Community Recreational Facility Fund to a particular organization, group or individual should Williamson County determine that such organization, group or individual is not using the funds in the manner that was approved by Williamson County or in any manner that violates any provision of this Policy.

5. **Reimbursement.**

In the event Williamson County determines that an organization, group or individual(s) has not used the funds in the manner that was approved by Williamson County or in any manner that violates any provision of this Policy, the organization, group or individual must, upon Williamson County's notice and demand, immediately return all funds that were previously transferred to the organization, group or individual.

6. **Presentation.**

Upon the completion of the construction, improvement or remodel of a funded community recreational facility project, the community organization, group or individual(s) that was granted the funding must provide, at the request of the Williamson County Commissioners Court, a report and presentation to the Court which sets forth an overview of the completed project and a description of the items purchased, constructed and/or developed through the use of the funds.

This Williamson County Community Recreational Facility Fund Policy was considered and approved in a duly called session of the Commissioners' Court of Williamson County, Texas, on _____ _____, 20_____.

Williamson County, Texas

By: _____
Dan A. Gattis,
Williamson County Judge

Date: _____ _____, 20____

ACKNOWLEDGEMENT AND AGREEMENT

I, the undersigned, on behalf of myself and the organization, group or individual(s) named below, hereby acknowledge and understand the terms and conditions of the Williamson County Community Recreational Facility Fund Policy and hereby agree to comply with all such terms and conditions of the said Policy.

Name of Organization: The Coupland Civic Organization

Name of Community Recreational Facility: Depot and Caboose

By: Susan Schmidt

Printed Name: Susan Schmidt

Title: President

Date: 06 13, 2017

Commissioners Court - Regular Session **59.**

Meeting Date: 07/11/2017

CDBG FY17 Action Plan

Submitted By: Sally Bardwell, HUD Grants

Department: HUD Grants

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on the Community Development Block Grant FY17 Annual Action Plan.

Background

Williamson County has been awarded a Community Development Block Grant (CDBG) FY17 funding allocation of $1,283,203 to successfully support community development and affordable housing efforts for low and moderate-income areas throughout the County. This is a request for the approval of the FY2017 Annual Action Plan and funding recommendations.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FY17 Action Plan

FY17 Projects

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/06/2017 09:50 AM
Form Started By: Sally Bardwell		Started On: 07/05/2017 11:45 AM
Final Approval Date: 07/06/2017		

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The Williamson County Community Development Block Grant (CDBG) program currently has ten participating cities. The cities include Cedar Park, Coupland, Georgetown, Granger, Hutto, Jarrell, Leander, Liberty Hill, Taylor, and Weir. A five year Consolidated Plan was developed in 2014 in an effort to address needs of low to moderate income persons living within Williamson County.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The County has been awarded CDBG funds in the amount of $1,283,203 for Fiscal Year 2017. In accordance to the priorities identified and outlined in the County's Consolidated Plan, three infrastructure projects, two public facility projects, and one social service project were identified for FY17 allocations. The projects will serve low to moderate income areas and households throughout the County. The Action Plan covers the period of October 1, 2017 through September 30, 2018. The projects meet national goals and supports ongoing efforts in the community to address the growing population.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The Williamson County CDBG Program identified priorities and needs during the 2014-2018 Consolidated Planning Process, which is utilized in identifying projects to be funded.

The Williamson County CDBG program is currently utilizing funds allocated to projects that are in line with past and current priorities. These projects are monitored as they are being implemented as to ensure progress and eligible spending. In administering a CDBG program, an entitlement community must meet a timeliness threshold of not more than 1.5 times its annual allocation in its line of credit 60 days prior to the end of the program year. The Williamson County CDBG program has met the timeliness threshold over the last several years and expects to do the same in upcoming years.

A 2017 Single Audit was conducted on the Williamson County CDBG Program. Internal Audits have been conducted in 2010, 2013, 2015, 2016 and 2017 with favorable reports.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The CDBG citizen participation plan indicates that all federal regulations regarding public comment periods and participation will be followed by the Williamson County CDBG Office. The CDBG Office encourages the public to review documents concerning the CDBG program and provide feedback when desired and needed.

Representatives of participating cities, County Commissioners, and other stakeholders were notified of funding and information was posted on the Williamson County web site at www.wilco.org. Notification was also posted in local newspapers. Notices were published in both English and Spanish. A public hearing was held on January 31, 2017 to gather input regarding the CDBG program and potential projects.

Project funding was approved by the Williamson County Commissioners' Court on July 11, 2017. The FY17 Annual Action Plan was made available for public comment July 21, 2017- August 4, 2017. An announcement of the the notice of a 15-day comment period was published in local newspapers and on the County website.

The final draft, along with any public comments was presented to the Williamson County Commissioners Court on August 8, 2017.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

Please see Citizen Participation Comments.

6. Summary of comments or views not accepted and the reasons for not accepting them

No comments were not accepted.

7. Summary

Please see Citizen Participation Comments.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	WILLIAMSON COUNTY	Community Development

Table 1 – Responsible Agencies

Narrative (optional)

The lead agency for the Annual Plan is the CDBG Office in Williamson County. The major public agencies responsible for administering projects covered by this Annual Plan include the cities of Weir, Jarrell, Granger, and Taylor, the Interagency Support Council of Eastern Williamson County and the Blackshear/O.L. Price Ex-Stuent Association. Other public agencies include Georgetown Housing Authority, Granger Housing Authority, Taylor Housing Authority, and Round Rock Housing Authority.

Consolidated Plan Public Contact Information

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Community Development Administrator

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AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The Williamson County CDBG Office is the lead agency in implementing the Consolidated Plan and Annual Plan. The CDBG Administrator works closely with local social service agencies and other county agencies and committees to meet the needs of LMI residents. These efforts will continue in 2016.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

Concerns regarding public housing include inconsistencies regarding available programs within the County, limited information regarding the current status of available subsidized housing, and lengthy waiting lists.

The County will collaborate with the public housing authorities and other social organizations to compile accurate information regarding public housing and distribute the information to current residents and others who are eligible for assistance. The County will also continue to support organizations that promote affordable and descent housing. Public Housing Authorities will be encouraged to request citizen participation in the management of the Housing Authorities.

CDBG funds will be utlized by the Georgetown Housing Authority to rehab existig units. The Taylor Housing Authority will utilize funds to provide homeownership assistance. The program will provide pre and post purchase counseling and homebuyer assistance to income qualified individuals and families.

Calls from residents regarding affordable housing options are directed to the local public housing authorities in Austin, Georgetown, Taylor, Granger and Round Rock. Those looking for assistance are also encouraged to contact the Capital Area Housing Finance Corporation to discuss affordable housing options and home buyers assistance.

Williamson County has launched a new community resources website that will allow people to search online for needed resources such as health care, mental health services, housing, food, and other community resources. The new Williamson County Community Resources website was designed to empower residents with information about resources in the Williamson County area so that they can connect with available services. The site can be found at www.wilco.org/communityresources.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Williamson County is included in the Texas Balance of State Continuum of Care managed through Texas Homeless Network (THN). The mission of THN is to provide solutions to end homelessness in Texas communities through education, resources and advocacy. Through the Williamson County Consumer Housing Coalition, the needs of residents in Williamson County are assisted as follows:

More housing vouchers for Williamson County

Assistance to low-income, the elderly and the disabled in obtaining more housing options

Increased opportunities in Williamson County to remove architectural barriers

Collaborations & partnerships with Williamson County organizations and consumers

Provide information on affordable housing

Growing coalition efforts through collaboration

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The County does not receive ESG funds.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	Texas Homeless Network
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Service-Fair Housing Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public hearings were held on February 2, 2016 and June 28, 2016.Research via web.

2	**Agency/Group/Organization**	WILLIAMSON BURNET COUNTIES OPPORTUNITIES (WBCO)
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Service-Fair Housing Services - Victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public hearings were held on February 2, 2016 and June 28, 2016.Research via web.

3	**Agency/Group/Organization**	Georgetown Resource Center
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Service-Fair Housing Services - Victims Health Agency Child Welfare Agency
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public hearings were held on February 2, 2016 and June 28, 2016.Research via web.

4	**Agency/Group/Organization**	ARCIL, INC.
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Service-Fair Housing Services - Victims Health Agency
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public hearings were held on February 2, 2016 and June 28, 2016.Research via web.
5	**Agency/Group/Organization**	Habitat for Humanity of Williamson County
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public hearings were held on February 2, 2016 and June 28, 2016.Research via web.
6	**Agency/Group/Organization**	City of Cedar Park
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public hearings were held on February 2, 2016 and June 28, 2016.Research via web.
7	**Agency/Group/Organization**	City of Georgetown
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public hearings were held on February 2, 2016 and June 28, 2016.Research via web.
8	**Agency/Group/Organization**	City of Jarrell
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public hearings were held on February 2, 2016 and June 28, 2016.Research via web.
9	**Agency/Group/Organization**	City of Leander
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public hearings were held on February 2, 2016 and June 28, 2016.Research via web.

10	**Agency/Group/Organization**	City of Liberty Hill
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public hearings were held on February 2, 2016 and June 28, 2016.Research via web.
11	**Agency/Group/Organization**	CITY OF TAYLOR, TX
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public hearings were held on February 2, 2016 and June 28, 2016.Research via web.
12	**Agency/Group/Organization**	City of Weir
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public hearings were held on February 2, 2016 and June 28, 2016.Research via web.
13	**Agency/Group/Organization**	GRANGER
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public hearings were held on February 2, 2016 and June 28, 2016.Research via web.
14	**Agency/Group/Organization**	HUTTO
	Agency/Group/Organization Type	Other government - Local

	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public hearings were held on February 2, 2016 and June 28, 2016.Research via web.
15	**Agency/Group/Organization**	City of Coupland
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public hearings were held on February 2, 2016 and June 28, 2016.Research via web.
16	**Agency/Group/Organization**	Taylor Housing Authority
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public hearings were held on February 2, 2016 and June 28, 2016.Research via web.
17	**Agency/Group/Organization**	Georgetown Housing Authority
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public hearings were held on February 2, 2016 and June 28, 2016.Research via web.
18	**Agency/Group/Organization**	Granger Housing Authority
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public hearings were held on February 2, 2016 and June 28, 2016.Research via web.

19	**Agency/Group/Organization**	Interagency Support Council of Easter Williamson County
	Agency/Group/Organization Type	Services-Children Services-Health
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public hearings were held on February 2, 2016 and June 28, 2016.Research via web.
20	**Agency/Group/Organization**	Blackshear/O.L. Price Ex-Student Association
	Agency/Group/Organization Type	Services-Education Regional organization
	What section of the Plan was addressed by Consultation?	Public Facilities
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public hearings were held on February 2, 2016 and June 28, 2016.Research via web.

Identify any Agency Types not consulted and provide rationale for not consulting

Requests for projects and public hearings are open to all agencies and agency types. No agency type was omitted.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care		

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

Williamson County CDBG funds are awarded to participating cities and local social service agencies through the County's CDBG program. Williamson County calls for potential projects to be submitted for funding. Applications are reviewed and a recommendation is developed based on the projects submitted, the amount of money the County has available to fund projects, eligibility of potential projects and how these projects coincide with the priorities set in the Consolidated Plan.

Each city and/or agency determines the projects that are submitted for consideration. These projects can be determined via a city comprehensive plan, public input and/or staff recommendation. Comprehensive plans are developed through a network of public meetings, public announcements, and staff and engineer recommendations. Members of the Commissioners Court gather input from constituents and discuss potential projects with the CDBG Administrator.

The County also hosts public meetings and makes draft plans available for review prior to final approval.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

The CDBG citizen participation plan indicates that all federal regulations regarding public comment periods and participation will be followed by the Williamson County CDBG Office. The CDBG Office encourages the public to review documents concerning the CDBG program and provide feedback when desired and needed.

Representatives of participating cities, County Commissioners, and other stakeholders were notified of funding and information was posted on the Williamson County web site at www.wilco.org. Notification was also posted in local newspapers. Notices were published in both English and Spanish. A public hearing was held on January 31, 2017to gather input regarding the CDBG program and potential projects.

The project proposal was approved by the Williamson County Commissioners Court on July 11, 2017. The Annual Action Plan was made available for public comment at city halls of participating cities and the Housing Authorities of Georgetown, Granger and Taylor. A second public hearing was held on July 25, 2017.

Participating cities and agencies are encouraged to submit applications to the Williamson County CDBG office for projects that meet the priorities and goals outlined in the Consolidated Plan. Project applications are determined via the use of comprehensive plans, public input and/or city staff/management. During the planning process, cities may hold public input meetings as well post information for review by the public. County Commissioners receive input from constituents and discuss potential projects with the CDBG Administrator. The CDBG Administrator guides potential applicants in the application process and is available to meet to discuss processes, projects and funding.

The Action Plan was posted on the Williamson County web site, sent to the local public housing authorities and all participating cities for review and comment. No comments were received.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearing	Non-targeted/broad community	One representative in attendance.	Discussion of potential projects and funding process.	No comments received.	
2	Newspaper Ad	Non-targeted/broad community		No comments received.		
3	Internet Outreach	Non-targeted/broad community		No comments received.		
4	Public Meeting	Non-targeted/broad community		No comments received.		

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c) (1, 2)

Introduction

Priority Table

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,283,203	0	0	1,283,203	2,462,134	CDBG funds will be used for priority projects in eligible areas and will leverage other federal, state, local and private funds.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how

matching requirements will be satisfied

Williamson County received an increased amount from 2016 of $1,283,203 (an increase of $52,136 compared to 2016). The County anticipates funding levels to remain level. For anticipated allocations for the remainder of the Consolidated Plan, Williamson County reflects a level allocation from the 2017 amount. The County has historically received CDBG funds and expects to continue to receive funding.

The following are leveraged funds per project:

City of Weir	$124,454
City of Jarrell Wastewater	$11,000
Taylor Dickey Museum	$453,849
City of Granger Drainage Project	$11,000
City of Taylor	$300,000
Interagency Support Council of Eastern Williamson County	$603,400

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Williamson County does not intend to address the needs identified in this plan with publically owned land or property located within the

jurisdiction.

Discussion

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Public Facility Improvements	2014	2018	Non-Housing Community Development	City of Taylor City of Weir	Public Facility and Infrastructure Improvements	CDBG: $409,160	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 5165 Persons Assisted
2	Water/Sewer Improvements	2014	2016	Non-Housing Community Development	City of Jarrell City of Granger City of Taylor	Public Facility and Infrastructure Improvements	CDBG: $611,003	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 7609 Persons Assisted
3	Public Services	2014	2018	Non-Housing Community Development	Countywide	Public Services	CDBG: $25,000	Public service activities other than Low/Moderate Income Housing Benefit: 20 Persons Assisted
4	Administration	2014	2018	Admin and Planning	Countywide	Public Facility and Infrastructure Improvements Public Services	CDBG: $256,640	

Table 6 – Goals Summary

Goal Descriptions

1	**Goal Name**	Public Facility Improvements
	Goal Description	City of Weir Community Center. Funding amount is $300,000. Taylor Dickey Museum and Multipurpose Center. Funding amount is $109,160.
2	**Goal Name**	Water/Sewer Improvements
	Goal Description	Wastewater project will take place in the City of Jarrell. Funding amount $199,300. Wasterwater project will take place in the City of Granger. Funding amount $329,500. Water/wastewater and street reconstruction in the City of Taylor. Fundng amount $82,203.
3	**Goal Name**	Public Services
	Goal Description	Interagency Support Council of Eastern Williamson County mental health services. Project to be funded $25,000.
4	**Goal Name**	Administration
	Goal Description	Program administration.

Table 7 – Goal Descriptions

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b):

100% of funding will be utilized to assist low-mod income areas and/or households.

AP-35 Projects – 91.220(d)

Introduction

The Strategic Plan outlined five (5) priorities identified during the extensive planning process and the strategies for addressing these priorities. The following is a summary of the priorities identified in the Strategic Plan:

Public Facility and Infrastructure Improvements

- Fund non-housing community development proposals that eliminate a threat to public health and safety to include water/sewer projects, drainage projects, sidewalks, and street improvements.
- Fund public facility improvements that benefit low income households and persons, and persons with special needs to include senior centers, neighborhood facilities, youth centers, homeless facilities, childcare centers, parks and recreational facilities.**Increase Access to Affordable Housing**
- Fund activities that expand the supply and improve the condition of housing affordable to lower income households.
- Fund activities that leverage other public and private resources such as Low Income Tax Credit Projects.
- Extend the useful life of existing affordable housing through weatherization, repair, and rehabilitation programs.**Decrease Homelessness**
- Provide funds to support shelter operations and transitional housing.
- Provide funding to increase permanent supportive housing opportunities and work to create a stronger network of providers of supportive and mainstream services to homeless clients.**Public Services**
- Fund projects that provide supportive services to low and moderate income household as well as persons with special needs.
- Support efforts to develop a regional social service collaborative to coordinate the work of social service organizations, disseminate news and information, and eliminate duplication of effort.**Affirmatively Further Fair Housing**
- Support improved access to community resources.
- Continue to operate in compliance with protected class definitions found in federal regulations.

During FY16, Williamson County will undertake the following projects to implement these strategies.

#	Project Name
1	City of Weir Community Center
2	City of Jarrell Wastewater Improvements
3	Taylor Dickey Museum and Multipurpose Center

#	Project Name
4	City of Granger Sewer Project
5	City of Taylor Water/Wastewater and Street Reconstruction
6	Interagency Support Council of Eastern Williamson County
7	Program Administration

Table 8 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Allocation priorities were based upon the Needs Assessment undertaken as part of the planning process and demand for projects and services in the past. The primary obstacle to addressing underserved needs is the limited resources available to address such needs throughout the County. The County encourages CDBG applicants to seek other resources from other public and private entities in an effort to leverage the limited amount of CDBG funds available.

Projects

AP-38 Projects Summary

Project Summary Information

Table 9 – Project Summary

1	**Project Name**	City of Weir Community Center
	Target Area	City of Weir
	Goals Supported	Public Facility Improvements
	Needs Addressed	Public Facility and Infrastructure Improvements
	Funding	CDBG: $300,000
	Description	Construction of a 5000 square foot Community Center with kitchen and bathrooms located at 375 FM 1105, Weir TX. The Center will become the civic, social and cultural heart of the City of Weir as well as provide emergency shelter in disasters and evacuations.
	Target Date	9/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	Area based project: 410 people 46.34% low-mod
	Location Description	375 FM 1105 Weir TX
	Planned Activities	See project description.
2	**Project Name**	City of Jarrell Wastewater Improvements
	Target Area	City of Jarrell

	Goals Supported	Water/Sewer Improvements
	Needs Addressed	Public Facility and Infrastructure Improvements
	Funding	CDBG: $215,850
	Description	Installation of approximately 1800 linear feet of 8-inch PVC SDR 26 wastewater line, including manholes, services, testing, and asphalt roadway/driveway replacement. Construction will be on CR 306 and CR 309 in Jarrell, TX.
	Target Date	9/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	Area based project: 1000 people 56% low-mod
	Location Description	CR 309 and CR 306 Jarrell, TX
	Planned Activities	See project description.
3	**Project Name**	Taylor Dickey Museum and Multipurpose Center
	Target Area	City of Taylor
	Goals Supported	Public Facility Improvements
	Needs Addressed	Public Facility and Infrastructure Improvements
	Funding	CDBG: $109,160
	Description	Rehabilitation of the Dr. James Lee Dickey House located at 500 Burkett Street in Taylor, TX. Project includes, but is not limited to, building and foundation repairs, asbestos and lead paint testing and abatement, air testing, concrete walks and ramps.
	Target Date	9/30/2018

	Estimate the number and type of families that will benefit from the proposed activities	Area based project: 4755 people 70.76% low-mod
	Location Description	500 Burkett Street Taylo TX
	Planned Activities	See project description.
4	**Project Name**	City of Granger Sewer Project
	Target Area	City of Granger
	Goals Supported	Water/Sewer Improvements
	Needs Addressed	Public Facility and Infrastructure Improvements
	Funding	CDBG: $294,650
	Description	Replacement of existing lift station located on Roswell Avenue with a prepackaged lift station. Project will include replacement of forcemain and gravity line relocation, and associated project incidentals.
	Target Date	9/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	Area based project: 1245 people 51.41% low-mod
	Location Description	CR 347 and Roswell Avenue Granger TX
	Planned Activities	See project description
5	**Project Name**	City of Taylor Water/Wastewater and Street Reconstruction
	Target Area	City of Taylor
	Goals Supported	Water/Sewer Improvements

	Needs Addressed	Public Facility and Infrastructure Improvements
	Funding	CDBG: $82,203
	Description	Construction on West 3rd Street from Vance to Howard in Taylor, TX. 6732 square yards of recycled pavement (12Ã¢Â¿Â deep with cement), 6120 square yards of 2.5Ã¢Â¿Â HMAC, 1355 linear feet of curb and gutter replacement, 340 linear feet of 8Ã¢Â¿Â wastewater main, 1750 linear feet of wastewater service lines with clean-outs at right of way, 2500 linear feet of 8Ã¢Â¿Â C900 water main, 1050 linear feet of water service lines 6 water valves and fittings, 3 wastewater manholes, 2840 linear feet of trench protection, 7 fire hydrants and associated appurtenances.
	Target Date	9/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	Area based project: 5725 people 73% low-mod
	Location Description	West 3rd Street between Vane and Howard Taylor TX
	Planned Activities	See project description
6	**Project Name**	Interagency Support Council of Eastern Williamson County
	Target Area	City of Jarrell City of Granger City of Taylor
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: $25,000

	Description	Provide individual and group therapy, small and large group presentations, crises intervention, psychiatric care, medication monitoring and family therapy to participating schools in Easter Williamson County. Funding will allow the program to maintain the number of clients served.
	Target Date	9/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	20-30 unduplicated income qualified clients.
	Location Description	Schools in Taylor, Granger and Jarrell
	Planned Activities	
7	**Project Name**	Program Administration
	Target Area	Countywide
	Goals Supported	Administration
	Needs Addressed	
	Funding	CDBG: $256,640
	Description	Planning and administration.
	Target Date	9/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The following projects are a part of the geographic areas of the entitlement which include Weir, Jarrell, Taylor, and Granger.

Weir Community Center was funded 23.4% of allocation.

Jarrell Wastewater Project was funded 16.8% of allocation.

Taylor Dickey Museum and Multipurpose Center was funded 8.5% of allocation.

Granger Sewer Project was funded 22.9% of allocation.

Taylor Water/Wastewater and Street Rehabilitation was funded 6.4% of allocation.

Interagency Support Council of Eastern Williamson County was funded 1.9% of allocation.

Program Administration was funded 20% of allocation.

Geographic Distribution

Target Area	Percentage of Funds
City of Taylor, Census Tracts 210.00 and 211.00	
City of Jarrell	
City of Liberty Hill, Census Tract 203.01, Block Group 1 and 3	
City of Georgetown, Census Tract 201.02, Block Groups 1 and 2	
City of Granger, Census Tract 213, Block Group 2 and 3	
Countywide	

Table 10 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Submitted proposals were reviewed and projects were proposed to Commissioners' Court based on priorities outlined in the Consolidated Plan, budget details, timelines and specific needs of the project.

Discussion

Geographic location is not utilized in project selection other than to ensure that the area that is

benefitting is income qualified. Projects are reviewed based on need, how a projects corresponds with established priorities and goals, and available funding resources. All funding is utilized to improve low to moderate income households and/or areas.

Specific geographic distribution can be found in AP38 along with the attached maps of each selected project.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The lack of affordable rental units was a common thread. The greatest need is among renter households with very low incomes and families. As a result, affordable housing programs are designed to meet those needs.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	0
Special-Needs	0
Total	0

Table 11 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	0

Table 12 - One Year Goals for Affordable Housing by Support Type

Discussion

No projects that directly affect affordable housing will be funded in 2017. However, all public facility/improvement projects are in low-mod income areas and will improve neighborhoods and living conditions. This includes Weir, Jarrell, Taylor and Granger.

AP-60 Public Housing – 91.220(h)

Introduction

Low-income residents largely depend on local housing authorities for access to affordable housing and related services. The purpose of public housing authorities (PHA) is to ensure safe, decent, affordable housing and to create opportunities for resident's self-sufficiency and economic independence. There are currently four public housing authorities managing almost 400 public housing units and over 450 housing choice vouchers throughout Williamson County. In consultation with Williamson County's public housing authorities, data has determined the needs of residents to include access to transportation and affordable child care. Affordable housing is the greatest need throughout the County with over 500 applicants on the public housing waiting lists and well over 600 applicants waiting to receive assistance through the housing choice voucher program. The need for additional affordable housing units is crucial for Williamson County residents, but the lack of developable land and contractors willing to develop affordable housing is a barrier.

Actions planned during the next year to address the needs to public housing

In 2016, the County awarded the Taylor Housing Authority Home Ownership Program $100,000. The project provides pre and post purchase counseling and homebuyer assistance to income qualified individuals and families. The Georgetown Housing Authority was funded $166,610 to rehab approximately 28 units. These projects are currently underway.

Williamson County's public housing authorities will continue to seek additional funding to address public housing needs and will apply for additional housing choice vouchers when available. Lack of funding is a barrier in addressing public housing needs and has created lengthy waiting lists and long waiting periods to be housed. Housing authorities will continue to provide housing assistance and social service needs to residents and will maintain efforts to implement more programs if funding allows.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The County continues to encourage the local public housing authorities to continue its current programs and collaborate with other agencies that assist with homeownership. Georgetown and Round Rock Housing Authorities have Resident Commissions on their boards in an effort to encourage participation. Taylor Housing Authority provides access to wi-fi and holds community workshops for residents to broaden skills in business, work and personal development.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Georgetown Housing Authority, Round Rock Housing Authority, Taylor Housing Authority, and Granger Housing Authority are all standard performers and not considered troubled.

Discussion

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

In 2016, the County awarded the Taylor Housing Authority Home Ownership Program $100,000. The project provides pre and post purchase counseling and homebuyer assistance to ten income qualified individuals and families. The Georgetown Housing Authority was awarded $166,610 to rehab approximately 28 units. These activities support approximately 38 households and are underway.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The County supports the efforts of the Balance of State Continuum of Care (CoC) to simplify and broaden outreach and assessment efforts for homeless persons in Williamson County. The Continuum will work to create a better communication system for service providers to stay in contact with both schools and hospitals to avoid homeless persons (or those at risk of homelessness) from falling through the cracks of the system. As part of the annual point-in-time count, the CoC conducts outreach. Not only are homeless people counted, particularly unsheltered persons, but representatives from various agencies are available to answer questions and provide information about available resources.

Over the next annual action plan period, the County will continue to support local social service agencies, such as Capital Idea, San Gabriel Crisis Service Center, Bluebonnet Trails, MHMR, Hope Alliance, Starry and the Georgetown Project that provide a wide array of support services for homeless persons.

Addressing the emergency shelter and transitional housing needs of homeless persons

While Williamson County is not a direct recipient of Emergency Solution Grant funds, the County will continue to partner with the Balance of State CoC to support emergency and transitional housing needs of homeless persons in the County.

The County is not utilizing CDBG funds to address emergency shelter or transitional housing need of homeless persons. However, County staff will direct residents in need of this type of service to the community resources website at www.wilco.org/communityresources.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The Balance of State CoC works to ensure that homeless individuals make the transition to permanent housing and independent living, is prioritizing safe and stable housing and making affordable housing options more accessible to homeless individuals. Many homeless that struggle to transition into permanent housing and independent living suffer from mental illness and substance addiction. Recent trends through the Homeless Prevention and Rapid Re-housing program and Housing First model prioritize placing homeless individuals and families in permanent housing quickly, and then linking them to supportive services in the community. During this consolidated plan period, Williamson County will continue to support local organizations, such as the Georgetown Community Service Center to assist homeless person with transitional and permanent housing.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

While Williamson County is not a direct recipient of Emergency Solution Grant funds, the County will continue to partner with the Balance of State CoC to support efforts made to implement local coordinated discharge policies for individuals or families who are being discharged from a publicly funded institution.

Discussion

At this time the County does not utilize CDBG funds for homeless or other special needs activities. However, the County will support these types of initiatives provided by other entities as well as guide individuals to the agencies that can assist.

One year goals for the number of households to be provided housing through the use of HOPWA for:
Short-term rent, mortgage, and utility assistance to prevent homelessness of the individual or family
Tenant-based rental assistance

Units provided in housing facilities (transitional or permanent) that are being developed, leased, or operated
Units provided in transitional short-term housing facilities developed, leased, or operated with HOPWA funds
Total

AP-75 Barriers to affordable housing – 91.220(j)

Introduction

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Barriers to affordable housing can encompass a wide array of aspects, to include but not limited to banking, finance, and insurance industry regulations, socio-economic situations, neighborhood conditions, and public policy legislation and fair housing enforcement. The County will continue to work with nonprofit agencies in the community to remove or ameliorate the negative effects (if any) of public policies that serve as barriers to affordable housing in 2017.

Additionally, the County will continue to increase partnerships with local units of government to ensure equitable zoning practices as they relate to fair housing and the development of affordable housing. Currently, the County has 10 participating communities which include Cedar Park, Coupland, Georgetown, Granger, Hutto, Jarrell, Leander, Liberty Hill, Taylor and Weir.

Discussion

AP-85 Other Actions – 91.220(k)

Introduction

Listed below are the actions planned to address obstacles to meeting underserved needs, foster and maintain affordable housing, reduce lead-based paint hazards, reduce the number of poverty-level families, develop institutional structure, and enhance coordination between public and private housing and social service agencies.

Actions planned to address obstacles to meeting underserved needs

The major obstacle to meeting all of the identified needs is the lack of funding resources. Typically, applicant request amounts are much higher than the entitlement amount which further escalates the budgetary constraints in meeting the undeserved needs. However, the County will continue to partner, when feasible, with other nonprofit organizations to leverage the County's CDBG allocation.

Actions planned to foster and maintain affordable housing

The County will continue to encourage the development of affordable housing by being flexible as possible (when applicable) with the developers to build this type of housing and ensure profitability which allows the developer and the contractor to remain in business.

Actions planned to reduce lead-based paint hazards

To the greatest extent practicable, Williamson County will work with local agencies to help eliminate the hazard of lead poisoning due to the presence of lead based paint. The County will also disseminate information on lead based paint hazards to CDBG subrecipients who receive entitlement funds for housing activities where lead based paint may be an issue.

Actions planned to reduce the number of poverty-level families

The County will continue to combat the number of poverty-level families by supporting incentives to attract, retain, and expand businesses, advocate for improved employment-affordable housing options and support organizations and programs that provide job training, education, and placement services.

The County awarded the Taylor Housing Authority Home Ownership Program $100,000 in FY16. The project provides pre and post purchase counseling and homebuyer assistance to ten income qualified individuals and families. The Georgetown Housing Authority was awarded $166,610 in FY16 to rehab approximately 28 units. These projects are currently underway.

Actions planned to develop institutional structure

Williamson County will continue to work with various local agencies to ensure that services offered through entitlement grant programs receive maximum amounts of exposure and benefit. These programs will be carried out through oversight by the Williamson County Community Development Administrator in which work will be conducted through the issuance of sub-recipient agreements.

Actions planned to enhance coordination between public and private housing and social service agencies

While Williamson County has limited resources to address the priorities identified, the County will continue to seek partnerships and establish cooperative working relationships to leverage its 2017 CDBG allocation.

The County is currently working with the Georgetown Housing Authority and the Taylor Housing Authority on projects funded in 2016. These projects will rehab current facilities and provide homeownership assistance to qualified residents.

Discussion

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

Discussion

Attachments

Citizen Participation Comments

No comments have been received to date.

Grantee Unique Appendices

Alternate Project

Alternate Project
FY17 CDBG Funding

This document includes a list of alternate projects for public review. If a funded project has cost savings, slows down or discovers a barrier to being completed, an alternate project from the current Annual Action Plan may be selected to continue the timely spending of grant funds. Consideration of any project that was not identified as an alternate will go through the approved substantial amendment process.

Alternate Projects contain the same level of information that funded projects contain in the Annual Action Plan to ensure appropriate review by the public. Project descriptions also include the maximum dollar amount the Commissioners Court will consider if funding becomes available. Approval by the Williamson County Commissioners Court will be necessary to replace a funded project with an alternate or to fund an alternate with cost savings from a completed project regardless of whether or not:

•the increase or decrease exceeds 50% change in federal funding where the project is $25,000 or less, or
•the increase of decrease exceeds 25% change in federal funding where the project is more than $25,000.

These actions will not require a substantial amendment since the alternate projects will have gone through a public review process.

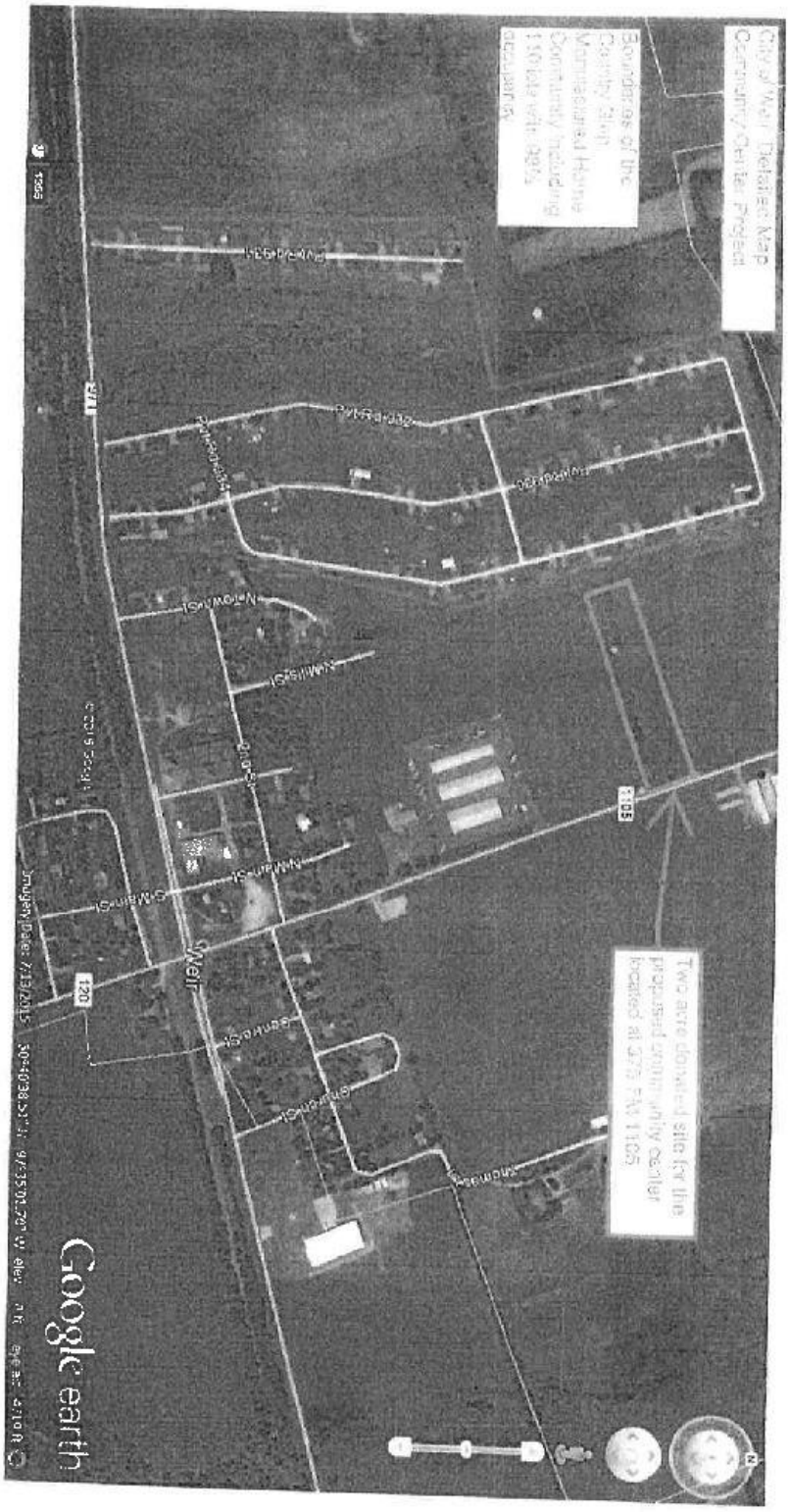
Consideration of any project that was not identified as an alternate will go through the approved substantial amendment process.

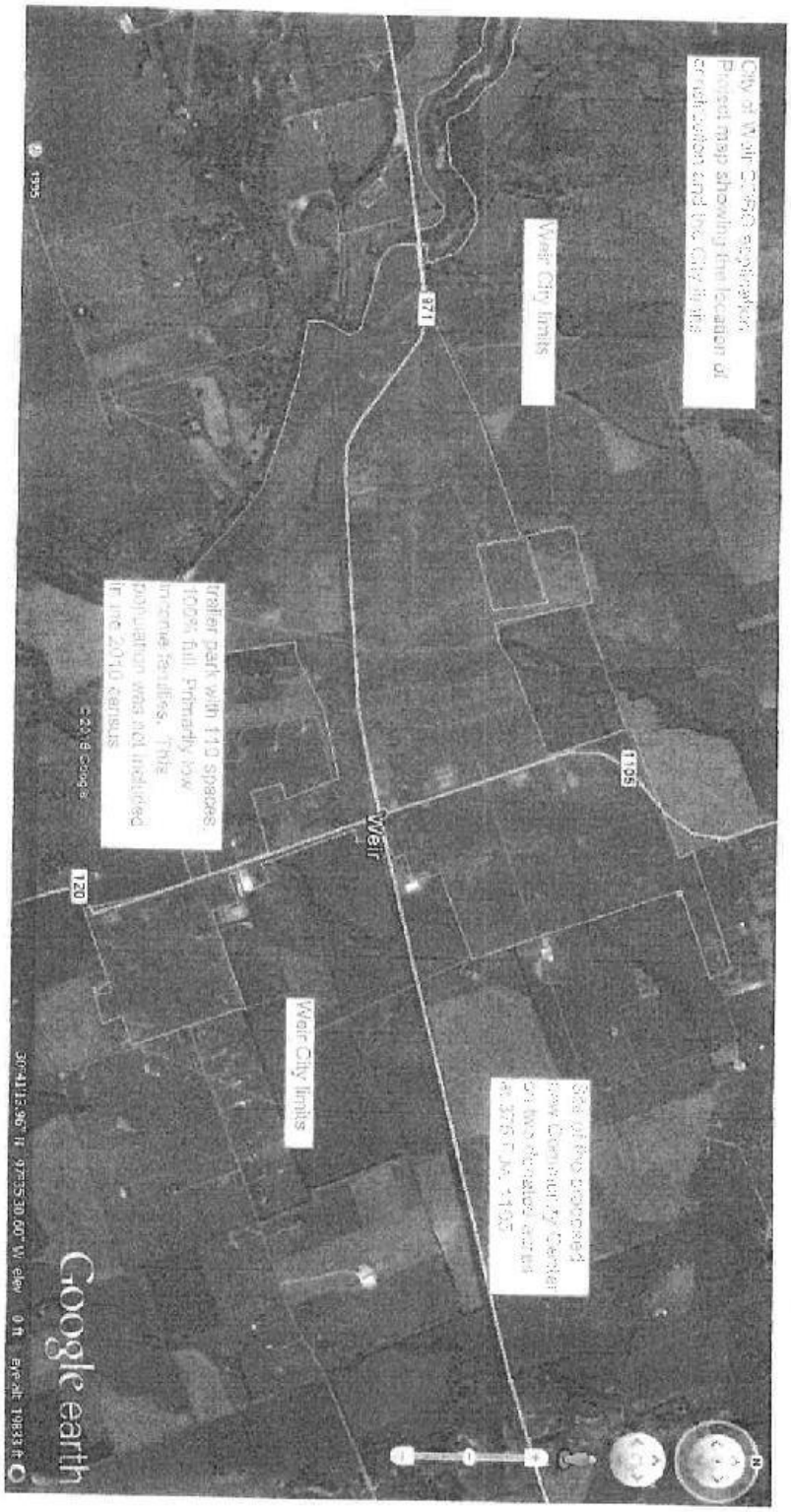
Alternate Projects

Breaking All Chains
Acquisition of 3 to 4 acres of land in Leander TX, construction of a 5000-square foot building to serve as a community center, office and computer lab space, and equipment acquisition. Breaking All Chains would utilize the space to provide services to youth aging out of the foster care system.
Funding Requested: $466,000
Estimated Funding for FY17: $0
Annual Goals: Neighborhood Facilities
Target Areas: Williamson County
Priority Needs Addressed: Public Facilities/Improvements
Goal Outcome Indicator: 1 Facility

Project Maps

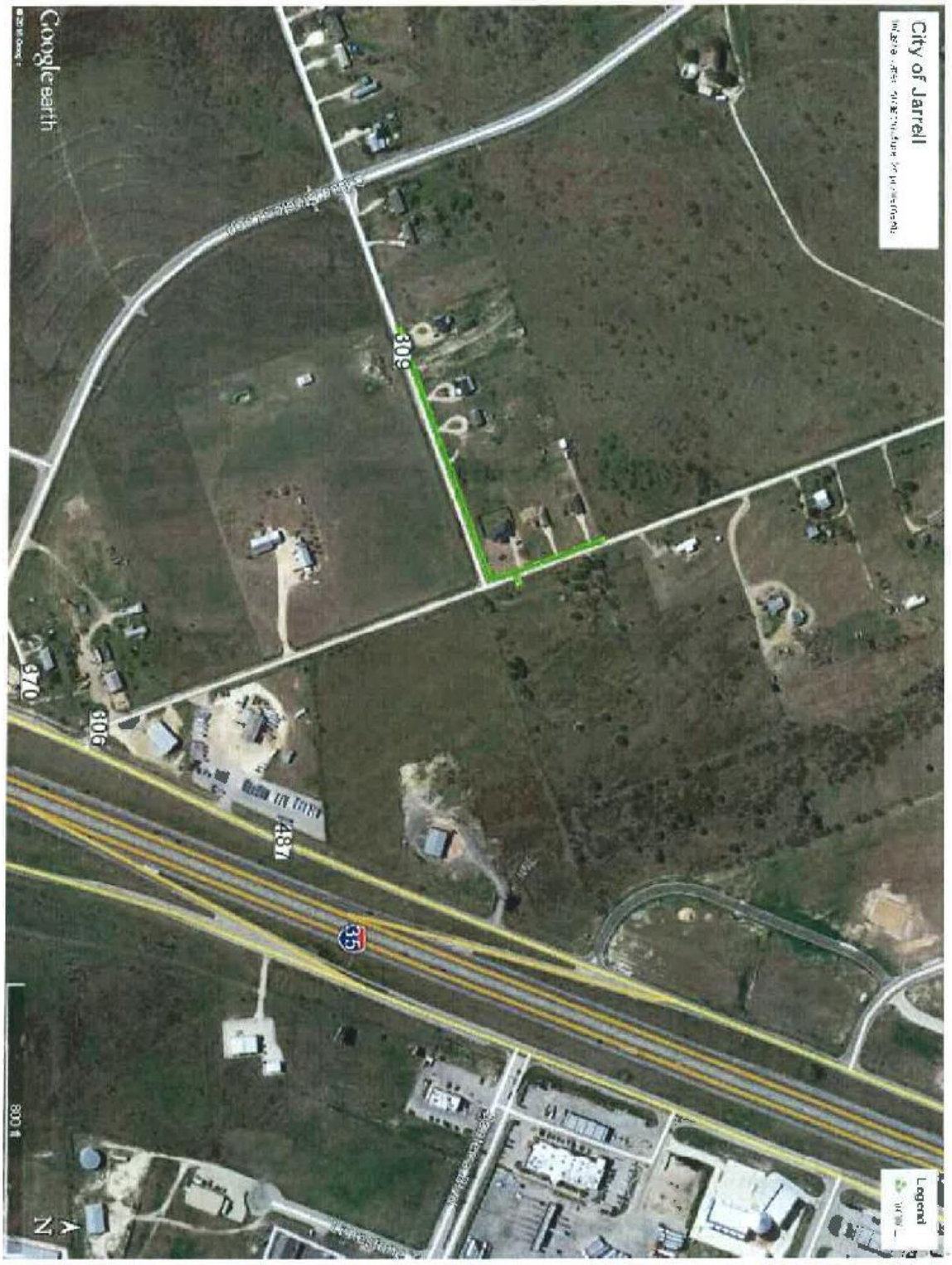
City of Weir Community Center


City of Weir Detailed Map
Community Center Project
Boundaries of the
County Bus
Maintained Home
Community Housing
Google earth
Weir
Two acre donated site for the
proposed community center
located at 375 FM 1105



OMB Control No: 2506-0117 (exp. 07/31/2015)

City of Jarrell Wastewater Improvements


City of Jarrell
Google earth
306
370
306
487
35
800 ft
N
Legend

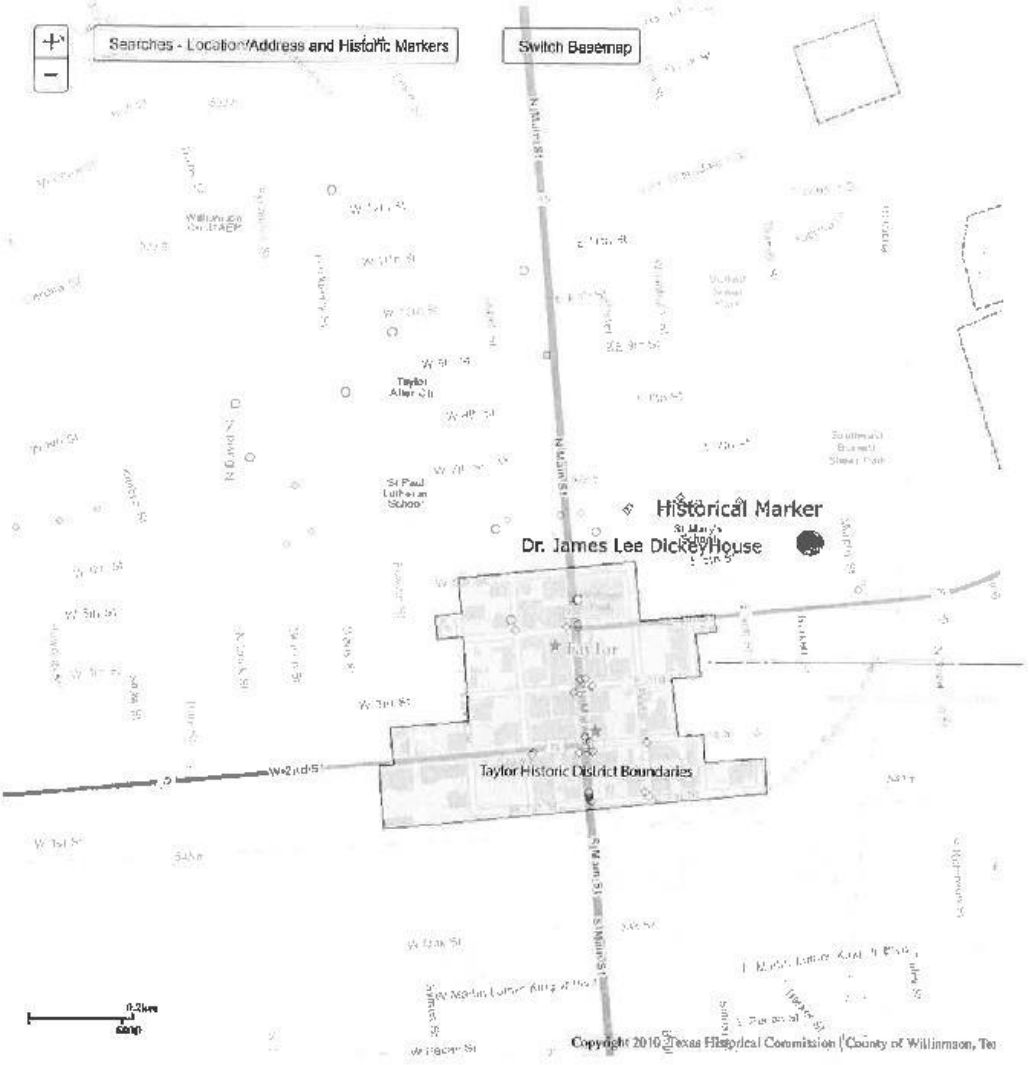
Taylor Dickey Museum and Multipurpose Center

TEXAS HISTORIC SITES *atlas*
history on your desktop

TEXAS HISTORICAL COMMISSION (http://www.thc.state.tx.us/)
real places telling real stories

HOME (/) ATLAS MAP (/MAP) ATLAS DATA (/ABOUT/ATLASDATA) TEXSITE (/ABOUT/TEXSITE) FAQ (/ABOUT/FAQ)

ABOUT ATLAS (/ABOUT)



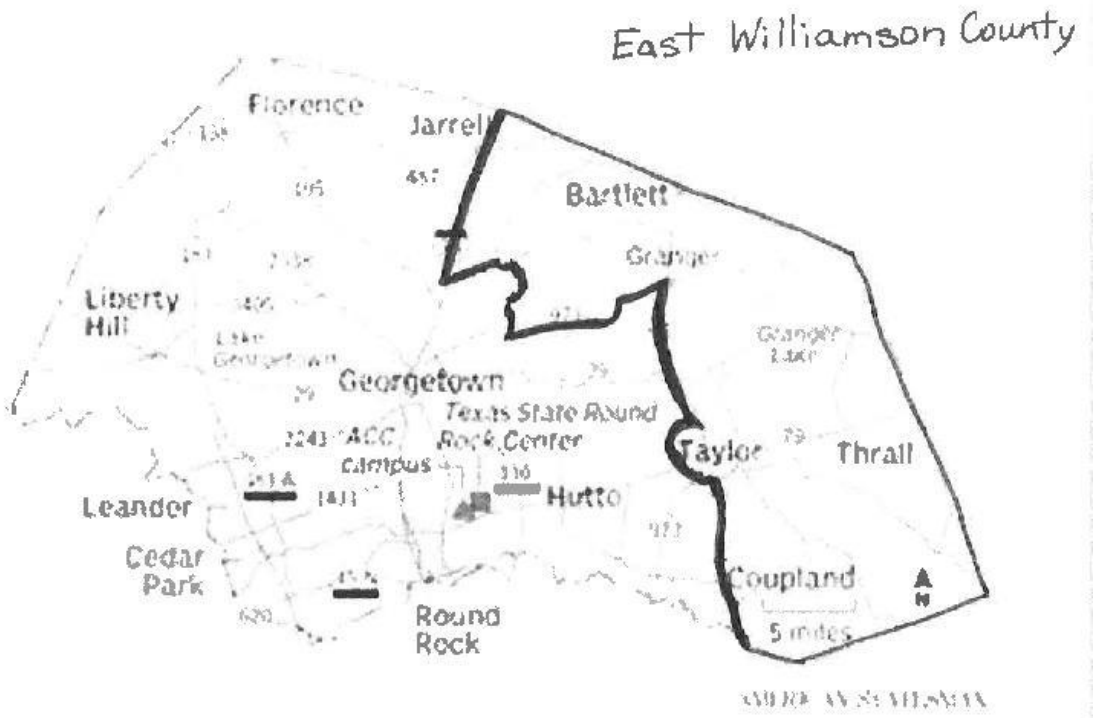
City of Granger Sewer Project


City of Granger
Legend
Lift Station
Google earth
N

City of Taylor Water/Wastewater and Street Reconstruction

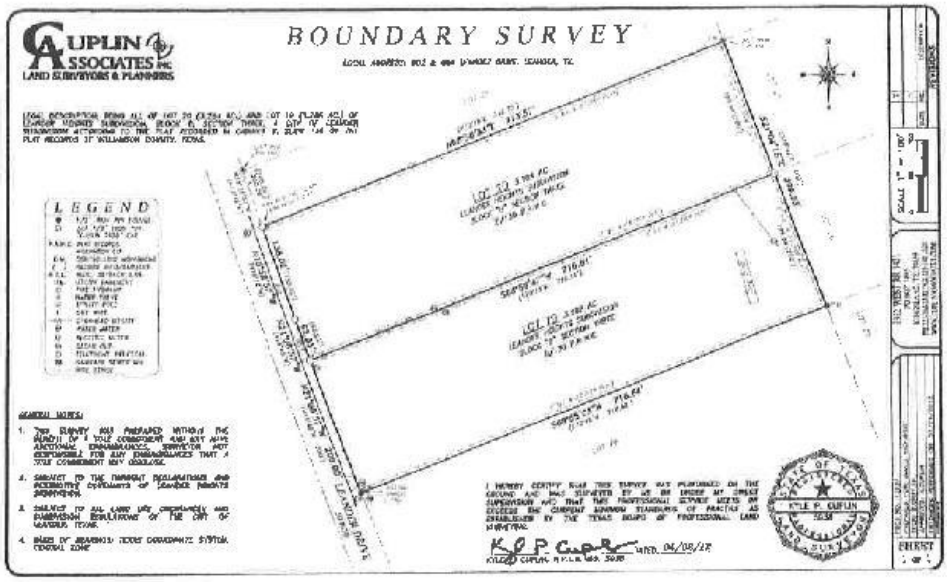

US 70B Business
US 70B Business
US 70B Business
Google

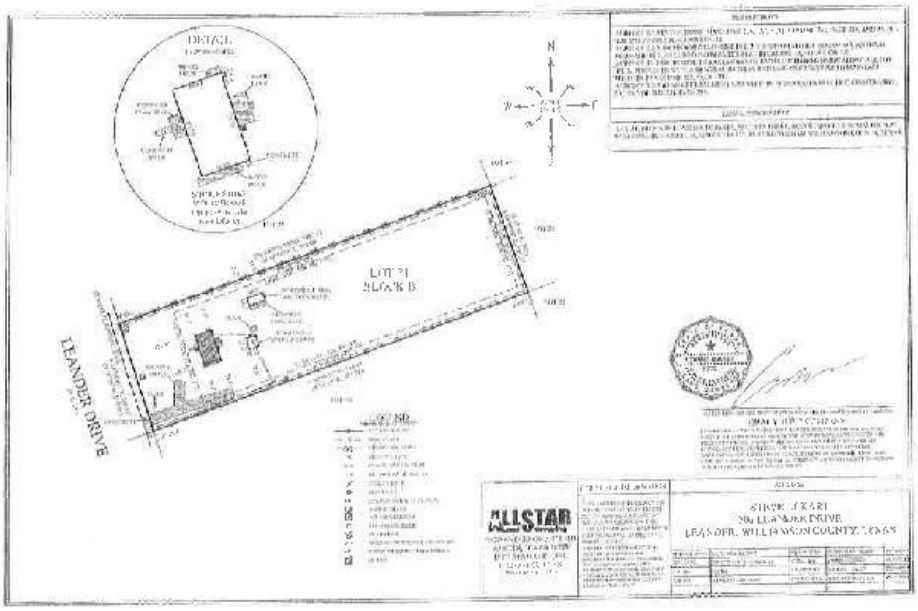
Interagency Support Council of Eastern Williamson County


East Williamson County
Florence
Jarrell
Bartlett
Liberty Hill
Georgetown
Texas State Round Rock Center
ACC Campus
Taylor
Thrall
Leander
Hutto
Cedar Park
Round Rock
Coupland
5 miles

Breaking All Chains

(Alternate Project)


BOUNDARY SURVEY
LEGEND
LOT 19
LOT 20
KYLE P. CUPLIN


DETAIL
LOT 21
BLOCK B
LEANDER DRIVE
ALLSTAR

Public Notices

Williamson County [RE]
710 Main Street, Ste 101
Georgetown, TX 78626
512-943-3757

NOTICE OF PUBLIC HEARING
AND CALL FOR PROJECTS FOR
WILLIAMSON COUNTY/HUD CDBG PROGRAM

Williamson County will be awarded a Community Development Block Grant (CDBG) FY17 (October 1, 2017-September 30, 2018) funding allocation to successfully support community development and affordable housing efforts in low and moderate income areas throughout the County. The County is requesting eligible potential projects to submit applications for consideration. Application packets can be obtained at http://www.wilco.org or by calling 512-943-3757. A public hearing will be held by the Williamson County CDBG office on Tuesday, January 31, 2017 at 5:00pm at the Williamson County Courthouse located at 710 Main Street, Georgetown, TX 78626 (Please use 8th Street entrance). The purpose of the hearing is to announce the CDBG award, receive public comments concerning the CDBG program, and to answer any questions regarding the application process. Comments and concerns will be considered in the development of the 2017 CDBG Action Plan which describes how funds will be utilized.

Dan Gattis, County Judge

Condado de Williamson [RE]
710 Main Street, Ste 101
Georgetown, TX 78626
512-943-3757

AVISO DE AUDIENCIA PÚBLICA Y CONVOCATORIA DE PROYECTOS PARA LA PROGRAMA HUD CDBG / DEL CONDADO DE WILLIAMSON

El Condado de Williamson se ha adjudicado una Beca de Bloque del Desarrollo de Comunidad (Community Development Block Grant (CDBG)) FY17 (1 octubre 2017 a 30 septiembre 2018) la asignación de fondos para apoyar con éxito el desarrollo de la comunidad y los esfuerzos de vivienda asequible en áreas de bajos y moderados ingresos en todo el Condado. El Condado está solicitando posibles proyectos elegibles para presentar las solicitudes para su consideración. Los paquetes de solicitud pueden obtenerse en http://www.wilco.org o llamando al 512-943-3757. Una audiencia pública se llevará a cabo por la oficina del Condado de Williamson CDBG el Martes, 31 de enero 2017 a las 5:00 pm en el Palacio de Justicia del Condado de Williamson ubicado en 710 Main Street, Georgetown, TX 78626 (Utilice la entrada de la calle ocho). El propósito de la audiencia es para anunciar el premio CDBG, recibir comentarios del público sobre el programa CDBG, y para responder a cualquier pregunta relacionada con el proceso de solicitud. Comentarios y preocupaciones serán consideradas en el desarrollo del Plan de Acción CDBG 2017 que describe cómo se utilizarán los fondos.

Dan Gattis, Juez del Condado

City of Weir	Community Center	$315,000
City of Taylor	Street, Water/Wastewater Improvements 3rd Street	$690,392
Dickey Museum	Museum and Community Center	$109,160
Breaking All Chains	Training for youth aging out of foster care	$466,000
City of Granger	Wastewater Lift Station	$294,350
City of Jarrell	CR309 Wastewater Improvements	$215,850
Interagency Support Council	Rural school based mental health program	$25,000
Program Administration		
Total Requested		$2,115,752

Indicated they could do the project in one year if awarded $450,000

Social Service

Social Service

Commissioners Court - Regular Session **60.**

Meeting Date: 07/11/2017

Texas Veterans Commission

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

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on accepting grant funding from the Texas Veterans Commission Fund for Veterans' Assistance.

Background

The Commissioners Court unanimously approved the application to the Texas Veterans Commission on November 1, 2016. This grant will augment the Governor's Office grant for the Williamson County Veterans Treatment Court. It will help provide more comprehensive services for veterans, including transportation assistance, the use of music in veterans recovery and assistance with life planning, which will help veterans achieve more effective and sustainable recovery. There is no match needed for this grant.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Grant Application

NOGA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	07/05/2017 03:09 PM
Form Started By: Kathy Pierce		Started On: 07/03/2017 11:12 AM
Final Approval Date: 07/05/2017		

APPENDIX I - THE APPLICATION
Organization Name: Williamson County
Amount Requested: $30,000
2017-2018 Veterans Treatment Court Grant
Grant Funding Period: July 1, 2017 – June 30, 2018

Applicant Information (Complete all lines)

***Legal Name of Organization:**	Williamson County
***Mailing Address:**	710 Main Street
***City/State/County/Zip:**	Georgetown/Texas/Williamson County/78626
Physical Address (if different)**:**	
City/State/County/Zip :	
***Texas Address** (if organization headquarters are located out of state)**:**	
***City/State/County/Zip:**	
***Website Address:**	www.wilco.org
***Organization/Program Phone Number:**	512-943-1550
***EIN number:**	746000978
***DUNS number:**	076930049

***Applicant Contact** (Project Coordinator – Principal Participant)**:**	Judge Laura Barker
***Contact Title:**	Judge County Court at Law 2
***Phone Number:**	512-943-1410
***E-Mail Address:**	Laura.barker@wilco.org

***Applicant Contact** (Financial Coordinator – Principal Participant)**:**	Kathy Pierce
***Contact Title:**	Executive Assistant to Commissioner Cynthia Long
***Phone Number:**	512-260-6514
***E-Mail Address:**	kpierce@wilco.org

*** Required Information**

APPENDIX I - THE APPLICATION

Organization Name: Williamson County

Amount Requested: $30,000

2017-2018 Veterans Treatment Court Grant

Grant Funding Period: July 1, 2017 – June 30, 2018

True and Correct Statement:

TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL INFORMATION IN THIS APPLICATION IS TRUE AND CORRECT AND COMPLETED PER THE DIRECTIONS OUTLINED IN THE ACCOMPANYING REQUEST FOR APPLICATIONS.

THE APPLICANT ORGANIZATION REPRESENTATIVE HAS READ AND UNDERSTANDS ALL REQUIREMENTS AND PROVISIONS NOTED IN THE ACCOMPANYING REQUEST FOR APPLICATIONS, AND WILL COMPLY WITH ALL REQUIREMENTS AND PROVISIONS NOTED IN THE ACCOMPANYING REQUEST FOR APPLICATIONS AND NOTICE OF GRANT AWARD EFFECTIVE UPON SUBMISSION OF THIS APPLICATION AND THROUGHOUT THE LIFETIME OF THE GRANT IF AN AWARD IS MADE.

THE SUBMISSION OF THIS DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT.

*Authorized Signature: (must be original)	
*Name:	Dan A. Gattis
*Title:	County Judge
*Phone Number:	512-943-1550
*Email:	dgattis@wilco.org
*Date:	November 1, 2016

*** Required Information**

All information must be in sufficient detail to ensure the application can be weighed with other application. Do not leave any item blank. Refer to Section V. Grant Application of the accompanying 2017-18 Veterans Treatment Court RFA document for further instructions.

The grant funding period is based on a 12-month calendar from July 1, 2017 to June 30, 2018. The required expenditure and program performance benchmarks (below) should be used as guidelines when completing the Application.

Date	Grant Period Elapsed	Amount Expended	Performance Met
October 1	25%	15%	15%
January 1	50%	40%	40%
April 1	75%	70%	70%

Part I – Proposed Project Information

Proposed Project Name

1. Provide a name for the Proposed Project.
   Williamson County VTC Rehabilitative Rhythm & Life Planning

Amount Requested

Check the **one** box for the amount being requested. Applicants must refer to **RFA Section IV. Program Guidelines, H. Funding Amounts and Financial Documentation** to ensure they are able to support request amount with correct financial documentation and other requirements.

☐	**$5,000**	☐	**$150,000**
☐	**$15,000**	☐	**$200,000**
☐	**$20,000**	☐	**$250,000**
X☐	**$30,000**	☐	**$300,000**
☐	**$50,000**	☐	**$400,000**
☐	**$75,000**	☐	**$500,000**
☐	**$100,000**		

This Application is not for Veterans Mental Health programs, Housing 4 Texas Heroes programs, or General Assistance programs.

Check the **one** box that best describes the nature of the Proposed Project.

X☐ New Veterans Treatment Court program
☐ Expansion of services of currently-established Veterans Treatment Court program
☐ Maintaining services provided by currently-established Veterans Treatment Court program

Geographic Service Area(s)

Check the **one** box that best describes the nature of the service area for the Proposed Project: Single County or Regional.

X☐ Single County
☐ Regional

Rural Counties, per the Office of Rural Health Policy, are designated below in bold. Rural counties with an asterisk are designated as being part of a Metropolitan Area but are considered Rural based on their census tracks as determined by the Office of Rural Health Policy.

1. Check the county (or counties, if Regional) regardless of region, that the Proposed Project will serve.

Region 1 – Panhandle

☐ **Armstrong ***	☐ **Bailey**	☐ **Briscoe**	☐ **Brown**	☐ Callahan
☐ **Carson ***	☐ **Castro**	☐ **Childress**	☐ **Cochran**	☐ **Coleman**
☐ **Collingsworth**	☐ **Comanche**	☐ Crosby	☐ **Dallam**	☐ **Deaf Smith**
☐ **Dickens**	☐ **Donley**	☐ **Eastland**	☐ **Fisher**	☐ **Floyd**
☐ **Garza**	☐ **Gray**	☐ **Hale**	☐ **Hall**	☐ **Hansford**
☐ **Hartley**	☐ **Haskell**	☐ **Hemphill**	☐ **Hockley**	☐ **Hutchinson**
☐ Jones	☐ **Kent**	☐ **King**	☐ **Knox**	☐ **Lamb**
☐ **Lipscomb**	☐ Lubbock	☐ Lynn	☐ **Mitchell**	☐ **Moore**
☐ **Motley**	☐ **Nolan**	☐ **Ochiltree**	☐ **Oldham ***	☐ **Parmer**
☐ Potter	☐ Randall	☐ **Roberts**	☐ **Runnels**	☐ **Scurry**
☐ **Shackelford**	☐ **Sherman**	☐ **Stephens**	☐ **Stonewall**	☐ **Swisher**
☐ Taylor	☐ **Terry**	☐ **Throckmorton**	☐ **Wheeler**	☐ **Yoakum**

Region 2 – West Texas

☐ **Andrews**	☐ **Borden**	☐ **Brewster**	☐ **Crane**	☐ **Culberson**
☐ **Dawson**	☐ Ector	☐ El Paso	☐ **Gaines**	☐ **Glasscock**
☐ **Howard**	☐ **Hudspeth ***	☐ **Jeff Davis**	☐ **Loving**	☐ Martin
☐ Midland	☐ **Pecos**	☐ **Presidio**	☐ **Reeves**	☐ **Terrell**
☐ **Upton**	☐ **Ward**	☐ **Winkler**		

Region 3 - Alamo

☐ Atascosa	☐ Bandera	☐ Bexar	☐ **Coke**	☐ Comal
☐ **Concho**	☐ **Crockett**	☐ **Dimmit**	☐ **Edwards**	☐ **Frio**
☐ **Gillespie**	☐ Guadalupe	☐ **Gonzales**	☐ **Irion ***	☐ **Karnes**
☐ Kendall	☐ **Kerr**	☐ **Kimble**	☐ **Kinney**	☐ **La Salle**
☐ **Mason**	☐ **Maverick**	☐ **McCulloch**	☐ Medina	☐ **Menard**
☐ **Reagan**	☐ **Real**	☐ **Schleicher**	☐ **Sterling**	☐ **Sutton**
☐ Tom Green	☐ **Uvalde**	☐ **Val Verde**	☐ Wilson	☐ **Zavala**

Region 4 – South Texas

☐ Aransas	☐ **Bee**	☐ **Brooks**	☐ **Calhoun**	☐ Cameron
☐ **DeWitt**	☐ **Duval**	☐ Goliad	☐ Hidalgo	☐ **Jackson**
☐ **Jim Hogg**	☐ **Jim Wells**	☐ **Kenedy**	☐ **Kleberg**	☐ **Lavaca**
☐ **Live Oak**	☐ **McMullen**	☐ Nueces	☐ **Refugio**	☐ San Patricio
☐ **Starr**	☐ Victoria	☐ Webb	☐ **Willacy**	☐ **Zapata**

Region 5 – Gulf Coast

☐ **Austin ***	☐ Brazoria	☐ Chambers	☐ **Colorado**	☐ Fort Bend
☐ Galveston	☐ Harris	☐ Liberty	☐ **Matagorda**	☐ Montgomery
☐ **Walker**	☐ Waller	☐ **Wharton**		

Region 6 – Central Texas

☐ Bastrop	☐ Bell	☐ **Blanco**	☐ **Bosque**	☐ Brazos
☐ Burleson	☐ Burnet	☐ Caldwell	☐ Coryell	☐ Falls
☐ **Fayette**	☐ **Freestone**	☐ **Grimes**	☐ **Hamilton**	☐ Hays

☐Hill	☐Lampasas	☐Lee	☐Leon	☐Limestone
☐**Llano**	☐**Madison**	☐McLennan	☐**Milam**	☐**Mills**
☐Robertson	☐**San Saba**	☐Travis	☐**Washington**	X☐Williamson

Region 7- East Texas

☐**Anderson**	☐**Angelina**	☐Bowie	☐**Camp**	☐**Cass**
☐**Cherokee**	☐**Delta**	☐**Franklin**	☐Gregg	☐Hardin
☐**Harrison**	☐**Henderson**	☐**Hopkins**	☐**Houston**	☐**Jasper**
☐Jefferson	☐**Lamar**	☐**Marion**	☐**Morris**	☐**Nacogdoches**
☐Newton	☐Orange	☐**Panola**	☐**Polk**	☐**Rains**
☐**Red River**	☐Rusk	☐**Sabine**	☐**San Augustine**	☐**San Jacinto**
☐**Shelby**	☐Smith	☐**Titus**	☐**Trinity**	☐**Tyler**
☐Upshur	☐**Van Zandt**	☐**Wood**		

Region 8 – North Texas

☐Archer	☐**Baylor**	☐Clay	☐Collin	☐**Cooke**
☐**Cottle**	☐Dallas	☐Denton	☐Ellis	☐**Erath**
☐**Fannin**	☐**Foard**	☐Grayson	☐**Hardeman**	☐Hood
☐Hunt	☐**Jack**	☐Johnson	☐Kaufman	☐**Montague**
☐**Navarro**	☐**Palo Pinto**	☐Parker	☐Rockwall	☐Somervell
☐Tarrant	☐Wichita	☐**Wilbarger**	☐Wise	☐**Young**

Proposed Project Services

1. Briefly describe the Proposed Project. Be specific in your answer and include the ***Who***, ***What***, ***Where***, and ***When*** of the Project.

   From January 1, 2016 to October 23, 2016 there were 582 arrests of veterans in Williamson County. This is an average of 2.46 veterans arrested each and every day. Many veterans are returning from multiple deployments with post-traumatic stress disorder (PTSD), traumatic brain injury (TBI and mTBI), major depression, poly-trauma, and a whole host of complicating conditions such as substance abuse, family conflict and suicide risk (Tanielian & Jaycox, 2008). There are currently 22 veterans enrolled in the Williamson County Veterans Treatment Court and 11 that have graduated from the program. Of these 33 veterans, all but one had arrests directly or indirectly related to a substance abuse problem. The Williamson County Veterans Treatment Court (WCVTC) is striving to help veterans who are involved in the criminal justice system in Williamson County to receive the individualized therapeutic services and substance use treatment that they need to overcome these issues, and to avoid a continuous cycle of recidivism. The WCVTC would like to expand the core services that they are currently offering veterans, to include evidenced-based recovery options, to help them not only survive and avoid re-arrest, but to thrive in civilian life, becoming responsible and productive members of their communities. To help in this effort, the WCVTC would like to propose the *"Rehabilitative Rhythm & Life Planning Project"*.

   WCVTC proposes using drums and guitars to help veterans tap into all areas of their mind, body and spirit on their person-centered road to recovery, healing and wellness. We will use the services of two Health Rhythm Certified Facilitators, to lead drum and percussion groups that are evidence-based and proven to help with:

   1. **Self-expression** – the drum helps voice emotions that words alone cannot express;
   2. **Camaraderie** which is often missed when soldiers return to individual lives; and
   3. **Empowerment** – the drum helps transform veterans from disabled to capable (Bensimon et al, 2008).

   If a veteran prefers guitar as their form of expression, individual lessons will be available during Phase 3 (Recovery Skills Development) and Phase 4 (Community Transition with Evidence of Treatment) of their program, integrating into their core treatment plan that was developed using the assessment of the veteran when entering the

program. These programs can be an incentive to continue personal growth, rewarding the efforts put into the program during Level 1 (Stabilization and Orientation) and Level 2 (Intensive Treatment). A Master's level psychologist will be contracted, to ensure quality practice standards are met, ensure continuity between all treatment resources, and that the veterans' needs, preferences, and values are respected.

A veteran having involvement and options in their recovery is important for effective treatment and is shown to keep individuals engaged for a sustainable recovery. We propose offering options to help veterans identify their goals in life after their military service has ended, and practical step-by-step coaching in areas of relationships, health, home, finances, career, purpose and more, to help them achieve a healthy balance in life that will carry on with them after their graduation from the program. To achieve these goals, veterans will be offered one of two classes: "Creating a Purposeful Life" by Texas State professor, Dr. Omar Lopez, or "A Life in Balance" an 8-week coaching series offered by the Center for Well Being. These two resources will help the veteran find direction in their lives and will offer mentors opportunities for discussions. These programs, will begin in Phase 4, becoming a capstone that gives the veteran a chance to apply and integrate what they learned in Phases 1 through 3. These courses will offer practical applications on real world challenges, with the benefit of a life coach. With very limited public transportation in Williamson County, we also request funding for transportation vouchers with a local taxi service. This will assist veterans with driver's license problems to reach services and will remove a barrier to wellness and recovery.

2. Briefly describe how Beneficiaries will access and/or be provided with Project services by your organization. Be specific in your answer and include the ***How*** of the Project.

   Veterans when entering the WCVTC program are assessed by a clinician, who helps develop a treatment plan to address the needs of the veteran. WCVTC recognizes the need for the veteran to have say in their road to recovery and the importance of person-center treatment. When the veteran enters the WCVTC, they will receive an assessment at the VA, the Local Mental Health Authority (Bluebonnet Trails Community Center), or a licensed, private provider of their choice. In addition to the veteran's core treatment plan, they will receive a menu of treatment options that they may choose to enhance their personal journey to recovery. Before being sworn into the WCVTC program, the veteran will have the opportunity to meet with the Case Manger from the program to review their treatment plan, with time to ask questions about the WCVTC policies and procedures. The Case Manager will also answer questions on optional resources that are available, to help the veteran determine what is best for their recovery. The Case Manager will meet with the veteran during all phases of the program, helping keep the Judge and Project Team apprised of special circumstances in the veteran's life and treatment. The Judge and Project Team will approve promotion to the next phase of the program and the appropriateness of sanctions or incentives.

Need Identified

1. What is the community need(s) or existing service gap(s) that the Proposed Project will address? Be specific in your answer and sufficiently describe the need that your service area faces to include the ***Why*** of the Project.

   Williamson County is one of the fastest growing counties in the State of Texas with an estimated population by the United States Census Bureau of 508,514 on July 1, 2015 – an increase of 20.3% since the 2010 Census. The county is also adjacent to Fort Hood, the largest military post in the world, resulting in a large veteran population that U.S. Census Quick Facts estimates as 33,337 in 2014. These are all contributing factors to the large number of veterans arrested in the county (582 to date in 2016). The tremendous growth in the county, veterans continuing to locate in Williamson County after their military service ends, and increasing numbers of veterans interacting with the criminal justice system all demonstrate the need for the WCVTC and evidence-based options to help each individual veteran assimilate into our communities and their civilian life. The VA is serving many veterans in Temple and Austin, but with many veterans having driver's license issues, due to alcohol related offenses and with a very limited public transportation system, we need innovative solutions for transportation and individualized treatment. For all of these factors, the need is great in Williamson County.

We propose the use of music and rhythm in our project because music therapy has had a long history of helping military service members convalesce in Army hospitals, as outlined in Technical Bulletin 187 that was issued in 1945 by the U.S. War Department. Since then there have been many studies documenting the success of music therapy, including "Music Therapy and Military Populations: A Status Report and Recommendations on Music Therapy Treatment, Programs, Research, and Practice Policy" (American Music Therapy Association, 2014). This white-paper documents how evidence-based music therapy can help "address cognitive, physical, communication, emotional and social needs of individuals across the life span." Music therapy provides a way to reveal unconscious anxiety and fears, identify and work through traumatic experiences and change these memories into healthier associations. Neurologically, the human brain is able to receive and process music in both hemispheres and multiple locations of the brain (Alluri, Toivianinen, Jaaskelainen, Glerean, Sams, & Brattico, 2011), providing improved functional outcomes along the continuum of care, and becoming a positive component of an interdisciplinary team.

The "Why" for the project is simple. It is a win-win for communities, tax-payers, public safety and especially the Williamson County veterans who have served our country, giving much of themselves and their families. There is a difference in attendance in a veteran's treatment court and a true paradigm change that promotes life altering changes and improved quality of lives for the veteran and their family.

2. How did you identify the community need(s) or problem(s)? Be specific in your answer and sufficiently describe any methods used to identify that the need described above in **Need Identified #1** is present in <u>your service area</u>. Include references to data that may substantiate and support that this need exists in <u>your service area</u>.

   Williamson County began a jail survey in 2012, tracking the number of veterans that were arrested and taken to the Williamson County Jail, types of charges filed, branch of service, if the veteran was involved in combat or was diagnosed with PTSD. The number of arrests has continued to increase with 670 total arrests in 2013, and already 582 arrests in 2016. If the rate remains the same through the end of 2016, there will be approximately 750 veterans arrested this year. Williamson County also has mental health teams that respond to individuals in crisis. The Sheriff 's Office Crisis Intervention Team tracks calls involving veterans and in 2015, 44 crisis calls involved veterans. Many CIT officers that are veterans themselves and a specialized program to assist veterans. Information is also gathered from our Veterans Service Officer, who along with staff, understands the needs of veterans in the county. The WCVTC communicates with attorneys, answering questions for clients on the program. The County's Mental Health Task Force works on identifying needs and gaps in service in the mental health system, and routinely discusses the needs of veterans. Also, the Community Health Assessment completed by the Williamson County and Cities Health District identified mental health as the number one need in Williamson County. The transportation gap was identified in the Community Health Assessment and by a group of community stakeholders that was led by the United Way of Williamson County.

3. How will the Proposed Project address the identified need(s) or problem(s)? Be specific in your answer and sufficiently describe how the components of the Proposed Project as described above in **Proposed Project Services #1** will assist in attempting to resolve the need described above in **Need Identified #1**.

   The expanded services of the WCVTC and the use of music in recovery will help veterans go beyond completing the program to incorporating life changing skills into their lives. There is much data to support the use of music in in trauma and specifically with veterans, including the following:

   - Music therapy in traumatic brain injury rehabilitation improved patients' overall emotional adjustment while it decreased depression, sensation seeking, and anxiety; although control participants had better emotional adjustment and less hostility, they had decreased memory, positive affect, and sensation-seeking behaviors (Thaut, M.H., Gardiner, J.C., Holmberg, D., Horwitz, J., Kent, L., Andrews, G.,....McIntosh, G.C. (2009) Annals of the New York Academy of Sciences, 1169, 406-416).
   - Social interaction is promoted through group music making (Bensimon, M., Amir, D., & Wolf, Y. (2008) Drumming through trauma: Music therapy with post-traumatic soldiers. The Arts in Psychotherapy, 35(1), 34-48).

- ❖ Associations connected to trauma and traumatic memories were accessed in a non-intimidating way through group drumming, and emotional expressions (e.g., rage) were facelifted while promoting a sense of relief and empowerment (Bensimon et al, 2008).
- ❖ Though trauma can isolate and disconnect individuals from society, group drumming restored social relationships by fostering feelings of belonging (Bensimon et al., 2008).

The WCVTC will create a survey to administer to veterans entering the program and again after completion of the program. Reduction in recidivism is important, but measuring quality of life is also important in determining the effectiveness of the program. Although the survey has not been created, we would like to gather information such as:

- ❖ Recidivism rate
- ❖ Increased awareness of resources and connection with VA benefits
- ❖ Improved relationship with family and friends
- ❖ Improved quality of life as demonstrated through healthy free-time activities
- ❖ Improved employment or a purposeful life
- ❖ Reduced number of poor mental health days
- ❖ Increased feeling of camaraderie and community

4. How is the Proposed Project unique from other similar services that may be available in your proposed service area? Be specific with details about what sets your Proposed Project apart.

   As far as we are aware, there are no other veteran's treatment courts using music as an interdisciplinary piece of treatment for their veterans.

Beneficiaries

1. As noted in Section IV. Program Guidelines, C. Eligibility of Beneficiaries, there are specific eligibility requirements for this grant program. Related to the information provided in **Need Identified** above, Applicants may elect to restrict Proposed Project services to particular groups to address needs by narrowing the eligibility of who can receive services through the Proposed Project. Examples include, but are not limited to:
   - Veterans of a particular era (such as Vietnam or OEF/OIF era Veterans);
   - Veterans with a specific character of discharge (such as Honorable, other than Dishonorable, etc.);
   - Veterans' duty status (such as National Guard, Reservist, or Active Duty); or
   - Particular Veteran dependents (such as dependents of newly separated veterans, or surviving spouses of reservists or Guards Members).

   Provide a definition below for each applicable category that will be eligible to receive services, listing any service restrictions of the Proposed Project. Be specific. Do not include the number of clients you anticipate serving.

   Veterans: Any veteran enrolled in the WCVTC is eligible to receive services
   Veteran Dependents: Veteran dependents will indirectly benefit from many of the services provided to veterans, but will not be eligible for music lessons. They will be eligible for counseling services if openings are available. If desire is present, they may be eligible for drumming groups.
   Surviving Spouses: the WCVTC focuses on veterans involved in the criminal justice system and will not serve surviving spouses.

2. Describe any other restrictions on eligibility, if applicable (examples: the Court serves only misdemeanor offenses, beneficiaries must live in a specific service area like a county or region).

   The WCVTC only offers entrance into the program of veterans charged with a misdemeanor crime. Depending on the decision of the State, a felony charge may be reduced in the best interest of justice, which could allow entry of a veteran that was originally charged with a felony.

3. If your organization receives grant funds, it will be responsible for tracking each individual Veteran, their dependents, and survivors that receive grant-funded service(s). The number of unduplicated Veterans, dependents and survivors, as well as cumulative totals, will be reported to the FVA quarterly.

   a. Estimated Number of Clients to be Served
   Enter the estimated number of unduplicated Veterans, Dependents, and Surviving Spouses to be served by the Proposed Project. The information to be entered is a **number**. Do not enter a percentage and do not enter a range.

Performance Measure	Estimated Number of Clients to be Served
Number of Veterans served. (Required performance measure for all applicants.)	52 Veterans
Number of Dependents served. (Required performance measure if served.)	12 Dependents
Number of Veterans' Surviving Spouses served. (Required performance measure if served.)	0 Surviving Spouses
Total Estimated Number of Clients to be Served	64 Total Unduplicated Beneficiaries

   b. Additional Performance Measures and Estimated Volume of Services Provided to Clients
      1. First enter additional performance measures that align with and are related to the Proposed Project in the Performance Measure column. For example, if the Proposed Project includes providing substance abuse counseling, an additional performance measure may be "number of substance abuse counseling sessions provided to beneficiaries."

         Then, provide the estimated volume over the grant funding period for the additional performance measure listed. For example, "120 sessions."

         Additional lines may be added.

Performance Measure	Estimated Volume of Services Provided to Clients
Example: *Number of substance abuse counseling sessions to beneficiaries.*	*Example:* *120 sessions*
Number of drumming sessions available to beneficiaries. (8 modules/drumming units x 3 units/grant period)	24 sessions
Number of drumming sessions attended by veterans. (8 veterans x 8-week unit = 64 veterans/unit x 3 drumming units/grant period).	192 drumming sessions
Number of rides provided to veterans.	125 rides
Number of counseling sessions to beneficiaries.	10 sessions
Number of veterans successfully completing program.	16 veterans
Number of guitar lessons provided to beneficiaries.	90 lessons

   c. Goals and Anticipated Outcomes
      1. First enter goals that align with and are related to the Proposed Project in the Goals column. For example, if the goal is to "clients completing the Veterans Court program will have their criminal charges dropped."

         Then provide the anticipated outcome for the goal listed in the "Anticipated Outcomes" column. For example, "85% of clients will complete the Veterans Court program."

         Additional lines may be added.

Goals	Anticipated Outcomes
Example: *Clients completing the Veterans Court program will have their criminal charges dropped.*	*Example:* *85% of clients will complete the Veterans Court program.*
Clients participating in drumming sessions will have an increased feeling of camaraderie.	85% of clients surveyed will report an increased feeling of camaraderie.
Clients participating in guitar lessons will have an improved feeling of well-being.	80% of clients surveyed will report an increase feeling of well-being.
A program marketing plan will be created.	Marketing plan will be completed by August 2017.
A satisfaction survey will be created and administered to new participants in the WCVTC.	Satisfaction survey will be completed by August 2017.
Clients in need of transportation will receive rides to treatment, court and resources needed for recovery.	95% of veterans in need of transportation will receive a ride voucher.

2. Next, describe how you will determine if anticipated outcomes are met. Examples may include using a client satisfaction survey, following up with clients 30-90 days after receiving services to determine status, tracking pertinent client data.

   The WCVTC will keep track of veterans using the grant-funded services as required by the grant. The treatment court staff will create a satisfaction survey that will be administered when veterans enter the program and again when they complete the program. We will analyze the data to determine if the program offered is successful and effective in the eyes of the veterans, and also compare if veterans that participate in music options offered are more likely to consider the program effective and life-changing.

Project Eligibility

1. Eligibility of beneficiaries to receive services must be verified and documented. List the **specific and/or government forms** your organization staff will use to verify eligibility of clients who can receive as you have defined it above in **Beneficiaries #1** and **#2.** If dependents and surviving spouses are listed as eligible beneficiaries, include how their eligibility will be verified. Types of forms can include, but are not limited to:
   - DD Form 214, Certificate of Release or Discharge from Active Duty
   - NGB-22, National Guard Report of Separation and Record of Service
   - Department of Veterans Affairs (VA) official letter or disability letter
   - State of Texas Issued Driver License with Veteran designation
   - E-Benefits summary
   - Honorable discharge certificate
   - Uniform Services Identification Card
   - VA Health Card

2. Describe how the eligibility verification documents will be retained (example: as listed in your organization's retention policy) **and** maintained (example: in locked filing cabinet or electronically on your organization's server). Note: Retention period must meet minimum requirements as defined in 2 CFR 200.333 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

   Participants of the WCVTC are pre-screened; service connection is verified through DD-214's and the VA. All applicants will be screened to determine veteran's status and financial need. Data and documentation will be retained for reporting purposes. Records will be securely kept in an electronic format. Records will be kept in accordance with the Williamson County retention policy and veteran's privacy will be protected, except as required for grant reporting purposes.

Project Principal Participants

List the principal participants in the organization. Indicate which principal(s), if any, are Veterans. **Refer to the RFA Section III. Definitions of Key Terms for who is considered a Principal Participant.** Résumés are to be included for each Principal Participant and should describe applicable experience by position

Name of Principal Participant	Title	Veteran (Y/N)	# of years of experience in position	Résumé Attached (Y/N)
1. Honorable Laura Barker	Judge County Court at Law 2	N – Military Family	10 months Judge/15 years attorney	Y
2. Kathy Pierce	Executive Assistant to Commissioner Long	N – Military Family	15	Y
3. Jim Cochran	Certified Health Rhythm Facilitator	Y	2	Y
4. Mathew Watkins	Assistant County Attorney	Y	2	Y
5. Jody Cook	Grants Specialist – Williamson County Auditor's Office	N – Military Family	5	Y

1. What are the roles, responsibilities, and qualifications of the Principal Participants listed in the table above as related to the Proposed Project? For example, if a CFO is listed as a principal participant, the description should reference his/her role, responsibilities, and qualifications to the Proposed Project.
   Principal Participant #1: **Honorable Laura Barker -** Oversees the veteran's treatment court program, including but not limited to final decisions on sanctions and incentives.
   Principal Participant #2: **Kathy Pierce –** Writes, monitors and completes grant reporting in a timely manner, with assistance of Grants Specialist from the Auditor's Office.
   Principal Participant #3: **Jim Cochran** – Is a Certified Peer Mentor and Certified Health Rhythm Facilitator who will facilitate drumming sessions.
   Principal Participant #4: **Mathew Watkins –** A military veteran and Assistant County Attorney will ensure that military forms are in order, will authenticate information of veterans requesting entrance into the WCVTC program, and ensure court filings are accurate and complete.
   Principal Participant #5: **Jody Cook –** Jody is an experienced member of the Williamson County Auditor's Office that has successfully monitored several large State and Federal grants. Jody is detail oriented and very familiar with reimbursement grants. She will monitor grant budget, request funding for allowable reimbursements and will provide appropriate documentation with each request.

Partnerships

List agencies and/or organizations that your organization partners with to assist in serving Beneficiaries as part of the Proposed Project. Use additional page(s) if needed. Note: Partnerships may be subject to verification.

Name of Partner Organization	Address	Telephone	Website
Bluebonnet Trails Community Center	1009 N. Georgetown Street, Round Rock, TX 78664	512-255-1720	www.bbtrails.org
Williamson County Veterans Services Officer	301 S.E. Inner Loop, Georgetown, TX 78626	512-943-1900	www.wilco.org

1. Describe the role and how each partner listed in the table above is necessary to accomplish the Proposed Project.

Bluebonnet Trails Community Center is the Local Mental Health Authority for Williamson County. They provide a Jail Diversion Specialist that is familiar with mental health and local resources. The Jail Diversion Specialist attends and participates in court staffings. Bluebonnet Trails also has Certified Peer Mentors and mental health professionals that assist the Project team.

Williamson County Veterans Services Officer attends treatment court staffings and assists participants in the WCVTC program in understanding and enrolling in benefits that they have earned through their military service.

Marketing and Outreach

1. Does your organization have an outreach and/or marketing plan to ensure your organization is able to reach and provide services to the Estimated Number of Clients to be Served as listed in the table for **Beneficiaries #3**?
   ☐ Yes X☐No – but an outreach plan will be completed during the grant period.

2. If yes, describe the outreach and/or marketing plan and how it will ensure that your organization is able to reach and provide services to the Estimated Number of Clients to be Served as listed in the table for **Beneficiaries #3**.

Sustainability after the Grant

1. If your organization were to receive a one-year FVA grant, will the Proposed Project continue after the one-year grant period if you did not receive additional FVA funding?
   X☐Yes ☐ No

2. If yes, please describe how the Proposed Project will continue. Be specific. Include in your answer what other funding will be available to your organization and what other organizations with whom you may be partnering or working to carry on the work of the Proposed Project after June 30, 2018:

   We would try to continue the music resources offered through volunteers in the community and potentially partnering with local university music programs.

3. If your organization has received FVA funding in the past for the Proposed Project, describe why you are applying for a grant again.

Part II – Organization Background

Previous FVA Grant Awards

List any previous grants your organization was awarded from the FVA.

Amount Awarded	Grant/Contract #	Begin Date	End Date	Final Exp %	Final Perf %	Was previous funding for the same Proposed Project under this application? (Y/N)
N/A						

$0 Total FVA Grant Awards

Other Grants and TVC Contracts

1. List all grants and TVC contracts your organization received within the last two (2) years. Do not include FVA grants listed above. Do not list in-kind donations. Use additional pages if needed.

Amount Awarded	Grantor	Grant/Contract #	Begin Date	End Date	Audit Performed (Yes or No)
$104,000	Governor's Office	#2758103	09/01/2016	08/31/2017	No
$104,000	Governor's Office	#2758102	09/01/2015	08/31/2016	No
$73,060	Governor's Office	#2758101	09/01/2014	08/31/2015	No

$1,913,530.35 Total Other Grant Awards – See Exhibit "A"

Williamson County is an entitlement community and receives funds directly from HUD. In addition, Williamson County has and manages grants from U.S. Department of Agriculture; U.S. Department of Interior; U.S. Elections Assistance Commission; U.S. Department of Justice; U.S. Department of Homeland Security; U.S. Department of Health and Human Services; Federal Emergency Management Agency; and the U.S. Department of Transportation. (See Exhibit B).

2. Provide a brief narrative for each TVC (non-FVA) contract that is listed in the above table.

Fiscal Management

Answer each question below and do not leave any item unanswered.

1. What software does your organization used to record accounting transactions?
   QuickBooks ☐ Sage MIP ☐ Fundware ☐ Other (If other, list software) Oracle Financials is used by Williamson County.

2. Does your organization have written accounting policies and procedures for the following? Please be aware that you may be asked to provide copies of the below policies and procedures to FVA staff should you be awarded a grant. Do not list N/A.

	YES	NO
A. Procurement	X☐	☐
B. Vendor Payments	X☐	☐
C. Payroll	X☐	☐
D. Grants Administration	X☐	☐
E. Cash Management	X☐	☐
F. Travel	X☐	☐
G. Capitalization and Equipment	X☐	☐

3. Indicate if each statement is true or false for your organization. Do not list N/A.

	TRUE	FALSE
A. There has been no staff turnover or reorganization in the past 6 months.	X☐	☐
B. The organization uses a Chart of Accounts.	X☐	☐
C. Time sheets are approved and signed by supervisory personnel.	X☐	☐
D. An A-133 Single Audit has been performed in the past 2 years.	X☐	☐

E. Travel receipts are submitted for travel reimbursement requests.	X☐	☐
F. At what amount does your organization capitalize equipment?	$5,000 – Anything over $500 is inventoried	

Performance Reporting

1. What type(s) of data collection tools will your organization use to document Beneficiaries receiving services (required performance measure) and any additional performance measures noted in **Beneficiaries #3 a., b.,** and **c.**?

   We will collect data using Excel spreadsheets and will report as required for grant funding.

2. How will your organization consolidate the collected data **to ensure that beneficiaries that are reported to the FVA are unduplicated**?

   We will compile a spreadsheet with all veterans enrolled in the WCVTC. This will allow us to quantify the number of times that each veteran used services available. Sign-in sheets will be used for group events, such as in drumming sessions. The sign-in sheets will be kept for records and the data recorded on the master spreadsheet for grant reporting. Veterans requiring assistance with transportation will need to get approval for the ride with their Case Manager.

Part III – Budget Tables and Budget Narratives

The budget is broken up into Direct and Indirect Costs. Within Direct Costs there are seven allowable sections. Indirect Costs has one section. Each section represents a Budget Category that will make up your Total Grant Amount Request. The total grant amount request must equal the Amount Requested checked in **Part I – Proposed Project**.

Complete each Table as applicable to your Proposed Project. Costs must be broken out in Tables to a degree that is sufficient to determine if costs are reasonable, allowable, and necessary for the successful performance of the grant project. Costs will be reviewed for compliance with UGMS and federal grant guidance found in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Following each table, a narrative description supporting and discussing each budget item must be entered, as well as a calculation demonstrating how the cost was arrived at. For example, if there is travel in the budget, the narrative must discuss travel and the appropriateness of travel to the project, and the narrative must include calculations to support how the cost was determined.

Costs claimed as direct costs that appear indirect in nature or budgets claiming no indirect costs will be scrutinized for accuracy. Any such costs claimed as direct need to be fully explained, supported, be reasonable and treated in a consistent manner across your organization. The FVA may ask the applicant to re-classify costs as indirect if the support provided does not meet the above criterion.

DIRECT COSTS

A. Salaries and Wages

1. Enter **each** employee that will be directly associated with the Proposed Project. Enter their position title, employee name, percent of time to be allotted to the Project, and employee's annual salary rate.

Table A

Position Title	Employee Name	Annual Salary	% of Time Allocated to the Grant	Total Cost
N/A		$	%	$
		$	%	$
		$	%	$
		$	%	$
		$	%	$
		$	%	$
		$	%	$
		$	%	$
		$	%	$
			Total Table A	$0.00

1. Describe the roles, responsibilities, and qualifications including any required license or certification of each of the positions listed under Salaries and Wages **and** how each of those roles are necessary to accomplishing the Proposed Project. Positions allocated 10% or less must be justified as directly working on the grant. Narrative must also include a calculation to demonstrate how the cost was determined.

B. Fringe Benefits

1. For each Position listed in Table A, include the annual fringe benefits for that position.

Table B

Position Title	Employee Name	Annual Fringe Benefits	% of Time Allocated to the Grant	Total Cost
N/A		$	%	$
		$	%	$
		$	%	$
		$	%	$
		$	%	$
		$	%	$
		$	%	$
		$	%	$
			Total Table B	$0.00

2. Describe the benefits– including health insurance, annual leave, social security and any other applicable fringe benefits – for each position listed in Table B **and** how each of those benefits are necessary to accomplishing the Proposed Project. Narrative must also include a calculation to demonstrate how the cost was determined.

C. Travel

1. Enter employee travel in the table below. This can include travel to and from conferences, training, outreach, and travel to provide services to Beneficiaries. As noted in the RFA Section XI. Grantee Training, funds do not need to be budgeted for travel to Austin, TX for grantee training. This training will be done remotely via webinar or conference call, or in some instances, FVA staff may conduct onsite training visits at the Awarded Applicant's facility.

Table C

Travel Expense	Reason for Travel	No. of Staff	No. of Days	Total Cost
N/A				$
				$
				$
				$
				$
				$
			Total Table C	$0.00

2. Provide a description for each travel item included in the Table above. The description should include, but is not limited to, what the travel is for, who is traveling, costs to be used for mileage rates, meal rates per day, conference registration fees, **and** why the travel is necessary to accomplishing the Proposed Project. Narrative must also include a calculation to demonstrate how the cost was determined.

D. Capital Equipment

This line is not applicable to this FVA grant application and should be left blank. Capital equipment is defined as an article of tangible personal property that has a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the organization's level of capitalization or $5,000. Per Section J. Prohibited Costs, capital expenditures are not allowed for this grant.

E. Supplies

1. Enter a description, unit cost and quantity for each item of supplies to be purchased for the Proposed Project. This category includes normally consumable and general use items that do not reach the threshold for capital equipment. This can include, but is not limited to, general office supplies, furniture, laptops, printers, and toner.

Table E

Description of Supplies	Unit Cost	Quantity	Total Cost
Percussion Health Rhythms Comfort Sound Versa Kit B (Serves 10-15 veterans)	$1,600	1	$1,600
Guitars	$85	5	$425
	$		$
	$		$
	$		$
	$		$
		Total Table E	$2,025

2. Provide a description for each item of supply listed in the Table above **and** explain why each supply item is necessary to accomplish the Proposed Project. Narrative must also include a calculation to demonstrate how the cost was determined.

   The Percussion Health Rhythms Comfort Sound Versa Kit B serves 10-15 people. A detailed description and estimate of the cost is attached as Exhibit "B".

   Beginner acoustic guitars can be purchased through Amazon for $85. The Jasmine S-35 is an exceptional value and provides comfortable feel and excellent playability. A detailed description of the guitar is attached as Exhibit "C".

3. If this is a continuation request and your organization was previously awarded funding for the Proposed Project, note each item of supply listed in the Table above that was also requested as part of a previously funded application **and** explain why it is being requested again. Examples of such items of supply may include laptops, projectors, printers, phones.

F. Client Services

1. List each client service and the cost of each service. Client Services may include, but is not limited to, participant support costs such as emergency financial assistance, transportation assistance, stipends for beneficiaries to attend trainings, mileage for staff to transport a client, and any **contract personnel** that will be providing services to Beneficiaries. An itemized break-out of each client service is required, and extra lines may be inserted into this table.

Table F

Client Service	Average Cost per Client	No. of Clients to be Served	Total Cost
Guitar Lessons ($30/hour x 18 lessons/veteran participant = $540/veteran)	$540	5	$2,700
Certified Drum Facilitator ($10/veteran for 1 ½ hour session) Expect 8-10 veterans/session with 10 modules per session	$100	24	$2,400
Contract Master Level Psychologist ($75/hour x 5 hours/week x 50 weeks)	$194	90	$17,500
Purposeful Life Course (18 hours/veteran of individual meetings @ $20/hour = $360 x 5 veterans	$360	5	$1,800
A Life in the Balance Course ($395 for 8-week course x 5 veterans = $1,975)	$395	5	$1,975

Local taxi service (Average $20/ride x 20 rides = $400/veteran x 4 veterans without driver's license = $2,000	$400	4	$1,600
	$		$
		Total Table F	$27,975

2. Provide a description for each Client Service listed in the Table above **and** explain why each cost is necessary to accomplish the Proposed Project. Include, if applicable, the maximum amount of assistance to be provided to clients. Narrative must also include a calculation to demonstrate how the cost was determined.

   Musicians that offer guitar lessons were called to determine an hourly rate. The average rate of $30/hour was used for calculations. $30/hour x 18 lessons/veteran participant = $540/veteran x 5 choosing to participate = $2,700.

   Two Certified Health Rhythm Facilitators have been contacted and have agreed to provide musical and rhythm sessions for veterans to assist in their road to recovery. Sessions will work to improve self-expression, camaraderie and empowerment to transform from a pain-stricken victim to a liberated warrior, capable of success in the civilian world. Facilitators will be paid $10/veteran for a 1 and ½ hour session) with 8-10 veterans expected per session. $10/veteran x 8 veterans/session = $80/session x 10 modules = $800/drumming unit. Three drumming units @ $800/unit x 3 units = $2,400. To ensure that quality practice standards are met a Master's level psychologist will be contracted at $75/hour x approximately 4.6 hours/week = approximately $350/week x 50 weeks = $17,500.

   Veterans will be offered a choice between two practical step-by-step coaching programs that will help them to continue the success that they have achieved through completion of their treatment program. The programs are optional for veterans and will begin during Phase 4 of their treatment. The Purposeful Life Course is 18 hours/veteran @ $20/hour = $360 x 5 veterans = $1,800. The Life in the Balance Course is $395 for an 8-week course x 5 veterans = $1,975.

   To fill the need for transportation, we will use a local taxi service, who has agreed to give us discounted, predetermined rates for rides. When a veteran is in need of a ride, they will call their Case Manager, who will complete a form with details of the ride. The form will be sent to the taxi service, who will give the price of the ride to the Case Manager who will approve the ride. The taxi service will invoice the County for payment at the first of every month. Although the taxi service can provide rides to the VA in Austin, Cedar Park or Waco, the line item for transportation was calculated by using an estimate for a ride to Georgetown. Approximately $20/ride to Georgetown x 20 rides/veteran = $400 x 4 veterans needing transportation assistance = $1,600.

G. Construction

The FVA grant does not cover the cost of construction. This line is blank.

H. Other Direct Costs

1. List any direct costs not included in the above tables. Direct costs that appear indirect in nature need to be fully explained, supported, be reasonable and treated in a consistent manner across your organization. The FVA may ask the applicant to re-classify costs as indirect if the support provided does not meet the above criterion.

   Table H

Other Direct Costs	Annual Cost	Allocation % (if applicable)	Total Cost
N/A	$	%	$0.00
	$	%	$
	$	%	$
	$	%	$
	$	%	

	$	%	$
	$	%	$
		Total Table H	$0.00

2. Provide a description for each item of other direct costs listed in the Table above **and** explain why each cost is necessary to accomplish the Proposed Project. If costs are allocated an approximate percentage to be charged to this grant is to be included. Narrative must also include a calculation to demonstrate how the cost was determined.

I. Total Direct Charges

All Personnel, Fringe Benefits, Travel, Equipment, Supplies, Client Services and Other Direct Charges and should sum to Total Direct Charges on Line I of Table K below.

INDIRECT COSTS

J. Indirect Costs

Allowable Indirect Cost Recovery for FVA grants is limited to 10% of total direct costs for all applicants. Indirect charges are those items that are often considered "overhead," and can be classified as those costs associated with accounting, human resources, and other administrative and facility-related costs.

Typical examples of indirect cost for many nonprofit organizations may include depreciation on buildings and equipment, the costs of operating and maintaining facilities, and general administration, such as the salaries and expenses of executive officers, personnel administration, and accounting.

If your organization has a federally negotiated indirect cost agreement, that document must be submitted as part of the Application Package with enough detail so that staff is able to determine that direct and indirect costs are similarly treated.

If your organization does not have a federally negotiated indirect cost agreement, the flat 10% rate of total direct costs is allowable. Please keep in mind that direct and indirect costs must be treated in a similar manner as they are across your organization and may be reviewed for accuracy during compliance visits.

Costs claimed as direct costs that appear indirect in nature or budgets claiming no indirect costs will be scrutinized for accuracy. Any such costs claimed as direct need to be fully explained, supported, be reasonable and treated in a consistent manner across your organization. The FVA may ask the applicant to re-classify costs as indirect if the support provided does not meet the above criterion.

For more information regarding direct and indirect costs, please see 2 CFR §200.412-414.

1. Enter the total Direct Costs in Table J. to calculate the total allowable Indirect Recovery. Then enter the total Indirect Recover to be charged to the grant – this amount may not be more than the total allowable Indirect Recovery.

Table J

Total Direct Costs (Total of Table A through Table H)	Maximum Indirect Costs (as percentage of Direct Costs)	Total Allowable Indirect Recovery	Total Indirect Recovery to be Charged to Grant
N/A	**10%**	$	$
		Total Table J	$0.00

2. If your organization is not submitting a federally negotiated indirect cost agreement, provide a basic line item description for each indirect cost (ex. Executive Director, IT, Facilities). No further explanation is required. Again, direct and indirect costs are to be treated consistently and similarly either as a direct or an indirect cost in order to avoid double-charging the grant.

K. Budget Table

Enter the all Total lines from Tables A-H and J on the corresponding line below. The total of Table K **must** match the grant amount being requested in **Part I: Proposed Project Information Amount Requested**.

Table K

Table	Budget Category	Total Cost
DIRECT COSTS		
A	Salaries and Wages	$
B	Fringe Benefits	$
C	Travel	$
D	Capital Equipment	
E	Supplies	$2,025
F	Client Services	$27,975
G	Construction	
H	Other Direct Costs	$
I	**Total Direct Costs**	$30,000
INDIRECT COSTS		
J	Indirect Costs	$
	Total Indirect Costs	$
	Total Grant Amount Requested	$30,000

L. Matching Funds

Describe what other funding sources and/or matching funds your organization will be using to support and accomplish the goals of the Proposed Project. This information helps to provide a complete picture of what resources will be used to accomplish the Proposed Project. Be specific in your answer by including, for example, any other grants that may fund portions of the Proposed Project, in-kind donations, or volunteer time that assists in the delivery of Proposed Project services.

Williamson County receives assistance from the Governor's Office for personnel and other core functions of the WCVTC program. The Williamson County Veterans and Specialty Courts Foundation has also been established that can assist in covering costs over the $30,000 requested. With the creation of a marketing and outreach plan, we hope to inform citizens on the needs of veterans and to raise donations to continue to support veterans' other needs, which are not covered by grant funding.

TVC Award Number: **VTC_17_0488**
Fiscal Year: **2017**

FVA Veterans Treatment Court
Notice of Grant Award
to
Williamson County

Mailing Address:	Physical Address:	Grant Title:
701 Main Street **Georgetown, Texas 78626**	**701 Main Street** **Georgetown, Texas 78626**	**Veterans Treatment Court - 2017**
		Date Grant Awarded: **July 1, 2017**
Amount of Award: **$30,000**		Term of Grant: **July 1, 2017 to June 30, 2018**
Payment Method: **Reimbursement**		Awarding Agency: **Texas Veterans Commission**
Authority: **Government Code Section 434.017**		

The approved signature below serves as a formal acceptance by the Texas Veterans Commission (TVC) of the Grantee's Application, and addenda (if any) and the approval of this Notice of Grant Award creates a legally binding agreement between the Grantee and TVC. The Program requirements (e.g., objectives, scope, budget, methodology) as stated in (1) the applicable federal and/or state statute and regulations, (2) the original Request for Applications (RFA) including any addenda issued, (3) the addenda to Grantee's Application (if applicable), and (4) Grantee's Application are incorporated into and made a part of this Notice of Grant Award for all purposes, supersede any prior or contemporaneous understandings between the parties pertaining to the subject matter herein whether oral or written, and collectively constitute the entire agreement between the parties. In the event of a conflict in the language contained in the incorporated documents, conflicts shall be resolved by reference to the language contained in the documents in the order listed above. Any changes to the approved Grant must follow TVC's amendment process.

Approving TVC Official:

_____ Date_____

Thomas P. Palladino
Executive Director

Authorized Grantee Official:

_____ Date_____

Judge Dan A. Gattis
Williamson County Judge

Commissioners Court - Regular Session **61.**

Meeting Date: 07/11/2017

Texas Emergency Medical Task Force Memorandum of Agreement

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any appropriate action to approve Texas Emergency Medical Task Force Memorandum of Agreement for Williamson County EMS.

Background

The purpose of this TX EMTF MOA is to establish a mechanism for the utilization and coordination of emergency medical resources and assets in the event of an emergency or disaster, for training purposes, or any other purpose as determined by the Lead Regional Advisory Council, EMTF Region, or the Department of State Health Services. This agreement can only be activated for a State tasked deployment, only by written notification (the "State Mission Agreement") and WCEMS must acknowledge receipt of the State Mission Agreement within (1) hour and must accept or decline the Mission within (2) hours of receipt. The agreement is being updated as the regional advisory council that is responsible for the EMTF has changed. There are no changes from the previous 2013 agreement. Williamson County legal has reviewed the agreement.

Fiscal Impact

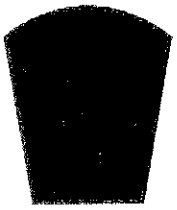
From/To	Acct No.	Description	Amount

Attachments

EMTF MOA

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	07/03/2017 09:52 AM
County Judge Exec Asst.	Wendy Coco	07/06/2017 02:31 PM
Form Started By: Michael Knipstein		Started On: 06/30/2017 02:15 PM
Final Approval Date: 07/06/2017		



MEMORANDUM OF AGREEMENT
between
LEAD REGIONAL ADVISORY COUNCIL
and
SPONSORING ENTITY
for
EMERGENCY MEDICAL TASK FORCE

1. PARTIES

The Parties to this Memorandum of Agreement ("Agreement") are a Department of State Health Services designated Lead Regional Advisory Council ("Lead RAC") **Capital Area Trauma Regional Advisory Council (CATRAC)**, properly authorized to do business in the State of Texas, and **Williamson County EMS**, as a Sponsoring Entity, hereafter referred to as "Sponsoring Entity" that wishes to participate as a member of the Emergency Medical Task Force ("EMTF").

Entities eligible to participate in the Emergency Medical Task Force Program include:

a. Pre-hospital Emergency Medical Services Providers

i) Must be a DSHS Licensed Emergency Medical Services Provider or First Responder Organization (FRO).
ii) Must meet Texas Department of State Health Services (DSHS) requirements for minimum, lawful staffing per applicable DSHS licensure.
iii) Must have at least twelve (12) months of experience providing emergency medical services in the State of Texas.
iv) Must maintain a business office within the boundaries of the State of Texas.
v) Must adhere and abide by all federal, state and local laws and rules and must adhere and abide by the Texas Health & Safety Code, Chapter 773, Emergency Medical Services and the Texas Administrative Code, Title 25: Health Services, Chapter 157: Emergency Medical Care during the time of its deployment to provide mutual aid in a pending or actual disaster.

b. Healthcare Facility Clinical Personnel

i) Must operate a Department of State Health Services licensed General Hospital.
ii) Must maintain a business office within the boundaries of the State of Texas.
iii) Must adhere and abide by all federal, state and local laws and must adhere and abide by the Texas Health & Safety Code, Chapter 241, Hospitals and the Texas Administrative Code, Title 25: Health Services, Chapter 133: Hospital Licensing.

c. Physician and Professional Clinical Groups

i) Must be a business doing business in the State of Texas, providing board certified Emergency Medicine Physicians, Physician Assistants and Nurse Practitioners.

ii) Must maintain a business office within the boundaries of the State of Texas.

2. EXECUTIVE SUMMARY

The Texas Emergency Medical Task Force is comprised of eight regional teams, strategically located throughout the State of Texas, aligned with the DSHS Public Health Regions. These regional teams leverage existing relationships with EMS Providers, Fire Departments, Hospitals and Healthcare Organizations to provide personnel and essential resources available to respond within its specific region or throughout the State when needed. In general, regional deployments are shorter than 12 hours in duration and are initiated at the request of a local partner or jurisdiction. This type of activation constitutes regional mutual aid; therefore reimbursement may not be available. Activations originating at the state level will include a mechanism for reimbursement through a State Mission Assignment ("SMA"). Additionally, an incident that exceeds twelve (12) hours in duration will include a mechanism for reimbursement per Chapter 418 of the Texas Government code. It is important to note that an incident which warrants a State Mission Assignments can occur anywhere within the State of Texas and that Parties to this memorandum may be activated on a regional mutual aid request and transitioned to a State Mission Assignment when the incident exceeds the State threshold based on complexity, duration or cost. Additionally, the Emergency Medical Task Force may be activated by the State of Texas to respond outside the State, if requested by other States or through the Federal Emergency Management Agency, the Federal Health and Human Service Department or another duly authorized federal agency.

The Emergency Medical Task Force Program consists of seven components: Task Force Leadership, Ambulance Strike Teams, Ambulance Buses, Mobile Medical Units, Registered Nurse Strike Teams, Medical Incident Support Teams and Ambulance Staging Management Teams. These components provide maximum flexibility for the activation, deployment and utilization of specialized teams and resources needed for unique situations and missions resulting from tragedies, such as hurricanes, tornadoes, earthquakes, wildfire, flooding, terrorism and any other natural or manmade disaster.

The Emergency Medical Task Force relies on active participation from partners and stakeholders within each region and across the State of Texas to provide this valuable response capability to the citizens of Texas.

3. PREEMPTION

a. This Agreement is not intended to replace any mutual aid agreement or compact that a Sponsoring Entity legally has in place in its community.

b. Any business or contractual relationship that exists outside the scope of this Agreement between the Lead RAC and the Sponsoring Entity shall remain in full

effect, and where provisions are applicable to multiple agreements, the Parties agree to comply with the higher standard.

c. Parties agree that the Sponsoring Entity has the right to accept or decline an activation request during the process.

d. The Lead RAC has final authority to assign Resources to positions within the team for a specific activation.

4. LIABILITY

a. Sponsoring Entity shall have no right, and does by this Agreement waive its right, to file a claim(s) against DSHS, the State of Texas, and the Lead RAC for any personal or property injuries, damages or requests for State subrogation for any tort that they may incur during activation or arising therefrom, or any other claims filed against them as a result of their activities during activation. DSHS, the State of Texas, and the Lead RAC do not waive any immunity from suit or liability that they may have under state/federal laws and the Texas constitution notwithstanding the above. To the extent that Resource is a local governmental entity, unit of State government, or a Texas political subdivision, the waivers provided herein are further subject to state law and the Texas constitution which may make them unenforceable in whole or in part.

b. Sponsoring Entity shall assume responsibility for liability claims, malpractice claims, disability claims, workers' compensation claims, attorneys' fees, and other incurred costs to the extent required by Texas law for its personnel and equipment.

c. The Sponsoring Entity shall continue to assume legal and financial responsibility of the personnel and equipment for the duration of activation or deployment.

5. RESOURCE CREDENTIALING

a. Sponsoring Entity shall ensure that all personnel meet all licensing, training and certification requirements related to his/her particular profession and/or mission.

b. Sponsoring Entity shall ensure that all personnel are actively employed and engaged in the clinical specialty which they are assigned within the team.

6. REIMBURSEMENT

a. Summary

i) The Emergency Medical Task Force Program, in conjunction with the Department of State Health Services, committed to timely reimbursement of Sponsoring Entities that provide resources and personnel in times of disaster.

ii) Sponsoring Entities are encouraged to file their reimbursement packets through their Lead RAC as quickly as possible to ensure timely reimbursement from DSHS but no later than 6 (six) months after the demobilization.

iii) Reimbursement for costs associated with EMTF activities will be process and paid within 45 days. The 45 day reimbursement timeline will begin only after a completed reimbursement packet is accepted by the Department of State Health Services.

7. TERM

a. The term of this Agreement is ongoing until cancelled by either part with 30 day written notice to the other. This Agreement will be governed by and construed in accordance with the laws of the State of Texas without regard to its conflicts of law rules.

8. MODIFICATION

a. This Agreement constitutes the complete agreement between the Parties relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether written or oral, with respects to such matters.

b. This Agreement may only be modified through a written amendment signed by the Parties and thus no oral modifications hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement periodically as may be required by federal or State law.

c. Operational plans and administrative procedures pertaining to the participation of the Sponsoring Entity within the program will be facilitated through the Sponsoring Entity Point of Contact, listed below. Changes to the individual identified as the Sponsoring Entity Point of Contact shall be submitted in writing by the authority signed below.

Sponsoring Entity Point of Contact:
Name: Mike Knipstein
Title: EMS Director

d. Any notice required under this Agreement to be given to either the Lead RAC or the Sponsoring Entity shall be made in writing to:

Lead RAC: CATRAC
Attn: Dave Reimer
Address: 4100 Ed Bluestein Blvd., Suite 200
Austin, TX 78721

Entity: Williamson County EMS
Attn: EMS Director
Address: PO Box 873
Georgetown, TX 78627

IN WITNESS WHEREOF and acknowledging acceptance of the foregoing, the Parties affix their signatures hereto

CATRAC

Dave Reimer
Signature
Printed Name: Dave Reimer
Title: Executive Director

06-29-2017
Date

Williamson County EMS

Signature
Printed Name: ~~Mike Knipstein~~ Dan Gattis
Title: ~~EMS Director~~ County Judge

Date

Commissioners Court - Regular Session **62.**

Meeting Date: 07/11/2017

Banfield Grant for dental machine

Submitted For: Cheryl Schneider **Submitted By:** Cheryl Schneider, Animal Services

Department: Animal Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a grant of $5,162.00 by Banfield Foundation to Williamson County Regional Animal Shelter to purchase a Dentalaire Prestige Dental Station with built-in scaler; including authorization to execute the grant agreement terms and conditions.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Banfield Grant

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	07/05/2017 03:13 PM
Form Started By: Cheryl Schneider		Started On: 07/05/2017 10:20 AM
Final Approval Date: 07/05/2017		

FUNDING TERMS AND CONDITIONS for VETERINARY EQUIPMENT GRANT to:
Williamson County Regional Animal Shelter

The granting of funds from the Banfield Foundation is subject to the below terms and conditions.

1. Recipient acknowledges that a grant of $5,162.00 has been approved by Banfield Foundation to Williamson County Regional Animal Shelter to purchase a Dentalaire Prestige Dental Station with built-in scaler and to cover the equipment shipping costs for your surgical suite.

2. Recipient will assume total liability for the equipment purchased and its use for the life of the product.

3. If, for some reason the Recipient's organization is unable to proceed with the funded project, the Recipient's organization must inform Banfield Foundation in writing as soon as possible and immediately repay the funding amount received.

4. Any variation to the project, as detailed in the application form, must be agreed to in writing by the Banfield Foundation.

5. Banfield Foundation understands and supports Recipient publicizing receipt of grants to its communities via news releases, newsletters, organization's website, Facebook, etc. Recipient agrees to provide Banfield Foundation the opportunity to preview and edit material prior to release. Recipient is encouraged to send Banfield Foundation digital photos and stories of pets and people helped through Banfield Foundation's grants. Recipient authorizes Banfield Foundation, Medical Management International, Inc. (MMI), and/or Banfield Pet Hospital to share these photos and stories on its print, digital and/or other media, and acknowledges such possible sharing. Recipient represents and warrants that it has obtained a release, for each photo and story provided, that permits Banfield Foundation, MMI and Banfield Pet Hospital to use the photos and stories submitted in print, digital, or other media.

6. Recipient will provide the Banfield Foundation with a written report on the achievements of the project's agreed objectives and/or performance indicators including a financial report detailing how funds were spent either within one month of completion of the funded project **or** by June 30, 2018. Report should include any promotional materials or media releases concerning the funded project.

7. If the recipient breaches any of these terms and conditions, the Banfield Foundation reserves the discretionary right to reclaim in part or in whole the funding.

8. Please sign this Terms & Conditions and return it to Banfield Foundation, 18101 SE 6th Way, Vancouver, WA 98683 by July 12, 2017 and retain a copy of this document for your records. Only after this has been received will monies be distributed to Williamson County Regional Animal Shelter.

SUBMITTED BY:



Kim Van Syoc
Executive Director
Banfield Foundation
18101 SE 6th Way
Vancouver, WA 98683

ACKNOWLEDGED BY:

Name

Title

Date

Signature

Commissioners Court - Regular Session **63.**

Meeting Date: 07/11/2017

Po approvals

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 an amendment and changes to the FY16.17 Budget Order.

Background

A requested amendment is added to Section 5 and Section 6 of the Budget Order regarding the requisition process and changes are requested to Section 5, #1 and #2 of the Budget Order.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

proposed.sec.6

Proposed.sec.5

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Wendy Coco	06/22/2017 11:14 AM
Form Started By: Rebecca Clemons		Started On: 06/22/2017 09:48 AM
Final Approval Date: 06/22/2017		

VI. ACCOUNTS PAYABLE - GENERAL PROCEDURES

1. The following definitions apply to the Accounts Payable section of this order.

   a) Authorized travel -any travel by a county official or employee for the purpose of official county business.
   b) Day travel -travel **outside** the county that does not include an overnight stay.
   c) Overnight travel -travel **outside** the county that **exceeds** a 50-mile radius and does include an overnight stay.
   d) Emergency -the occurrence of an unforeseen circumstance, which may result in harm to the public good.
   e) Official county business -business that relates directly to a person's work function and directly benefits the county.
   f) Training reimbursement -shall include all expenses relating to training including travel to the destination, meals, lodging and training aids. (workshops, seminars, conferences)
   g) Travel reimbursement -shall include all expenses relating to travel including travel to the destination, meals and lodging. (Delivering documents, transporting a prisoner, attending county business meetings.)

2. The purpose of the Accounts Payable procedures is to promote the prudent exercise of judgment when spending county dollars. This policy will provide accountability and consistent Accounts Payable procedures in the issuance of checks for Williamson County obligations. The responsibility to observe these guidelines rests with the employee, supervisor or department head who certifies conformance to these guidelines by approving the expenditure.

   a) Any bill or invoice must be submitted to the County Auditor for payment within fourteen (14) days of receipt by the Department all expense reimbursements must be submitted to the County Auditor for payment within sixty (60) days of the expenditure.
   b) Checks for payment of county obligations will be issued not later than 30 days after the date the invoice is received in the Accounts Payable department, pursuant to Texas Govt. Code Sec. 2251.021.
   c) Checks will be issued every Tuesday. When an issuance date falls on a holiday, checks will be issued on either the first working day before or after the holiday.
   d) The cutoff day for receiving invoices for each check run will be Wednesday. The Accounts Payable department will endeavor to process invoices that are received from Thursday to the following Wednesday approximately 13-20 days after the invoice is received in our department.
   e) Any invoice or expense reimbursement requiring additional review or signatures may cause delays in processing.
   f) Manual checks will be issued in emergency situations only.
   g) Purchase orders are required for ALL purchases of materials and supplies, pursuant with the Texas Local Government Code, Chapter 113, Section 901 and the County Purchasing Manual. The Auditor's office will not process payment for an invoice without the required purchase order. Any expense incurred without the required Purchase Order must be submitted to the County Judge, along with the County Judge Approval Form, for his waiver of the Requisition requirement prior to submitting the expense to Accounts Payable for payment.
   h) All Department Heads/County Officials shall ensure purchase requisitions are not created and approved in Oracle by the same individual.

ih) Discrepancies between invoices & purchase orders should be brought to the attention of the Purchasing department before submitting to Accounts Payable.

ji) PO numbers should be included on the invoice from the vendor. If the PO number is not indicated, the department should include the PO on the invoice when submitting it to the Accounts Payable Department.

kj) Invoices shall be submitted as a signed original or electronically. Do not submit both ways to avoid duplication of payment. Please include all relevant back up documents and signatures with the electronic copy.

lk) All authorizations and account coding should be made on the invoice.

ml) Approval signatures and account coding should not be made on the remittance portion of the invoice. If necessary, attach an additional sheet with approval authorization.

nm) If a PO is not required, (Consult Purchasing Guide) please submit a check requisition request with appropriate documentation directly to Accounts Payable. Please note, in either circumstance there is a 13-20 day processing time from the date Accounts Payable receives the request.

on) Any questions or extenuating circumstances should be directed to the Accounts Payable department.

po) A request for reimbursement for an on-line expense (e.g., e-tickets or hotel deposit) a printout of the on-line/e-mail receipt should be attached to your expense report.

qp) Cell phone use will be reimbursed/paid according to the county cell phone policy.

rq) Any mailings sent by a county department or official using county funds must be in furtherance of legitimate county business and must comply with all state ethics rules and other laws and regulations.

sr) All county meetings should be held in county facilities whenever feasible and such facilities are available. If the county meeting space is not available, other publically owned facilities, such as those owned by cities and school districts, should be utilized as the rental of these facilities is often at little or no cost.

ts) Transfer of funds out of the following line items will not be allowed:

i) Training
ii) Gasoline
iii) Cell Phones

ut) Transfer of funds into any of the above line items may be allowed.

vu) Transfer of funds out of, within, or to the following line items will not be allowed, with the exception of line item 1107/Temp-Seasonal:

i. Salaries- This pertains to salary line items that are budgeted based on position control. This includes object codes 1100, 1101, 1102, and 1105. Line item transfers between 8000 accounts and salary lines for the purpose of merit money allocation/ re-allocation are permissible and will be placed on the agenda for Commissioners Court approval/review.
ii. Fringe Benefits

wv) All recruitment items purchased must comply with Article III, section 52 of the Texas Constitution. Thus, the predominant purpose of any expenditures on recruitment materials must be to accomplish a "direct" public purpose and be in compliance with the provisions of this policy in order to ensure that Williamson

County receives a return of public benefit from said expenditures. Williamson County recognizes the need to identify, recruit and hire qualified employees.

i. Funds for recruitment items must be approved during the annual budget process.
ii. Items must not state the name of any individual, but instead the name of the county and/or department or office.
iii. "Give Away" items such as pens, pencils, etc. should not exceed $2.00 per item.
iv. All purchases must follow procurement guidelines.

V. PURCHASING – GENERAL PROCEDURES[RC1]

~~3. Since the Purchasing function within Williamson County is neither centralized or decentralized, frequent communication and training between individual county departments and the Purchasing Department are both vital and necessary to best facilitate the judicious expenditure of county dollars. As such, employees of Williamson County departments conduct many purchasing functions under the delegated authority of the county's Purchasing Agent. Responsibility for adherence and compliance to all Purchasing Policies and legal requirements rests primarily with the employee, under the supervision of either a Department Head or Elected Official who certifies conformance. Interpretations and clarifications as to legal requirements and Purchasing Policies should be addressed by the Purchasing Department and legal counsel as necessary.~~

~~4. Williamson County uses both Purchase Orders and Procurement Cards (P-cards) for general purchases of goods and services. A good understanding and working knowledge of each procurement method is essential before a purchase is requested or conducted by any employee. Each method has its own policies that must be strictly followed.~~

1. The purpose of this section is to facilitate the judicious expenditure of county dollars. This policy will provide consistent procedures for the acquisition of materials, supplies, and services required by Williamson County. The responsibility to adhere to all Purchasing policies rests with the employee, supervisor or department head who certifies conformance to them. Any questions related to conformance should be directed to the Purchasing Department prior to making a purchase.

2. County purchasing policies must be strictly adhered to for all purchases and can be located on the SharePoint Purchasing Portal at: *https://wilco365.sharepoint.com/purchasingportal*.

   - County Purchase Requisitions and Purchase Orders must be submitted electronically. All Department Heads/County Officials shall ensure Purchase Requisitions are not created and approved in Oracle by the same individual. There must be a separation between Requisition originators and Requisition approvers. This is to ensure proper segregation of duties to prevent error and fraud.
   - All purchases for materials, supplies and services require a Purchase Order prior to placing the order.
     - *Purchases $2,000 or greater require approval of the County Judge.*
   - Requests for a Purchase Order after the order is placed will not be processed except for the following items:
     - Repair services (i.e. equipment repairs, vehicle repairs etc., includes purchase and/or replacement of any parts). Purchase Requisition must be entered as soon as possible after the purchase was made.

- Goods and Services purchased during an emergency (i.e. public calamity). Purchase Requisition must be entered as soon as possible, after the purchase was made and the purchase must be exempted during the next possible Commissioners Court meeting

- Purchases for supplies and materials for which a Purchase Order was not issued prior to the purchase must be approved by the County Judge. Please complete the *County Judge Approval Form* located on the Auditor's Portal for these purchases.
- Procurement Cards (P-cards) may be utilized as an alternate purchasing method to Purchase Orders for small dollar purchases, registration fees, business travel and training. P-card holders must adhere to the Williamson County Procurement Policy located in the Procurement Card Manual at the SharePoint Purchasing Portal at https://wilco365.sharepoint.com/purchasingportal.
  - Cardholder is responsible to verify budget funds are available before the purchase is made.
  - *Purchases $2,000 or greater require approval of the County Judge.*
  - The procurement card monthly Expense Report and all receipts must be submitted to Accounts Payable within 5 days of receipt of statement.
  - Personal charges on the procurement card are strictly prohibited and may result in disciplinary action including suspension of card privileges and/or termination of employment.

~~5.~~3. Information for conducting purchases on behalf of Williamson County can be located on the intranet Purchasing Portal located at: *https://wilco365.sharepoint.com/purchasingportal*. This site provides county departments access to:
   a. Policies, Procedures and Manuals
   b. Training Materials
   c. Forms
   d. Guides and other tools to assist in the purchasing process

~~6.~~4. Any questions related to conformance of county Purchasing Policies should be directed to the Purchasing Department prior to making a purchase.

http://www.wilco.org/CountyDepartments/Purchasing

Commissioners Court - Regular Session **64.**

Meeting Date: 07/11/2017

Unallocated

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on policies and procedures regarding FY 17 existing unallocated funds created by the backfill of positions at a lesser rate of pay.

Background

Standing item until action taken on how to address existing unallocated balances.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/28/2017 09:39 AM
Form Started By: Ashlie Koenig		Started On: 06/27/2017 10:14 AM
Final Approval Date: 06/28/2017		

Commissioners Court - Regular Session **65.**

Meeting Date: 07/11/2017

C & L Grade Chart Update

Submitted By: Tara Raymore, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the transition of the C & L pay grade charts to the B grade chart.

Background

The County currently has four pay grade charts. The "B" grade chart is the standard non-law enforcement pay chart and employees receive pay increases annually based on their performance/merit, if funding is approved by Commissioner's Court. The "L" grade chart is utilized for Law Enforcement positions and it is a tenured step chart which advances to the next step each year if approved by the Commissioner's Court. The "C" grade chart is utilized for Corrections Officer's positions and it is a tenured step chart which advances to the next step each year if approved by Commissioner's Court. The "EX" grade chart is utilized for Elected Officials and Executive level positions in the County. This discussion is to consider transitioning the L and C charts into the B chart and therefore, changing the annual pay increase process from a tenured step chart to a performance based pay increase process.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Chart Conversion

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/06/2017 12:49 PM
Form Started By: Tara Raymore		Started On: 06/29/2017 10:47 AM
Final Approval Date: 07/06/2017		

C & L Chart Conversion

Current Grade	Title	Current Beginning Sal	Proposed Grade	Proposed Beginning Sal	Salary Diff	% Increase to Starting
C1	Corr Officer	$34,086.08	B.20	$34,791.27	$705.19	2.0%
C2	Comm Corr Officer/Bailiff	$38,897.31	B.23	$40,362.70	$1,465.39	3.6%
C3	Sgt/Bailiff Sgt	$44,000.06	B.25	$44,541.55	$541.49	1.2%
C4	Jail Medic/Crisis Couns	$39,171.34	B.23	$40,362.70	$1,191.36	3.0%
C4b	Med Sgt	$50,000.08	B.28	$51,717.77	$1,717.69	3.3%
C5	Lieut Jail	$57,500.04	B.31	$59,984.08	$2,484.04	4.1%
C6	Med Sup/Med Lieut	$58,999.98	B.32	$63,042.46	$4,042.48	6.4%
C7	Commander	$70,000.06	B.35	$73,095.29	$3,095.23	4.2%
L1	Deputy/Dep Cons	$52,275.08	B.29	$54,352.12	$2,077.04	3.8%
L2	Det/Inv II/Sgt Cons	$58,803.68	B.31	$59,984.08	$1,180.40	2.0%
L3	Sgt/Inv III	$63,506.82	B.33	$66,221.58	$2,714.76	4.1%
L4	Lieut/Chf Inv/Ch Dep Cons	$65,608.92	B.34	$69,582.74	$3,973.82	5.7%
L5	Commander	$72,899.06	B.35	$73,095.29	$196.23	0.3%

Commissioners Court - Regular Session **66.**

Meeting Date: 07/11/2017

Approving Service Agreement Waste Management

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 agreement with Waste Management of Texas, Inc. for one (1) - 40 yard open top container to support the operation of the Williamson County Department of Infrastructure and authorizing the execution of the agreement.

Background

With this service agreement, Waste Management of Texas provides equipment and services to collect and dispose of and/or recycle all non-hazardous solid waste, organic waste and recyclable materials to include specials waste such as industrial process wastes, asbestos containing materials, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris. This service agreement is for a 3 year term at a rate of $320/month.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	06/28/2017 11:51 AM
County Judge Exec Asst.	Wendy Coco	06/28/2017 11:56 AM
Form Started By: Thomas Skiles		Started On: 06/28/2017 07:49 AM
Final Approval Date: 06/28/2017		

Waste Management of Texas, Inc.
9821 Katy Fwy Ste 700
Houston, TX, 77024-1230
(800) 772-8653

WM Agreement #	S0008612631
Customer Acct #	161-1046617
Acct. Name	WILLIAMSON CO ROAD AND BRIDGE
Salesperson	Forrest Tubb
Effective Date	4/14/2017
Last API Date	10/03/2016

Service Agreement

Non-Hazardous Waste Service Summary

Service Information

Name	WILLIAMSON CO ROAD AND BRIDGE	Contact	Daribel Texidor
Address	3151 INNER LOOP RD STE B	Telephone #	(512) 943-3330
City State Zip	GEORGETOWN, TX 78626	Fax #	
County/Parish	WILLI	Email	dtexidor@wilco.org
Customer Comments:			

Billing Information

Name	WILLIAMSON CO ROAD AND BRIDGE	Contact	Daribel Texidor
Address	3151 INNER LOOP RD STE B	Telephone #	(512) 943-3330
City State Zip	GEORGETOWN, TX 78626	Fax #	
County/Parish	WILLI	Email	dtexidor@wilco.org
PO#			

Service Description & On Demand Rates*

Quantity	Equipment	Material Stream	Frequency		
1	40 Yard Open Top	MSW Industrial	2x Per Even Week	Haul Rate	$ 275.00
				Disposal Rate (per Ton Over 10.00)	$ 0.00
				Minimum Haul/Month (Over 30 days)	$ 320.00

Minimum Tons: Minimum Hauls: 2 (Hauls)

Customer's Waste Materials not to exceed an average weight of lbs/yard.

Initial One Time Service Charges*

As Needed Services*

The above listed Charges are for recurring services only. Charges for all additional services will be at current rates at the time of service. These include but are not limited to: extra pickups, container removal, overages and contamination. Contact Waste Management for a full list of such additional services and current prices.

*Fuel Surcharge, Environmental Charge, and Regulatory Cost Recovery ("RCR") Charge apply to all other Charges whether or not listed on this summary; any amounts shown above are estimated, and actual amounts will be calculated at the time of invoicing based on a percentage of the Charges. Information about these charges can be found at www.wm.com/billhelp. State & Local taxes, and/or fees and a Recycle Material Offset, if applicable, will also be added to the Charges. An Administrative Charge per invoice will be assessed and can be removed by enrolling in paperless statements and automated payments.

Contract Term for monthly rate services is for 3 year(s) from the Effective Date ('Initial Term') and it shall automatically renew thereafter for additional terms of 12 months ('Renewal Term') unless terminated as set forth herein.

The individual signing this agreement on behalf of customer acknowledges that he/she has read and accepts the terms and conditions of this agreement which accompany this service summary sheet and that he/she has the authority to sign on behalf of the customer.

Customer Signature	Printed Name	Title	Date
Alyson Owens	Alyson Owens	Waste Management Sales Rep.	6/27/2017
Company Waste Management of Texas, Inc.	Printed Name	Title	Date

Terms and Conditions on following page(s)

1. SERVICES RENDERED; WASTE MATERIALS. Customer grants to Company the exclusive right, and Company through itself and its subsidiaries and corporate affiliates, shall furnish equipment and services, to collect and dispose of and/or recycle all of Customer's Waste Materials at Customer's Service Address(es) listed on the Service Summary. Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous solid waste, organic waste and Recyclable Materials (as defined in Section 12 below) generated by Customer or at Customer's Service Address. Waste Materials includes Special Waste, such as industrial process wastes, asbestos-containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, for which Customer shall complete a Special Waste Profile sheet to be approved by Company in writing. Waste Materials excludes, and Customer agrees not to deposit or permit the deposit for collection of: any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Company an additional Exhibit L to this Agreement), or Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Material shall remain with Customer at all times. Title to Customer's Waste Materials is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law.

2. TERM. The Term of this Agreement is set forth on the Service Summary of this Agreement. Unless otherwise specified on the Service Summary, the Term shall automatically renew for the period set forth therein unless either party gives to the other party written notice (See Section 11(e)) of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term. Notice of termination received at any other time will be considered ineffective and the contract will be considered automatically renewed upon completion of the then-existing term.

3. SERVICES GUARANTY; CUSTOMER TERMINATION. If the Company fails to perform the services described within five business days of its receipt of a written demand from Customer (See Section 11(e)), Customer may terminate this Agreement with the payment of all monies due through the termination date. If Company increases the Charges payable by Customer hereunder for reasons other than as set forth in Section 4 below, Customer shall have the right to terminate this Agreement by written notice to the Company no later than thirty (30) days after Company notifies Customer of such increase in Charges in writing. If Customer so notifies Company of its termination of this Agreement, such termination shall be of no force and effect if Company withdraws or removes such increase within fifteen (15) days after Customer provides timely notification of termination. Absent such termination, the increased Charges shall be binding and enforceable against Customer under this Agreement.

4. CHARGES; PAYMENTS; ADJUSTMENTS. Upon receipt of an invoice, Customer shall pay any and all charges, fees and other amounts payable under this Agreement for the services and/or equipment (including repair and maintenance) furnished by Company ("Charges") . Company reserves the right to increase the Charges payable by Customer during the Term: (a) for any changes to, or differences between, the actual equipment and services provided by Company to Customer and those specified on the Service Summary; (b) for any change in the composition of the Waste Materials or if the average weight per yard of Customer's Waste Materials exceeds the amount specified on the Service Summary; (c) for any increase in or other modification to the Company's Fuel Surcharge, Regulatory Cost Recovery Charge, Recycle Material Offset, Environmental Charge, and/or any Fees/Charges included in the Service Summary; (d) to cover any increases in disposal and/or third party transportation costs, including fuel surcharges; (e) to cover increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges or acts of God such as floods, fires, hurricanes and natural disasters; and (f) no more often than annually from the Effective Date (or if specified on the Service Summary, Customer's Last Annual Price Increase ("API") Date) for increases in any Consumer Price Index or components thereof applicable to the Services provided under this Agreement plus four percent of the then current Charges. Any increase in Charges enumerated in clauses (a) through (e) above may include an amount for Company's operating or profit margin. Company also reserves the right to charge Customer additional charges if additional services are provided as needed to Customer, including, but not limited to: container relocation or removal; gate, enclosure or roll out services; account resume services; and extra trip charges. In the event Company adjusts the Charges as provided in this Section 4, the parties agree that this Agreement as so adjusted will continue in full force and effect. Increases for reasons other than as specified herein are subject to Customer's rights under Section 3.

Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late charge, and any Customer check returned for insufficient funds is subject to a Non Sufficient Funds fee, both to the maximum extent allowed by applicable law. Customer acknowledges that any late charge charged by the Company is not to be considered as interest on debt, is not a penalty, and is a reasonable charge for late payment. In the event that payment is not made when due, Company retains the right to suspend service until the past due balance is paid in full. If Company reinstates suspended services after receipt of an outstanding balance, Customer shall pay a reactivation charge In the event that service is suspended in excess of fifteen (15) days, Company may terminate this Agreement for such default and recover any equipment and all amounts owed hereunder, including liquidated damages under Section 7.

5. CHANGES. Changes in the frequency of collection service, schedule, number, capacity and/or type of equipment, and any changes to amounts payable under this Agreement, may be agreed to orally, in writing, by payment of the invoice or by the actions and practices of the parties. If Customer changes its Service Address during the Term, this Agreement shall remain valid and enforceable with respect to services rendered at Customer's new service location if such location is within Company's service area.

6. EQUIPMENT, ACCESS. All equipment furnished by Company shall remain its property; however, Customer shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Customer's location. Customer shall not overload, move or alter the equipment or allow a third party to do so, and shall use it only for its intended purpose. At the termination of this Agreement, Customer shall return the equipment to Company in the condition in which it was provided, normal wear and tear excepted. Customer shall provide safe and unobstructed access to the equipment on the scheduled collection day. Company may suspend services or terminate this Agreement in the event Customer violates any of the requirements of this provision. Customer shall pay, if charged by Company, an additional fee for any service modifications caused by or resulting from Customer's failure to provide access. Customer warrants that Customer's property is sufficient to bear the weight of Company's equipment and vehicles and that Company shall not be responsible for any damage to the Customer's pavement or any other surface resulting from the equipment or Company's services.

7. LIQUIDATED DAMAGES. In the event Customer terminates this Agreement prior to the expiration of the Initial or Renewal Term ("Term") for any reason other than as set forth in Section 3, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages in addition to the Company's legal fees, if any: (a) if the remaining Term (including any applicable Renewal Term) under this Agreement is six or more months, Customer shall pay the average of its six most recent monthly Charges (or, if the Effective Date is within six months of Company's last invoice date, the average of all monthly Charges) multiplied by six; or (b) if the remaining Term under this Agreement is less than six months, Customer shall pay the average of its six most recent monthly Charges multiplied by the number of months remaining in the Term. Customer shall pay liquidated damages of $100 for every Customer waste tire that is found at the disposal facility. Customer acknowledges that the actual damage to Company in the event of termination is impractical or extremely difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed as a penalty.

8. INDEMNITY. The Company agrees to indemnify, defend and save Customer, its parent, subsidiaries, and corporate affiliates, harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act or omission or willful misconduct of the Company or its employees, which occurs (a) during the collection or transportation of Customer's Waste Materials, or (b) as a result of the disposal of Customer's Waste Materials in a facility owned by the Company or a Waste Management company, provided that the Company's indemnification obligations will not apply to occurrences involving Excluded Materials.

Customer agrees to indemnify, defend and save the Company, its parent, subsidiaries, corporate affiliates and their joint venture partners, harmless from and against any and all liability which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act or omission or willful misconduct of the Customer or its employees, agents or contractors or Customer's use, operation or possession of any equipment furnished by the Company.

Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance or breach of this Agreement.

9. RIGHT OF FIRST REFUSAL. Customer grants to Company a right of first refusal to match any offer relating to services similar to those provided hereunder which Customer receives (or intends to make) upon termination of this Agreement for any reason and Customer shall give Company prompt written notice of any such offer and a reasonable opportunity to respond to it.

10. DISPUTE RESOLUTION-ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. BINDING ARBITRATION: Except for those claims expressly excluded below (EXCLUDED CLAIMS), Customer and Company agree that ANY and all existing or future controversy or claim between them arising out of or related to this Agreement or any prior agreements between the parties, whether based in contract, law or equity or alleging any other legal theory, or arising prior to, in connection with, or after the termination of this Agreement or any other agreements, shall be resolved by mandatory binding arbitration (see www.wm.com for details on arbitration procedures). **CLASS ACTION WAIVER:** Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may customer bring any claim against the Company, or allow any claim that the Customer may have against the Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of the Company. **EXCLUDED CLAIMS:** The following are not subject to mandatory binding arbitration: (A) either party's claims against the other in connection with bodily injury or real property damage and for environmental indemnification; and (B) Company's claims against Customer for collection or payment of Charges, damages (liquidated or otherwise) or any other amounts due or payable to the Company by the Customer under this Agreement or any prior agreements between the parties, but Customer and Company may mutually agree to arbitrate any Excluded Claims.

11. MISCELLANEOUS. (a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events. (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. (c) This Agreement represents the entire agreement between the parties and supersedes any and all other agreements for the same services, whether written or oral, that may exist between the parties. (d) This Agreement shall be construed in accordance with the law of the state in which the services are provided. (e) All written notification to Company required by this Agreement shall be by Certified Mail, Return Receipt Requested to Company's address on the first page of the Service Summary. (f) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement, however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. (g) In the event the Company successfully enforces its rights against Customer hereunder, the Customer shall be required to pay the Company's attorneys' fees and court costs.

12. RECYCLING SERVICES. The following shall apply to fiber and non-fiber recyclables ("Recyclable Materials") and recycling services:

a. (i) Single stream, commingled Recyclable Materials ("Single Stream") will consist of 100% of Customer's clean, dry, paper or cardboard without wax liners; clean, dry and empty aluminum food and beverage containers, ferrous (iron) or steel cans, aerosol cans, and rigid container plastics #1-7, including narrow neck containers and tubs, but excluding foam and film plastics. No individual items may be excluded from Single Stream service. Glass may be included with specific approval of Company. Any material not set forth above, including tissue or paper that had been in contact with food, is unacceptable ("Unacceptable Materials"). Single Stream may contain up to 5% Unacceptable Materials. (ii) Customer shall provide wastepaper in accordance with the most current ISRI Scrap Specifications Circular and any amendments thereto or replacements thereof. (iii) All other Recyclable Materials will be delivered in accordance with the Company specifications that are available at www.recycleamerica.com or such specifications communicated to Customer by Company.

b. Recyclable Materials may not contain Excluded Materials or chemical or other properties that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of the Company's structures or equipment. Company may reject in whole or in part Recyclable Materials not meeting the specifications, and Customer shall reimburse Company for all losses incurred with respect to such Recyclable Materials including costs of transportation and disposal.

c. Where Company has agreed in writing to provide a market-based rebate to Customer, the following shall apply. Customer acknowledges that the market value for Recyclable Materials will fluctuate based upon various factors, and such materials may at times have no value or that the value may be negative. Company will establish the value of Recyclable Materials each month based upon such various factors, including but not limited to quantity, quality and location. For recycling services, Company shall pay or charge Customer on or about the last day of each month for Recyclable Materials accepted during the preceding month, after deduction of any Charges owed to Company by Customer. Any invoice shall be payable upon receipt. Where recycling services are provided, Charges may include separate fuel and environmental surcharges as set forth at www.recycleamerica.com.

d. Notwithstanding anything to the contrary set forth above, the Liquidated Damages calculation, set forth in Section 7 of this Agreement, shall not apply to any Customer breach of the Agreement pertaining to services for Recyclable Materials, which have been determined by Company to have a positive value. If a breach occurs under such circumstances, the damages shall be determined by calculating actual damages rather than Liquidated Damages.

e. Service arrangements will be agreed upon between Customer and Company for the service locations set forth in this Agreement. For trailer load quantities, Customer shall load trailers to full visible capacity to achieve 40,000 pounds minimum shipping weight and trailers shall be loaded or caused to be loaded in accordance with the most current ISRI/AF&PA Shipping Guide. Freight and/or adjustments may apply to light loads. Customer shall be responsible for any loss, damage or destruction to equipment including trailers for any cause while located at Customer's location. For baled wastepaper picked up in less than trailer load quantities, minimum quantity for pickup is six (6) bales and for purposes of payment, weights shall be estimated weights. Company reserves the right at its sole discretion upon notice to Customer to discontinue acceptance of any category of Recyclable Materials as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials which are subject to this contract.

ADDENDUM NO. 1
TO WASTE MANAGEMENT SERVICE AGREEMENT
BETWEEN
WASTE MANAGEMENT OF TEXAS, INC.
AND
WILLIAMSON COUNTY, TEXAS

The underlying Waste Management Services Agreement (the "Agreement"), between Waste Management of Texas, Inc. ("WMI") and Williamson County, Texas ("Customer") is amended as specifically set forth herein to incorporate the terms and conditions of this Addendum No. 1. As amended, the Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum No. 1 shall have the meanings attributed to them in the Agreement. This Addendum No. 1 supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum No. 1, the following terms and conditions of this Addendum No. 1 shall control:

1. **Termination for Convenience.** Customer may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to WMI. In the event of such termination, it is understood and agreed that only the amounts due to WMI 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 Customer's termination of this Agreement for convenience.

2. **No Indemnification by Customer.** WMI acknowledges and agrees that under the Constitution and the laws of the State of Texas, Customer cannot enter into an agreement whereby Customer agrees to indemnify or hold harmless any other party, including but not limited to WMI; therefore, all references of any in this Agreement to Customer indemnifying, holding or saving harmless any other party, including but not limited to WMI, for any reason whatsoever are hereby deemed void and deleted. However, Customer agrees that it retains responsibility and liability for Excluded Materials per Section 1 of the Agreement.

3. **Venue and Governing Law.** Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

4. **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 Customer, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Customer 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.

5. **Customer's Right to Audit.** WMI agrees that Customer 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 non-confidential books, documents, papers and records of WMI which are directly pertinent and related to the services to be performed under this Agreement for the purposes of making audits or examinations. WMI agrees that Customer shall have access during normal working hours to all necessary WMI facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section so long as Customer shall give WMI reasonable advance notice of intended audits. Customer and WMI shall agree upon a mutually convenient date and time for such audit.

6. **Non-Appropriation and Fiscal Funding.** The obligations of the Customer under this Agreement do not constitute a general obligation or indebtedness of Customer for which Customer is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that Customer shall have the right to terminate this Agreement at the end of any Customer fiscal year if the governing body of Customer does not appropriate sufficient funds as determined by Customer's budget for the fiscal year in question. Customer may effect such termination by giving written notice of termination to WMI at the end of its then-current fiscal year to be effective as of the last day of Customer's fiscal year.

7. **Payment, Interest and Late Payments.** Customer's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer 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 Customer 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 Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

   In the event that an error appears in an invoice submitted by WMI, Customer shall notify WMI of the error not later than the twenty first (21st) day after the date Customer receives the invoice. If the error is resolved in favor of WMI, WMI shall be entitled to receive interest on the unpaid balance of the invoice submitted by WMI beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the Customer, WMI shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

8. **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.

9. **Sales and Use Tax Exemption.** Customer is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and materials subject hereof are being secured for use by Customer. Exemption certificates will be provided to contractors and suppliers upon request.

10. **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 Customer, 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 Customer as to whether or not the same are available to the public. It is further understood that Customer's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Customer, 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 Customer by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

11. **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.

12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

Waste Management of Texas, Inc. ("WMI")	**Williamson County, Texas ("Customer")**
By: Alyson Owens	By: _____
Printed Name: Alyson Owens	Dan A. Gattis
Title: Account Manager-WM	Title: County Judge
Date: June 27, 2017	Date: _____ ____, 20___

Commissioners Court - Regular Session **67.**

Meeting Date: 07/11/2017

Approving Service Agreement Waste Management

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 agreement with Waste Management of Texas, Inc. for (1) 20 yard open top container to support the operation of the Williamson County Department of Infrastructure and authorizing the County the execution of the agreement.

Background

With this service agreement, Waste Management of Texas provides equipment and services to collect and dispose of and/or recycle all non-hazardous solid waste, organic waste and recyclable materials to include specials waste such as industrial process wastes, asbestos containing materials, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris. This service agreement is for a 3 year term at a rate of $320/month.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	06/28/2017 11:56 AM
County Judge Exec Asst.	Wendy Coco	06/28/2017 11:56 AM
Form Started By: Thomas Skiles		Started On: 06/28/2017 07:53 AM
Final Approval Date: 06/28/2017		

Waste Management of Texas, Inc.
9821 Katy Fwy Ste 700
Houston, TX, 77024-1230
(800) 772-8653

WM Agreement #	S0008129655
Customer Acct #	
Acct. Name	WILLIAMSON CO ROAD AND BRIDGE
Salesperson	Alyson Owens
Effective Date	11/21/2016
Last API Date	

Service Agreement

Non-Hazardous Waste Service Summary

Service Information

Name	WILLIAMSON CO ROAD AND BRIDGE	Contact	DARIBEL TEXIDOR
Address	3151 SE INNER LOOP STE B	Telephone #	(512) 943-3330
City State Zip	GEORGETOWN, TX 78626	Fax #	(512) 943-3335
County/Parish	WILLIAMSON	Email	rbaccounting@wilco.org

Customer Comments:

Billing Information

Name	WILLIAMSON CO ROAD AND BRIDGE	Contact	DARIBEL TEXIDOR
Address	3151 SE INNER LOOP STE B	Telephone #	(512) 943-3330
City State Zip	GEORGETOWN, TX 78626	Fax #	(512) 930-3313
County/Parish	WILLIAMSON	Email	rbaccounting@wilco.org

PO#

Service Description & On Demand Rates*

Quantity	Equipment	Material Stream	Frequency		
1	20 Yard Open Top	MSW Commercial	On Call	**Haul Rate**	$ 210.00
				Disposal Rate (per Ton Over 10.00)	$ 0.00
				Minimum Haul/Month (Over 30 days)	$ 320.00

Minimum Tons: Minimum Hauls: 2 (Hauls)

Customer's Waste Materials not to exceed an average weight of lbs/yard.

Initial One Time Service Charges*

As Needed Services*

The above listed Charges are for recurring services only. Charges for all additional services will be at current rates at the time of service. These include but are not limited to: extra pickups, container removal, overages and contamination. Contact Waste Management for a full list of such additional services and current prices.

*Fuel Surcharge, Environmental Charge, and Regulatory Cost Recovery ("RCR") Charge apply to all other Charges whether or not listed on this summary; any amounts shown above are estimated, and actual amounts will be calculated at the time of invoicing based on a percentage of the Charges. Information about these charges can be found at www.wm.com/billhelp. State & Local taxes, and/or fees and a Recycle Material Offset, if applicable, will also be added to the Charges. An Administrative Charge per invoice will be assessed and can be removed by enrolling in paperless statements and automated payments.

Contract Term for monthly rate services is for 3 year(s) from the Effective Date ('Initial Term') and it shall automatically renew thereafter for additional terms of 12 months ('Renewal Term') unless terminated as set forth herein.

The individual signing this agreement on behalf of customer acknowledges that he/she has read and accepts the terms and conditions of this agreement which accompany this service summary sheet and that he/she has the authority to sign on behalf of the customer.

Customer Signature	Printed Name	Title	Date
Alyson Owens	Alyson Owens	Waste Management Sales Rep.	6/27/2017
Company Waste Management of Texas, Inc.	Printed Name	Title	Date

Terms and Conditions on following page(s)

1. SERVICES RENDERED; WASTE MATERIALS. Customer grants to Company the exclusive right, and Company through itself and its subsidiaries and corporate affiliates, shall furnish equipment and services, to collect and dispose of and/or recycle all of Customer's Waste Materials at Customer's Service Address(es) listed on the Service Summary. Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous solid waste, organic waste and Recyclable Materials (as defined in Section 12 below) generated by Customer or at Customer's Service Address. Waste Materials includes Special Waste, such as industrial process wastes, asbestos-containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, for which Customer shall complete a Special Waste Profile sheet to be approved by Company in writing. Waste Materials excludes, and Customer agrees not to deposit or permit the deposit for collection of: any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Company an additional Exhibit L to this Agreement), or Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Material shall remain with Customer at all times. Title to Customer's Waste Materials is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law.

2. TERM. The Term of this Agreement is set forth on the Service Summary of this Agreement. Unless otherwise specified on the Service Summary, the Term shall automatically renew for the period set forth therein unless either party gives to the other party written notice (See Section 11(e)) of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term. Notice of termination received at any other time will be considered ineffective and the contract will be considered automatically renewed upon completion of the then-existing term.

3. SERVICES GUARANTY; CUSTOMER TERMINATION. If the Company fails to perform the services described within five business days of its receipt of a written demand from Customer (See Section 11(e)), Customer may terminate this Agreement with the payment of all monies due through the termination date. If Company increases the Charges payable by Customer hereunder for reasons other than as set forth in Section 4 below, Customer shall have the right to terminate this Agreement by written notice to the Company no later than thirty (30) days after Company notifies Customer of such increase in Charges in writing. If Customer so notifies Company of its termination of this Agreement, such termination shall be of no force and effect if Company withdraws or removes such increase within fifteen (15) days after Customer provides timely notification of termination. Absent such termination, the increased Charges shall be binding and enforceable against Customer under this Agreement.

4. CHARGES; PAYMENTS; ADJUSTMENTS. Upon receipt of an invoice, Customer shall pay any and all charges, fees and other amounts payable under this Agreement for the services and/or equipment (including repair and maintenance) furnished by Company ("Charges") . Company reserves the right to increase the Charges payable by Customer during the Term: (a) for any changes to, or differences between, the actual equipment and services provided by Company to Customer and those specified on the Service Summary; (b) for any change in the composition of the Waste Materials or if the average weight per yard of Customer's Waste Materials exceeds the amount specified on the Service Summary; (c) for any increase in or other modification to the Company's Fuel Surcharge, Regulatory Cost Recovery Charge, Recycle Material Offset, Environmental Charge, and/or any Fees/Charges included in the Service Summary; (d) to cover any increases in disposal and/or third party transportation costs, including fuel surcharges; (e) to cover increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges or acts of God such as floods, fires, hurricanes and natural disasters; and (f) no more often than annually from the Effective Date (or if specified on the Service Summary, Customer's Last Annual Price Increase ("API") Date) for increases in any Consumer Price Index or components thereof applicable to the Services provided under this Agreement plus four percent of the then current Charges. Any increase in Charges enumerated in clauses (a) through (e) above may include an amount for Company's operating or profit margin. Company also reserves the right to charge Customer additional charges if additional services are provided as needed to Customer, including, but not limited to: container relocation or removal; gate, enclosure or roll out services; account resume services; and extra trip charges. In the event Company adjusts the Charges as provided in this Section 4, the parties agree that this Agreement as so adjusted will continue in full force and effect. Increases for reasons other than as specified herein are subject to Customer's rights under Section 3.
Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late charge, and any Customer check returned for insufficient funds is subject to a Non Sufficient Funds fee, both to the maximum extent allowed by applicable law. Customer acknowledges that any late charge charged by the Company is not to be considered as interest on debt, is not a penalty, and is a reasonable charge for late payment. In the event that payment is not made when due, Company retains the right to suspend service until the past due balance is paid in full. If Company reinstates suspended services after receipt of an outstanding balance, Customer shall pay a reactivation charge In the event that service is suspended in excess of fifteen (15) days, Company may terminate this Agreement for such default and recover any equipment and all amounts owed hereunder, including liquidated damages under Section 7.

5. CHANGES. Changes in the frequency of collection service, schedule, number, capacity and/or type of equipment, and any changes to amounts payable under this Agreement, may be agreed to orally, in writing, by payment of the invoice or by the actions and practices of the parties. If Customer changes its Service Address during the Term, this Agreement shall remain valid and enforceable with respect to services rendered at Customer's new service location if such location is within Company's service area

6. EQUIPMENT, ACCESS. All equipment furnished by Company shall remain its property; however, Customer shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Customer's location. Customer shall not overload, move or alter the equipment or allow a third party to do so, and shall use it only for its intended purpose. At the termination of this Agreement, Customer shall return the equipment to Company in the condition in which it was provided, normal wear and tear excepted. Customer shall provide safe and unobstructed access to the equipment on the scheduled collection day. Company may suspend services or terminate this Agreement in the event Customer violates any of the requirements of this provision. Customer shall pay, if charged by Company, an additional fee for any service modifications caused by or resulting from Customer's failure to provide access. Customer warrants that Customer's property is sufficient to bear the weight of Company's equipment and vehicles and that Company shall not be responsible for any damage to the Customer's pavement or any other surface resulting from the equipment or Company's services.

7. LIQUIDATED DAMAGES. In the event Customer terminates this Agreement prior to the expiration of the Initial or Renewal Term ("Term") for any reason other than as set forth in Section 3, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages in addition to the Company's legal fees, if any: (a) if the remaining Term (including any applicable Renewal Term) under this Agreement is six or more months, Customer shall pay the average of its six most recent monthly Charges (or, if the Effective Date is within six months of Company's last invoice date, the average of all monthly Charges) multiplied by six; or (b) if the remaining Term under this Agreement is less than six months, Customer shall pay the average of its six most recent monthly Charges multiplied by the number of months remaining in the Term. Customer shall pay liquidated damages of $100 for every Customer waste tire that is found at the disposal facility. Customer acknowledges that the actual damage to Company in the event of termination is impractical or extremely difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed as a penalty.

8. INDEMNITY. The Company agrees to indemnify, defend and save Customer, its parent, subsidiaries, and corporate affiliates, harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act or omission or willful misconduct of the Company or its employees, which occurs (a) during the collection or transportation of Customer's Waste Materials, or (b) as a result of the disposal of Customer's Waste Materials in a facility owned by the Company or a Waste Management company, provided that the Company's indemnification obligations will not apply to occurrences involving Excluded Materials.
Customer agrees to indemnify, defend and save the Company, its parent, subsidiaries, corporate affiliates and their joint venture partners, harmless from and against any and all liability which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act or omission or willful misconduct of the Customer or its employees, agents or contractors or Customer's use, operation or possession of any equipment furnished by the Company.
Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance or breach of this Agreement.

9. RIGHT OF FIRST REFUSAL. Customer grants to Company a right of first refusal to match any offer relating to services similar to those provided hereunder which Customer receives (or intends to make) upon termination of this Agreement for any reason and Customer shall give Company prompt written notice of any such offer and a reasonable opportunity to respond to it.

10. DISPUTE RESOLUTION-ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. BINDING ARBITRATION: Except for those claims expressly excluded below (EXCLUDED CLAIMS), Customer and Company agree that ANY and all existing or future controversy or claim between them arising out of or related to this Agreement or any prior agreements between the parties, whether based in contract, law or equity or alleging any other legal theory, or arising prior to, in connection with, or after the termination of this Agreement or any other agreements, shall be resolved by mandatory binding arbitration (see www.wm com for details on arbitration procedures). **CLASS ACTION WAIVER:** Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may customer bring any claim against the Company, or allow any claim that the Customer may have against the Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of the Company. **EXCLUDED CLAIMS:** The following are not subject to mandatory binding arbitration: (A) either party's claims against the other in connection with bodily injury or real property damage and for environmental indemnification; and (B) **Company's claims against Customer** for collection or payment of Charges, damages (liquidated or otherwise) or any other amounts due or payable to the Company by the Customer under this Agreement or any prior agreements between the parties, but Customer and Company may mutually agree to arbitrate any Excluded Claims.

11. MISCELLANEOUS. (a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events. (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. (c) This Agreement represents the entire agreement between the parties and supersedes any and all other agreements for the same services, whether written or oral, that may exist between the parties. (d) This Agreement shall be construed in accordance with the law of the state in which the services are provided. (e) All written notification to Company required by this Agreement shall be by Certified Mail, Return Receipt Requested to Company's address on the first page of the Service Summary. (f) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. (g) In the event the Company successfully enforces its rights against Customer hereunder, the Customer shall be required to pay the Company's attorneys' fees and court costs.

12. RECYCLING SERVICES. The following shall apply to fiber and non-fiber recyclables ("Recyclable Materials") and recycling services:
a. (i) Single stream, commingled Recyclable Materials ("Single Stream") will consist of 100% of Customer's clean, dry, paper or cardboard without wax liners; clean, dry and empty aluminum food and beverage containers, ferrous (iron) or steel cans, aerosol cans, and rigid container plastics #1-7, including narrow neck containers and tubs, but excluding foam and film plastics. No individual items may be excluded from Single Stream service. Glass may be included with specific approval of Company. Any material not set forth above, including tissue or paper that had been in contact with food, is unacceptable ("Unacceptable Materials"). Single Stream may contain up to 5% Unacceptable Materials. (ii) Customer shall provide wastepaper in accordance with the most current ISRI Scrap Specifications Circular and any amendments thereto or replacements thereof. (iii) All other Recyclable Materials will be delivered in accordance with the Company specifications that are available at www.recyclecamerica.com or such specifications communicated to Customer by Company.
b. Recyclable Materials may not contain Excluded Materials or chemical or other properties that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of the Company's structures or equipment. Company may reject in whole or in part Recyclable Materials not meeting the specifications, and Customer shall reimburse Company for all losses incurred with respect to such Recyclable Materials including costs of transportation and disposal.
c. Where Company has agreed in writing to provide a market-based rebate to Customer, the following shall apply. Customer acknowledges that the market value for Recyclable Materials will fluctuate based upon various factors, and such materials may at times have no value or that the value may be negative. Company will establish the value of Recyclable Materials each month based upon such various factors, including but not limited to quantity, quality and location. For recycling services, Company shall pay or charge Customer on or about the last day of each month for Recyclable Materials accepted during the preceding month, after deduction of any Charges owed to Company by Customer. Any invoice shall be payable upon receipt. Where recycling services are provided, Charges may include separate fuel and environmental surcharges as set forth at www.recyclecamerica.com.
d. Notwithstanding anything to the contrary set forth above, the Liquidated Damages calculation, set forth in Section 7 of this Agreement, shall not apply to any Customer breach of the Agreement pertaining to services for Recyclable Materials, which have been determined by Company to have a positive value. If a breach occurs under such circumstances, the damages shall be determined by calculating actual damages rather than Liquidated Damages.
e. Service arrangements will be agreed upon between Customer and Company for the service locations set forth in this Agreement. For trailer load quantities, Customer shall load trailers to full visible capacity to achieve 40,000 pounds minimum shipping weight and trailers shall be loaded or caused to be loaded in accordance with the most current ISRI/AF&PA Shipping Guide. Freight and/or adjustments may apply to light loads. Customer shall be responsible for any loss, damage or destruction to equipment including trailers for any cause while located at Customer's location. For baled wastepaper picked up in less than trailer load quantities, minimum quantity for pickup is six (6) bales and for purposes of payment, weights shall be estimated weights. Company reserves the right at its sole discretion upon notice to Customer to discontinue acceptance of any category of Recyclable Materials as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials which are subject to this contract.

ADDENDUM NO. 1
TO WASTE MANAGEMENT SERVICE AGREEMENT
BETWEEN
WASTE MANAGEMENT OF TEXAS, INC.
AND
WILLIAMSON COUNTY, TEXAS

The underlying Waste Management Services Agreement (the "Agreement"), between Waste Management of Texas, Inc. ("WMI") and Williamson County, Texas ("Customer") is amended as specifically set forth herein to incorporate the terms and conditions of this Addendum No. 1. As amended, the Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum No. 1 shall have the meanings attributed to them in the Agreement. This Addendum No. 1 supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum No. 1, the following terms and conditions of this Addendum No. 1 shall control:

1. **Termination for Convenience.** Customer may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to WMI. In the event of such termination, it is understood and agreed that only the amounts due to WMI 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 Customer's termination of this Agreement for convenience.

2. **No Indemnification by Customer.** WMI acknowledges and agrees that under the Constitution and the laws of the State of Texas, Customer cannot enter into an agreement whereby Customer agrees to indemnify or hold harmless any other party, including but not limited to WMI; therefore, all references of any in this Agreement to Customer indemnifying, holding or saving harmless any other party, including but not limited to WMI, for any reason whatsoever are hereby deemed void and deleted. However, Customer agrees that it retains responsibility and liability for Excluded Materials per Section 1 of the Agreement.

3. **Venue and Governing Law.** Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

4. **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 Customer, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Customer 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.

5. **Customer's Right to Audit.** WMI agrees that Customer 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 non-confidential books, documents, papers and records of WMI which are directly pertinent and related to the services to be performed under this Agreement for the purposes of making audits or examinations. WMI agrees that Customer shall have access during normal working hours to all necessary WMI facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section so long as Customer shall give WMI reasonable advance notice of intended audits. Customer and WMI shall agree upon a mutually convenient date and time for such audit.

6. **Non-Appropriation and Fiscal Funding.** The obligations of the Customer under this Agreement do not constitute a general obligation or indebtedness of Customer for which Customer is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that Customer shall have the right to terminate this Agreement at the end of any Customer fiscal year if the governing body of Customer does not appropriate sufficient funds as determined by Customer's budget for the fiscal year in question. Customer may effect such termination by giving written notice of termination to WMI at the end of its then-current fiscal year to be effective as of the last day of Customer's fiscal year.

7. **Payment, Interest and Late Payments.** Customer's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer 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 Customer 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 Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

   In the event that an error appears in an invoice submitted by WMI, Customer shall notify WMI of the error not later than the twenty first (21st) day after the date Customer receives the invoice. If the error is resolved in favor of WMI, WMI shall be entitled to receive interest on the unpaid balance of the invoice submitted by WMI beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the Customer, WMI shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

8. **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.

9. **Sales and Use Tax Exemption.** Customer is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and materials subject hereof are being secured for use by Customer. Exemption certificates will be provided to contractors and suppliers upon request.

10. **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 Customer, 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 Customer as to whether or not the same are available to the public. It is further understood that Customer's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Customer, 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 Customer by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

11. **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.

12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

Waste Management of Texas, Inc. ("WMI")	**Williamson County, Texas ("Customer")**
By: Alyson Owens	By: _____
Printed Name: Alyson Owens	Dan A. Gattis
Title: Account Mgr-WasteMgmt	Title: County Judge
Date: June 27, 2017	Date: _____ ____, 20___

Commissioners Court - Regular Session **68.**

Meeting Date: 07/11/2017

IFB 1706-169 Ronald Reagan BLVD Advertisement

Submitted For: Randy Barker **Submitted By:** Will Hutchinson, 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 Milling & Overlay of Ronald Reagan Blvd From RM 2338 To SH 195 under IFB # 1706-169.

Background

Williamson County is seeking qualified contractors to provide materials, experienced milling, overlay, and striping crews and equipment to resurface Ronald Reagan Blvd from approximately RM 2338 to SH 195.

Substantial completion 25 days, final completion 30 days. Total estimated expenditure $2,474,164.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bid Packet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	06/28/2017 12:01 PM
County Judge Exec Asst.	Wendy Coco	06/28/2017 12:32 PM
Form Started By: Will Hutchinson		Started On: 06/28/2017 11:25 AM
Final Approval Date: 06/28/2017		

Solicitation 1706-169

Ronald Reagan Blvd from RM 2338 to SH 195 - Milling and Overlay

Bid Designation: Public

Williamson County, Texas

Bid 1706-169
Ronald Reagan Blvd from RM 2338 to SH 195 - Milling and Overlay

Bid Number	1706-169
Bid Title	Ronald Reagan Blvd from RM 2338 to SH 195 - Milling and Overlay
Expected Expenditure	**$2,474,164.00** (This price is expected - not guaranteed)
Bid Start Date	In Held
Bid End Date	Jul 31, 2017 3:00:00 PM CDT
Question & Answer End Date	Jul 25, 2017 5:00:00 PM CDT
Bid Contact	Will Hutchinson Purchasing Specialist III 512-**943**-1553 will.hutchinson@wilco.org
Contract Duration	**365 days**
Contract Renewal	Not Applicable
Prices Good for	**365 days**
Pre-Bid Conference	**Jul 20, 2017 10:00:00 AM CDT** **Attendance is optional** **Location: 3151 South East Inner Loop** **Georgetown, TX 78626**
Bid Comments	**Williamson County is seeking qualified Contractors to provide materials, experienced milling, overlay, and striping crews and equipment to resurface Ronald Reagan Blvd from approximately RM 2338 to SH 195. Substantial completion 25 days, final completion 30 days.**

Item Response Form

Item	**1706-169--01-01 -** Total Bid Price
Quantity	**1 each**
Unit Price	
Delivery Location	**Williamson County, Texas** No Location Specified

Qty 1

Description
Total bid price

Item	**1706-169--01-02 -** 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 1706-169

Ronald Reagan Blvd from RM 2338 to SH 195 - Milling and Overlay

BIDS MUST BE RECEIVED ON OR BEFORE:
Jul 31, 2017 3:00:00 PM CDT

BIDS WILL BE PUBLICLY OPENED:
Jul 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 (15th) 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 thirty (30) days (twenty-five (25) to substantial completion / thirty (30) 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 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	$1,000,000 Ea. Accident
Bodily Injury by Disease	$1,000,000 Ea. Employee
Bodily Injury by Disease	$1,000,000 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	$2,000,000	$2,000,000
Aggregate policy limits:	$2,000,000	

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.

GENERAL NOTES AND TECHNICAL SPECIFICATIONS

Definition of Terms

Asphalt Season: April 1 through September 30.

County: Williamson County acting through the Road and Bridge Division.

Contractor: Successful bidder of the IFB.

Engineer: Williamson County Director of Road and Bridge, or designee.

Inspector: Engineer, or designee, supplied full time or part time to the contractor's crew for the oversight of the work.

Specifications: Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges 2014.

TxDOT: Texas Department of Transportation

Working Day: Monday through Friday (excluding County approved holidays), if weather permits the performance of the contract (as determined by the Inspector) for a continuous period of at least 8 hrs. (excluding lunch) between 7:00 A.M. and 6:00 P.M. Time begins with crews on site with equipment and ready for operation.

Phases 1 and 2

This project includes two (2) phases. The Successful Bidder will be contracted to complete work on both Phases 1 and 2 within stated allotted time.

Phase 1 (from RM 2338 to Station 140+00) is projected to be completed by September 30th, 2017, within the County fiscal year 2017 (October 1st, 2016 to September 30th, 2017).

Depending on the budget, the County shall determine if Phase 2 (from Station 140+00 to SH 195) will occur within fiscal year 2017 or if it will be delayed until the next fiscal year, 2018 (October 1st, 2017 to September 30th, 2018).

If Phase 2 does not commence within the fiscal year 2018, Phase 2 will be terminated from this contract and will open for re-bid at a later date.

General Notes

Unless set forth otherwise, all Work performed shall comply with requirements which pertain to the various items of Work included as *Standard Specification for Construction*

of Highways, Streets and Bridges of the Texas Department of Transportation, adopted November 1, 2014, which is incorporated herein by reference for all purposes. In the event that any specification set out herein conflicts with the said TxDOT specifications, the specification set out herein shall control and govern.

The Contractor will be given written Notice to Proceed on this project per phase. The overlay project shall begin within five (5) working days after such notification and shall continue for thirty (30) working days for Phase 1 and thirty (30) working days for Phase 2, for a total of sixty (60) days for both Phase 1 and 2 combined.

Contractor shall not begin work prior to the beginning of the asphalt season (April 1), nor after the ending of the asphalt season (September 30), except with the approval of the Engineer.

Contractor specifically acknowledges that Williamson County will sustain damages for each working day beyond the date in which overlay work is to begin. Once the written Notice to Proceed is given by Williamson County, the Contractor has five (5) working days to begin the work. Contractor agrees that two-hundred and No/100 Dollars ($200.00) per working day shall be retained by Williamson County from any amounts due Contractor for every day that Contractor does not begin the overlay work.

Contractor specifically acknowledges that Williamson County will sustain damages for each working day beyond the required dates of completion of the overlay work. Because of the impracticality and extreme difficulty of fixing and ascertaining Williamson County's actual damages, Contractor agrees that two-hundred and No/100 Dollars ($200.00) per working day shall be retained by Williamson County from any amounts due Contractor for every day that Contractor does not complete the overlay work.

Periods of time (i) during which Williamson County suspends the work by written notice to Contractor, or (ii) during which contractor has performed work and is waiting for Williamson County’s acceptance, or (iii) during which a delay directly related to delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond Contractor's or Williamson County's reasonable control, shall not be taken into account in computing the amount retained. In the event that work received by Williamson County is found to be incomplete, the period of time from the end of the performance of the work to the receipt of subsequent performance necessary to produce completed work will be taken into account in computing the number of days and the amount retained.

Contractor shall submit a basic work plan, bar chart, or schedule for the Engineer to review one week prior to commencement of work.

Once work begins, Contractor shall continuously execute the work until completion, unless otherwise directed by Engineer.

Nighttime, weekend and holiday work is allowed with prior approval by Engineer.

The Contractor shall perform work during appropriate weather conditions, unless otherwise directed by the Engineer. If work is performed at the Contractor's option during, or prior to, inclement weather conditions and the work is damaged, the Contractor is responsible for all costs associated with replacing the work.

Contractor shall determine the exact location of all existing utilities before commencing work, and is fully responsible for any and all damages associated by Contractor's failure to locate and preserve utilities.

Do not park equipment or make stockpiles where driver sight distance to businesses and side street intersections is obstructed, especially after work hours. If it is necessary to park where drivers' views are blocked, Contractor shall make every effort to flag traffic accordingly. Give the travelling public first priority.

An English-speaking Superintendent shall be available on the project at all times when work is being performed. The Contractor shall provide the Inspector with contact information for the Superintendent.

The contractor shall place two (2) "electronic" Portable Changeable Message Signs (PCMS) at locations requiring lane closures for one-week prior to the closures, or as directed. Obtain approval from Engineer for the actual message that will appear on the boards. If more than two phases of a message are required per board, then provide additional PCMS's to meet the two-phases-per-board requirement.

The Contractor will be required to maintain a minimum of one through lane with flaggers/pilot vehicle during milling or paving operations, except with written approval by the Inspector.

If multiple days are required to complete work, Contractor shall not leave work in hazardous conditions, as determined by Engineer.

Contractor shall maintain positive drainage for permanent and temporary site conditions for duration of project.

Areas of the edge/end transition that are milled shall be under sealed and overlaid the same day and completely finished before opening to traffic.

Contractor shall be responsible for hauling and disposing of all planing ACP materials off the project site. Consider subsidiary to the pertinent Items.

The Contractor shall configure the longitudinal joints of the surface course placement to be away from the wheel paths, preferably to coincide with lane lines.

The actual quantity required may vary from the estimated quantities in the contract. The Contractor shall be compensated for completed work based on actual quantities per bid item.

All accepted “Plane Asphalt Concrete Pavement” will be measured by the square yard of specified milling areas. Thickness of milling for overlay transverse/longitudinal tapers shall be 0” to 2”.

All accepted sealing will be measured by the gallon of asphalt (oil) and by cubic yard of aggregate. Thickness of sealing shall be no greater than ¼”.

All accepted “Dense-Graded Hot-Mix Asphalt” (Type D) will be measured by the ton of composite hot mix, which includes asphalt, aggregate, and additives. Thickness of overlay application shall be 2”.

County will pay to the Contractor, for the satisfactory performance of the work, a specified unit price per square yard of milling, per gallon of asphalt (oil), per cubic yard of aggregate, per ton of hot mix, and per linear-foot of striping. This price shall be full compensation for furnishing all labor, equipment, time, materials and incidentals necessary to complete the Work. Surface preparation and cleaning shall be considered a part of the work and will not be measured or paid in addition to the above stated unit price.

Testing may be performed at the request of the County any time during the length of the contract through an independent testing laboratory. Testing may be requested by the County on any and/or all items on this contract. If the results determine the item did not meet specifications, then the cost of the testing will be borne by the Contractor. If the results of the test determine that the item did meet specifications, the cost of the testing will be borne by the County.

Final cleanup will include the removal of excess material considered detrimental to vegetation growth within the working area. Materials such as excess asphalt and other materials, as specified by the Engineer, will be removed at the Contractor’s expense.

All construction equipment involved in roadway work shall be equipped with a permanently mounted 360 degree revolving or strobe warning light with amber lens. This light shall have a minimum lens height of 5 inches and a diameter of 5 inches.

This light shall have a mounting height of not less than 6 feet above the roadway surface and shall be visible from all sides. This equipment shall also have attached at each side of the rear end of the vehicle an approved orange warning flag mounted not less than 6 feet above the roadway surface.

Care shall be exercised to prevent damage to all property in and around the construction zone. The Contractor shall be liable for the repair and restoration of any property damaged as a result of the contractor’s prosecution of the work.

This shall include, but is not limited to, re-vegetation of all areas damaged or destroyed by construction. Contractor will be held liable and responsible for such areas until growth is reestablished to the satisfaction of the County.

Ornamental landscape plantings of trees, shrubs and grasses that are damaged or destroyed during construction shall be replaced with plant material of comparable size and quality approved by the County.

The Contractor may be required to trim and remove brush and trees in order to construct the project or to provide a vertical clearance of at least 12 feet. For this operation, the method shall be approved by the Inspector.

Contractor's equipment and vehicles shall not be maintained on-site during construction, except at designated sites as approved by the Inspector.

Contractor shall mark and maintain 100 ft stations for the duration of the project, as directed.

ITEM 160 – TOPSOIL

Obtain approval of all topsoil sources before digging begins. Ensure off-site topsoil has a minimum PI of 25, or as directed. The County reserves the right to take samples, as needed, to assure that the material meets the PI and other requirements as indicated in the Specifications (Fertility, Organics, Erodability, etc.).

No Sandy Loam allowed, unless the project dictates otherwise.

Construct topsoil stockpiles of no more than five (5) feet in height.

Track ALL topsoiled slopes left idle for more than 14 days, within or at the end of the 14-day idle period, to prevent erosion. Tracking consists of operating a tracked vehicle or equipment up and down the slope, leaving track marks perpendicular to the direction of the slope. Retrack slopes after rain event, as directed. Consider the tracking of slopes to prevent erosion as subsidiary to the pertinent Items.

Upon final grading, immediately track all topsoiled slopes to prevent erosion as directed. Consider subsidiary to the pertinent Items.

Place topsoil four (4) inches thick by eight (8) feet wide along roadside edges of the new/existing surface courses shown on the Typical Section in the plans.

ITEM 164 – SEEDING FOR EROSION CONTROL

Drill seeding to be distributed uniformly over the area shown on the Typical Section in the plans.

After 60 days, areas with little or no growth shall be re-seeded at contractor's expense.

ITEM 166 – FERTILIZER

Fertilizer shall be applied before seeding.

Fertilizer shall be delivered in bags unless otherwise specified or approved prior to delivery. Bags shall be clearly labeled showing contents. When non-bagged, loose fertilizer is approved, documentation will be required for each load of material delivered verifying authenticity of material.

Fertilizer shall be granular and essentially dust free.

ITEM 168 – VEGETATIVE WATERING

The Contractor shall obtain water at a source that is metered or shall furnish the manufacturer's specifications showing tank capacity for each truck used.

The Contractor shall notify the Inspector prior to watering that the Inspector may verify meter readings or truck counts.

Water all areas of the project to be top soiled and seeded. Maintain the seed bed in a condition favorable for the growth of grass.

Watering can be postponed immediately after a rainfall on the site of ½ inch or grater, but shall be resumed before the soil dries out, continue watering until final acceptance.

Watering rates shall be 12,000 gallons/acre per working day for 15 consecutive working days (the acreage is calculated based on a width of 10' and the length of each roadway edge).

Rate and frequency may be adjusted with the approval of the Engineer, to meet site conditions.

ITEM 300 – ASPHALTS, OILS, AND EMULSIONS

Asphalt season starts April 1 and ends September 30.

No engine oil shall be used as a component of any asphalt or emulsion.

Non-Tracking Tack Coat Emulsion shall be applied on milled edge/end transition prior to HMAC placement and considered subsidiary to the pertinent Items.

ITEM 302 – AGGREGATES FOR SURFACE TREATMENTS

Previously tested aggregates delivered to the project which are found to contain

excessive quantities of dust (more than 0.5 percent passing the no. 40 sieve) during pre-coating, stockpiling or hauling operations, will be rejected, unless otherwise directed. Use test method Tex-200-F, Part I, for testing.

ITEM 316, 341

Perform work during appropriate weather conditions, unless otherwise directed. If work is performed at the Contractor's option, during, or prior to, inclement weather conditions, and the work is damaged, the Contractor is responsible for all costs associated with replacing the work.

ITEM 316 – SURFACE TREATMENTS

Do not apply asphalt within 1½ hours of sunset, or later, unless otherwise directed.

Ensure the accuracy of the Distance Measuring Instrument (DMI) with the Engineer, prior to marking the Asphalt and Rock Land shots.

Surface all transitions, tapers, climbing lanes and intersections to the limits as directed.

Remove and dispose of, off the right of way, any existing traffic buttons before beginning surfacing operations. Remove dirt, dust or other harmful material prior to underseal application. If necessary, blade pavement edges as directed by engineer. Consider subsidiary to the pertinent Items.

ITEM 341 - DENSE-GRADED HOT-MIX ASPHALT

Provide mixture Type D, where applicable, using PG binder 70-22. Unless otherwise approved, provide Type D mixtures that have no less than 5% asphalt binder.

Recycled Asphalt Shingles (RAS) or Recycled Asphalt Pavement (RAP) are not permitted.

Target laboratory molded density is 96.5% for all mixtures without RAP and when using a Texas Gyratory Compactor (TGC) for designing the mixture.

When using Superpave Gyratory Compactor (SGC) to design mixtures, submit the SGC mix design to the Engineer for approval.

Minimum VMA during production shall be equal to or greater than Design VMA as shown in Table 8 for all mixture types.

All mixtures must meet the Hamburg requirement as stated in the table below.

High-Temperature Binder Grade	Test Method	Hamburg Wheel Test Requirements [1]
		Minimum # of Passes @ 0.5" Rut Depth, Tested @122°F
PG 64 or lower	Tex-242-F	7,000
PG 70	Tex-242-F	15,000
PG 76 or higher	Tex-242-F	20,000

1. The Engineer may accept Hamburg Wheel test results for production and placement if no more than 1of the 5 most recent tests is below the specified number of passes and the failing test is no more than 2,000 passes below the specified number of passes.

The County may at any time request that paving operation be stopped, if there is observance of pavement irregularities which could adversely affect the pavement quality.

HMAC shall be placed in layers/lifts as identified in the plans. Lifts shall be compacted thoroughly and uniformly to obtain the compaction and cross section identified in the plans.

Under no circumstances shall the HMA material be dumped on or near the job site and then reloaded for hauling to the site for placement.

All HMA construction joints shall be staggered for each proceeding lift. Ensure placement sequence to avoid excess distance of longitudinal joint lapback not to exceed one day's production rates.

Submit any proposed adjustments or changes to a job mix formula to the Engineer before production of the new job mix formula.

The Contractor shall provide saw cutting where necessary. This shall not be paid for directly, but shall be considered subsidiary to Bid Item Dense-Graded Hot Mix Asphalt.

1. The Contractor shall utilize a material transfer device per Item 320, a grade reference (such as a ski) for the overlay operations. Consider subsidiary to the pertinent Items.
2. Incorporate a maintain a 3H:1V safety wedge for any roadway edge of 2 inches or greater against adjacent travel lanes. Consider subsidiary to the pertinent Items.
3. Taper transverse faces at ends of passes as directed.
4. Make transverse tapers on each end of each pass using a minimum slope rate of 60H:1V. Tapers shall be removed directly before placement of the final HMA. Consider subsidiary to the pertinent Items.
5. Use a 10 ft. straightedge, where allowed, on all surface and intermediate pavement layers, as directed by the Inspector.

Acceptance Plan is not applicable to this project; no bonus and/or penalty are allowed. Acceptance of work will follow the specification as outlined with the clarification below.

Provide performance grade (PG) binders that do not contain Recycled Engine Oil Bottoms (REOBs) or Poly Phosphoric Acid (PPA).

For Mixture Design Verification, provide the Engineer with two 5-gallon buckets of each aggregate stockpile to be used on the project and three gallons of each PG binder from the plant to be used on the project. Sufficient quantities of any other additives that will be used in the HMA mixture shall also be provided.
Prior to allowing production of the trial batch, the Engineer will use the materials provided by the Contractor to perform the following tests to verify the HMA mixture design.

1. Indirect Tensile Test in accordance with Tex-226-F
2. Hamburg Wheel Test in accordance with Tex-242-F
3. Overlay Test in accordance with Tex-248-F
4. Cantabro Test in accordance with Tex-245-F

For mixtures designed with a Texas Gyratory Compactor (TGC), the Engineer may require that the target laboratory molded density be raised to no more than 97.5% or may lower the design number of gyrations to no less than 35 for mixtures designed with an SGC if any of the following conditions exist.

1. The Indirect Tensile Test results in a value greater than 200 PSI
2. The Hamburg Wheel Test results in a value less than 3.0 mm
3. The Overlay Test results in a value less than 100 cycles
4. The Cantabro Test results in a value of more than 20% loss

In lieu of or in addition to evaluating the mixture design prior to allowing a trial batch to be produced, the Engineer may also evaluate the mixture produced during the trial batch for compliance with the 4 tests listed above.

ITEM 354 - PLANING AND TEXTURING PAVEMENT

No milling operation can begin until passing test results of trial batch are received.

A single cut will be permitted if at most a 1¼-inch vertical offset is created against adjacent lanes when opened to traffic at the end of a work period.

A transverse transition taper (butt joint) will be sawcut, milled to a transition length of 50 feet to 1 inch in depth for main roads and 25 feet to 1 inch in depth for side streets, unless otherwise shown on the plans.

A longitudinal transition taper will be milled along all existing MBGF mow strips and driveways shown on the plans.

Edge milling shall be done with a large miller with grade control.

Remove the loose material from the roadway before opening to traffic.

ITEM 502 - BARRICADES, SIGNS, AND TRAFFIC HANDLING

The contractor shall provide two (2) “electronic” Portable Changeable Message Signs at locations requiring lane closures for one-week prior to the closures, or as directed. This shall not be paid for directly, but shall be considered subsidiary to this Bid Item.

Contractor shall provide all traffic control measures to prosecute the work and to ensure a minimum inconvenience to traffic around the construction area. Should the contractor’s traffic control measures be found unsatisfactory by the Engineer or Inspector, overlay operations will cease.

The Traffic Control Plan (TCP) for this project shall be as detailed on TxDOT standard plan sheet TCP (2-2)-12 thru TCP (2-4)-12, TCP (3-1)-13, TCP (3-3)-13, TCP (3-4)-13, TCP (7-1)-13, the Texas Manual on Uniform Traffic Control Devices, and the Work Zone Traffic Control Device List (WZTCDL).

Utilize barrels or plastic drums for all merging tapers.

Take immediate action to modify Closures / Traffic Control, if at any time backup (roadway queuing) becomes unreasonable (greater than 10 minutes). Have in place a contingency plan of how this will occur.

Do not set up any Lane Closure / TCP when the pavement is wet prior to the “setup,” unless otherwise directed. Revise Traffic Control, when inclement weather is imminent, as directed.

Within the limits of the project, provide standard barricades, warning signs, delineators, lights, 28-inch cones, and flaggers in sufficient numbers and combinations, as directed. All traffic control devices are listed in TxDOT’s WZTCDL.

Use a minimum of two (2) flaggers, two (2) advance warning flashing arrow panels (TY C), two (2) of each signs CW20-5R or CW20-5L with appropriate distance plaques and CW9-2R or CW9-2L and 28-in. cones at each location in which milling or paving operations are in progress. Flaggers must comply with all requirements outlined in TxDOT Specification Item 502.2B. This shall not be paid for directly, but shall be considered subsidiary to bid Item Dense-Graded Hot Mix Asphalt.

The contractor shall provide rumble strips at locations requiring flaggers, or as directed. This shall not be paid for directly, but shall be considered subsidiary to this Bid Item.

Maintain access to all streets and driveways at all times, unless otherwise approved. Consider subsidiary to the pertinent Items.

Maintain enough workers to revise traffic control as directed.

Cover or remove any existing sign(s), which conflict with temporary traffic control operations. Install all permanent signs, delineation, and object markers necessary for the operation of any roadway before opening that section of roadway to traffic**,** regardless of the phase during which the roadway construction occurs. Erect the signs on temporary mounts until the permanent mounts are installed. Consider any costs associated with the temporary mounts subsidiary. Repair or replace any signs which are damaged by the Contractor's operations during construction or which are deemed not sufficient. The Engineer will be the sole judge of the adequacy of the sign(s). Consider this work subsidiary to the pertinent Items.

Maintain Sandbags that are used for ballast, as directed. Consider subsidiary to the pertinent Items.

Contractor shall schedule work so that all lanes are open to traffic at night (after 6:00 P.M.), unless otherwise approved.

ITEM 666 – REFLECTORIZED PAVEMENT MARKINGS

Type II Reflectorized Pavement Markings to be applied prior to Type I. Type I Reflectorized Pavement Markings to be applied no sooner than 14 days after applying Type II, unless otherwise directed.

ITEM 677 – ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS

Blasting Method is required for the removal of existing pavement markings on bridge decks. No other methods will be allowed.

GOVERNING SPECIFICATIONS (STANDARD SPECIFICATIONS, SPECIAL PROVISIONS, AND SPECIAL SPECIFICATIONS)

WHERE DISCREPENCIES OCCUR BETWEEN THE VARIOUS GOVERNING SPECIFICATIONS, THE SPECIAL PROVISIONS SHALL GOVERN OVER BOTH STANDARD SPECIFICATIONS AND SPECIAL SPECIFICATIONS.

ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT ARE IDENTIFIED AS FOLLOWS:

STANDARD SPECIFICATIONS:	ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION NOVEMBER 1, 2014. STANDARD SPECIFICATIONS ARE INCORPORATED INTO THE CONTRACT BY REFERENCE.

ITEMS 1 – 9 ARE SUPERSEDED BY THE CONTRACT GENERAL AND SPECIAL CONDITIONS, WHERE APPLICABLE. WHEREVER, IN THE TXDOT STANDARD SPECIFICATIONS, REFERENCE IS MADE TO THE STATE OF TEXAS, THE DEPARTMENT AND ITS REPRESENTATIVES, SUCH REFERENCE SHALL BE TAKEN TO MEAN WILLIAMSON COUNTY AND ITS REPRESENTATIVES.

ITEM 160 TOPSOIL
ITEM 164 SEEDING FOR EROSION CONTROL
ITEM 166 FERTILIZER
ITEM 168 VEGETATIVE WATERING
ITEM 300 ASPHALTS, OILS, AND EMULSIONS
ITEM 302 AGGREGATES FOR SURFACE TREATMENTS (300)(301)
ITEM 316 SURFACE TREATMENTS (210)(300)(302)
ITEM 341 DENSE-GRADED HOT-MIX ASPHALT (300)(301)(320) (520)(585)
ITEM 354 PLANING AND TEXTURING PAVEMENT
ITEM 500 MOBILIZATION
ITEM 502 BARRICADES, SIGNS, AND TRAFFIC HANDLING
ITEM 666 REFLECTORIZED PAVEMENT MARKINGS
ITEM 672 RAISED PAVEMENT MARKERS
ITEM 677 ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS

SPECIAL PROVISIONS: THE CONTENT OF THE SPECIAL PROVISIONS ARE INCLUDED ON THE FOLLOWING PAGES.

SPECIAL PROVISION TO ITEM 300 (300-001)
SPECIAL PROVISION TO ITEM 300 (300-005)
SPECIAL PROVISION TO ITEM 300 (300-007)

Special Provision to Item 300
Asphalts, Oils, and Emulsions

Item **Error! Reference source not found.**, "**Error! No text of specified style in document.**," of the Standard Specifications, is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Section 300.2.4., "Emulsified Asphalt," is supplemented by the following:

Table 7A
Surface Performance-Grade Emulsified Asphalt

Grade	Test Procedure	HFRS-2(SPG xy[1])		CRS-2(SPG xy)		CHFRS-2(SPG xy)	
		Min	Max	Min	Max	Min	Max
Tests on emulsions:							
Viscosity, Saybolt Furol at 50°C, SFs[2]	T 72	150	400	150	400	150	400
Storage stability test, 24 h., %[2]	T 59		1		1		1
Demulsibility, 35 mL, 0.02 N $CaCl_2$, %	T 59	60					
Demulsibility, 35 mL, 0.8% dioctyl sodium sulfosuccinate, %	T 59			60		60	
Particle charge test	T 59			positive		positive	
Sieve test, %[2]	T 59		0.10		0.10		0.10
Residue recovery	PP 72,						
Residue, %	Procedure B	65		65		65	
Tests on recovered residue:							
Residue properties		Meet the specified SPG in Table 17A[3]					
Solubility in trichloroethylene, %	T 44	97.5		97.5			
Float test, 60°C, sec.[4]	T 50	1,200				1,200	

1. X is the average 7-day maximum pavement surface design temperature, and y is the minimum pavement surface design temperature used in Table 17A.
2. This test requirement on representative samples is waived if successful application of the material has been achieved in the field.
3. Meet original performance properties and PAV residue requirements only
4. If Float test is less than 1,200 sec. using PP 72, Procedure B, for residue recovery, then use T 59 for residue recovery.

Section 300.2.10., "Performance-Graded Binders," is supplemented by the following:

Table 17A
Surface Performance Grade (SPG) Specification

Surface Performance Grade	SPG 64	SPG 67					SPG 70					SPG 73			
	-25	-13	-16	-19	-22	-25	-13	-16	-19	-22	-25	-16	-19	-22	-25
Average 7-day Max pavement surface design temperature[1], °C	<64	<67					<70					<73			
Min pavement surface design temperature[1], °C	>-25	>-13	>-16	>-19	>-22	>-25	>-13	>-16	>-19	>-22	>-25	>-16	>-19	>-22	>-25
Original Binder															
Flash point temp, T 48, Min, °C	230														
Viscosity, T 316[2]: Max 0.15 Pa*s, test temp., °C	205														
Original Performance Properties															
Dynamic Shear, T 315: G*/sinδ, Min 0.65 kPa, Test temp @ 10 rad/s, °C	64	67					70					73			
Phase angle[3] (δ), Max, @ temp. where G*/sinδ = 0.65 kPa	80	–	–	–	80	80	–	–	80	80	80	80	80	80	80
Pressure Aging Vessel (PAV) Residue (R 28)															
PAV aging temperature, °C	100	100					100					100			
Creep stiffness, T 313: S, Max 500 MPa, Test temp. @ 8 sec., °C	-25	-13	-16	-19	-22	-25	-13	-16	-19	-22	-25	-16	-19	-22	-25

1. Temperatures are at the surface of the pavement structure. These may be determined from experience or may be estimated using equations developed by SHRP or LTPP, but modified to represent surface temperatures. Surface-grade high temperatures are generally 3°C to 4°C greater than those determined for Superpave PG binders.
2. The referee method will be AASHTO T 316 using a #21 spindle at 50 r/min, however alternate methods may be used for routine testing and quality assurance.
3. Phase angle is determined at the temperature where G*/sin δ =0.65 kPa. For routine testing and quality assurance, the phase angle can be interpolated from testing at two temperatures, one above and one below where G*/sin δ=0.65 kPa.

Special Provision to Item 300
Asphalts, Oils, and Emulsions

For this project, Item 300, "Asphalts, Oils, and Emulsions," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Section 300.2.4, "Emulsified Asphalt." Table 10 is voided and replaced by the following:

Table 10
Polymer Modified Cationic Emulsified Asphalt

Type-Grade		Rapid Setting						Slow Setting	
		CRS-1P		CRS-2P		CRS-2TR		CSS-1P	
Property	Test Procedure	Min	Max	Min	Max	Min	Max	Min	Max
Viscosity, Saybolt Furol	T 72								
77°F, sec.		-	-	-	-	-	-	20	100
122°F, sec.		50	150	150	400	150	500	-	-
Sieve Test, %	T 59	-	0.1	-	0.1	-	0.1	-	0.1
Demulsibility, 35 ml of 0.8% sodium dioctyl sulfosuccinate, %	T 59	60	-	70	-	40	-	-	-
Storage Stability, 1 day, %	T 59	-	1	-	1	-	1	-	1
Breaking Index, g	Tex-542-C	-	80	-	-	-	-	-	-
Particle Charge	T 59	positive		positive		positive		positive	
Distillation Test:[1]	T 59								
Residue by Distillation, % by wt.		65	-	65	-	65	-	62	-
Oil Distillate, % by volume of emulsion		-	3	-	0.5	-	3	-	0.5
Tests on Residue from Distillation:									
Modifier type		Polymer		Polymer		Tire Rubber		Polymer	
Modifier Content, wt. % (solids basis)		-	-	3.0	-	5.0	-	3.0	-
Penetration, 77°F, 100 g, 5 sec.	T 49	225	300	90	150	90	150	-	90
Viscosity, 140°F, poise	T 202	-	-	1300	-	1000	-	-	-
Solubility in Trichloroethylene, %	T 44	97.0	-	97.0	-	98	-	97.0	-
Softening Point, °F	T 53	-	-	-	-	-	-	135	-
Ductility, 77°F, 5 cm/min., cm	T 51	-	-	-	-	40	-	70	-
Ductility[2], 39.2°F, 5 cm/min., cm	T 51	-	-	50	-	-	-	-	-
Elastic Recovery[2], 50°F, %	Tex-539-C	45	-	55	-	-	-	-	-

[1]Exception to T 59: Bring the temperature on the lower thermometer slowly to 350°F ± 0°F. Maintain at this temperature for 20 min. Complete total distillation in 60 ± 5 min. from the first application of heat.

[2]CRS-2P must meet one of either the ductility or elastic recovery requirements.

Special Provision to Item 300
Asphalts, Oils and Emulsions

Item 300, "Asphalts, Oils and Emulsions" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Section 300.2.4., "Emulsified Asphalt", is supplemented by the following:

Emulsified Asphalt. Provide emulsified asphalt that is homogeneous, does not separate after thorough mixing, and meets the requirements for the specified type and grade in Tables 7, 8, 9, and 10.

Table 10B
Non-Tracking Tack Coat Emulsion

Property	Test Procedure	Quick Setting QS-1HH	
		Min	Max
Viscosity, Saybolt Furol, 77° F,sec	T 72	15	--
Storage stability, 1 Day, %	T 59	--	1
Settlement, 5-day, %	T 59	2	5
Sieve test, %	T 59	--	0.30
Distillation test:[1]	T 59		
Residue by distillation, % by wt.		50	--
Oil distillate, by volume of emulsion		--	1.0
Test on residue from distillation:			
Penetration, 77°F, 100 g, 5 sec.	T 49	--	20
Solubility in trichloroethylene, %	T 44	97.5	--
Softening point, °F	T 53	150	
Dynamic shear, G*/sin(δ), 82°C, 10 rad/s, kPa	T 315	1.0	--

1. Exception to AASHTO T-59: Bring the temperature on the lower thermometer slowly to 350°F ± 10°F. Maintain at this temperature for 20 min. Complete total distillation in 60 ± 5 min. from first application of heat.

INDEX OF SHEETS

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3	TYPICAL SECTION
4	MISC DETAILS
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10	STA 57+75.00 - 69+25.00
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12	STA 80+75.00 - 92+25.00
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17	STA 138+25.00 - 149+75.00
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19	STA 161+25.00 - 172+75.00
20	STA 172+75.00 - 184+25.00
21	STA 184+25.00 - 195+75.00
22	STA 195+75.00 - 207+25.00
23	STA 207+25.00 - 218+75.00
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55	BC (12)-14

REFERENCED STANDARD SPECIFICATIONS:
SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION ON NOVEMBER 1, 2014 SHALL GOVERN THIS PROJECT.

WILLIAMSON COUNTY
DEPARTMENT OF INFRASTRUCTURE

3151 S.E. INNER LOOP, SUITE B
GEORGETOWN, TEXAS 78626
512-943-3330
www.wilco.org

PLANS FOR PROPOSED
RONALD REAGAN BLVD
IMPROVEMENTS

From RM 2338 to SH 195
Phase 1 - Sta: 1+00 to Sta: 140+00 (Cowan Creek)
Phase 2 - Sta: 140+00 (Cowan Creek) to Sta. 285+75 (SH 195)

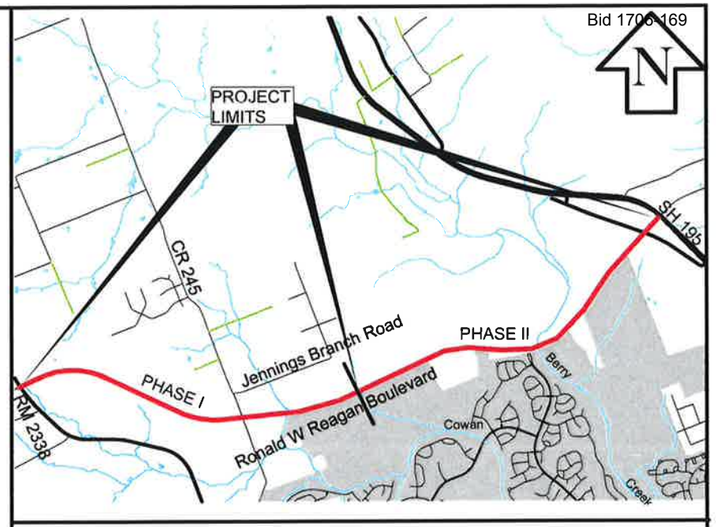
MAY 2017

WILLIAMSON COUNTY
1848

GENERAL PROJECT INFO:
REHAB OF RONALD REAGAN CONSISTS OF MILLING, SEALING, OVERLAY & RESTRIPING

LIMITS: PHASE 1 - FROM THE INTERSECTION OF FM 2338 TO STA: 140+00, APPROXIMATELY 13,900 LF OR ±2.6 MILES IN LENGTH
PHASE 2 - STA: 140+00 TO SH 195, APPROXIMATELY 14,640 LF OR ±2.8 MILES IN LENGTH.

#	SHEETS AFFECTED	BY	DATE
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VICINITY MAP
NTS

WILLIAMSON COUNTY

DESIGNED BY:

KON Q. KWAN. PROJECT ENGINEER

THE STANDARD / DETAIL SHEETS, #30 THRU #55, HAVE BEEN ISSUED BY ME AND ARE APPLICABLE TO THIS PROJECT.

APPROVED AND RECOMMENDED FOR CONSTRUCTION:

J. TERRON EVERTSON, P.E., COUNTY ENGINEER DATE 5/23/17

STATE OF TEXAS
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KON Q. KWAN, P.E. 90584 ON: 05/23/2017

SHEET
1 OF 55

SHEET TAB: TITLE SHEET
PLOTTED BY: matt williamson
PLOT TIME: May 23, 2017 - 11:56am
DRAWING: P:_ROADWAYS\Ronald Reagan Blvd\Ronald Reagan North Ph 3\FY17 Overlay\Drawings\CPlans\Ronald Reagan N Ph 3 FY17 COVER.dwg

Phase 1 - Estimate of Quantities Summary

PHASE	ITEM	NO	DESCRIPTION	UNITS	QUANTITY
PH 1	160	6003	FURNISHING AND PLACING TOPSOIL (4")	SY	24658
PH 1	164	6033	DRILL SEEDING (PERM) (RURAL) (SANDY)	SY	24658
PH 1	166	6001	FERTILIZER	AC	6
PH 1	168	6001	VEGETATIVE WATERING	MG	1147
PH 1	316	6175	AGGR (TY-B GR-4 SAC-B)	CY	606
PH 1	316	6466	ASPH (CHFRS-2P OR CRS-2P)	GAL	24359
PH 1	341	6043	D - GR HMA TY - D PG70 - 22	TON	7656
PH 1	354	6021	PLANE ASPH CONC PAV (0" TO 2")	SY	2021
PH 1	500	6001	MOBILIZATION	LS	1
PH 1	502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2
PH 1	662	6109	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	1611
PH 1	662	6111	WK ZN PAV MRK SHT TERM (TAB) TY Y - 2	EA	2984
PH 1	666	6035	REFL PAV MRK TY I (W) 8" (SLD) (090MIL)	LF	1540
PH 1	666	6047	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	LF	60
PH 1	666	6053	REFL PAV MRK TY I (W) (ARROW) (090MIL)	EA	7
PH 1	666	6077	REFL PAV MRK TY I (W) (WORD) (090MIL)	EA	6
PH 1	666	6146	REFL PAV MRK TY I (Y) 24" (SLD) (090MIL)	LF	578
PH 1	666	6167	REFL PAV MRK TY II (W) 4" (BRK)	LF	0
PH 1	666	6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	28286
PH 1	666	6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	1540
PH 1	666	6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	60
PH 1	666	6184	REFL PAV MRK TY II (W) (ARROW)	EA	7
PH 1	666	6192	REFL PAV MRK TY II (W) (WORD)	EA	6
PH 1	666	6205	REFL PAV MRK TY II (Y) 4" (BRK)	LF	1288
PH 1	666	6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	28836
PH 1	666	6214	REFL PAV MRK TY II (Y) 24" (SLD)	LF	578
PH 1	666	6299	RE PM W / RET REQ TY I (W) 4" (BRK) (090MIL)	LF	0
PH 1	666	6302	RE PM W / RET REQ TY I (W) 4" (SLD) (090MIL)	LF	28286
PH 1	666	6311	RE PM W / RET REQ TY I (Y) 4" (BRK) (090MIL)	LF	1288
PH 1	666	6314	RE PM W / RET REQ TY I (Y) 4" (SLD) (090MIL)	LF	28836
PH 1	672	6007	REFL PAV MRKR TY I-C	EA	77
PH 1	672	6009	REFL PAV MRKR TY II-A-A	EA	985
PH 1	672	6010	REFL PAV MRKR TY II-C-R	EA	0
PH 1	677	6001	ELIM EXT PAV MRK & MRKS (4")	LF	0
PH 1	677	6003	ELIM EXT PAV MRK & MRKS (8")	LF	0

Phase 2 - Estimate of Quantities Summary

PHASE	ITEM	NO	DESCRIPTION	UNITS	QUANTITY
PH 2	160	6003	FURNISHING AND PLACING TOPSOIL (4")	SY	25112
PH 2	164	6033	DRILL SEEDING (PERM) (RURAL) (SANDY)	SY	25912
PH 2	166	6001	FERTILIZER	AC	6
PH 2	168	6001	VEGETATIVE WATERING	MG	1168
PH 2	316	6175	AGGR (TY-B GR-4 SAC-B)	CY	724
PH 2	316	6466	ASPH (CHFRS-2P OR CRS-2P)	GAL	29108
PH 2	341	6043	D - GR HMA TY - D PG70 - 22	TON	9149
PH 2	354	6021	PLANE ASPH CONC PAV (0" TO 2")	SY	4659
PH 2	500	6001	MOBILIZATION	LS	1
PH 2	502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2
PH 2	662	6109	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	2617
PH 2	662	6111	WK ZN PAV MRK SHT TERM (TAB) TY Y - 2	EA	3903
PH 2	666	6035	REFL PAV MRK TY I (W) 8" (SLD) (090MIL)	LF	2220
PH 2	666	6047	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	LF	420
PH 2	666	6053	REFL PAV MRK TY I (W) (ARROW) (090MIL)	EA	7
PH 2	666	6077	REFL PAV MRK TY I (W) (WORD) (090MIL)	EA	6
PH 2	666	6146	REFL PAV MRK TY I (Y) 24" (SLD) (090MIL)	LF	1070
PH 2	666	6167	REFL PAV MRK TY II (W) 4" (BRK)	LF	633
PH 2	666	6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	29530
PH 2	666	6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	2220
PH 2	666	6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	420
PH 2	666	6184	REFL PAV MRK TY II (W) (ARROW)	EA	7
PH 2	666	6192	REFL PAV MRK TY II (W) (WORD)	EA	6
PH 2	666	6205	REFL PAV MRK TY II (Y) 4" (BRK)	LF	200
PH 2	666	6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	34064
PH 2	666	6214	REFL PAV MRK TY II (Y) 24" (SLD)	LF	1070
PH 2	666	6299	RE PM W / RET REQ TY I (W) 4" (BRK) (090MIL)	LF	633
PH 2	666	6302	RE PM W / RET REQ TY I (W) 4" (SLD) (090MIL)	LF	29530
PH 2	666	6311	RE PM W / RET REQ TY I (Y) 4" (BRK) (090MIL)	LF	200
PH 2	666	6314	RE PM W / RET REQ TY I (Y) 4" (SLD) (090MIL)	LF	34064
PH 2	672	6007	REFL PAV MRKR TY I-C	EA	111
PH 2	672	6009	REFL PAV MRKR TY II-A-A	EA	1230
PH 2	672	6010	REFL PAV MRKR TY II-C-R	EA	32
PH 2	677	6001	ELIM EXT PAV MRK & MRKS (4")	LF	1800
PH 2	677	6003	ELIM EXT PAV MRK & MRKS (8")	LF	450



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KON Q. KWAN, P.E. 90584 ON: 05/23/2017

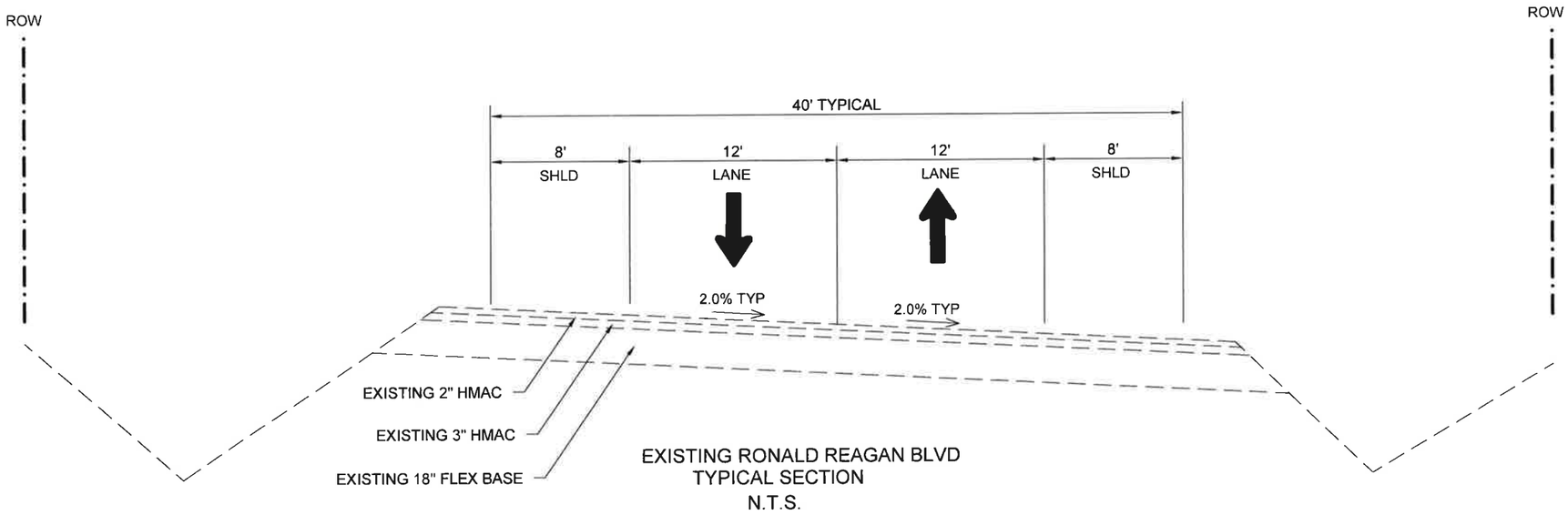
NO	REVISION	BY	DATE

WILLIAMSON COUNTY
DEPT. OF INFRASTRUCTURE
ROAD & BRIDGE DIVISION

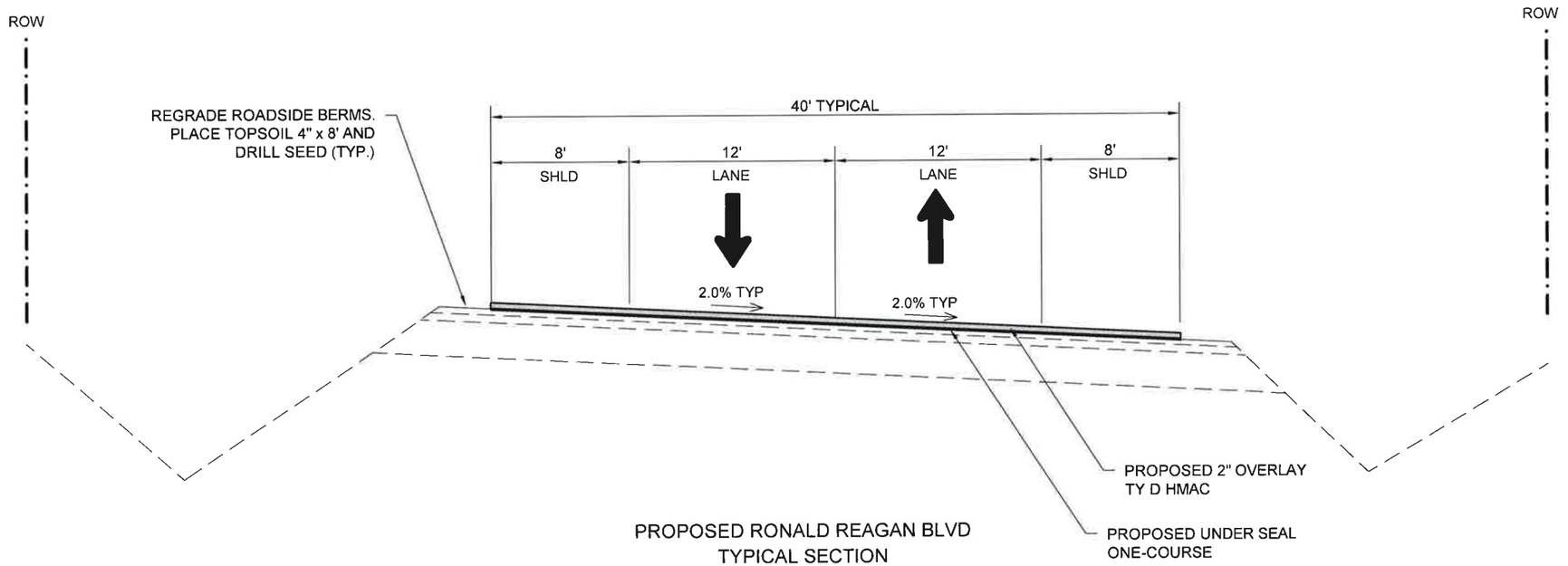
ESTIMATE OF QUANTITIES SUMMARY

DESIGNED: KQK	3151 S.E. INNER LOOP, SUITE B GEORGETOWN, TEXAS 78626 943-3330 www.wilco.org	SHEET	2
CHECKED: KQK			
CAD DWG: LEP			
CHECKED: KQK			

SHEET TAB: ESTIMATE OF QUANTITIES SUMMARY
PLOTTED BY: kkwan
PLOT TIME: May 23, 2017 - 8:05pm
DRAWING: P:_ROADWAYS\Ronald Reagan Blvd\Ronald Reagan North Ph 3\FY17 Overlay\Drawings\CPlans\Ronald Reagan N Ph 3 FY17 COVER.dwg



EXISTING RONALD REAGAN BLVD
TYPICAL SECTION
N.T.S.



PROPOSED RONALD REAGAN BLVD
TYPICAL SECTION
N.T.S.

STATE OF TEXAS
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT
WAS AUTHORIZED BY KON Q. KWAN, P.E.
90584 ON: 05/22/2017

NO	REVISION	BY	DATE

WILLIAMSON COUNTY
1848

WILLIAMSON COUNTY
DEPT. OF INFRASTRUCTURE
ROAD & BRIDGE DIVISION

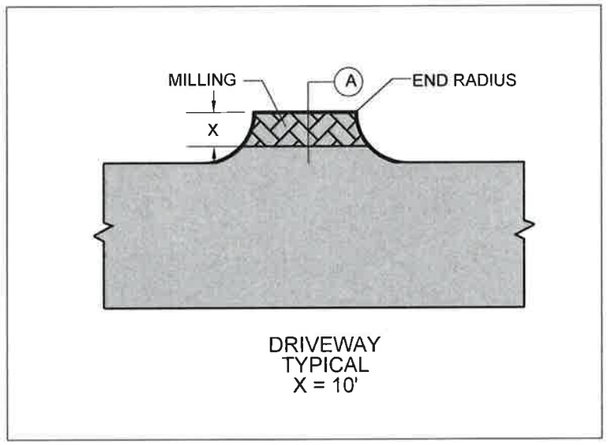
TYPICAL SECTION

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CHECKED:	KQK
CAD DWG:	LEP
CHECKED:	KQK

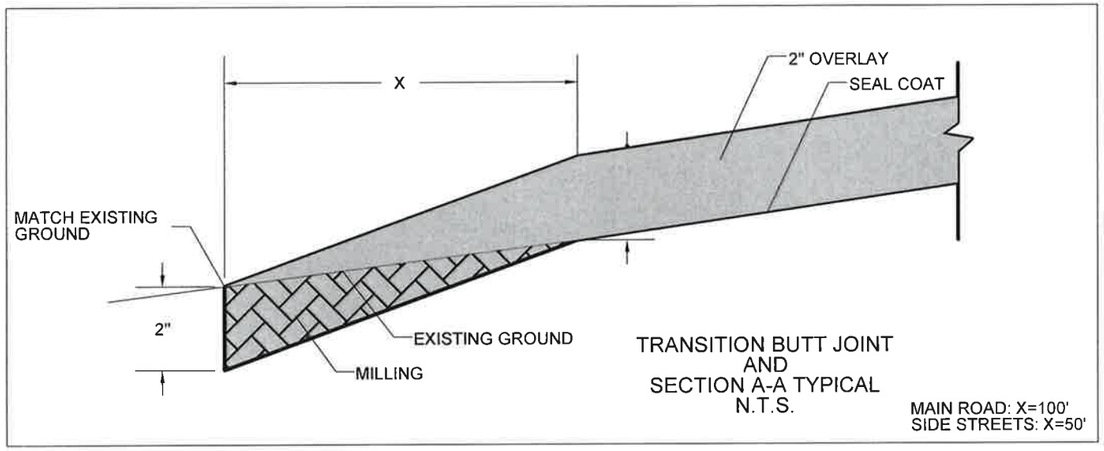
3151 S.E. INNER LOOP, SUITE B
GEORGETOWN, TEXAS 78626
943-3330
www.wilco.org

SHEET 3

SHEET TAB: TYPICAL SECTION
PLOTTED BY: kkwan
PLOT TIME: May 22, 2017 - 1:57pm
DRAWING: P:_ROADWAYS\Ronald Reagan Blvd\Ronald Reagan North Ph 3\FY17 Overlay\Drawings\CPlans\Ronald Reagan N Ph 3 FY17 COVER.dwg



DRIVEWAY
TYPICAL
X = 10'



TRANSITION BUTT JOINT
AND
SECTION A-A TYPICAL
N.T.S.

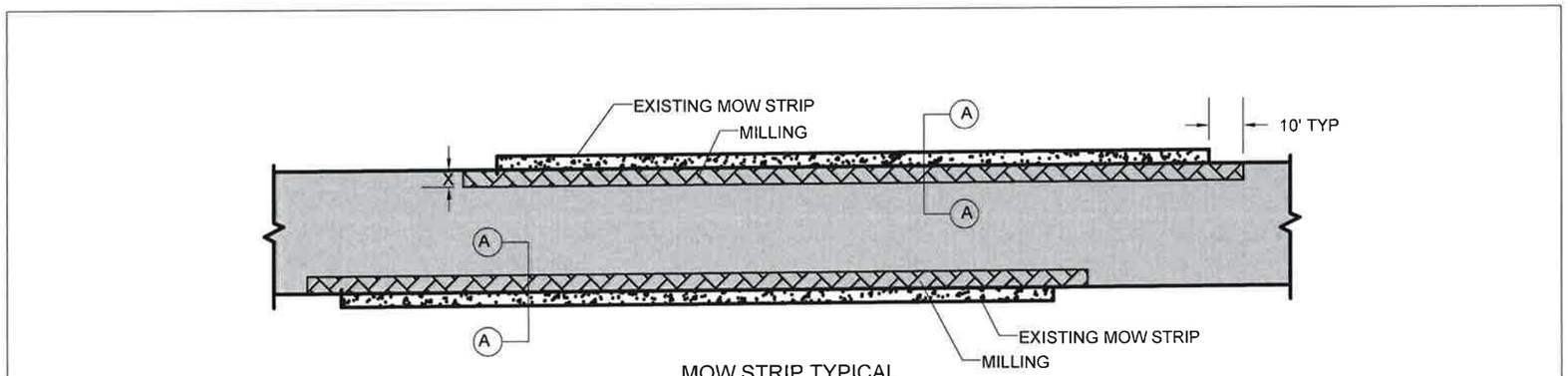
MAIN ROAD: X=100'
SIDE STREETS: X=50'

LEGEND

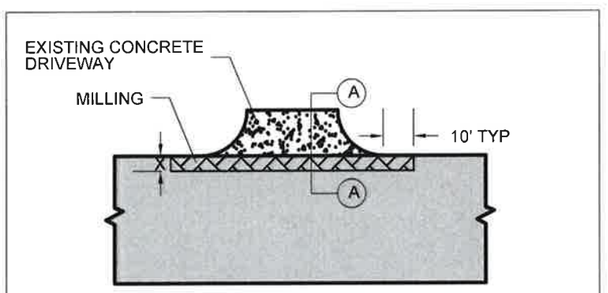
EXISTING CONCRETE

UNDER SEAL, OVERLAY 2"

AREA TO BE MILLED



MOW STRIP TYPICAL
X = 5'



CONCRETE DRIVEWAY TYPICAL
X = 5'



THE SEAL APPEARING ON THIS DOCUMENT
WAS AUTHORIZED BY KON Q. KWAN, P.E.
90584 ON: 05/22/2017

NO	REVISION	BY	DATE

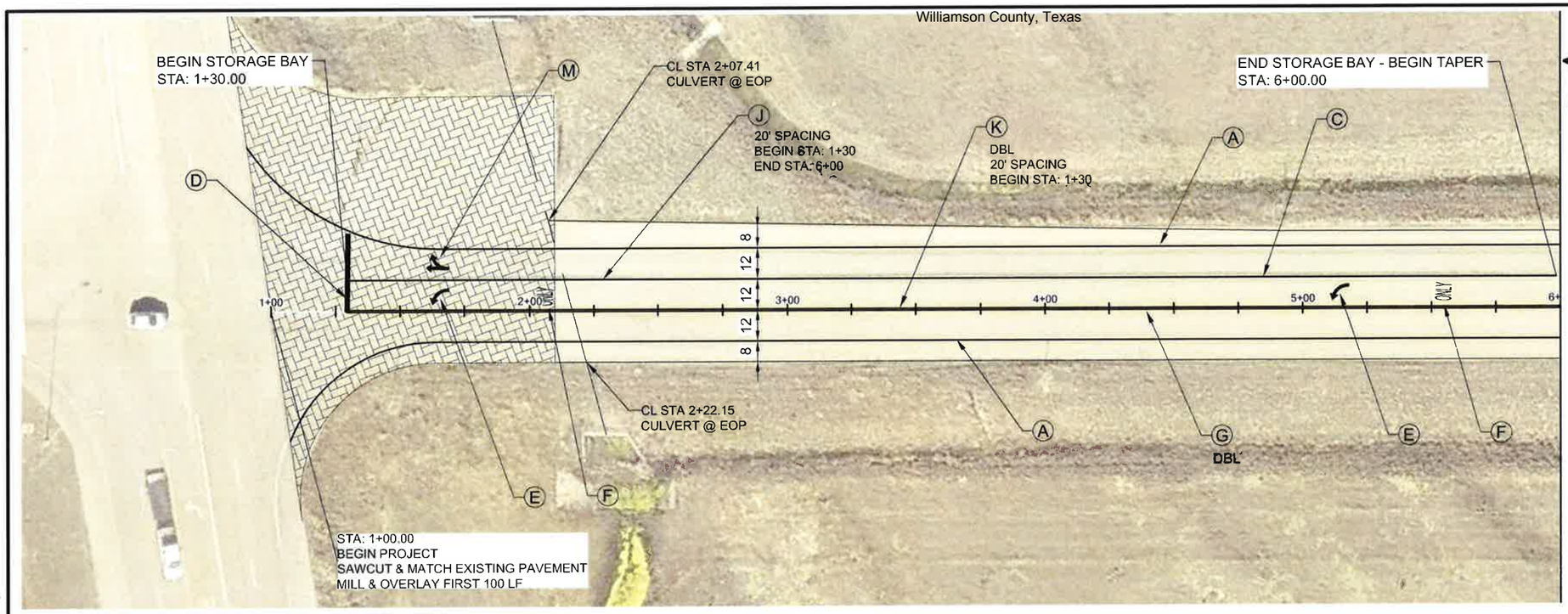
WILLIAMSON COUNTY
DEPT. OF INFRASTRUCTURE
ROAD & BRIDGE DIVISION

WILLIAMSON COUNTY 1848

MISC DETAILS

DESIGNED: KQK	3151 S.E. INNER LOOP, SUITE B GEORGETOWN, TEXAS 78626 943-3330 www.wilco.org	SHEET 4
CHECKED: KQK		
CAD DWG: LEP		
CHECKED: KQK		

SHEET TAB: MISC DETAILS
PLOTTED BY: kkwan
PLOT TIME: May 22, 2017 - 1:57pm
DRAWING: P:_ROADWAYS\Ronald Reagan Blvd\Ronald Reagan North Ph 3\FY17 Overlay\Drawings\CPlans\Ronald Reagan N Ph 3 FY17 COVER.dwg



STA:6+00.00

50 0 25 50

LEGEND

EXISTING CONCRETE

UNDER SEAL, OVERLAY 2"

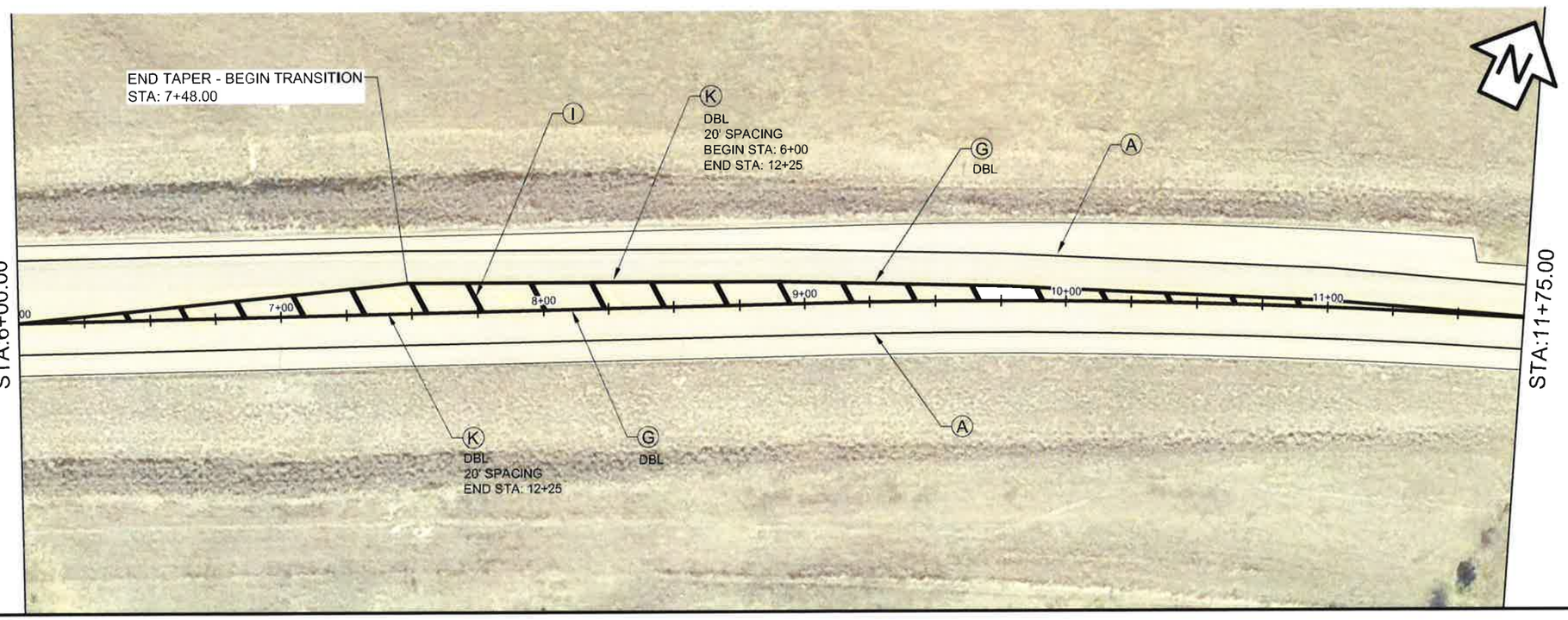
AREA TO BE MILLED

- (A) REFL PAV MRK TY I & II (W) 4" (SLD)
- (C) REFL PAV MRK TY I & II (W) 8" (SLD)
- (D) REFL PAV MRK TY I & II (W) 24" (SLD)
- (E) REFL PAV MRK TY I & II (W) (ARROW)
- (F) REFL PAV MRK TY I & II (W) (WORD)
- (G) REFL PAV MRK TY I & II (Y) 4" (SLD)
- (H) REFL PAV MRK TY I & II (Y) 4" (BRK)
- (I) REFL PAV MRK TY I & II (Y) 24" (SLD)
- (J) REFL PAV MRK TY I-C
- (K) REFL PAV MRK TY II-A-A
- (L) REFL PAV MRK TY I & II (W) 4" (BRK)
- (M) REFL PAV MRK TY I & II (w) (DBL ARROW)

NOTE:

SOME OF THE AERIAL PHOTOGRAPHY SHOWN HAS MINOR SHIFTS IN SOME LOCATIONS. THE ALIGNMENT IS LOCATED WITHIN ACCEPTABLE GIS STANDARDS. CONTRACTOR SHALL VERIFY DRIVEWAY AND CROSS ROAD LOCATIONS PRIOR TO MILL & OVERLAY.

RONALD REAGAN BLVD



STA:6+00.00

STA:11+75.00

STATE OF TEXAS
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KON Q. KWAN, P.E. 90584 ON: 05/22/2017

NO	REVISION	BY	DATE

WILLIAMSON COUNTY
DEPT. OF INFRASTRUCTURE
ROAD & BRIDGE DIVISION

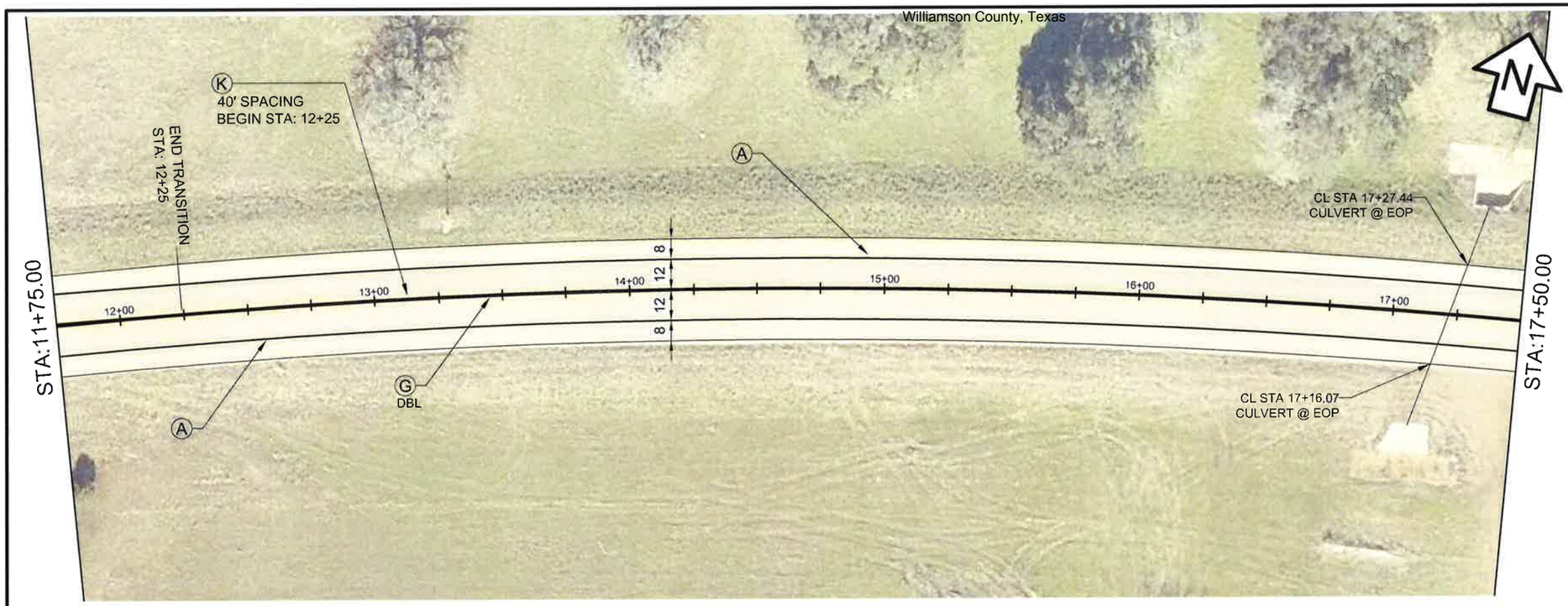
RONALD REAGAN BLVD FROM
RM 2338 TO SH 195 FY 17
OVERLAY & STRIPING

DESIGNED:	KQK
CHECKED:	KQK
CAD DWG:	LEP
CHECKED:	KQK

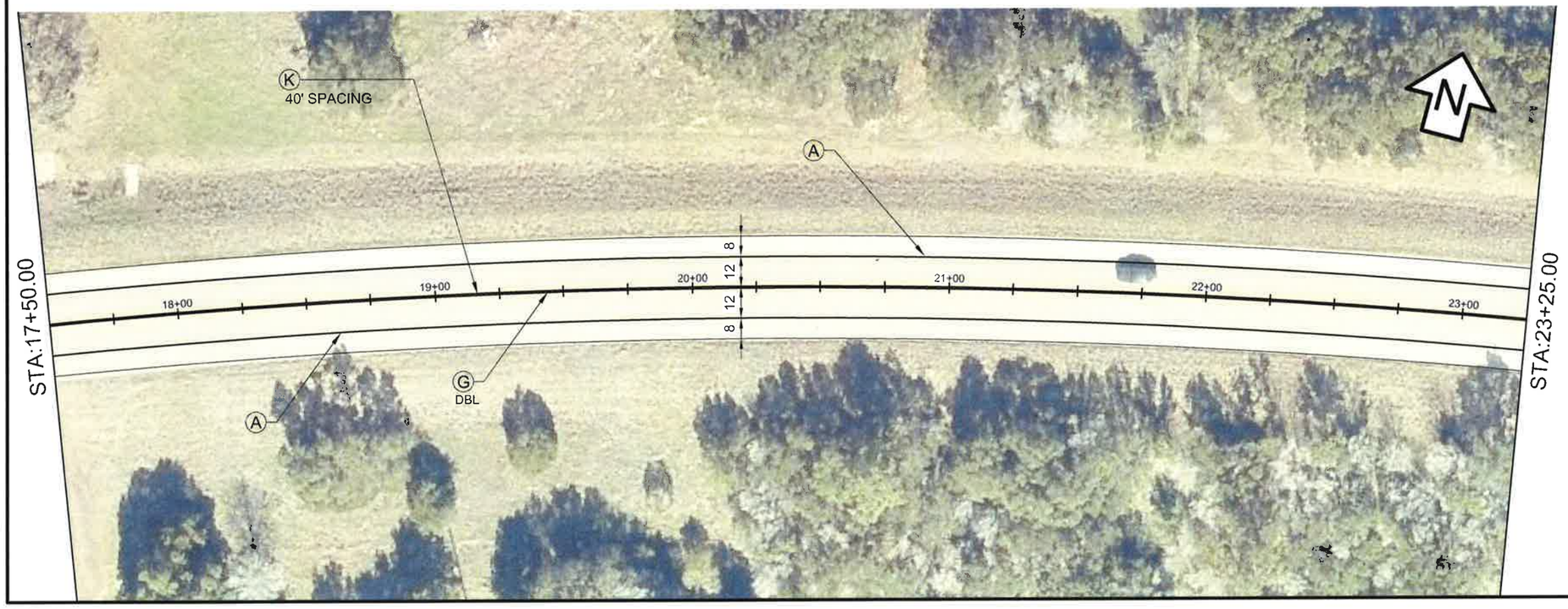
3151 S.E. INNER LOOP SUITE B
GEORGETOWN, TEXAS 78626
943-3330
www.wilco.org

SHEET 5

SHEET TAB: STA 1+00.00 - 11+75.00
PLOTTED BY: kkwan
PLOT TIME: May 22, 2017 - 1:58pm
DRAWING: P:_ROADWAYS\Ronald Reagan Blvd\Ronald Reagan North Ph 3\FY17 Overlay\Drawings\CPlans\Ronald Reagan N Ph 3 FY17 ROADWAY.dwg



RONALD REAGAN BLVD



50 0 25 50

LEGEND

EXISTING CONCRETE

UNDER SEAL, OVERLAY 2"

AREA TO BE MILLED

- (A) REFL PAV MRK TY I & II (W) 4" (SLD)
- (C) REFL PAV MRK TY I & II (W) 8" (SLD)
- (D) REFL PAV MRK TY I & II (W) 24" (SLD)
- (E) REFL PAV MRK TY I & II (W) (ARROW)
- (F) REFL PAV MRK TY I & II (W) (WORD)
- (G) REFL PAV MRK TY I & II (Y) 4" (SLD)
- (H) REFL PAV MRK TY I & II (Y) 4" (BRK)
- (I) REFL PAV MRK TY I & II (Y) 24" (SLD)
- (J) REFL PAV MRK TY I-C
- (K) REFL PAV MRK TY II-A-A
- (L) REFL PAV MRK TY I & II (W) 4" (BRK)
- (M) REFL PAV MRK TY I & II (w) (DBL ARROW)

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STATE OF TEXAS
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER

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NO	REVISION	BY	DATE

WILLIAMSON COUNTY
DEPT. OF INFRASTRUCTURE
ROAD & BRIDGE DIVISION

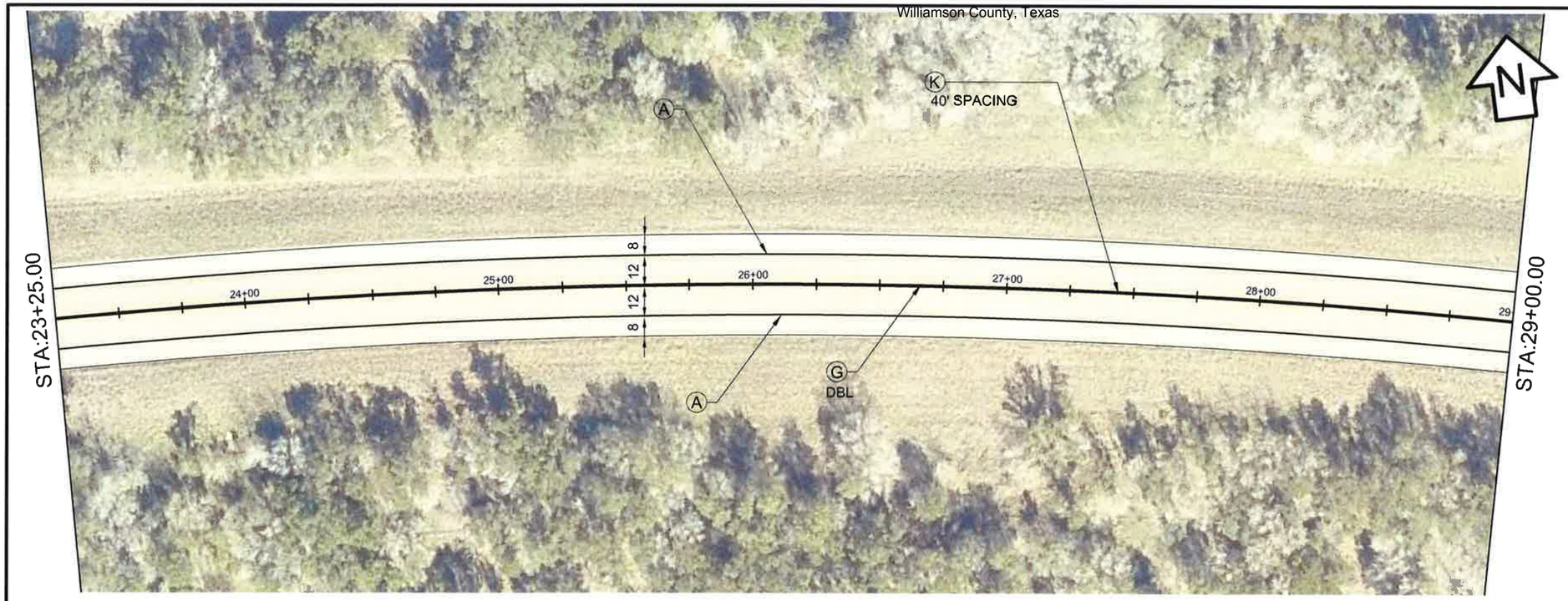
RONALD REAGAN BLVD FROM
RM 2338 TO SH 195 FY 17
OVERLAY & STRIPING

DESIGNED:	KQK
CHECKED:	KQK
CAD DWG:	LEP
CHECKED:	KQK

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SHEET 6

SHEET TAB: STA 11+75.00 - 23+25.00
PLOTTED BY: kkwan
PLOT TIME: May 22, 2017 - 7:56pm
DRAWING: P:_ROADWAYS\Ronald Reagan Blvd\Ronald Reagan North Ph 3\FY17 Overlay\Drawings\CPlans\Ronald Reagan N Ph 3 FY17 ROADWAY.dwg



RONALD REAGAN BLVD



50 0 25 50

LEGEND

EXISTING CONCRETE

UNDER SEAL, OVERLAY 2"

AREA TO BE MILLED

- (A) REFL PAV MRK TY I & II (W) 4" (SLD)
- (C) REFL PAV MRK TY I & II (W) 8" (SLD)
- (D) REFL PAV MRK TY I & II (W) 24" (SLD)
- (E) REFL PAV MRK TY I & II (W) (ARROW)
- (F) REFL PAV MRK TY I & II (W) (WORD)
- (G) REFL PAV MRK TY I & II (Y) 4" (SLD)
- (H) REFL PAV MRK TY I & II (Y) 4" (BRK)
- (I) REFL PAV MRK TY I & II (Y) 24" (SLD)
- (J) REFL PAV MRK TY I-C
- (K) REFL PAV MRK TY II-A-A
- (L) REFL PAV MRK TY I & II (W) 4" (BRK)
- (M) REFL PAV MRK TY I & II (w) (DBL ARROW)

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STATE OF TEXAS
KON Q. KWAN
90584
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PROFESSIONAL ENGINEER

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WILLIAMSON COUNTY
1848

WILLIAMSON COUNTY
DEPT. OF INFRASTRUCTURE
ROAD & BRIDGE DIVISION

RONALD REAGAN BLVD FROM
RM 2338 TO SH 195 FY 17
OVERLAY & STRIPING

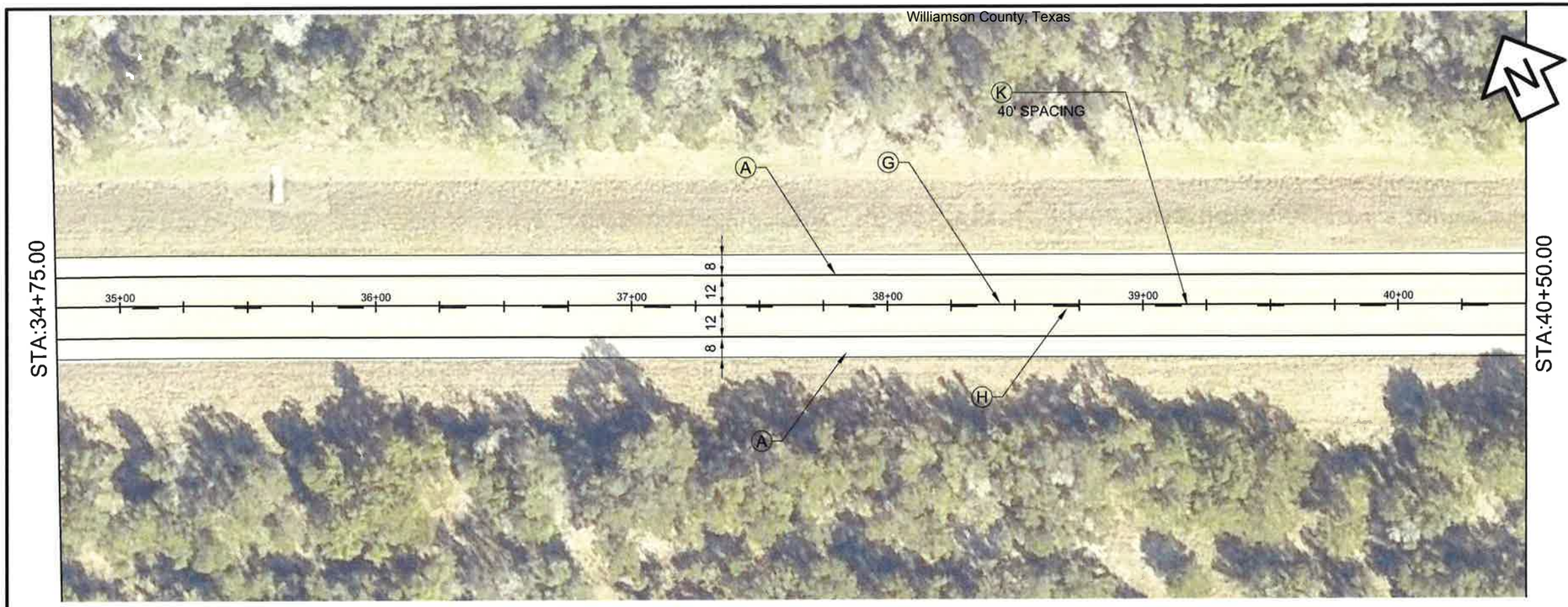
DESIGNED:	KQK
CHECKED:	KQK
CAD DWG:	LEP
CHECKED:	KQK

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GEORGETOWN, TEXAS 78626
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www.wilco.org

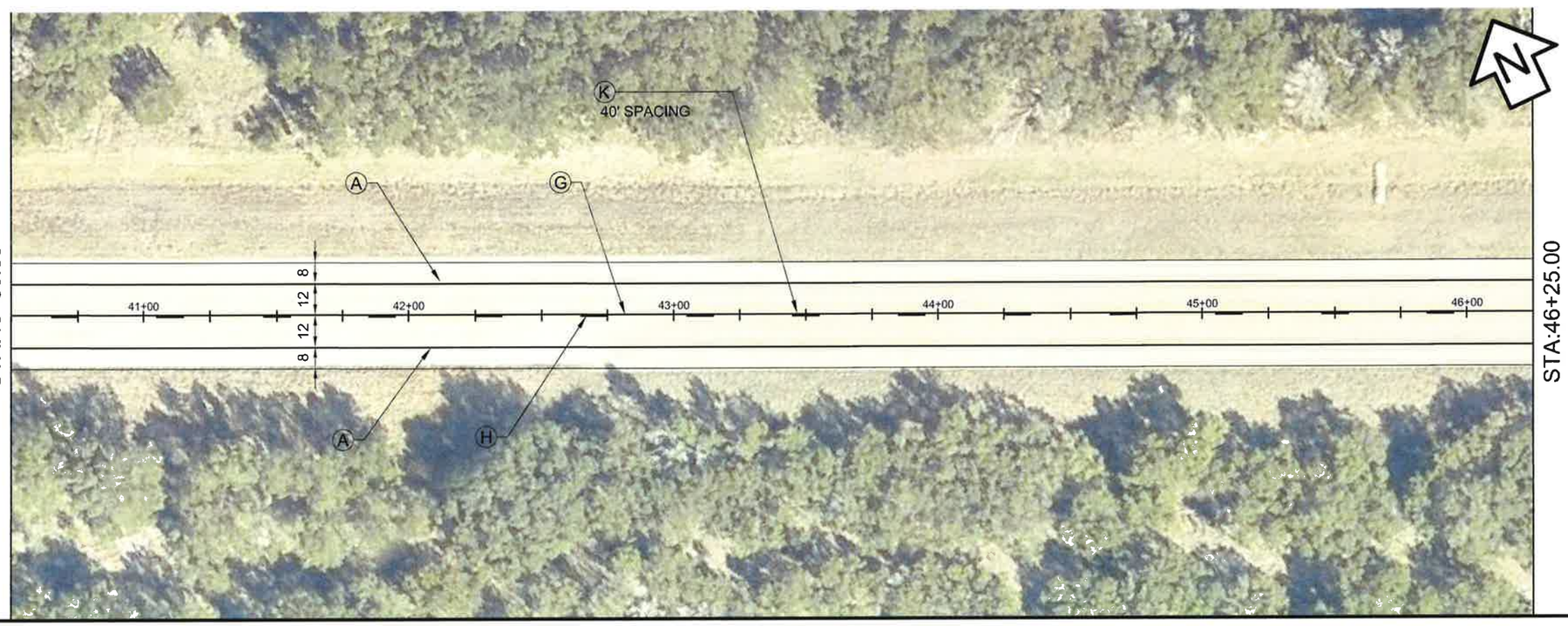
SHEET 7

SHEET TAB: STA 23+25.00 - 34+75.00
PLOTTED BY: kkwan
PLOT TIME: May 22, 2017 - 7:57pm
DRAWING: P:_ROADWAYS\Ronald Reagan Blvd\Ronald Reagan North Ph 3\FY17 Overlay\Drawings\CPlans\Ronald Reagan N Ph 3 FY17 ROADWAY.dwg

Williamson County, Texas



RONALD REAGAN BLVD



50 0 25 50

LEGEND

EXISTING CONCRETE

UNDER SEAL, OVERLAY 2"

AREA TO BE MILLED

- (A) REFL PAV MRK TY I & II (W) 4" (SLD)
- (C) REFL PAV MRK TY I & II (W) 8" (SLD)
- (D) REFL PAV MRK TY I & II (W) 24" (SLD)
- (E) REFL PAV MRK TY I & II (W) (ARROW)
- (F) REFL PAV MRK TY I & II (W) (WORD)
- (G) REFL PAV MRK TY I & II (Y) 4" (SLD)
- (H) REFL PAV MRK TY I & II (Y) 4" (BRK)
- (I) REFL PAV MRK TY I & II (Y) 24" (SLD)
- (J) REFL PAV MRK TY I-C
- (K) REFL PAV MRK TY II-A-A
- (L) REFL PAV MRK TY I & II (W) 4" (BRK)
- (M) REFL PAV MRK TY I & II (w) (DBL ARROW)

NOTE:

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STATE OF TEXAS
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KON Q. KWAN, P.E. 90584 ON: 05/22/2017

NO	REVISION	BY	DATE

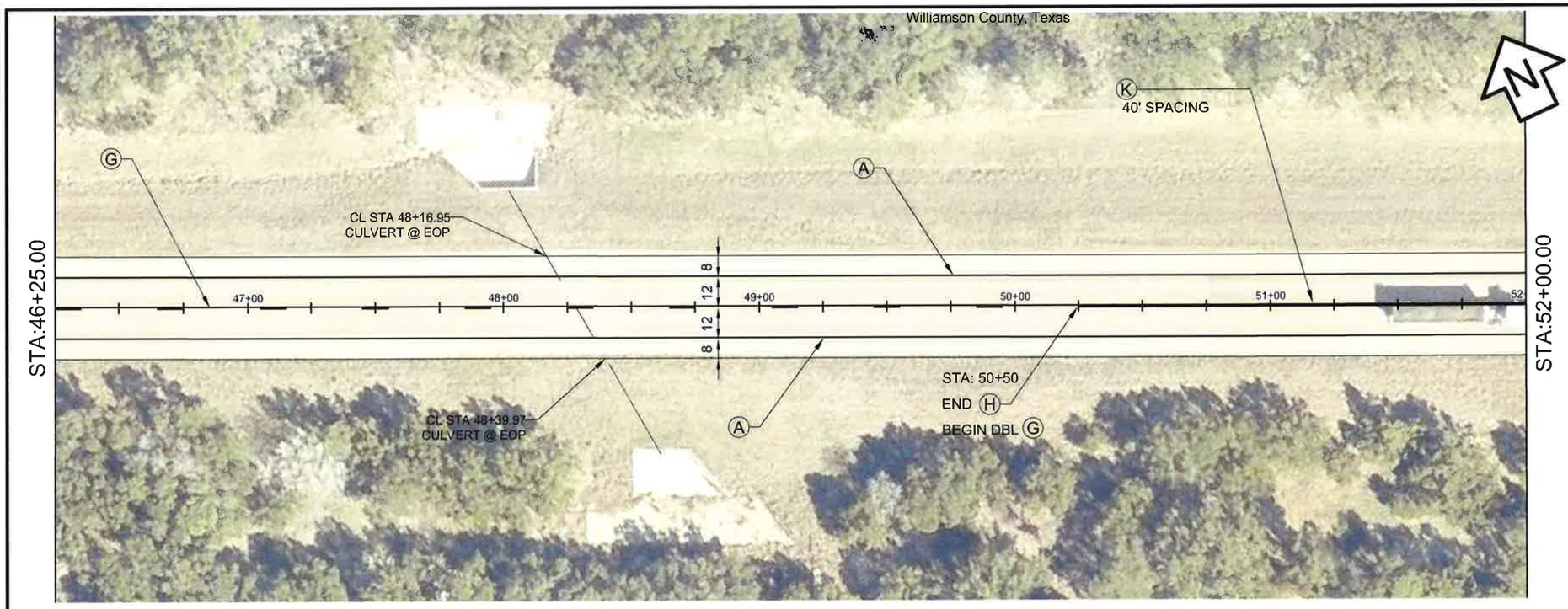
WILLIAMSON COUNTY
1848

WILLIAMSON COUNTY
DEPT. OF INFRASTRUCTURE
ROAD & BRIDGE DIVISION

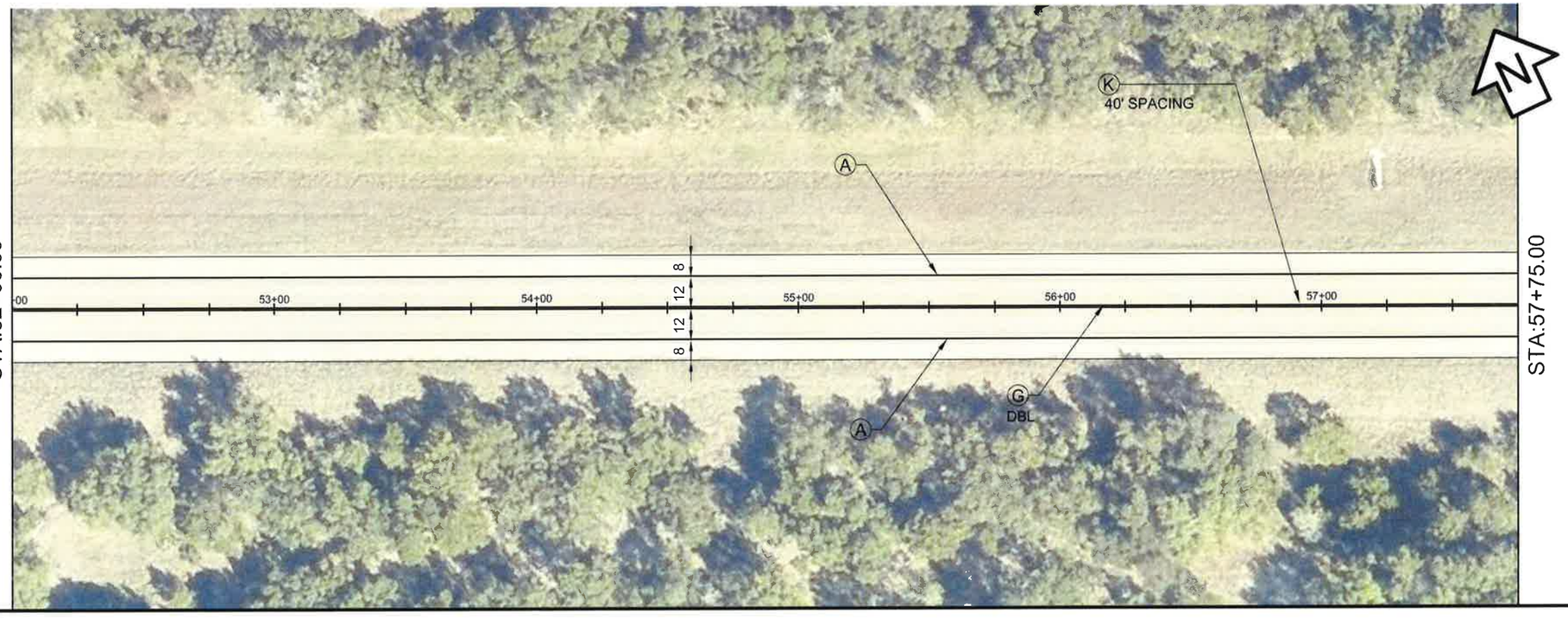
RONALD REAGAN BLVD FROM
RM 2338 TO SH 195 FY 17
OVERLAY & STRIPING

DESIGNED:	KQK	3151 S.E. INNER LOOP SUITE B GEORGETOWN, TEXAS 78626 943-3330 www.wilco.org	SHEET 8
CHECKED:	KQK		
CAD DWG:	LEP		
CHECKED:	KQK		

SHEET TAB: STA 34+75.00 - 46+25.00
PLOTTED BY: kkwan
PLOT TIME: May 22, 2017 - 7:59pm
DRAWING: P:_ROADWAYS\Ronald Reagan Blvd\Ronald Reagan North Ph 3\FY17 Overlay\Drawings\CPlans\Ronald Reagan N Ph 3 FY17 ROADWAY.dwg



RONALD REAGAN BLVD





LEGEND

EXISTING CONCRETE

UNDER SEAL, OVERLAY 2"

AREA TO BE MILLED

- (A) REFL PAV MRK TY I & II (W) 4" (SLD)
- (C) REFL PAV MRK TY I & II (W) 8" (SLD)
- (D) REFL PAV MRK TY I & II (W) 24" (SLD)
- (E) REFL PAV MRK TY I & II (W) (ARROW)
- (F) REFL PAV MRK TY I & II (W) (WORD)
- (G) REFL PAV MRK TY I & II (Y) 4" (SLD)
- (H) REFL PAV MRK TY I & II (Y) 4" (BRK)
- (I) REFL PAV MRK TY I & II (Y) 24" (SLD)
- (J) REFL PAV MRK TY I-C
- (K) REFL PAV MRK TY II-A-A
- (L) REFL PAV MRK TY I & II (W) 4" (BRK)
- (M) REFL PAV MRK TY I & II (w) (DBL ARROW)

NOTE:

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THE SEAL APPEARING ON THIS DOCUMENT
WAS AUTHORIZED BY KON Q. KWAN, P.E.
90584 ON: 05/22/2017

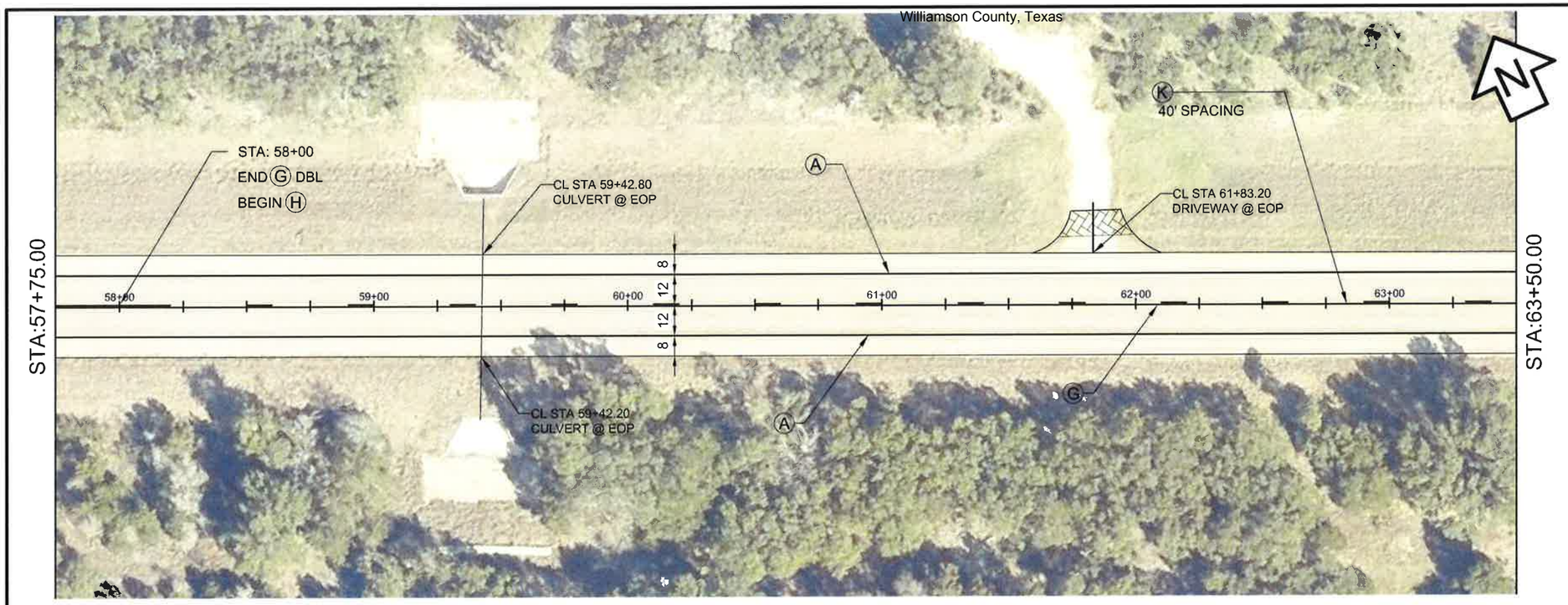
NO	REVISION	BY	DATE

WILLIAMSON COUNTY
DEPT. OF INFRASTRUCTURE
ROAD & BRIDGE DIVISION

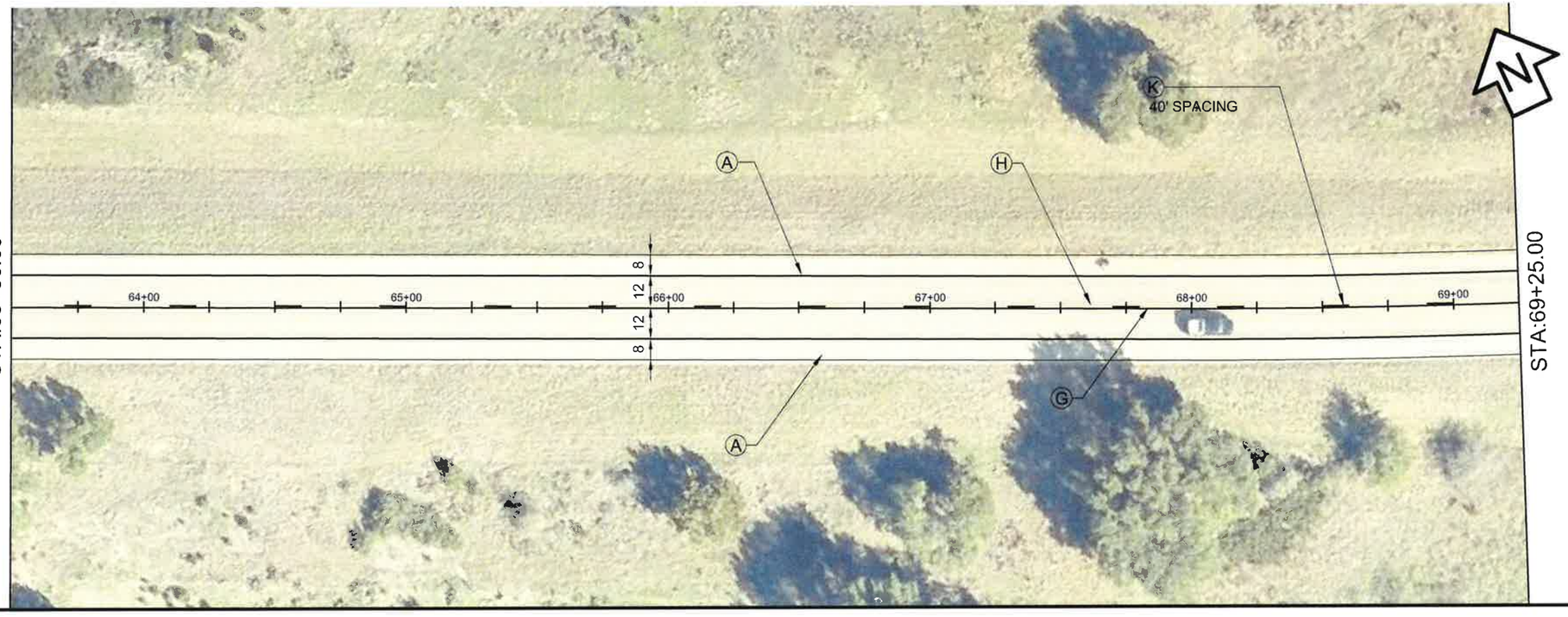
RONALD REAGAN BLVD FROM
RM 2338 TO SH 195 FY 17
OVERLAY & STRIPING

DESIGNED: KQK	3151 S.E. INNER LOOP SUITE B GEORGETOWN, TEXAS 78626 943-3330 www.wilco.org	SHEET 9
CHECKED: KQK		
CAD DWG: LEP		
CHECKED: KQK		

SHEET TAB: STA 46+25.00 - 57+75.00
PLOTTED BY: kkwan
PLOT TIME: May 22, 2017 - 8:01pm
DRAWING: P:_ROADWAYS\Ronald Reagan Blvd\Ronald Reagan North Ph 3\FY17 Overlay\Drawings\CPlans\Ronald Reagan N Ph 3 FY17 ROADWAY.dwg



RONALD REAGAN BLVD



50 0 25 50

LEGEND

EXISTING CONCRETE

UNDER SEAL, OVERLAY 2"

AREA TO BE MILLED

- Ⓐ REFL PAV MRK TY I & II (W) 4" (SLD)
- Ⓒ REFL PAV MRK TY I & II (W) 8" (SLD)
- Ⓓ REFL PAV MRK TY I & II (W) 24" (SLD)
- Ⓔ REFL PAV MRK TY I & II (W) (ARROW)
- Ⓕ REFL PAV MRK TY I & II (W) (WORD)
- Ⓖ REFL PAV MRK TY I & II (Y) 4" (SLD)
- Ⓗ REFL PAV MRK TY I & II (Y) 4" (BRK)
- Ⓘ REFL PAV MRK TY I & II (Y) 24" (SLD)
- Ⓙ REFL PAV MRK TY I-C
- Ⓚ REFL PAV MRK TY II-A-A
- Ⓛ REFL PAV MRK TY I & II (W) 4" (BRK)
- Ⓜ REFL PAV MRK TY I & II (w) (DBL ARROW)

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STATE OF TEXAS
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KON Q. KWAN, P.E. 90584 ON: 05/22/2017

NO	REVISION	BY	DATE

WILLIAMSON COUNTY
DEPT. OF INFRASTRUCTURE
ROAD & BRIDGE DIVISION

RONALD REAGAN BLVD FROM
RM 2338 TO SH 195 FY 17
OVERLAY & STRIPING

DESIGNED:	KQK
CHECKED:	KQK
CAD DWG:	LEP
CHECKED:	KQK

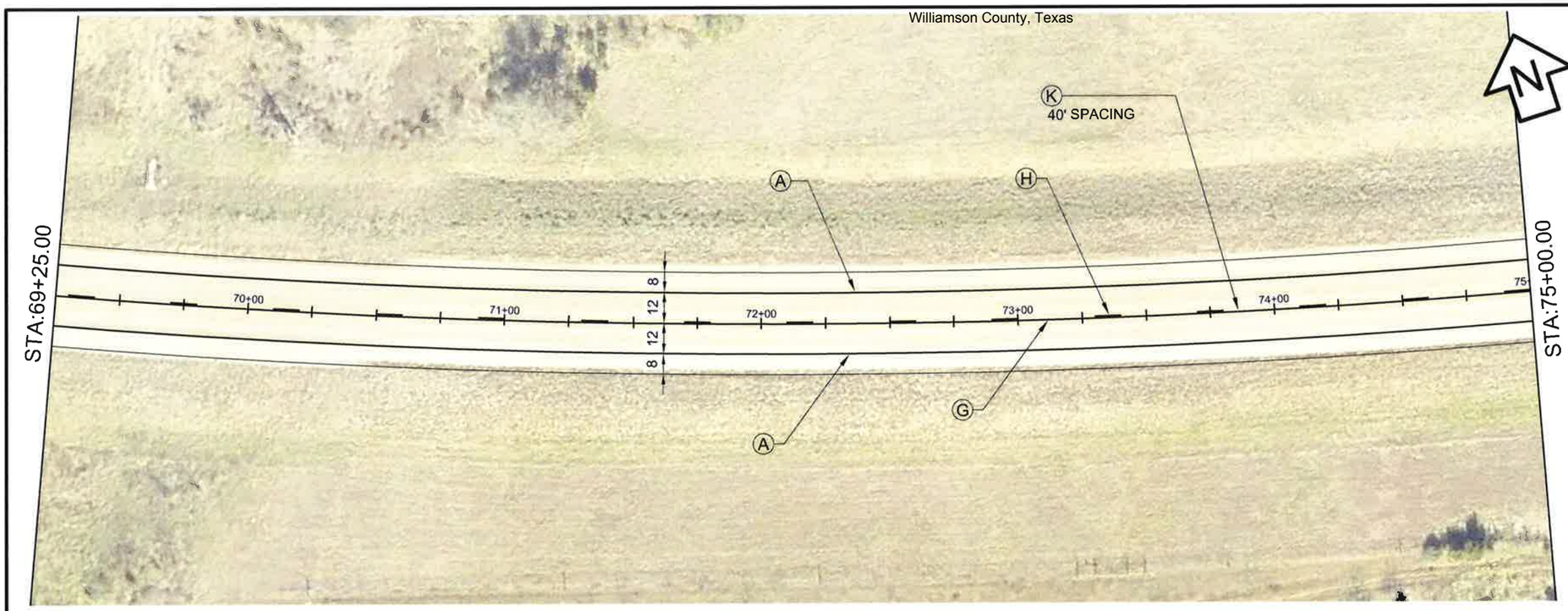
3151 S.E. INNER LOOP SUITE B
GEORGETOWN, TEXAS 78626
943-3330
www.wilco.org

SHEET

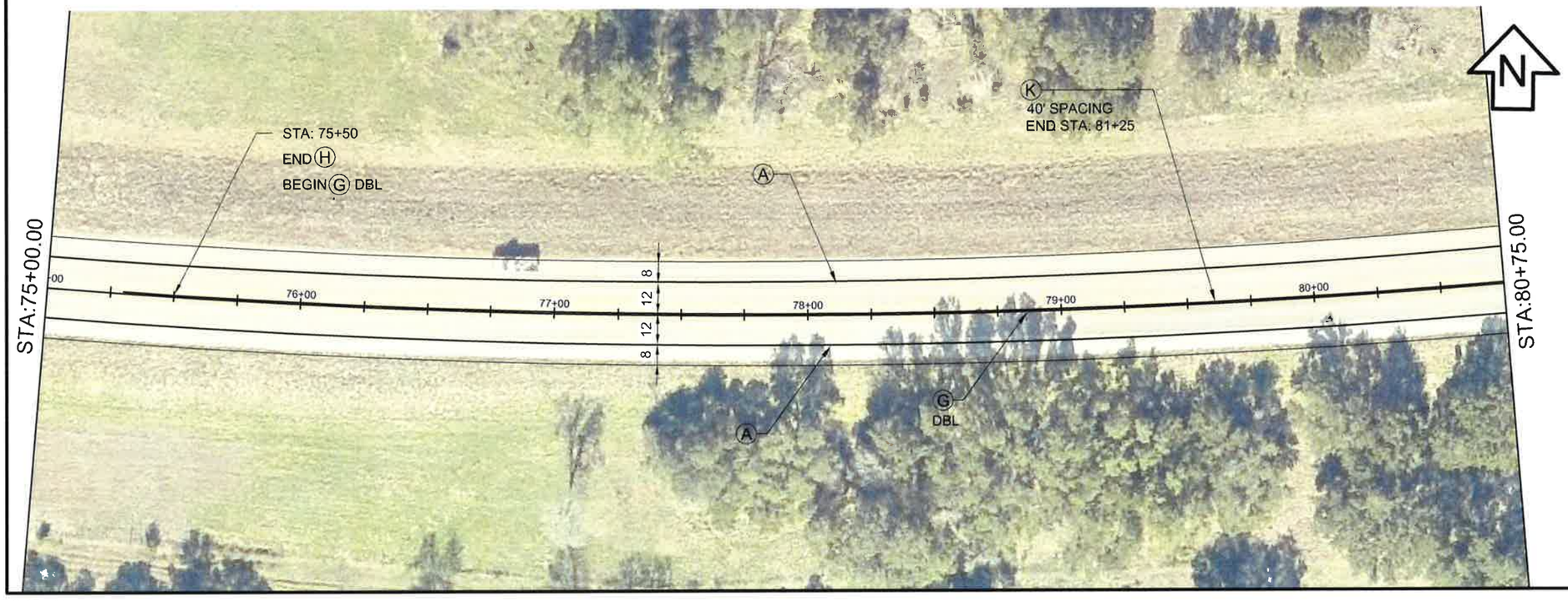
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SHEET TAB: STA 57+75.00 - 69+25.00
PLOTTED BY: kkwan
PLOT TIME: May 22, 2017 - 8:02pm
DRAWING: P:_ROADWAYS\Ronald Reagan Blvd\Ronald Reagan North Ph 3\FY17 Overlay\Drawings\CPlans\Ronald Reagan N Ph 3 FY17 ROADWAY.dwg

Williamson County, Texas



RONALD REAGAN BLVD



50 0 25 50

LEGEND

EXISTING CONCRETE

UNDER SEAL, OVERLAY 2"

AREA TO BE MILLED

- (A) REFL PAV MRK TY I & II (W) 4" (SLD)
- (C) REFL PAV MRK TY I & II (W) 8" (SLD)
- (D) REFL PAV MRK TY I & II (W) 24" (SLD)
- (E) REFL PAV MRK TY I & II (W) (ARROW)
- (F) REFL PAV MRK TY I & II (W) (WORD)
- (G) REFL PAV MRK TY I & II (Y) 4" (SLD)
- (H) REFL PAV MRK TY I & II (Y) 4" (BRK)
- (I) REFL PAV MRK TY I & II (Y) 24" (SLD)
- (J) REFL PAV MRK TY I-C
- (K) REFL PAV MRK TY II-A-A
- (L) REFL PAV MRK TY I & II (W) 4" (BRK)
- (M) REFL PAV MRK TY I & II (w) (DBL ARROW)

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STATE OF TEXAS
KON Q. KWAN
90584
LICENSED PROFESSIONAL ENGINEER

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NO	REVISION	BY	DATE

WILLIAMSON COUNTY
DEPT. OF INFRASTRUCTURE
ROAD & BRIDGE DIVISION

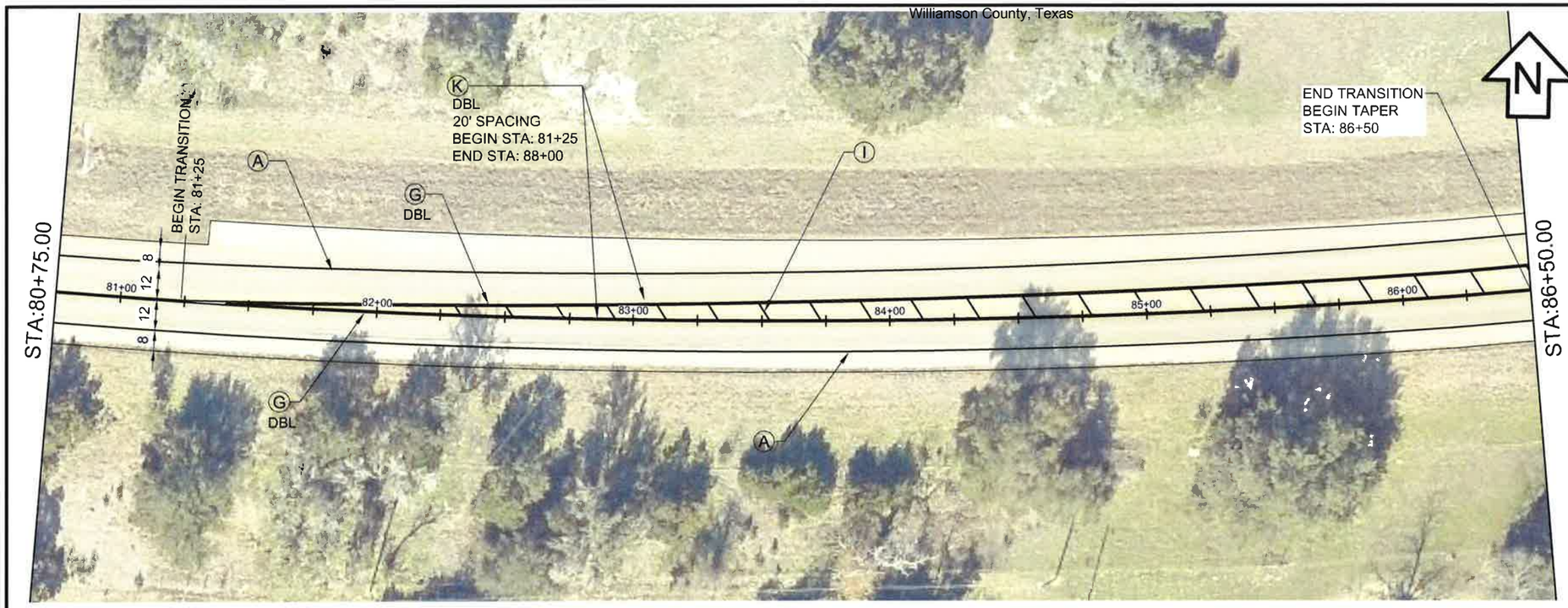
RONALD REAGAN BLVD FROM
RM 2338 TO SH 195 FY 17
OVERLAY & STRIPING

DESIGNED:	KQK
CHECKED:	KQK
CAD DWG:	LEP
CHECKED:	KQK

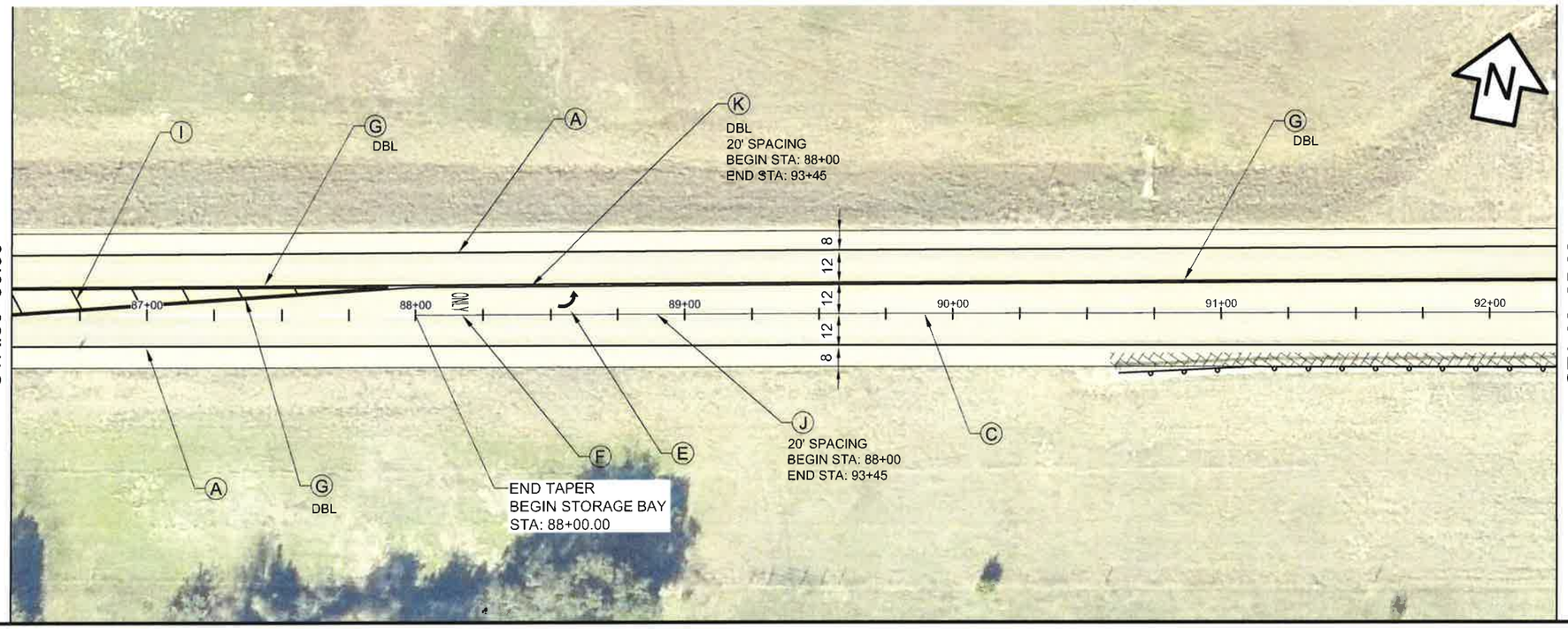
3151 S.E. INNER LOOP SUITE B
GEORGETOWN, TEXAS 78626
943-3330
www.wilco.org

SHEET 11

SHEET TAB: STA 69+25.00 - 80+75.00
PLOTTED BY: kkwan
PLOT TIME: May 22, 2017 - 8:04pm
DRAWING: P:_ROADWAYS\Ronald Reagan Blvd\Ronald Reagan North Ph 3\FY17 Overlay\Drawings\CPlans\Ronald Reagan N Ph 3 FY17 ROADWAY.dwg



RONALD REAGAN BLVD



50 0 25 50

LEGEND

EXISTING CONCRETE

UNDER SEAL, OVERLAY 2"

AREA TO BE MILLED

- (A) REFL PAV MRK TY I & II (W) 4" (SLD)
- (C) REFL PAV MRK TY I & II (W) 8" (SLD)
- (D) REFL PAV MRK TY I & II (W) 24" (SLD)
- (E) REFL PAV MRK TY I & II (W) (ARROW)
- (F) REFL PAV MRK TY I & II (W) (WORD)
- (G) REFL PAV MRK TY I & II (Y) 4" (SLD)
- (H) REFL PAV MRK TY I & II (Y) 4" (BRK)
- (I) REFL PAV MRK TY I & II (Y) 24" (SLD)
- (J) REFL PAV MRK TY I-C
- (K) REFL PAV MRK TY II-A-A
- (L) REFL PAV MRK TY I & II (W) 4" (BRK)
- (M) REFL PAV MRK TY I & II (w) (DBL ARROW)

NOTE:

SOME OF THE AERIAL PHOTOGRAPHY SHOWN HAS MINOR SHIFTS IN SOME LOCATIONS. THE ALIGNMENT IS LOCATED WITHIN ACCEPTABLE GIS STANDARDS. CONTRACTOR SHALL VERIFY DRIVEWAY AND CROSS ROAD LOCATIONS PRIOR TO MILL & OVERLAY.

STATE OF TEXAS
KON Q. KWAN
90584
LICENSED PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KON Q. KWAN, P.E. 90584 ON: 05/22/2017

NO	REVISION	BY	DATE

WILLIAMSON COUNTY
DEPT. OF INFRASTRUCTURE
ROAD & BRIDGE DIVISION

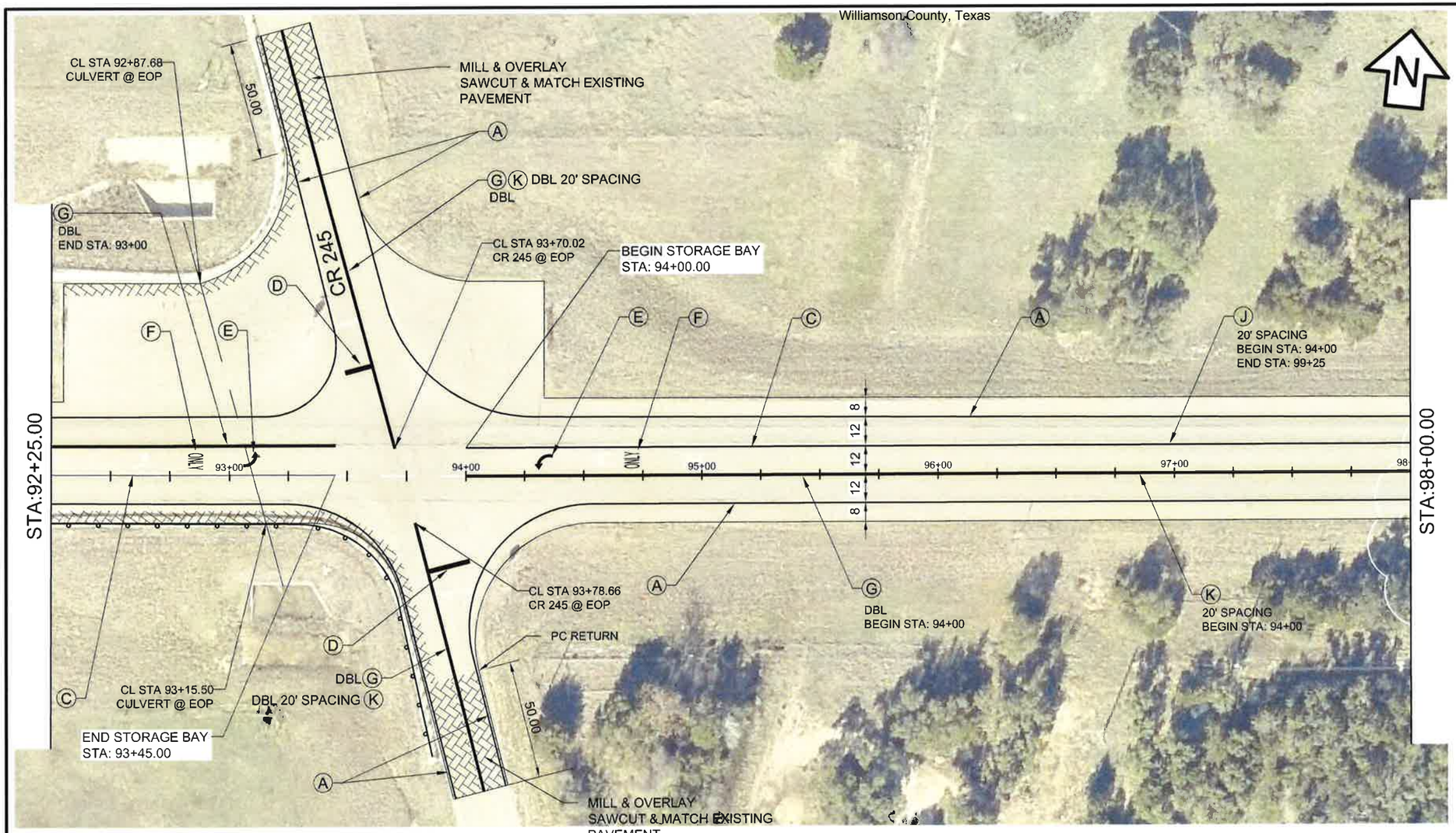
RONALD REAGAN BLVD FROM
RM 2338 TO SH 195 FY 17
OVERLAY & STRIPING

DESIGNED:	KQK
CHECKED:	KQK
CAD DWG:	LEP
CHECKED:	KQK

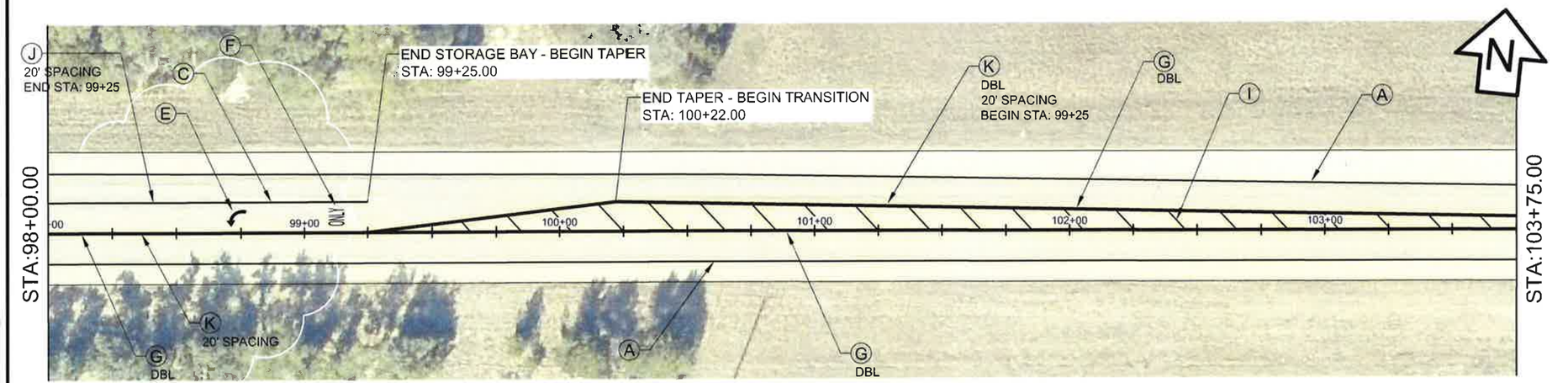
3151 S.E. INNER LOOP SUITE B
GEORGETOWN, TEXAS 78626
943-3330
www.wilco.org

SHEET 12

SHEET TAB: STA 80+75.00 - 92+25.00
PLOTTED BY: kkwan
PLOT TIME: May 22, 2017 - 8:06pm
DRAWING: P:_ROADWAYS\Ronald Reagan Blvd\Ronald Reagan North Ph 3\FY17 Overlay\Drawings\CPlans\Ronald Reagan N Ph 3 FY17 ROADWAY.dwg



RONALD REAGAN BLVD



50 0 25 50

LEGEND

EXISTING CONCRETE

UNDER SEAL, OVERLAY 2"

AREA TO BE MILLED

- (A) REFL PAV MRK TY I & II (W) 4" (SLD)
- (C) REFL PAV MRK TY I & II (W) 8" (SLD)
- (D) REFL PAV MRK TY I & II (W) 24" (SLD)
- (E) REFL PAV MRK TY I & II (W) (ARROW)
- (F) REFL PAV MRK TY I & II (W) (WORD)
- (G) REFL PAV MRK TY I & II (Y) 4" (SLD)
- (H) REFL PAV MRK TY I & II (Y) 4" (BRK)
- (I) REFL PAV MRK TY I & II (Y) 24" (SLD)
- (J) REFL PAV MRK TY I-C
- (K) REFL PAV MRK TY II-A-A
- (L) REFL PAV MRK TY I & II (W) 4" (BRK)
- (M) REFL PAV MRK TY I & II (w) (DBL ARROW)

NOTE:

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STATE OF TEXAS
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER

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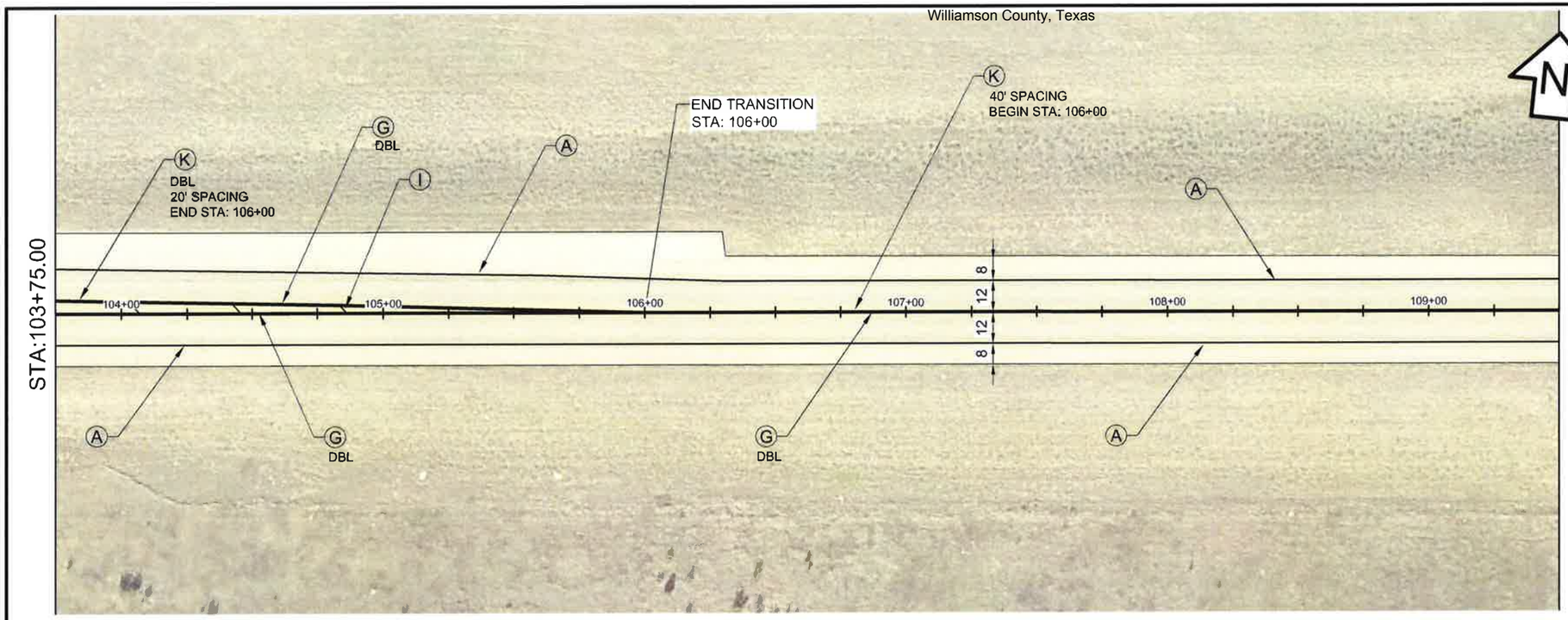
NO	REVISION	BY	DATE

WILLIAMSON COUNTY
DEPT. OF INFRASTRUCTURE
ROAD & BRIDGE DIVISION

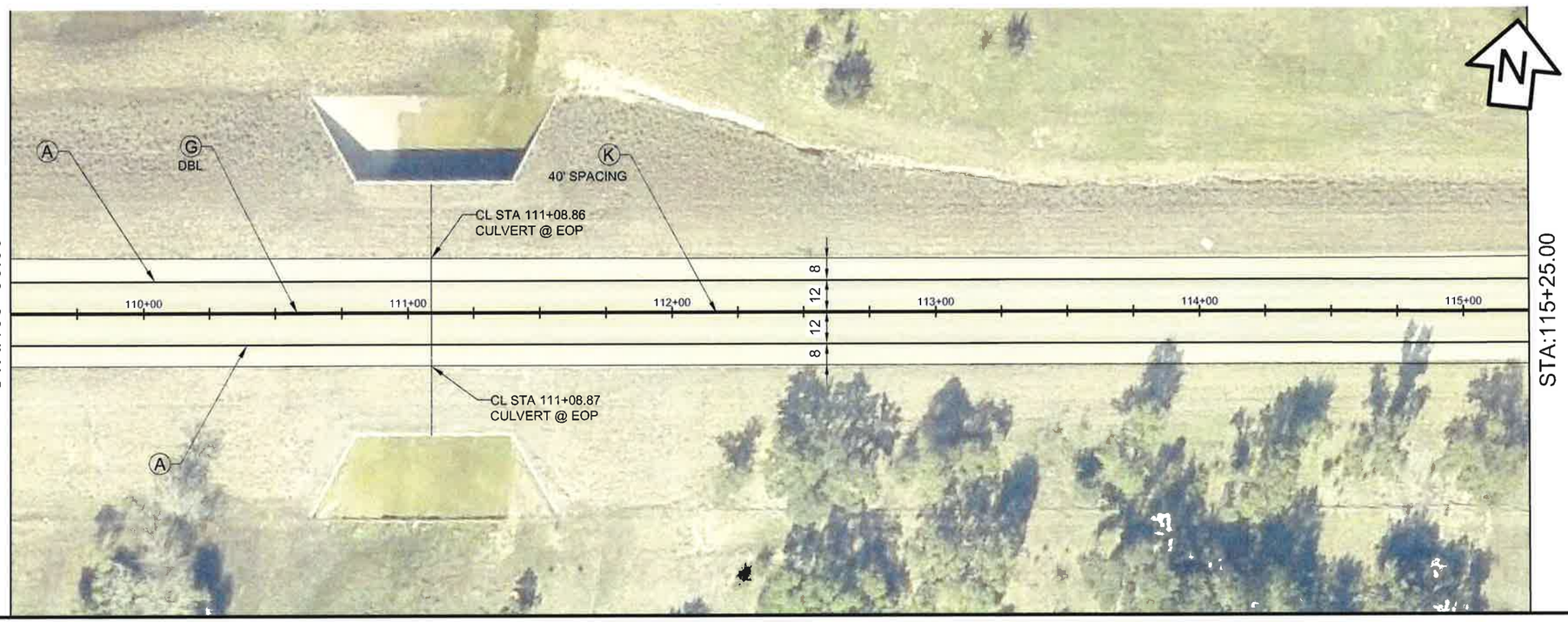
RONALD REAGAN BLVD FROM RM 2338 TO SH 195 FY 17 OVERLAY & STRIPING

DESIGNED:	KQK	3151 S.E. INNER LOOP SUITE B GEORGETOWN, TEXAS 78626 943-3330 www.wilco.org	SHEET 13
CHECKED:	KQK		
CAD DWG:	LEP		
CHECKED:	KQK		

SHEET TAB: STA 92+25.00 - 103+75.00
PLOTTED BY: kkwan
PLOT TIME: May 22, 2017 - 8:07pm
DRAWING: P:_ROADWAYS\Ronald Reagan Blvd\Ronald Reagan North Ph 3\FY17 Overlay\Drawings\CPlans\Ronald Reagan N Ph 3 FY17 ROADWAY.dwg



RONALD REAGAN BLVD



50 0 25 50

LEGEND

EXISTING CONCRETE

UNDER SEAL, OVERLAY 2"

AREA TO BE MILLED

- (A) REFL PAV MRK TY I & II (W) 4" (SLD)
- (C) REFL PAV MRK TY I & II (W) 8" (SLD)
- (D) REFL PAV MRK TY I & II (W) 24" (SLD)
- (E) REFL PAV MRK TY I & II (W) (ARROW)
- (F) REFL PAV MRK TY I & II (W) (WORD)
- (G) REFL PAV MRK TY I & II (Y) 4" (SLD)
- (H) REFL PAV MRK TY I & II (Y) 4" (BRK)
- (I) REFL PAV MRK TY I & II (Y) 24" (SLD)
- (J) REFL PAV MRK TY I-C
- (K) REFL PAV MRK TY II-A-A
- (L) REFL PAV MRK TY I & II (W) 4" (BRK)
- (M) REFL PAV MRK TY I & II (w) (DBL ARROW)

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STATE OF TEXAS
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KON Q. KWAN, P.E. 90584 ON: 05/22/2017

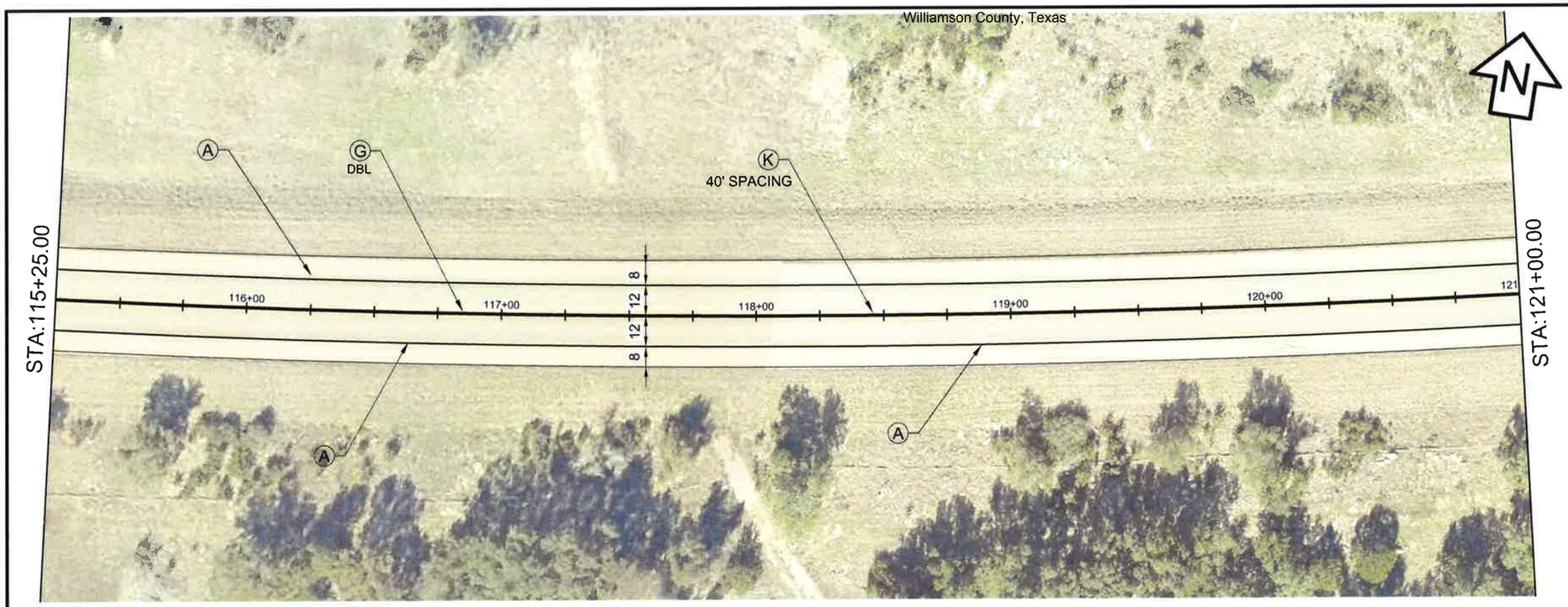
NO	REVISION	BY	DATE

WILLIAMSON COUNTY
DEPT. OF INFRASTRUCTURE
ROAD & BRIDGE DIVISION

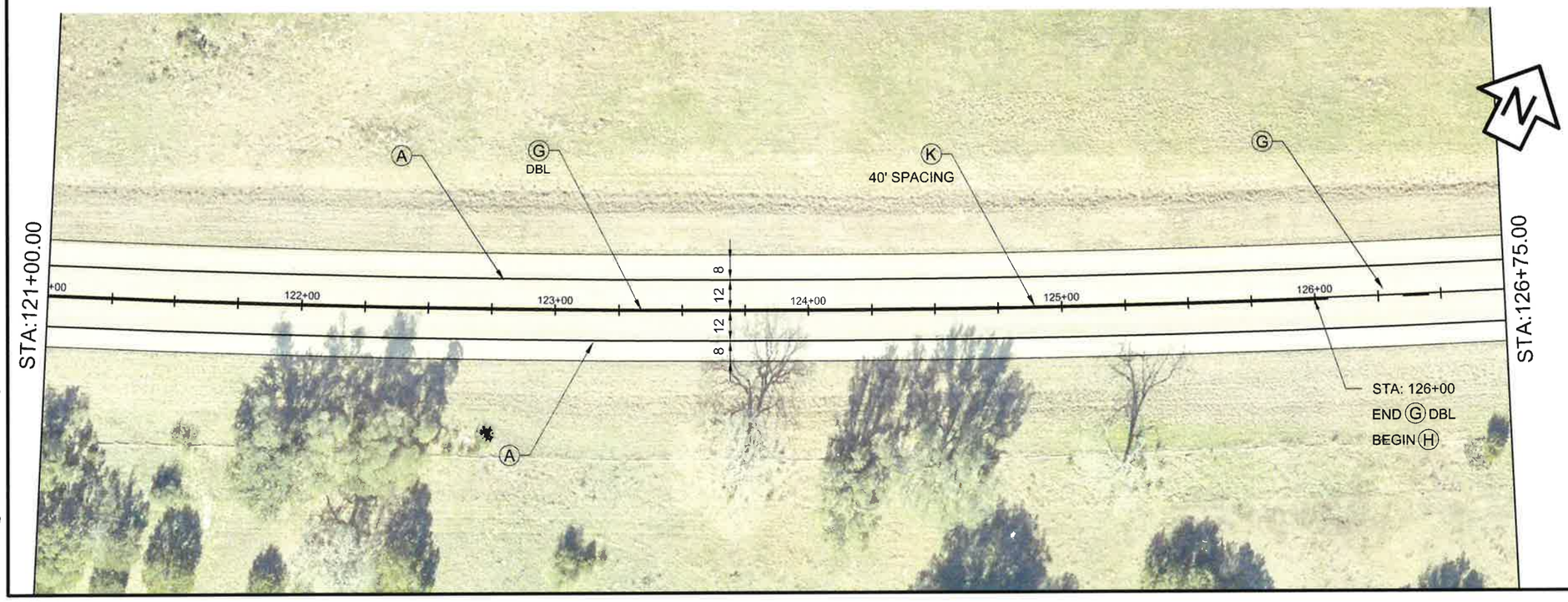
RONALD REAGAN BLVD FROM RM 2338 TO SH 195 FY 17 OVERLAY & STRIPING

DESIGNED:	KQK	3151 S.E. INNER LOOP SUITE B GEORGETOWN, TEXAS 78626 943-3330 www.wilco.org	SHEET 14
CHECKED:	KQK		
CAD DWG:	LEP		
CHECKED:	KQK		

SHEET TAB: STA 103+75.00 - 115+25.00
PLOTTED BY: kkwan
PLOT TIME: May 22, 2017 - 8:08pm
DRAWING: P:_ROADWAYS\Ronald Reagan Blvd\Ronald Reagan North Ph 3\FY17 Overlay\Drawings\CPlans\Ronald Reagan N Ph 3 FY17 ROADWAY.dwg



RONALD REAGAN BLVD



50 0 25 50

LEGEND

EXISTING CONCRETE

UNDER SEAL, OVERLAY 2"

AREA TO BE MILLED

- (A) REFL PAV MRK TY I & II (W) 4" (SLD)
- (C) REFL PAV MRK TY I & II (W) 8" (SLD)
- (D) REFL PAV MRK TY I & II (W) 24" (SLD)
- (E) REFL PAV MRK TY I & II (W) (ARROW)
- (F) REFL PAV MRK TY I & II (W) (WORD)
- (G) REFL PAV MRK TY I & II (Y) 4" (SLD)
- (H) REFL PAV MRK TY I & II (Y) 4" (BRK)
- (I) REFL PAV MRK TY I & II (Y) 24" (SLD)
- (J) REFL PAV MRK TY I-C
- (K) REFL PAV MRK TY II-A-A
- (L) REFL PAV MRK TY I & II (W) 4" (BRK)
- (M) REFL PAV MRK TY I & II (w) (DBL ARROW)

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STATE OF TEXAS
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER

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NO	REVISION	BY	DATE

WILLIAMSON COUNTY
DEPT. OF INFRASTRUCTURE
ROAD & BRIDGE DIVISION

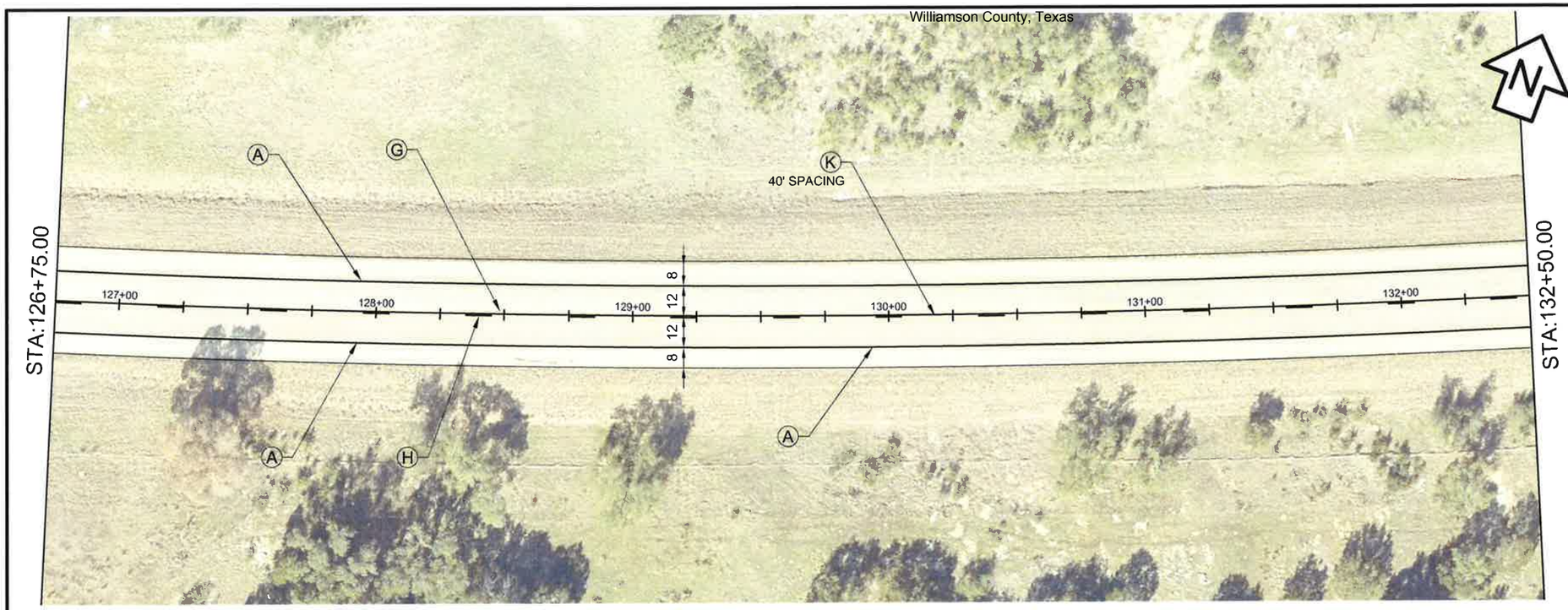
RONALD REAGAN BLVD FROM RM 2338 TO SH 195 FY 17 OVERLAY & STRIPING

DESIGNED:	KQK
CHECKED:	KQK
CAD DWG:	LEP
CHECKED:	KQK

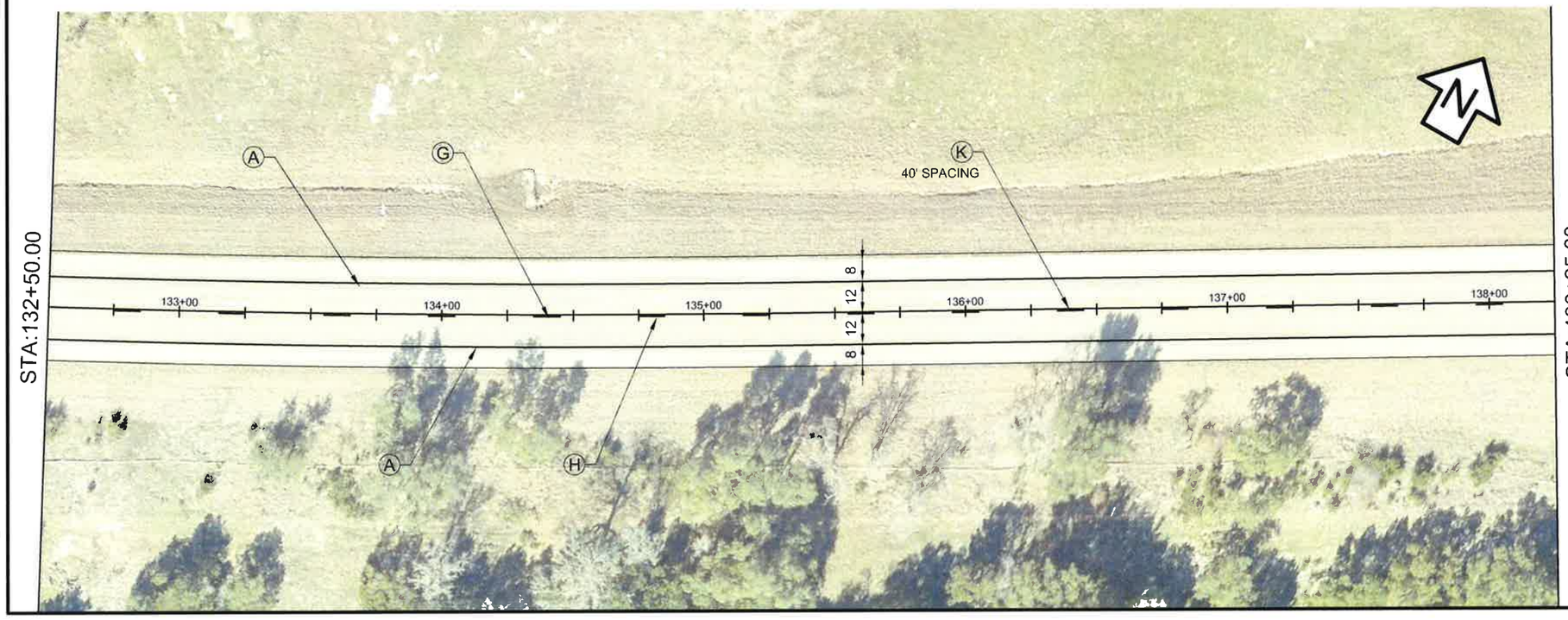
3151 S.E. INNER LOOP SUITE B
GEORGETOWN, TEXAS 78626
943-3330
www.wilco.org

SHEET 15

SHEET TAB: STA 115+25.00 - 126+75.00
PLOTTED BY: kkwan
PLOT TIME: May 22, 2017 - 8:10pm
DRAWING: P:_ROADWAYS\Ronald Reagan Blvd\Ronald Reagan North Ph 3\FY17 Overlay\Drawings\CPlans\Ronald Reagan N Ph 3 FY17 ROADWAY.dwg



RONALD REAGAN BLVD



50 0 25 50

LEGEND

EXISTING CONCRETE

UNDER SEAL, OVERLAY 2"

AREA TO BE MILLED

- (A) REFL PAV MRK TY I & II (W) 4" (SLD)
- (C) REFL PAV MRK TY I & II (W) 8" (SLD)
- (D) REFL PAV MRK TY I & II (W) 24" (SLD)
- (E) REFL PAV MRK TY I & II (W) (ARROW)
- (F) REFL PAV MRK TY I & II (W) (WORD)
- (G) REFL PAV MRK TY I & II (Y) 4" (SLD)
- (H) REFL PAV MRK TY I & II (Y) 4" (BRK)
- (I) REFL PAV MRK TY I & II (Y) 24" (SLD)
- (J) REFL PAV MRK TY I-C
- (K) REFL PAV MRK TY II-A-A
- (L) REFL PAV MRK TY I & II (W) 4" (BRK)
- (M) REFL PAV MRK TY I & II (w) (DBL ARROW)

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STATE OF TEXAS
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KON Q. KWAN, P.E. 90584 ON: 05/22/2017

NO	REVISION	BY	DATE

WILLIAMSON COUNTY
1848

WILLIAMSON COUNTY
DEPT. OF INFRASTRUCTURE
ROAD & BRIDGE DIVISION

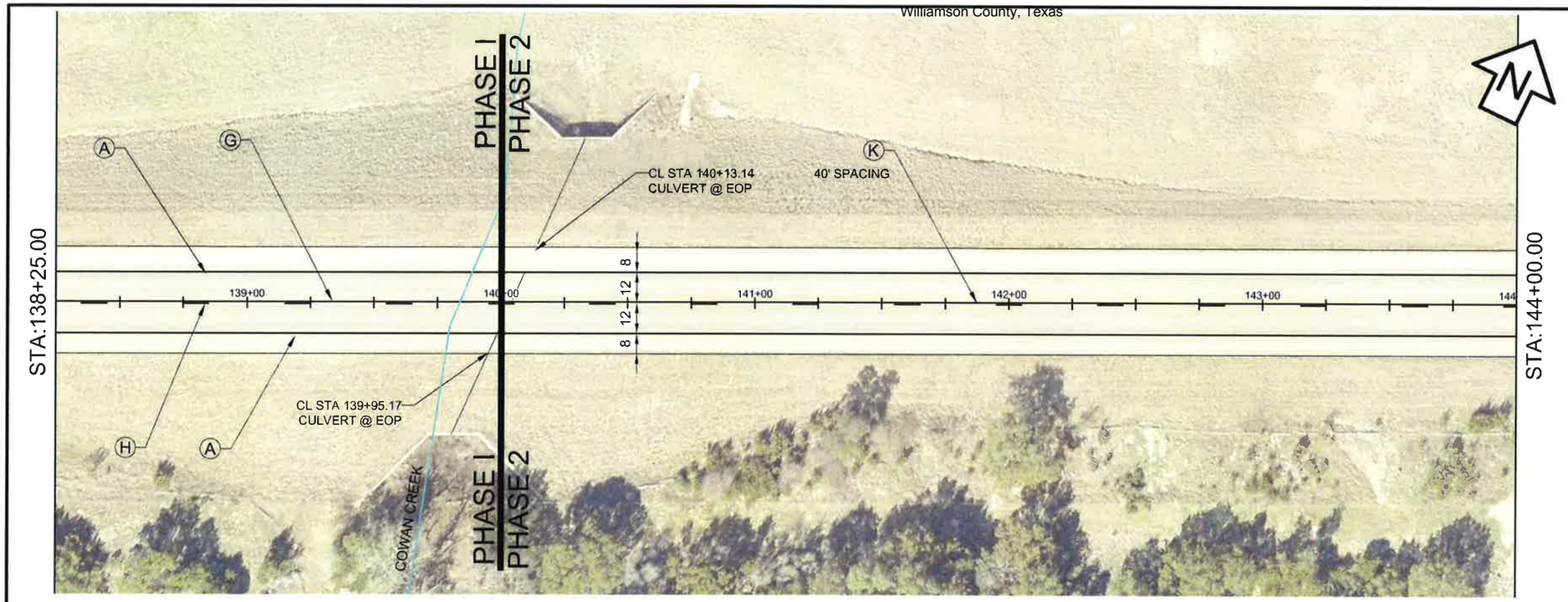
RONALD REAGAN BLVD FROM RM 2338 TO SH 195 FY 17 OVERLAY & STRIPING

DESIGNED:	KQK
CHECKED:	KQK
CAD DWG:	LEP
CHECKED:	KQK

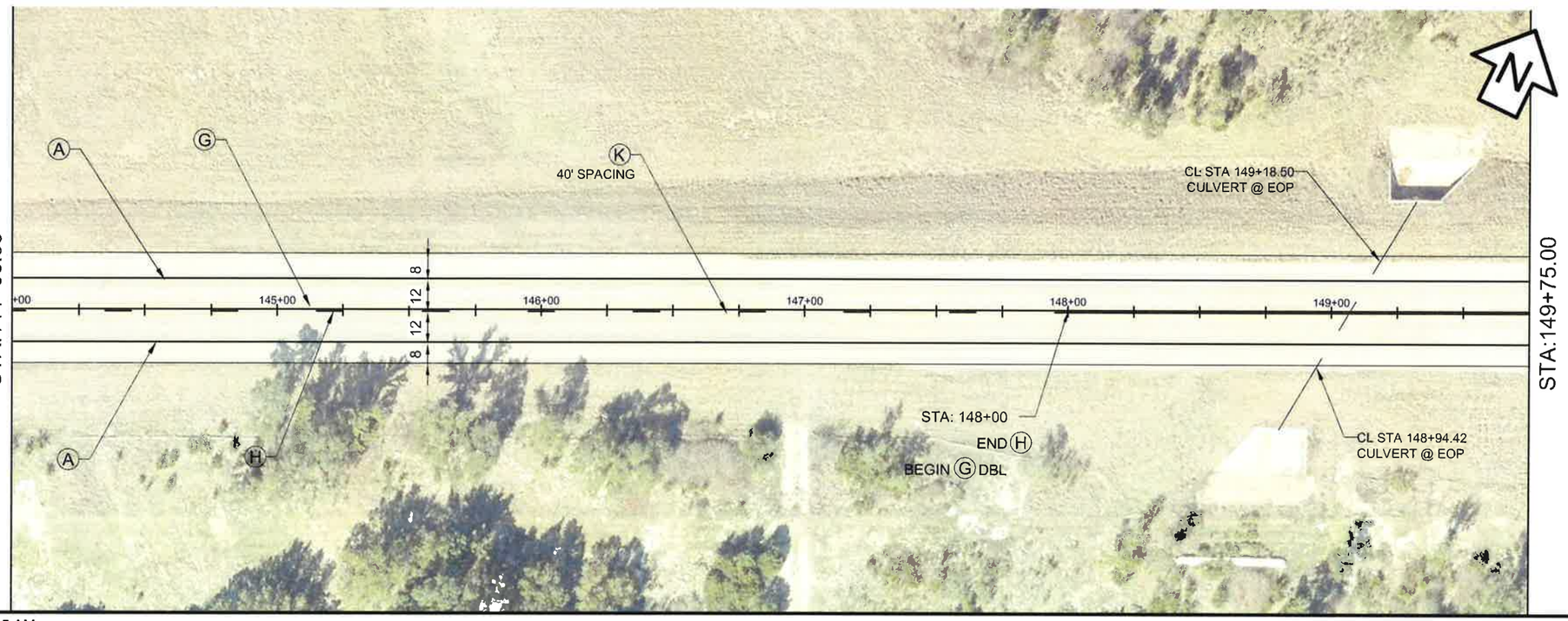
3151 S.E. INNER LOOP SUITE B
GEORGETOWN, TEXAS 78626
943-3330
www.wilco.org

SHEET 16

SHEET TAB: STA 126+75.00 - 138+25.00
PLOTTED BY: kkwan
PLOT TIME: May 22, 2017 - 8:11pm
DRAWING: P:_ROADWAYS\Ronald Reagan Blvd\Ronald Reagan North Ph 3\FY17 Overlay\Drawings\CPlans\Ronald Reagan N Ph 3 FY17 ROADWAY.dwg



RONALD REAGAN BLVD



50 0 25 50

LEGEND

EXISTING CONCRETE

UNDER SEAL, OVERLAY 2"

AREA TO BE MILLED

- (A) REFL PAV MRK TY I & II (W) 4" (SLD)
- (C) REFL PAV MRK TY I & II (W) 8" (SLD)
- (D) REFL PAV MRK TY I & II (W) 24" (SLD)
- (E) REFL PAV MRK TY I & II (W) (ARROW)
- (F) REFL PAV MRK TY I & II (W) (WORD)
- (G) REFL PAV MRK TY I & II (Y) 4" (SLD)
- (H) REFL PAV MRK TY I & II (Y) 4" (BRK)
- (I) REFL PAV MRK TY I & II (Y) 24" (SLD)
- (J) REFL PAV MRK TY I-C
- (K) REFL PAV MRK TY II-A-A
- (L) REFL PAV MRK TY I & II (W) 4" (BRK)
- (M) REFL PAV MRK TY I & II (w) (DBL ARROW)

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STATE OF TEXAS
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER

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NO	REVISION	BY	DATE

WILLIAMSON COUNTY
DEPT. OF INFRASTRUCTURE
ROAD & BRIDGE DIVISION

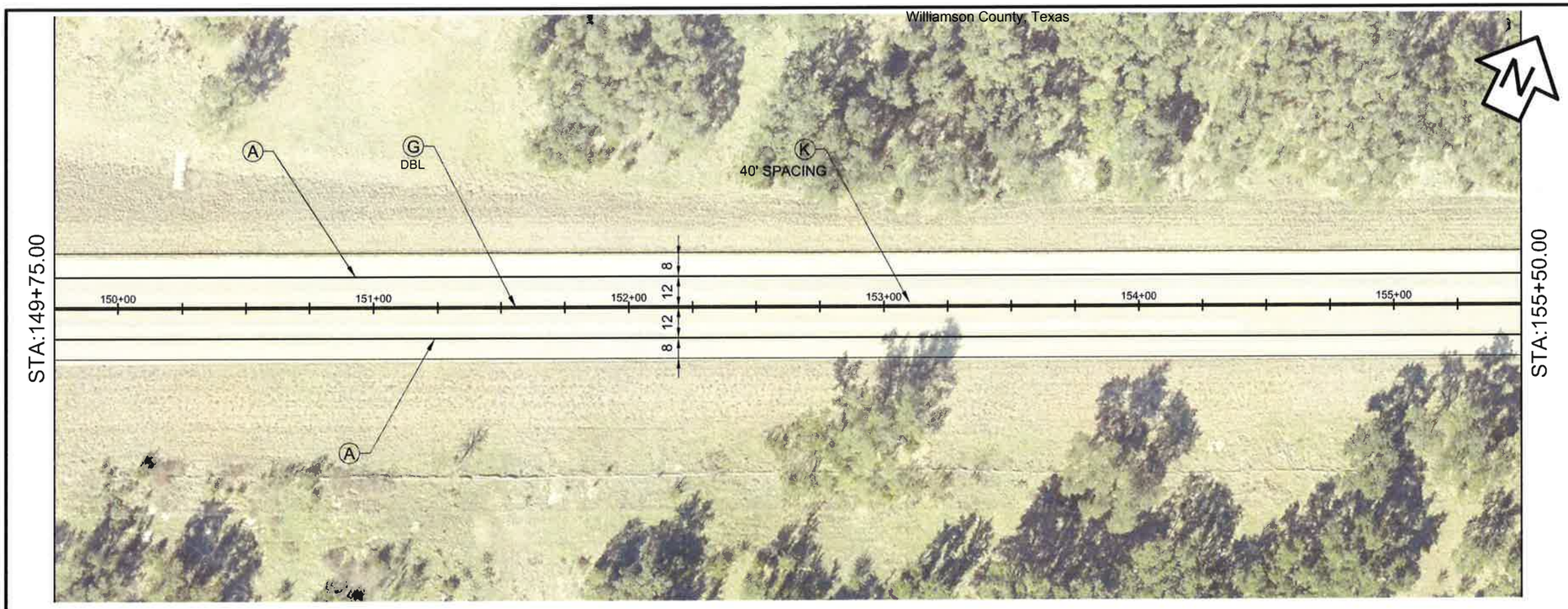
RONALD REAGAN BLVD FROM RM 2338 TO SH 195 FY 17 OVERLAY & STRIPING

DESIGNED:	KQK
CHECKED:	KQK
CAD DWG:	LEP
CHECKED:	KQK

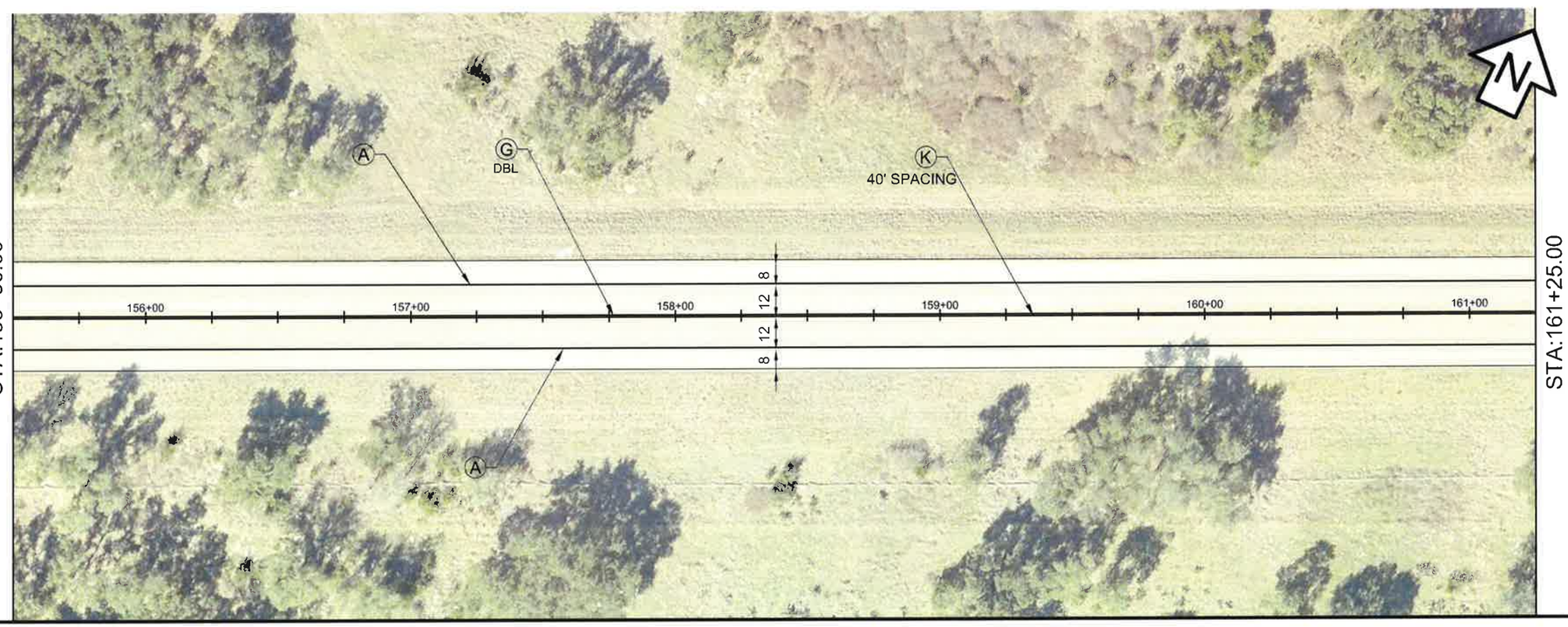
3151 S.E. INNER LOOP SUITE B
GEORGETOWN, TEXAS 78626
943-3330
www.wilco.org

SHEET 17

SHEET TAB: STA 138+25.00 - 149+75.00
PLOTTED BY: kkwan
PLOT TIME: May 22, 2017 - 8:13pm
DRAWING: P:_ROADWAYS\Ronald Reagan Blvd\Ronald Reagan North Ph 3\FY17 Overlay\Drawings\CPlans\Ronald Reagan N Ph 3 FY17 ROADWAY.dwg



RONALD REAGAN BLVD



50 0 25 50

LEGEND

EXISTING CONCRETE

UNDER SEAL, OVERLAY 2"

AREA TO BE MILLED

- (A) REFL PAV MRK TY I & II (W) 4" (SLD)
- (C) REFL PAV MRK TY I & II (W) 8" (SLD)
- (D) REFL PAV MRK TY I & II (W) 24" (SLD)
- (E) REFL PAV MRK TY I & II (W) (ARROW)
- (F) REFL PAV MRK TY I & II (W) (WORD)
- (G) REFL PAV MRK TY I & II (Y) 4" (SLD)
- (H) REFL PAV MRK TY I & II (Y) 4" (BRK)
- (I) REFL PAV MRK TY I & II (Y) 24" (SLD)
- (J) REFL PAV MRK TY I-C
- (K) REFL PAV MRK TY II-A-A
- (L) REFL PAV MRK TY I & II (W) 4" (BRK)
- (M) REFL PAV MRK TY I & II (w) (DBL ARROW)

NOTE:

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STATE OF TEXAS
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER

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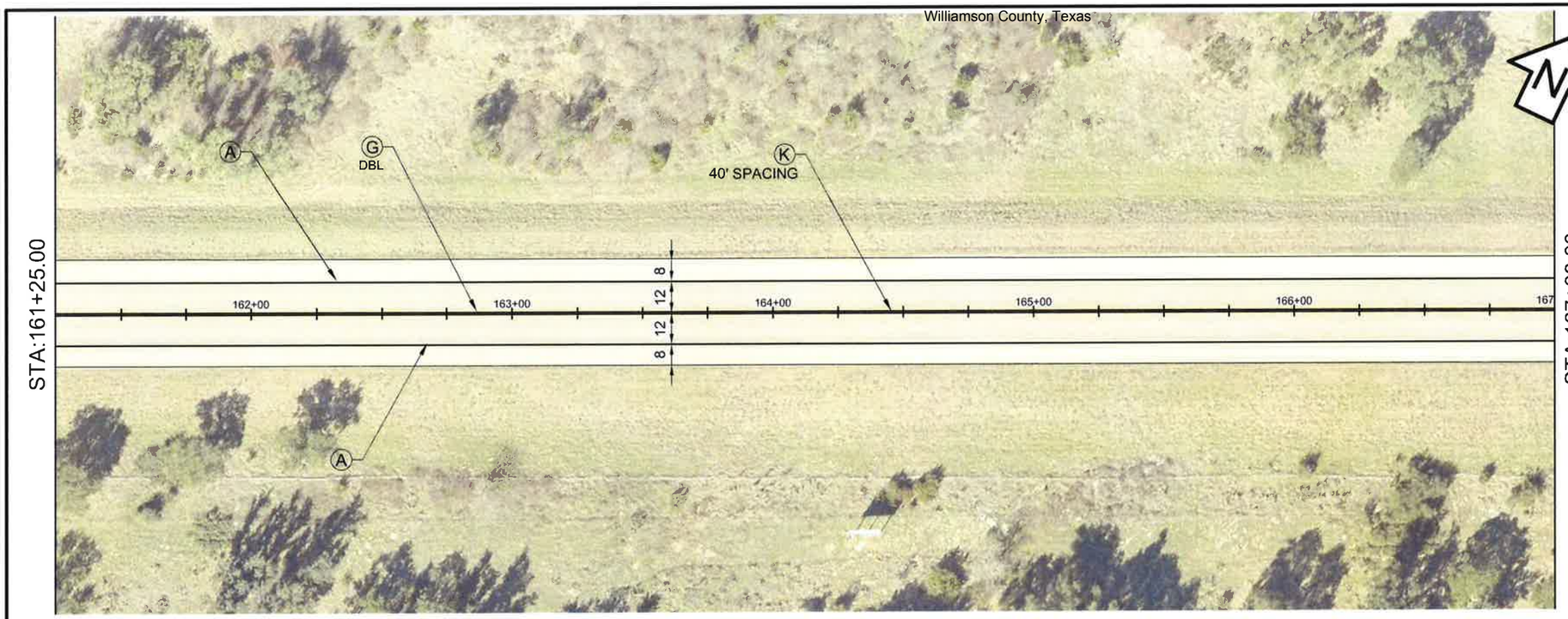
NO	REVISION	BY	DATE

WILLIAMSON COUNTY
DEPT. OF INFRASTRUCTURE
ROAD & BRIDGE DIVISION

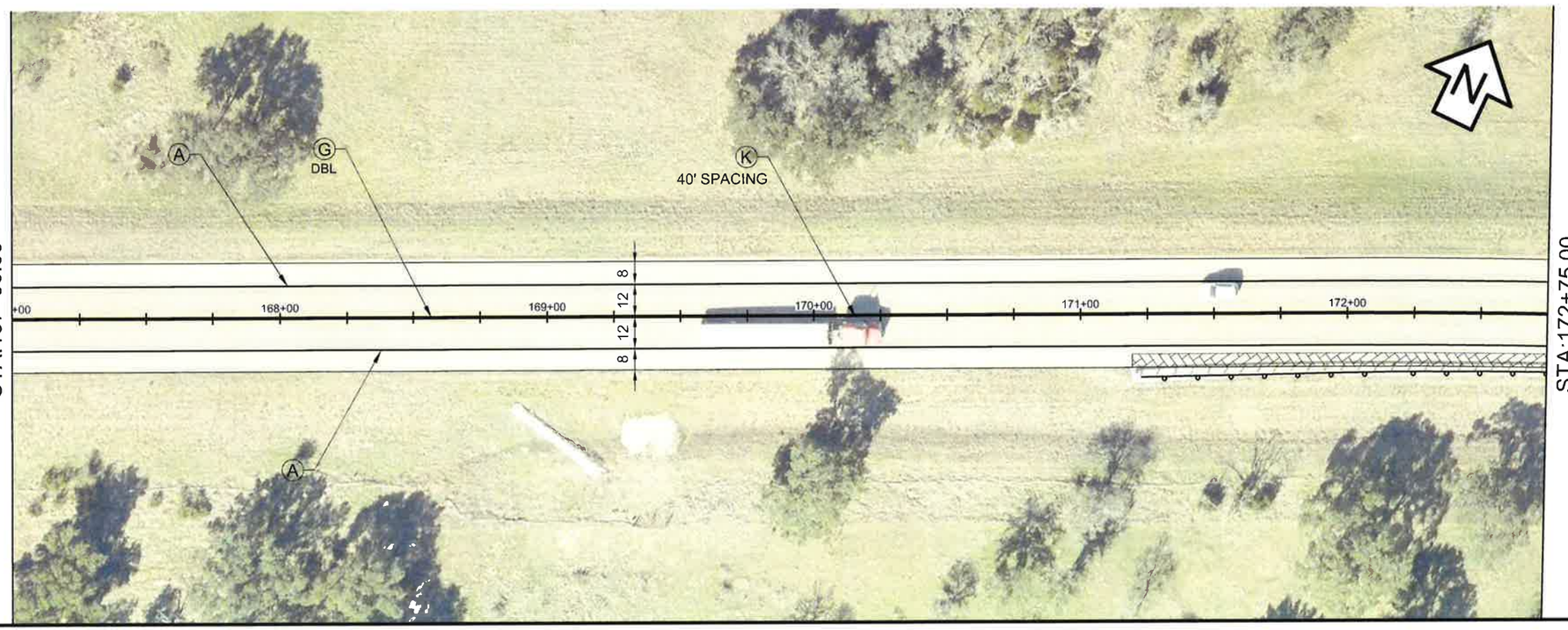
RONALD REAGAN BLVD FROM RM 2338 TO SH 195 FY 17 OVERLAY & STRIPING

DESIGNED:	KQK	3151 S.E. INNER LOOP SUITE B GEORGETOWN, TEXAS 78626 943-3330 www.wilco.org	SHEET 18
CHECKED:	KQK		
CAD DWG:	LEP		
CHECKED:	KQK		

SHEET TAB: STA 149+75.00 - 161+25.00
PLOTTED BY: kkwan
PLOT TIME: May 22, 2017 - 8:15pm
DRAWING: P:_ROADWAYS\Ronald Reagan Blvd\Ronald Reagan North Ph 3\FY17 Overlay\Drawings\CPlans\Ronald Reagan N Ph 3 FY17 ROADWAY.dwg



RONALD REAGAN BLVD



50 0 25 50

LEGEND

EXISTING CONCRETE

UNDER SEAL, OVERLAY 2"

AREA TO BE MILLED

- (A) REFL PAV MRK TY I & II (W) 4" (SLD)
- (C) REFL PAV MRK TY I & II (W) 8" (SLD)
- (D) REFL PAV MRK TY I & II (W) 24" (SLD)
- (E) REFL PAV MRK TY I & II (W) (ARROW)
- (F) REFL PAV MRK TY I & II (W) (WORD)
- (G) REFL PAV MRK TY I & II (Y) 4" (SLD)
- (H) REFL PAV MRK TY I & II (Y) 4" (BRK)
- (I) REFL PAV MRK TY I & II (Y) 24" (SLD)
- (J) REFL PAV MRK TY I-C
- (K) REFL PAV MRK TY II-A-A
- (L) REFL PAV MRK TY I & II (W) 4" (BRK)
- (M) REFL PAV MRK TY I & II (w) (DBL ARROW)

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STATE OF TEXAS
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90584
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PROFESSIONAL ENGINEER

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NO	REVISION	BY	DATE

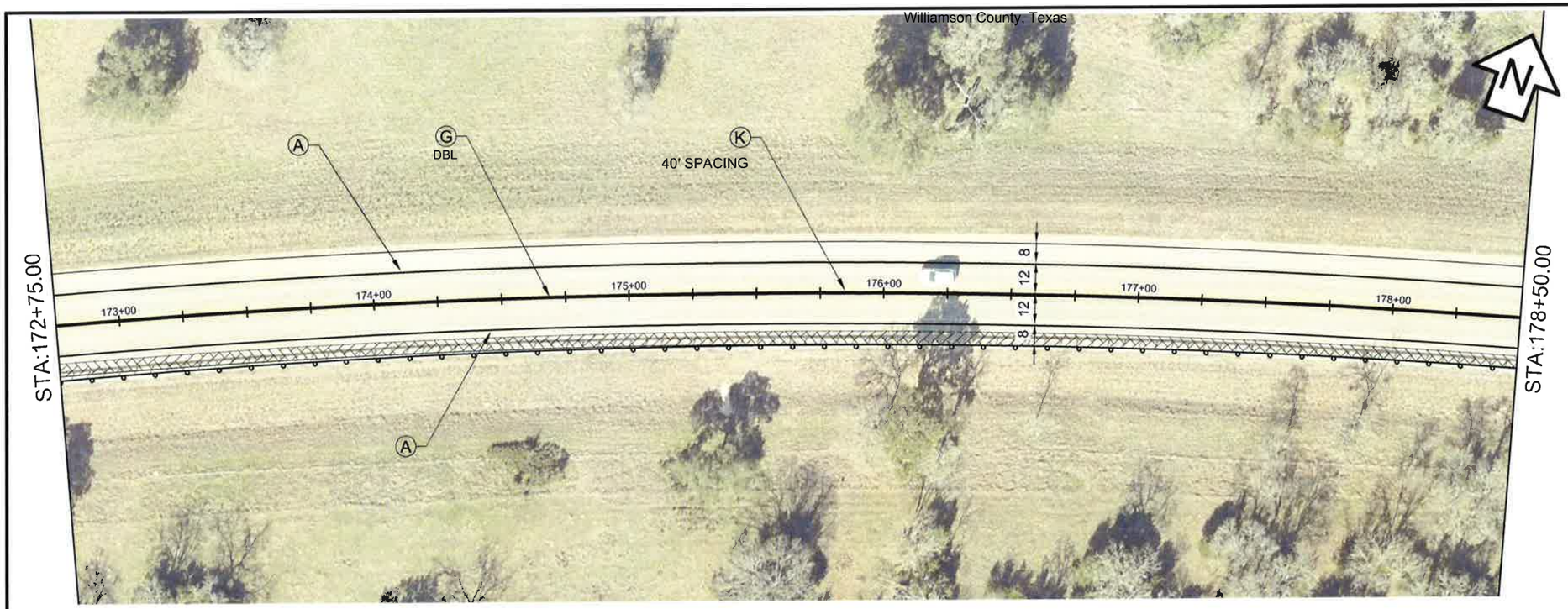
WILLIAMSON COUNTY
DEPT. OF INFRASTRUCTURE
ROAD & BRIDGE DIVISION

RONALD REAGAN BLVD FROM RM 2338 TO SH 195 FY 17 OVERLAY & STRIPING

DESIGNED: KQK	3151 S.E. INNER LOOP SUITE B GEORGETOWN, TEXAS 78626 943-3330 www.wilco.org	SHEET 19
CHECKED: KQK		
CAD DWG: LEP		
CHECKED: KQK		

SHEET TAB: STA 161+25.00 - 172+75.00
PLOTTED BY: kkwan
PLOT TIME: May 22, 2017 - 8:17pm
DRAWING: P:_ROADWAY\S\Ronald Reagan Blvd\Ronald Reagan North Ph 3\FY17 Overlay\Drawings\CPlans\Ronald Reagan N Ph 3 FY17 ROADWAY.dwg

Williamson County, Texas



50 0 25 50

LEGEND

EXISTING CONCRETE

UNDER SEAL, OVERLAY 2"

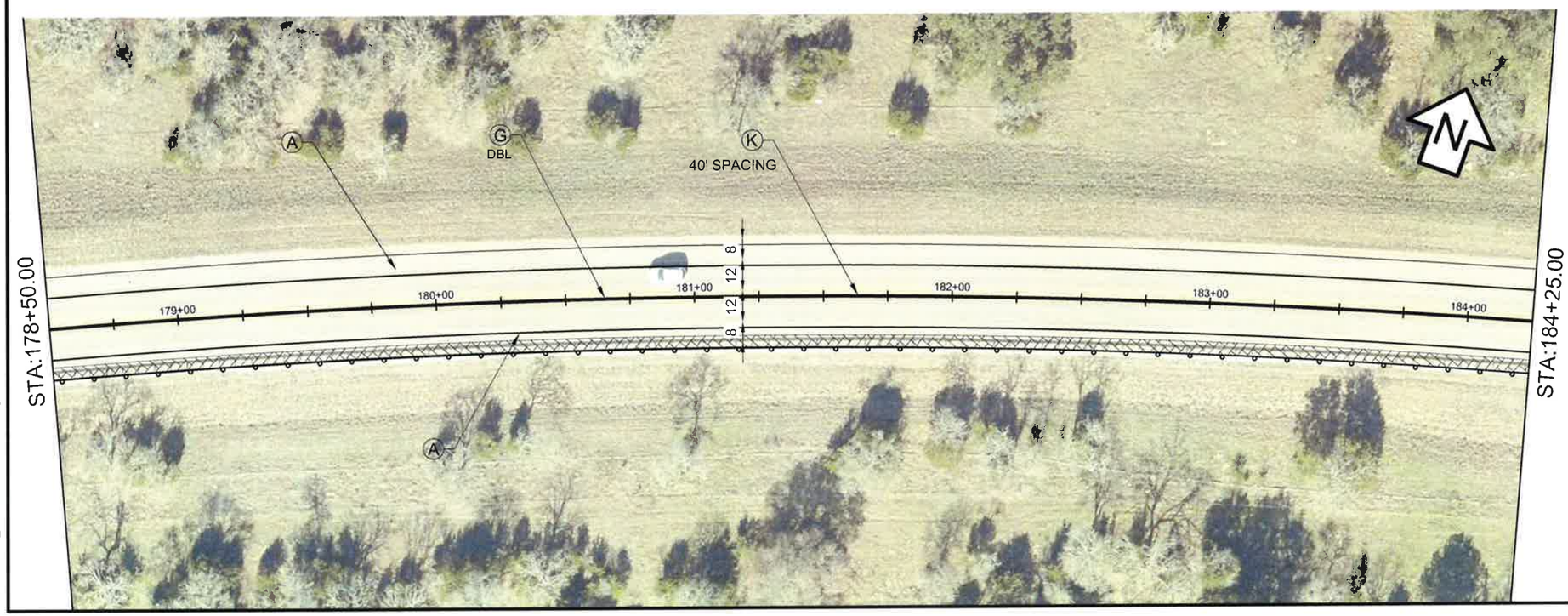
AREA TO BE MILLED

- (A) REFL PAV MRK TY I & II (W) 4" (SLD)
- (C) REFL PAV MRK TY I & II (W) 8" (SLD)
- (D) REFL PAV MRK TY I & II (W) 24" (SLD)
- (E) REFL PAV MRK TY I & II (W) (ARROW)
- (F) REFL PAV MRK TY I & II (W) (WORD)
- (G) REFL PAV MRK TY I & II (Y) 4" (SLD)
- (H) REFL PAV MRK TY I & II (Y) 4" (BRK)
- (I) REFL PAV MRK TY I & II (Y) 24" (SLD)
- (J) REFL PAV MRK TY I-C
- (K) REFL PAV MRK TY II-A-A
- (L) REFL PAV MRK TY I & II (W) 4" (BRK)
- (M) REFL PAV MRK TY I & II (w) (DBL ARROW)

NOTE:

SOME OF THE AERIAL PHOTOGRAPHY SHOWN HAS MINOR SHIFTS IN SOME LOCATIONS. THE ALIGNMENT IS LOCATED WITHIN ACCEPTABLE GIS STANDARDS. CONTRACTOR SHALL VERIFY DRIVEWAY AND CROSS ROAD LOCATIONS PRIOR TO MILL & OVERLAY.

RONALD REAGAN BLVD



STATE OF TEXAS
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KON Q. KWAN, P.E. 90584 ON: 05/22/2017

NO	REVISION	BY	DATE

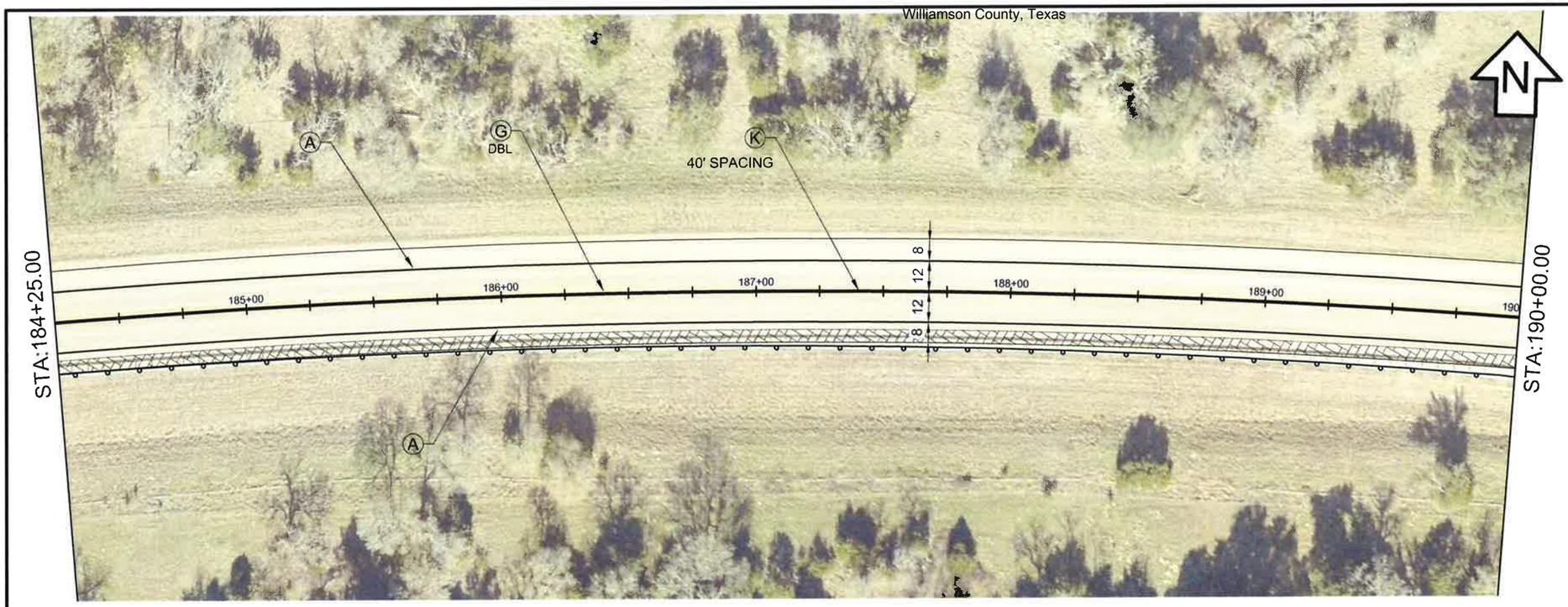
WILLIAMSON COUNTY
1848

WILLIAMSON COUNTY
DEPT. OF INFRASTRUCTURE
ROAD & BRIDGE DIVISION

RONALD REAGAN BLVD FROM RM 2338 TO SH 195 FY 17 OVERLAY & STRIPING

DESIGNED: KQK	3151 S.E. INNER LOOP SUITE B GEORGETOWN, TEXAS 78626 943-3330 www.wilco.org	SHEET 20
CHECKED: KQK		
CAD DWG: LEP		
CHECKED: KQK		

SHEET TAB: STA 172+75.00 - 184+25.00
PLOTTED BY: kkwan
PLOT TIME: May 22, 2017 - 8:19pm
DRAWING: P:_ROADWAYS\Ronald Reagan Blvd\Ronald Reagan North Ph 3\FY17 Overlay\Drawings\CPlans\Ronald Reagan N Ph 3 FY17 ROADWAY.dwg



50 0 25 50

LEGEND

EXISTING CONCRETE

UNDER SEAL, OVERLAY 2"

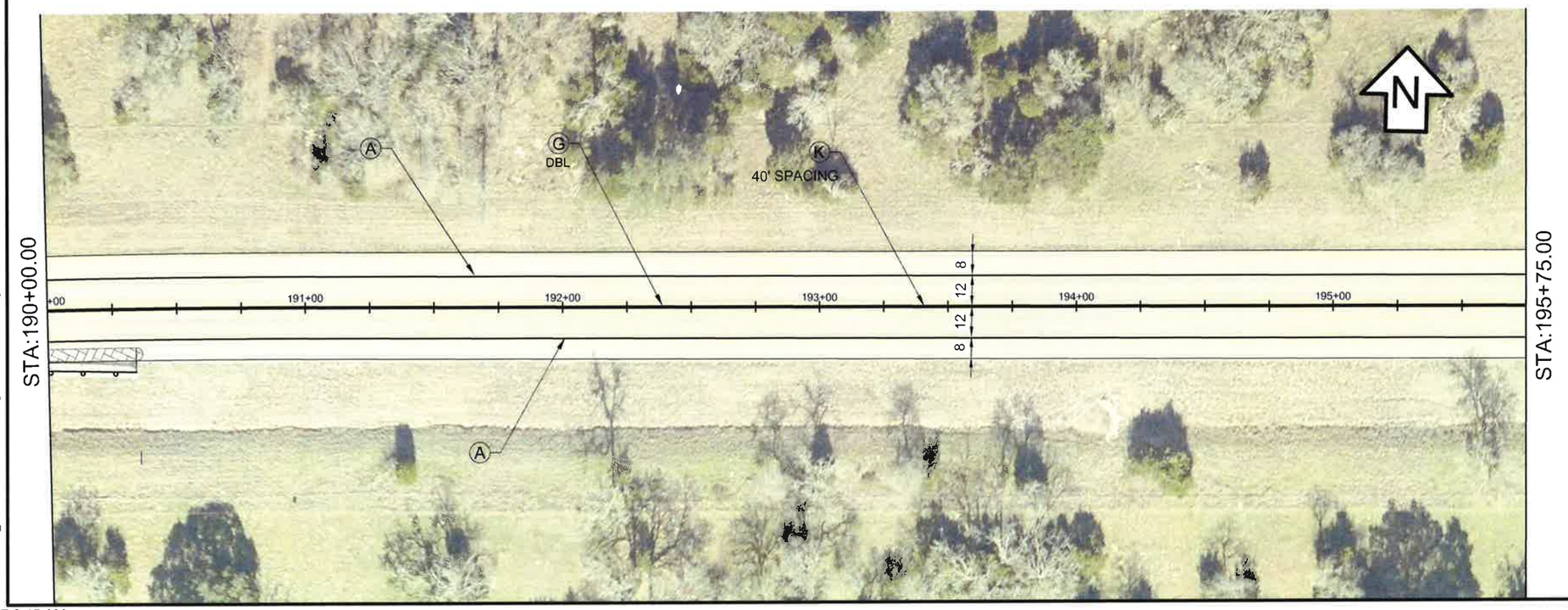
AREA TO BE MILLED

- (A) REFL PAV MRK TY I & II (W) 4" (SLD)
- (C) REFL PAV MRK TY I & II (W) 8" (SLD)
- (D) REFL PAV MRK TY I & II (W) 24" (SLD)
- (E) REFL PAV MRK TY I & II (W) (ARROW)
- (F) REFL PAV MRK TY I & II (W) (WORD)
- (G) REFL PAV MRK TY I & II (Y) 4" (SLD)
- (H) REFL PAV MRK TY I & II (Y) 4" (BRK)
- (I) REFL PAV MRK TY I & II (Y) 24" (SLD)
- (J) REFL PAV MRK TY I-C
- (K) REFL PAV MRK TY II-A-A
- (L) REFL PAV MRK TY I & II (W) 4" (BRK)
- (M) REFL PAV MRK TY I & II (w) (DBL ARROW)

NOTE:

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RONALD REAGAN BLVD



STATE OF TEXAS
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER

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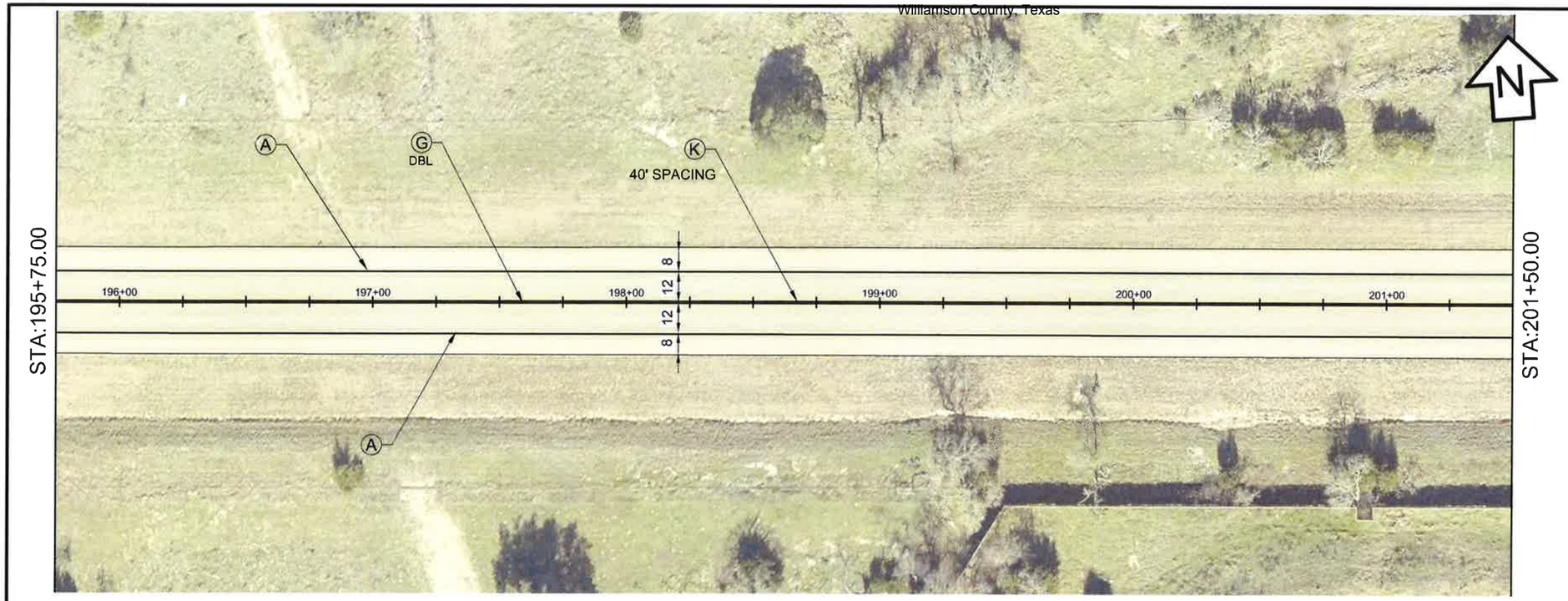
NO	REVISION	BY	DATE

WILLIAMSON COUNTY
DEPT. OF INFRASTRUCTURE
ROAD & BRIDGE DIVISION

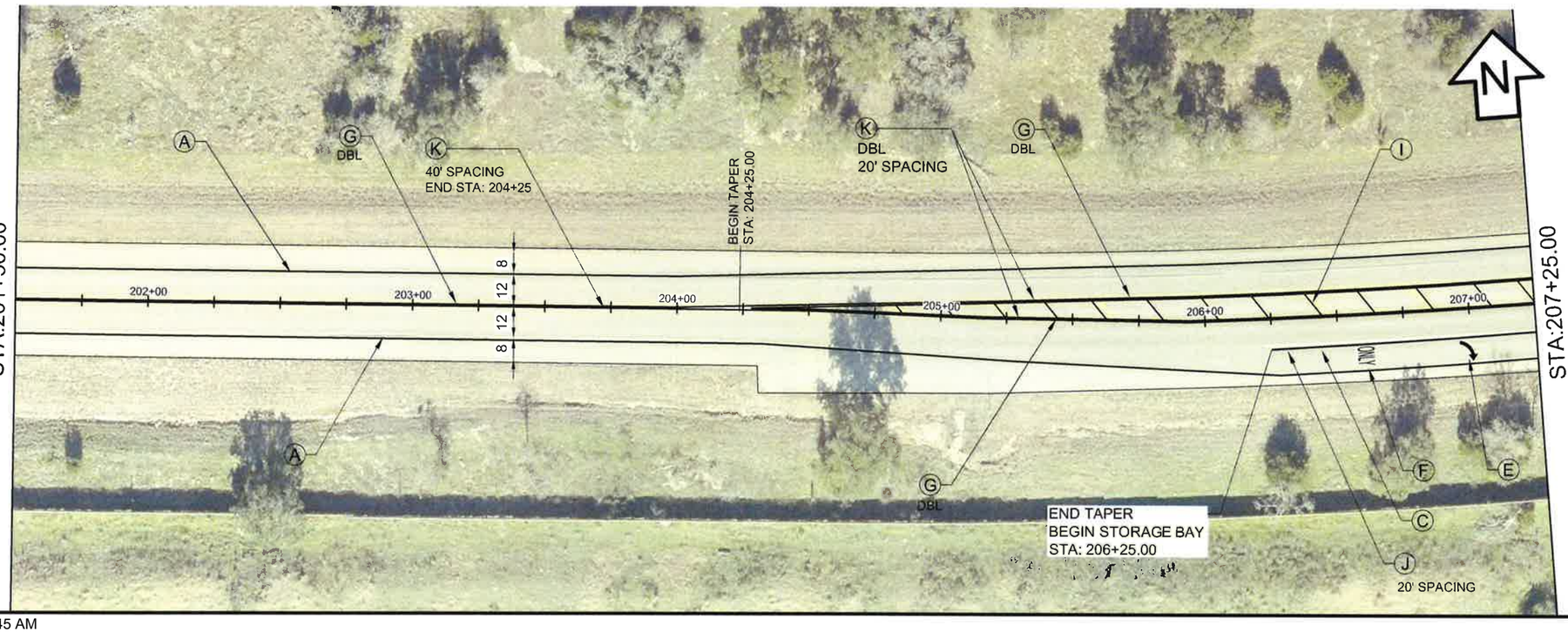
RONALD REAGAN BLVD FROM RM 2338 TO SH 195 FY 17 OVERLAY & STRIPING

DESIGNED: KQK	3151 S.E. INNER LOOP SUITE B GEORGETOWN, TEXAS 78626 943-3330 www.wilco.org	SHEET 21
CHECKED: KQK		
CAD DWG: LEP		
CHECKED: KQK		

SHEET TAB: STA 184+25.00 - 195+75.00
PLOTTED BY: kkwan
PLOT TIME: May 22, 2017 - 8:21pm
DRAWING: P:_ROADWAYS\Ronald Reagan Blvd\Ronald Reagan North Ph 3\FY17 Overlay\Drawings\CPlans\Ronald Reagan N Ph 3 FY17 ROADWAY.dwg



RONALD REAGAN BLVD



50 0 25 50

LEGEND

EXISTING CONCRETE

UNDER SEAL, OVERLAY 2"

AREA TO BE MILLED

- (A) REFL PAV MRK TY I & II (W) 4" (SLD)
- (C) REFL PAV MRK TY I & II (W) 8" (SLD)
- (D) REFL PAV MRK TY I & II (W) 24" (SLD)
- (E) REFL PAV MRK TY I & II (W) (ARROW)
- (F) REFL PAV MRK TY I & II (W) (WORD)
- (G) REFL PAV MRK TY I & II (Y) 4" (SLD)
- (H) REFL PAV MRK TY I & II (Y) 4" (BRK)
- (I) REFL PAV MRK TY I & II (Y) 24" (SLD)
- (J) REFL PAV MRK TY I-C
- (K) REFL PAV MRK TY II-A-A
- (L) REFL PAV MRK TY I & II (W) 4" (BRK)
- (M) REFL PAV MRK TY I & II (w) (DBL ARROW)

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STATE OF TEXAS
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER

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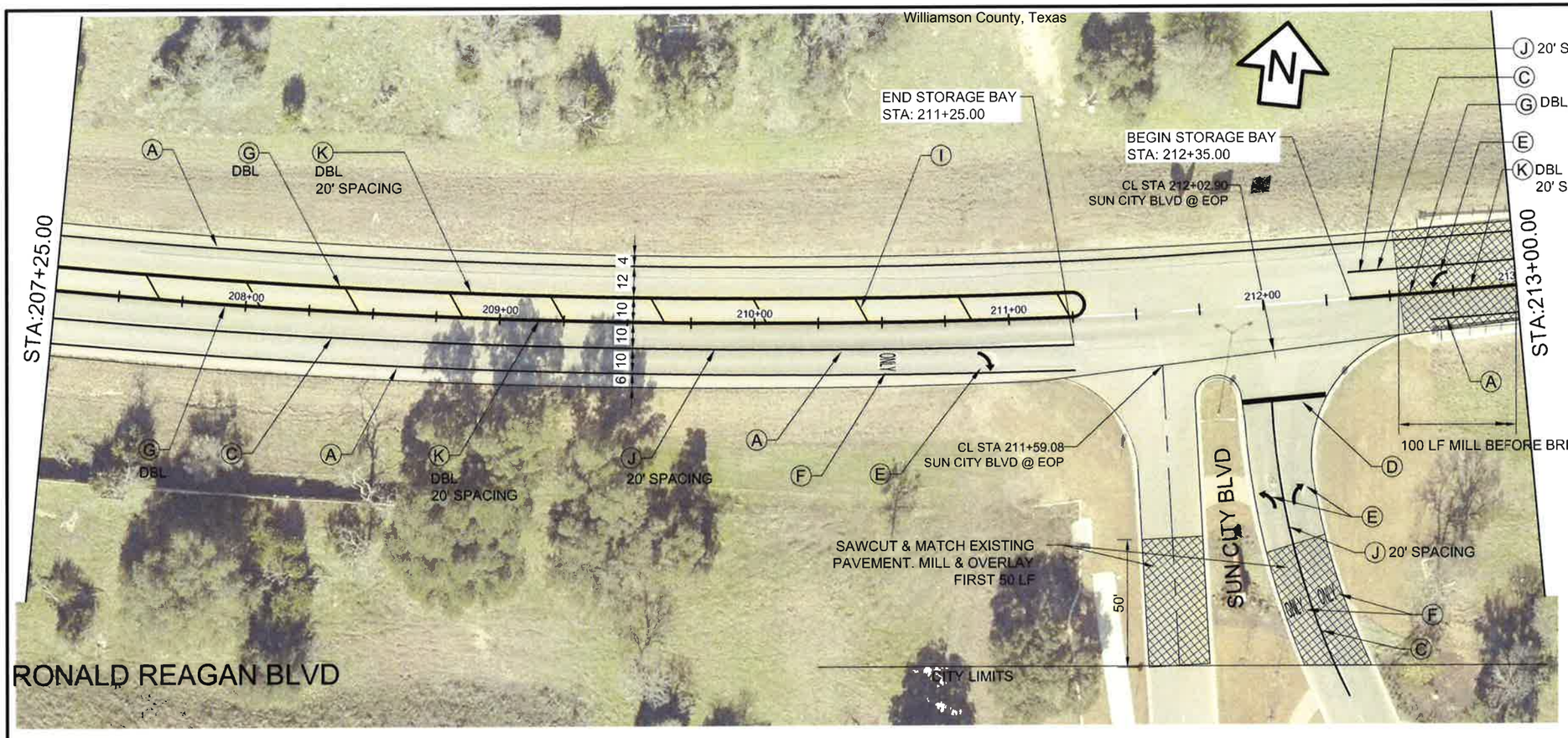
NO	REVISION	BY	DATE

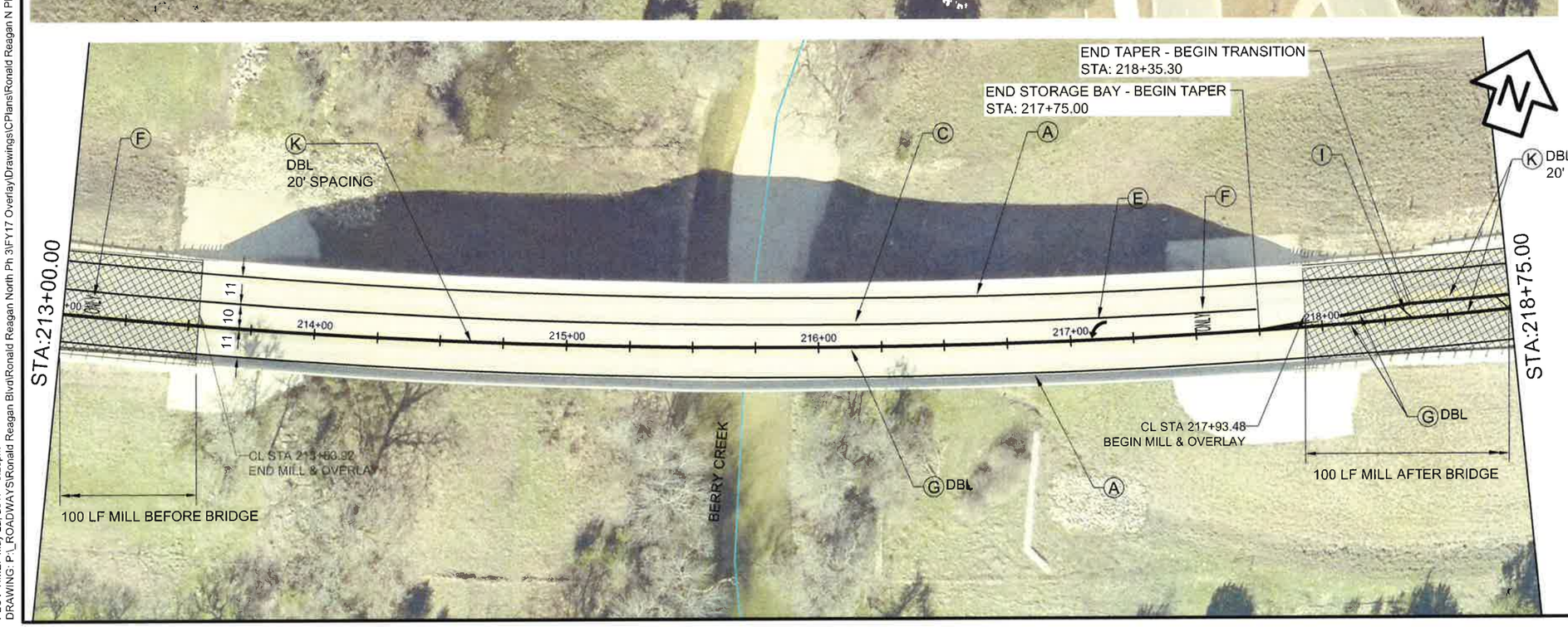
WILLIAMSON COUNTY
DEPT. OF INFRASTRUCTURE
ROAD & BRIDGE DIVISION

RONALD REAGAN BLVD FROM RM 2338 TO SH 195 FY 17 OVERLAY & STRIPING

DESIGNED: KQK	3151 S.E. INNER LOOP SUITE B GEORGETOWN, TEXAS 78626 943-3330 www.wilco.org	SHEET 22
CHECKED: KQK		
CAD DWG: LEP		
CHECKED: KQK		

SHEET TAB: STA 195+75.00 - 207+25.00
PLOTTED BY: kkwan
PLOT TIME: May 22, 2017 - 8:22pm
DRAWING: P:_ROADWAYS\Ronald Reagan Blvd\Ronald Reagan North Ph 3\FY17 Overlay\Drawings\CPlans\Ronald Reagan N Ph 3 FY17 ROADWAY.dwg





50 0 25 50

LEGEND

EXISTING CONCRETE

UNDER SEAL, OVERLAY 2"

AREA TO BE MILLED

- (A) REFL PAV MRK TY I & II (W) 4" (SLD)
- (C) REFL PAV MRK TY I & II (W) 8" (SLD)
- (D) REFL PAV MRK TY I & II (W) 24" (SLD)
- (E) REFL PAV MRK TY I & II (W) (ARROW)
- (F) REFL PAV MRK TY I & II (W) (WORD)
- (G) REFL PAV MRK TY I & II (Y) 4" (SLD)
- (H) REFL PAV MRK TY I & II (Y) 4" (BRK)
- (I) REFL PAV MRK TY I & II (Y) 24" (SLD)
- (J) REFL PAV MRK TY I-C
- (K) REFL PAV MRK TY II-A-A
- (L) REFL PAV MRK TY I & II (W) 4" (BRK)
- (M) REFL PAV MRK TY I & II (w) (DBL ARROW)

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STATE OF TEXAS
KON Q. KWAN
90584
LICENSED PROFESSIONAL ENGINEER

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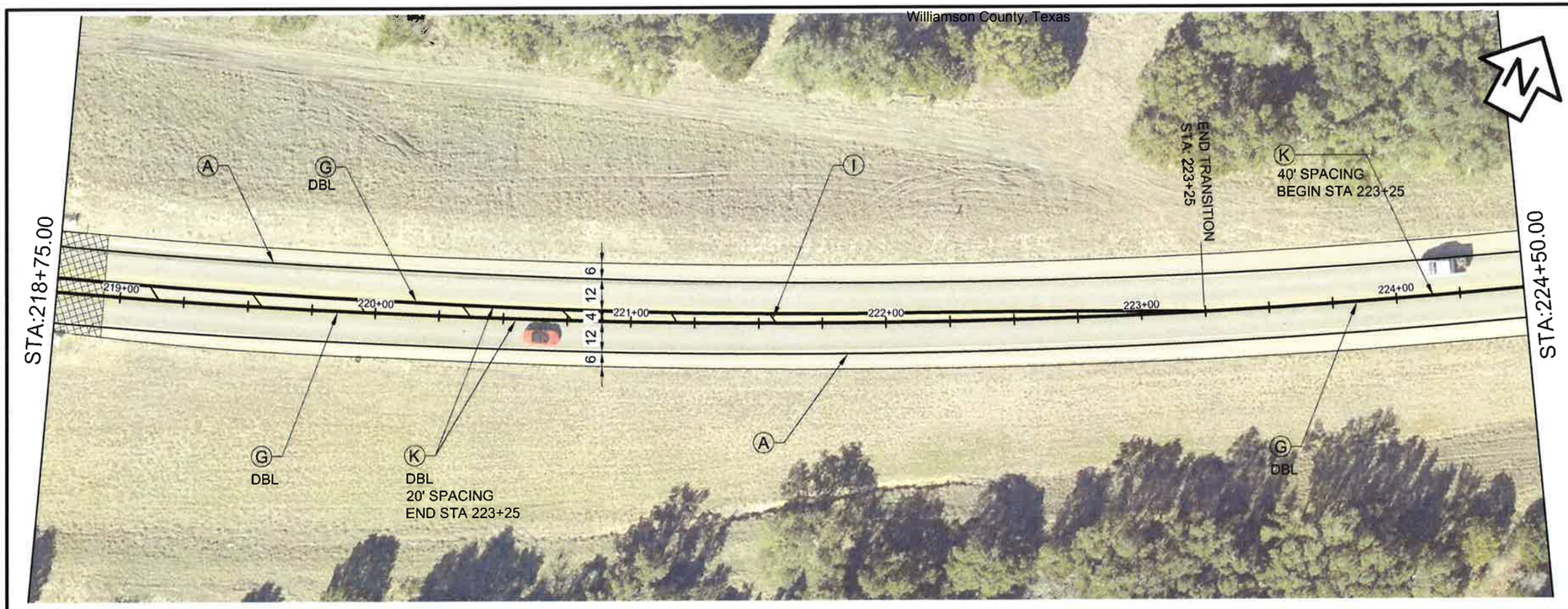
NO	REVISION	BY	DATE

WILLIAMSON COUNTY
DEPT. OF INFRASTRUCTURE
ROAD & BRIDGE DIVISION

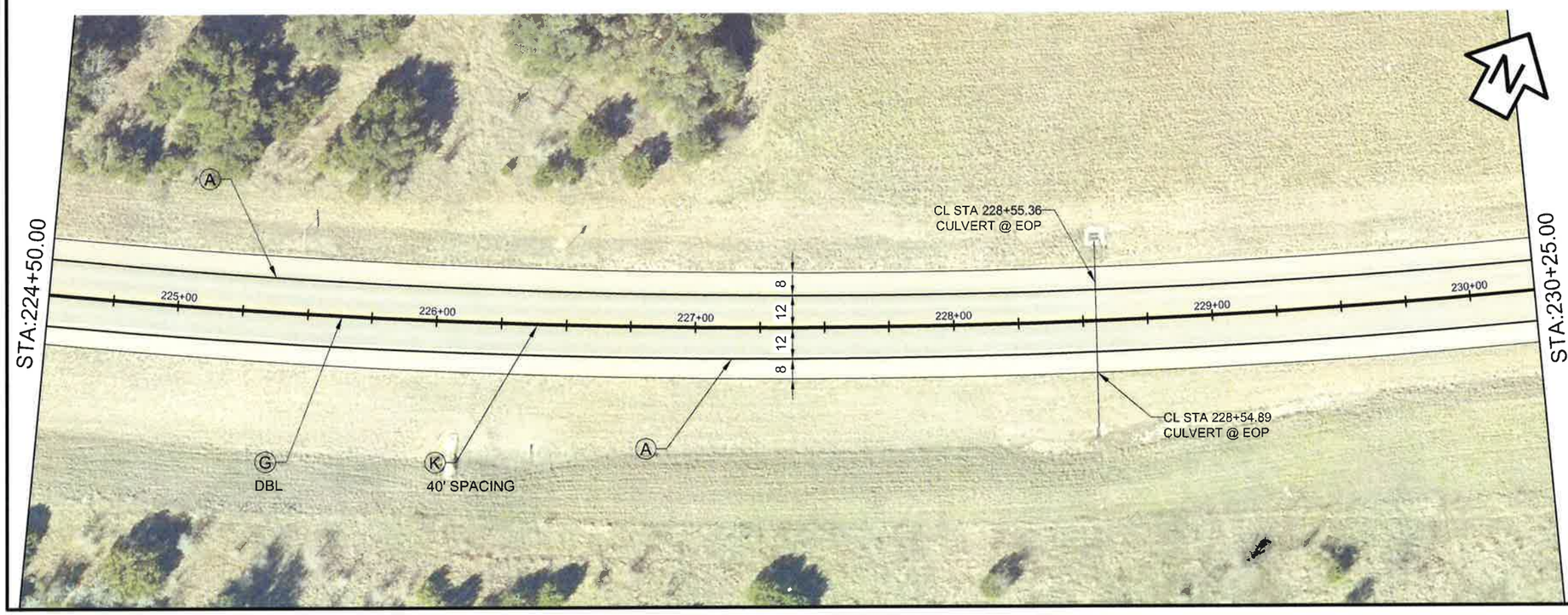
RONALD REAGAN BLVD FROM RM 2338 TO SH 195 FY 17 OVERLAY & STRIPING

DESIGNED:	KQK	3151 S.E. INNER LOOP SUITE B GEORGETOWN, TEXAS 78626 943-3330 www.wilco.org	SHEET 23
CHECKED:	KQK		
CAD DWG:	LEP		
CHECKED:	KQK		

SHEET TAB: STA 207+25.00 - 218+75.00
PLOTTED BY: kkwan
PLOT TIME: May 22, 2017 - 8:23pm
DRAWING: P:_ROADWAYS\Ronald Reagan Blvd\Ronald Reagan North Ph 3\FY17 Overlay\Drawings\CPlans\Ronald Reagan N Ph 3 FY17 ROADWAY.dwg



RONALD REAGAN BLVD



50 0 25 50

LEGEND

EXISTING CONCRETE

UNDER SEAL, OVERLAY 2"

AREA TO BE MILLED

- (A) REFL PAV MRK TY I & II (W) 4" (SLD)
- (C) REFL PAV MRK TY I & II (W) 8" (SLD)
- (D) REFL PAV MRK TY I & II (W) 24" (SLD)
- (E) REFL PAV MRK TY I & II (W) (ARROW)
- (F) REFL PAV MRK TY I & II (W) (WORD)
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- (J) REFL PAV MRK TY I-C
- (K) REFL PAV MRK TY II-A-A
- (L) REFL PAV MRK TY I & II (W) 4" (BRK)
- (M) REFL PAV MRK TY I & II (w) (DBL ARROW)

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STATE OF TEXAS
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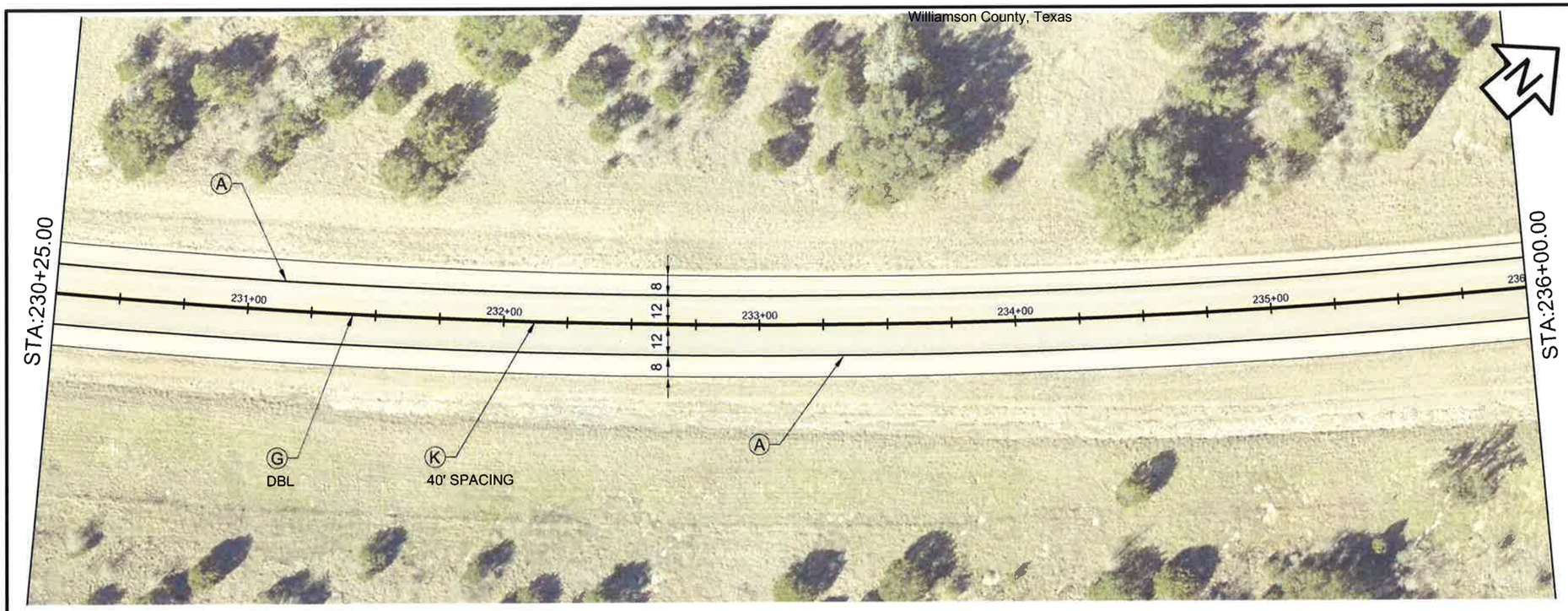
NO	REVISION	BY	DATE

WILLIAMSON COUNTY
DEPT. OF INFRASTRUCTURE
ROAD & BRIDGE DIVISION

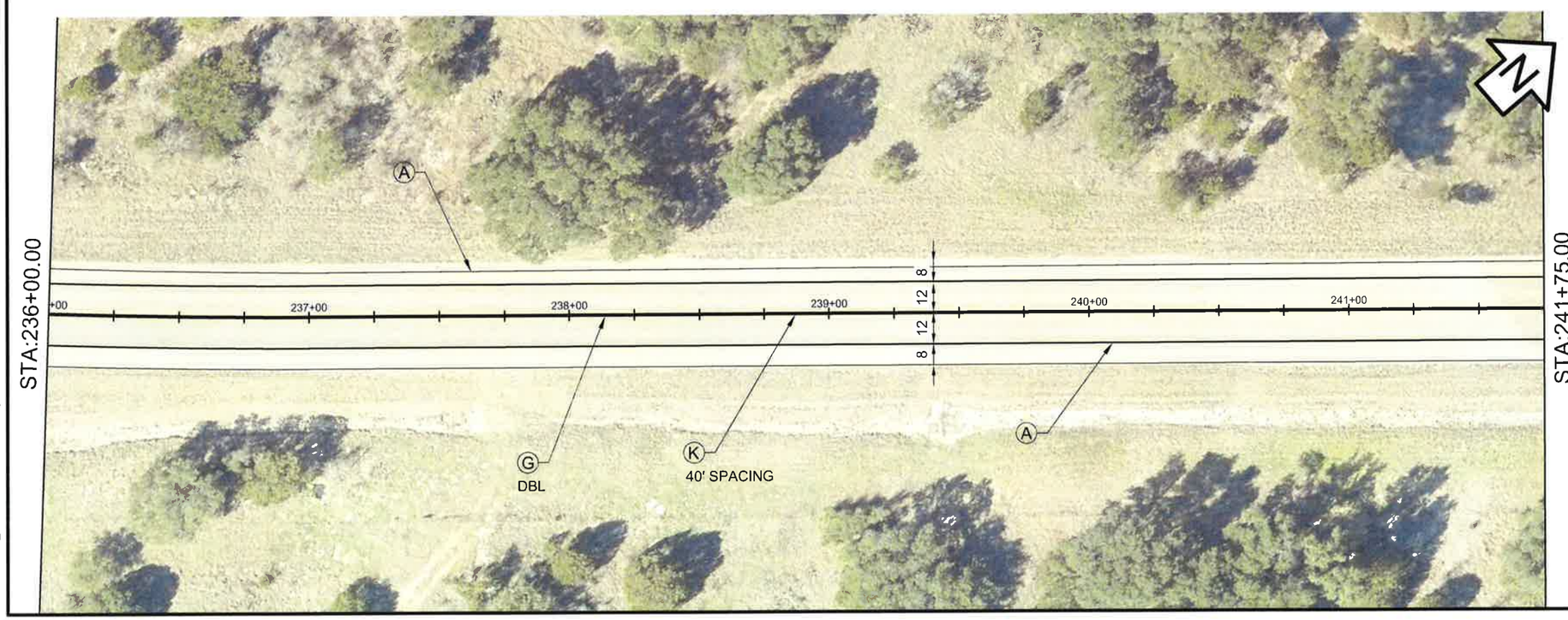
RONALD REAGAN BLVD FROM RM 2338 TO SH 195 FY 17 OVERLAY & STRIPING

DESIGNED:	KQK	3151 S.E. INNER LOOP SUITE B GEORGETOWN, TEXAS 78626 943-3330 www.wilco.org	SHEET 24
CHECKED:	KQK		
CAD DWG:	LEP		
CHECKED:	KQK		

SHEET TAB: STA 218+75.00 - 230+25.00
PLOTTED BY: kkwan
PLOT TIME: May 22, 2017 - 8:24pm
DRAWING: P:_ROADWAYS\Ronald Reagan Blvd\Ronald Reagan North Ph 3\FY17 Overlay\Drawings\CPlans\Ronald Reagan N Ph 3 FY17 ROADWAY.dwg



RONALD REAGAN BLVD



50 0 25 50

LEGEND

EXISTING CONCRETE

UNDER SEAL, OVERLAY 2"

AREA TO BE MILLED

- (A) REFL PAV MRK TY I & II (W) 4" (SLD)
- (C) REFL PAV MRK TY I & II (W) 8" (SLD)
- (D) REFL PAV MRK TY I & II (W) 24" (SLD)
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STATE OF TEXAS
KON Q. KWAN
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LICENSED
PROFESSIONAL ENGINEER

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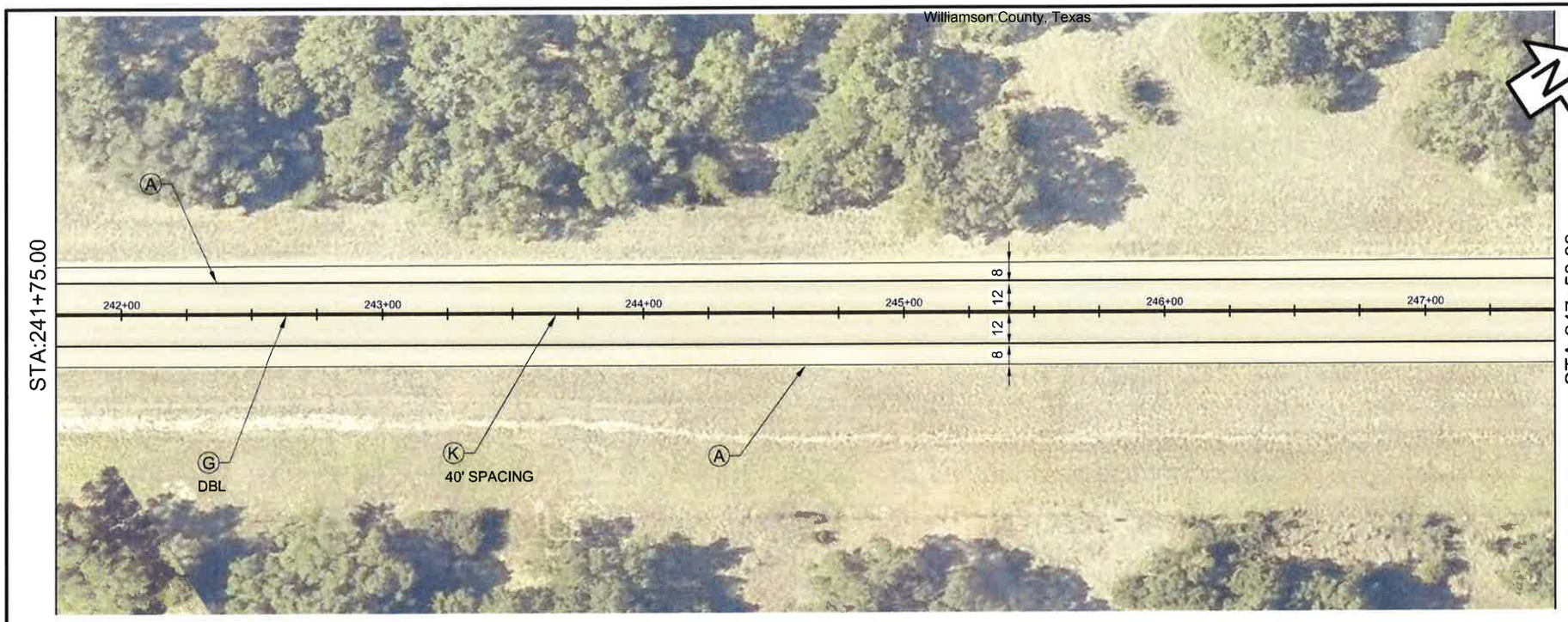
NO	REVISION	BY	DATE

WILLIAMSON COUNTY
DEPT. OF INFRASTRUCTURE
ROAD & BRIDGE DIVISION

RONALD REAGAN BLVD FROM RM 2338 TO SH 195 FY 17 OVERLAY & STRIPING

DESIGNED: KQK	3151 S.E. INNER LOOP SUITE B GEORGETOWN, TEXAS 78626 943-3330 www.wilco.org	SHEET	25
CHECKED: KQK			
CAD DWG: LEP			
CHECKED: KQK			

SHEET TAB: STA 230+25.00 - 241+75.00
PLOTTED BY: kkwan
PLOT TIME: May 22, 2017 - 8:26pm
DRAWING: P:_ROADWAYS\Ronald Reagan Blvd\Ronald Reagan North Ph 3\FY17 Overlay\Drawings\CPlans\Ronald Reagan N Ph 3 FY17 ROADWAY.dwg



50 0 25 50

LEGEND

EXISTING CONCRETE

UNDER SEAL, OVERLAY 2"

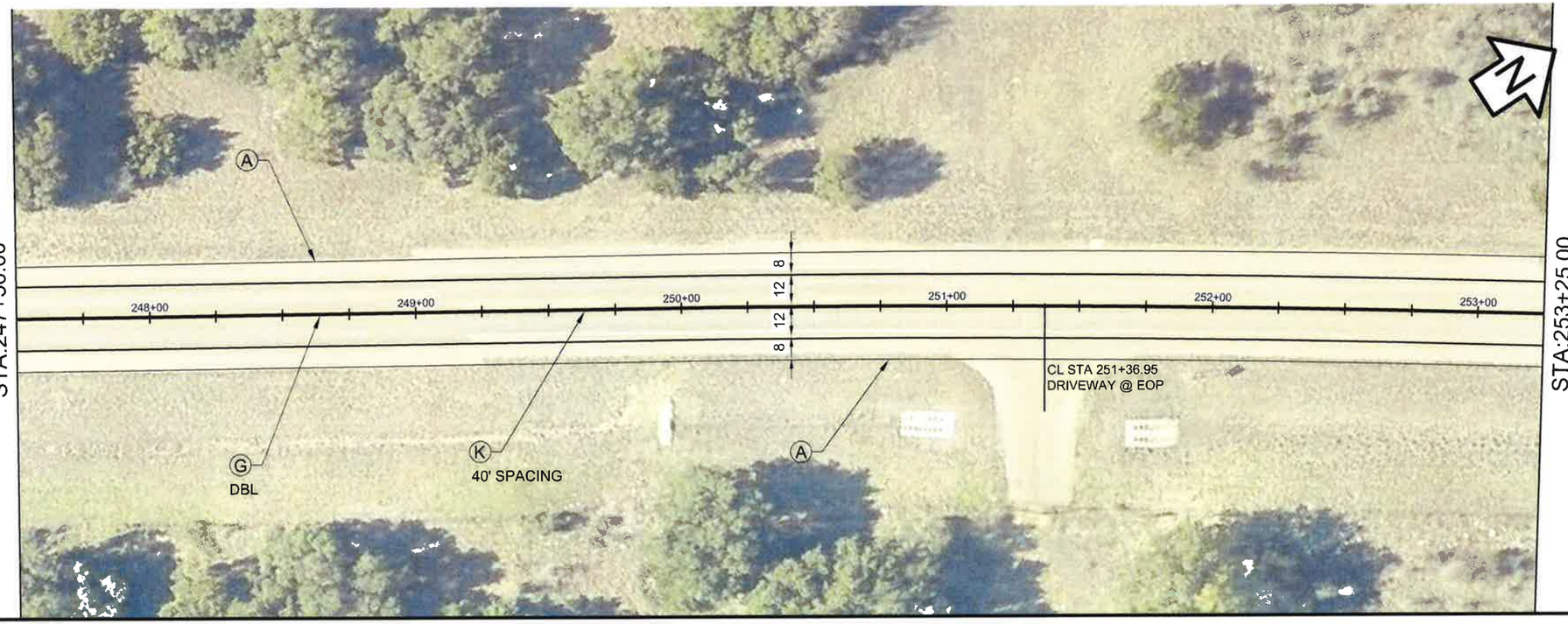
AREA TO BE MILLED

- (A) REFL PAV MRK TY I & II (W) 4" (SLD)
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- (E) REFL PAV MRK TY I & II (W) (ARROW)
- (F) REFL PAV MRK TY I & II (W) (WORD)
- (G) REFL PAV MRK TY I & II (Y) 4" (SLD)
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RONALD REAGAN BLVD

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STATE OF TEXAS
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PROFESSIONAL ENGINEER

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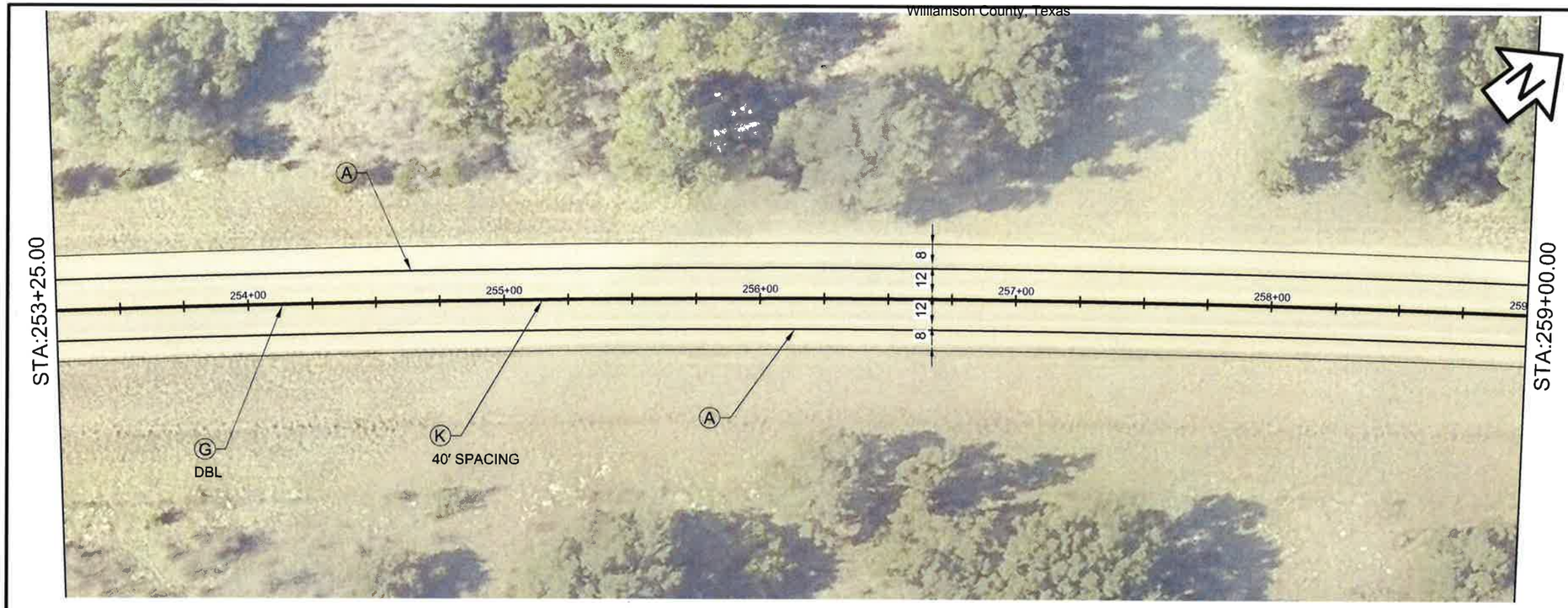
NO	REVISION	BY	DATE

WILLIAMSON COUNTY
DEPT. OF INFRASTRUCTURE
ROAD & BRIDGE DIVISION

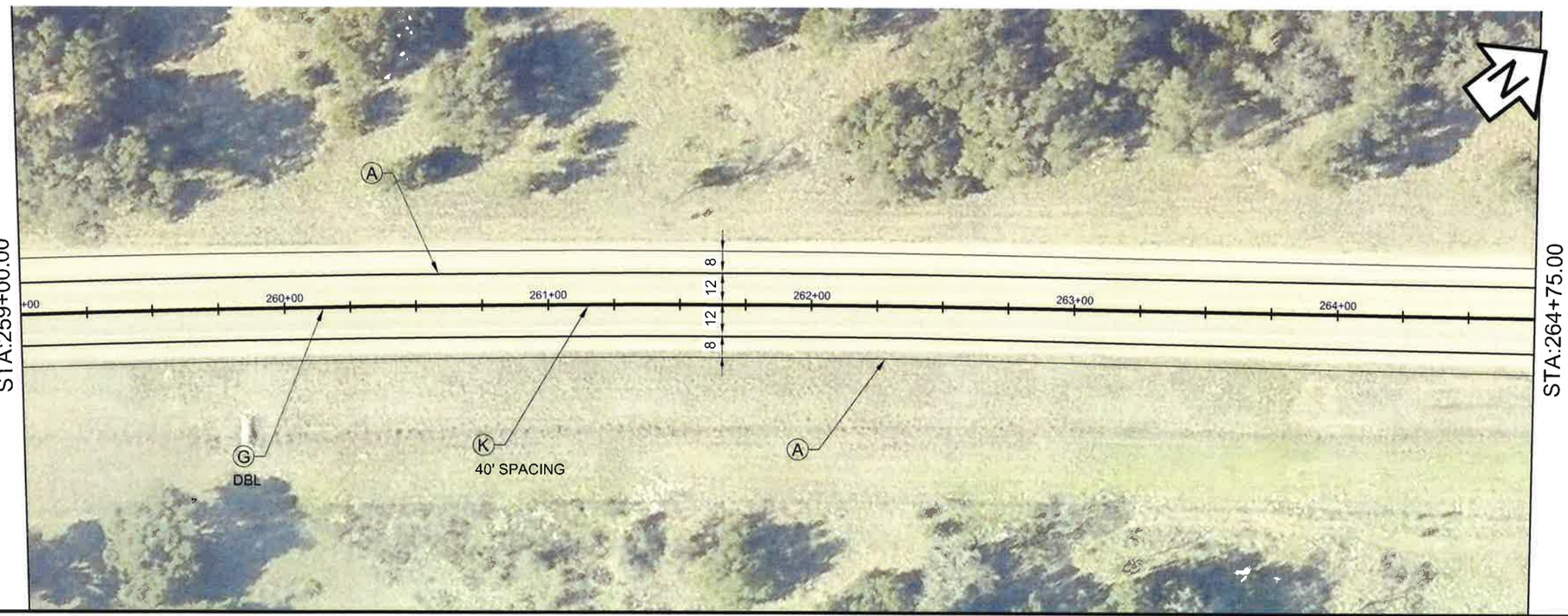
RONALD REAGAN BLVD FROM RM 2338 TO SH 195 FY 17 OVERLAY & STRIPING

DESIGNED:	KQK	3151 S.E. INNER LOOP SUITE B GEORGETOWN, TEXAS 78626 943-3330 www.wilco.org	SHEET 26
CHECKED:	KQK		
CAD DWG:	LEP		
CHECKED:	KQK		

SHEET TAB: STA 241+75.00 - 253+25.00
PLOTTED BY: kkwan
PLOT TIME: May 22, 2017 - 8:27pm
DRAWING: P:_ROADWAYS\Ronald Reagan Blvd\Ronald Reagan North Ph 3\FY17 Overlay\Drawings\CPlans\Ronald Reagan N Ph 3 FY17 ROADWAY.dwg



RONALD REAGAN BLVD



50 0 25 50

LEGEND

EXISTING CONCRETE

UNDER SEAL, OVERLAY 2"

AREA TO BE MILLED

- (A) REFL PAV MRK TY I & II (W) 4" (SLD)
- (C) REFL PAV MRK TY I & II (W) 8" (SLD)
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STATE OF TEXAS
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LICENSED
PROFESSIONAL ENGINEER

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NO	REVISION	BY	DATE

WILLIAMSON COUNTY
DEPT. OF INFRASTRUCTURE
ROAD & BRIDGE DIVISION

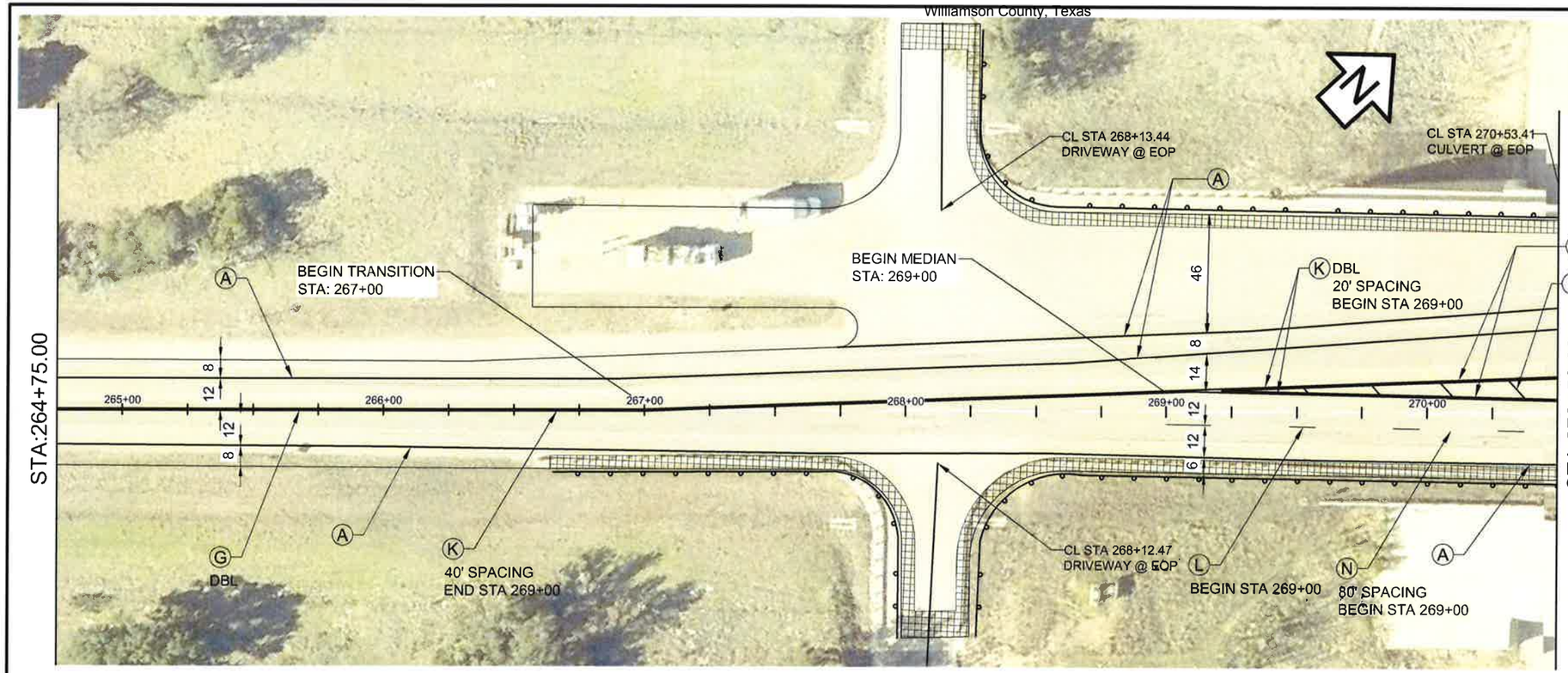
RONALD REAGAN BLVD FROM RM 2338 TO SH 195 FY 17 OVERLAY & STRIPING

DESIGNED:	KQK
CHECKED:	KQK
CAD DWG:	LEP
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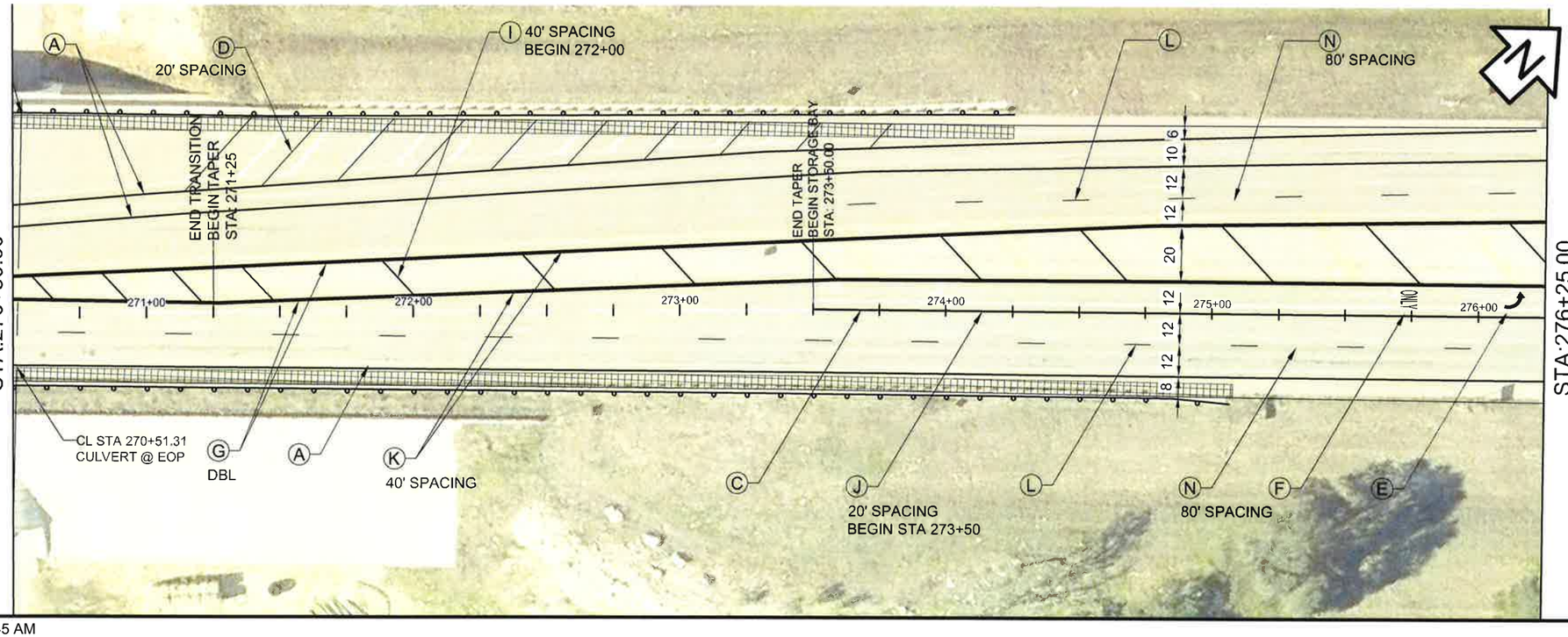
3151 S.E. INNER LOOP SUITE B
GEORGETOWN, TEXAS 78626
943-3330
www.wilco.org

SHEET 27

SHEET TAB: STA 253+25.00 - 264+75.00
PLOTTED BY: kkwan
PLOT TIME: May 22, 2017 - 8:29pm
DRAWING: P:_ROADWAYS\Ronald Reagan Blvd\Ronald Reagan North Ph 3\FY17 Overlay\Drawings\CPlans\Ronald Reagan N Ph 3 FY17 ROADWAY.dwg



RONALD REAGAN BLVD



50 0 25 50

LEGEND

EXISTING CONCRETE

UNDER SEAL, OVERLAY 2"

AREA TO BE MILLED

- (A) REFL PAV MRK TY I & II (W) 4" (SLD)
- (C) REFL PAV MRK TY I & II (W) 8" (SLD)
- (D) REFL PAV MRK TY I & II (W) 24" (SLD)
- (E) REFL PAV MRK TY I & II (W) (ARROW)
- (F) REFL PAV MRK TY I & II (W) (WORD)
- (G) REFL PAV MRK TY I & II (Y) 4" (SLD)
- (H) REFL PAV MRK TY I & II (Y) 4" (BRK)
- (I) REFL PAV MRK TY I & II (Y) 24" (SLD)
- (J) REFL PAV MRK TY I-C
- (K) REFL PAV MRK TY II-A-A
- (L) REFL PAV MRK TY I & II (W) 4" (BRK)
- (M) REFL PAV MRK TY I & II (w) (DBL ARROW)
- (N) REFL PAV MRK TY II-C-R

NOTE:

SOME OF THE AERIAL PHOTOGRAPHY SHOWN HAS MINOR SHIFTS IN SOME LOCATIONS. THE ALIGNMENT IS LOCATED WITHIN ACCEPTABLE GIS STANDARDS. CONTRACTOR SHALL VERIFY DRIVEWAY AND CROSS ROAD LOCATIONS PRIOR TO MILL & OVERLAY.

STATE OF TEXAS
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KON Q. KWAN, P.E. 90584 ON: 05/23/2017

NO	REVISION	BY	DATE

WILLIAMSON COUNTY
DEPT. OF INFRASTRUCTURE
ROAD & BRIDGE DIVISION

RONALD REAGAN BLVD FROM RM 2338 TO SH 195 FY 17 OVERLAY & STRIPING

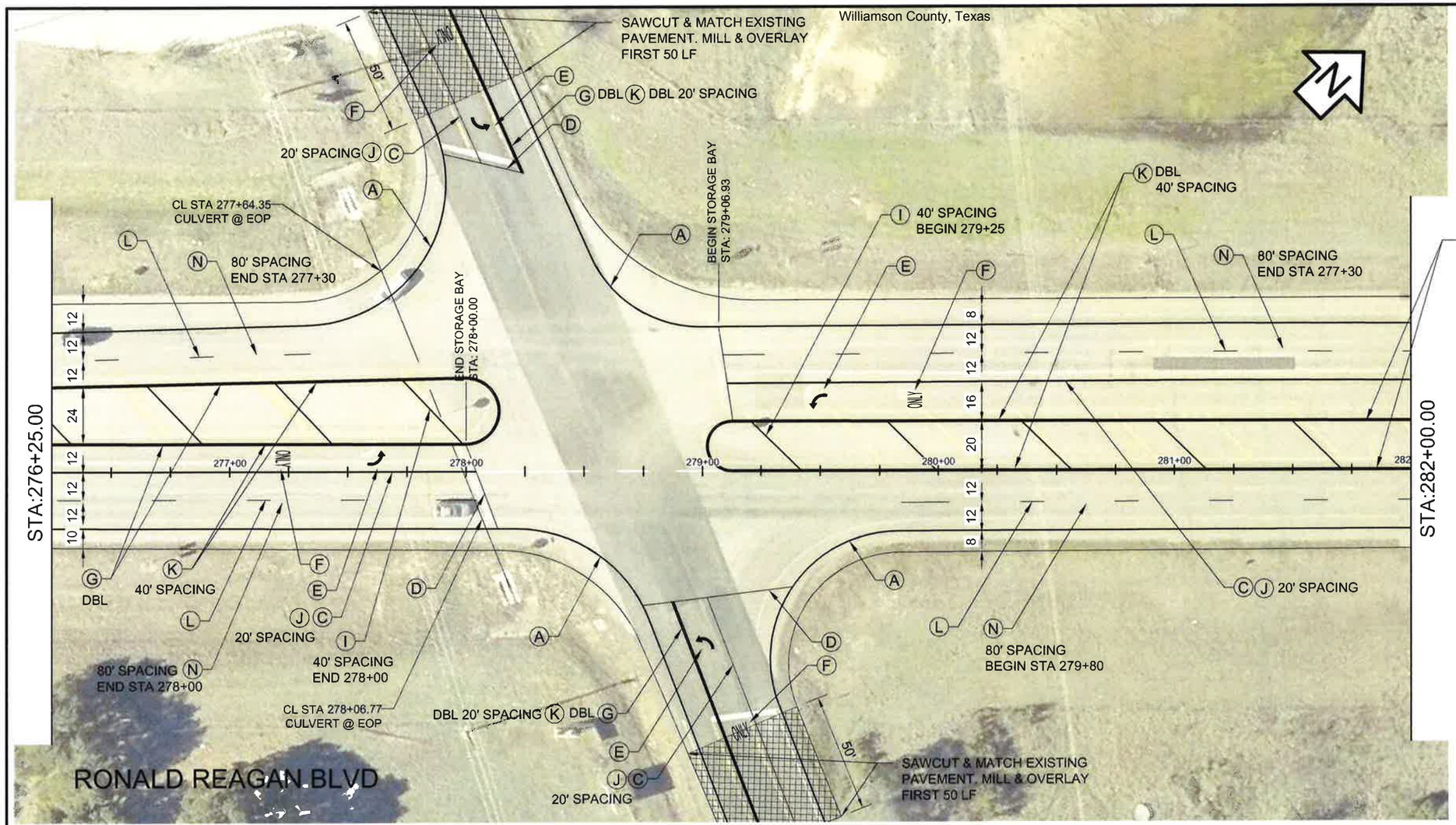
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CHECKED:	KQK
CAD DWG:	LEP
CHECKED:	KQK

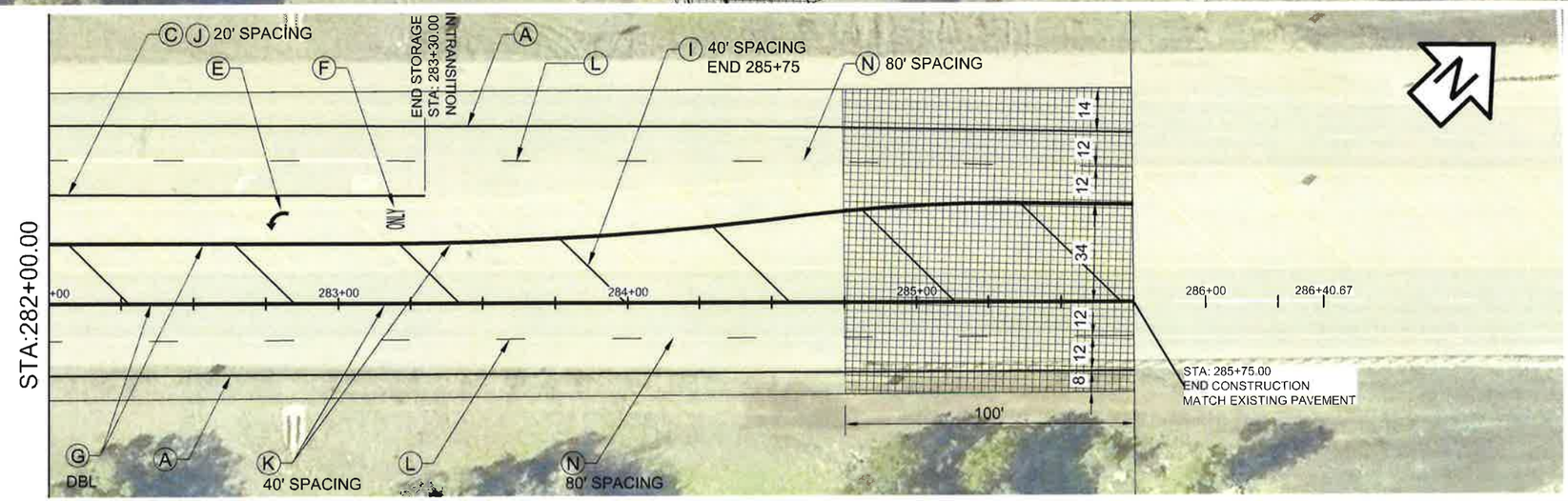
3151 S.E. INNER LOOP SUITE B
GEORGETOWN, TEXAS 78626
943-3330
www.wilco.org

SHEET 28

SHEET TAB: STA 264+75.00 - 276+25.00
PLOTTED BY: kkwan
PLOT TIME: May 23, 2017 - 7:57pm
DRAWING: P:_ROADWAYS\Ronald Reagan Blvd\Ronald Reagan North Ph 3\FY17 Overlay\Drawings\CPlans\Ronald Reagan N Ph 3 FY17 ROADWAY.dwg

Williamson County, Texas





50 0 25 50

LEGEND

EXISTING CONCRETE

UNDER SEAL, OVERLAY 2"

AREA TO BE MILLED

- (A) REFL PAV MRK TY I & II (W) 4" (SLD)
- (C) REFL PAV MRK TY I & II (W) 8" (SLD)
- (D) REFL PAV MRK TY I & II (W) 24" (SLD)
- (E) REFL PAV MRK TY I & II (W) (ARROW)
- (F) REFL PAV MRK TY I & II (W) (WORD)
- (G) REFL PAV MRK TY I & II (Y) 4" (SLD)
- (H) REFL PAV MRK TY I & II (Y) 4" (BRK)
- (I) REFL PAV MRK TY I & II (Y) 24" (SLD)
- (J) REFL PAV MRK TY I-C
- (K) REFL PAV MRK TY II-A-A
- (L) REFL PAV MRK TY I & II (W) 4" (BRK)
- (M) REFL PAV MRK TY I & II (w) (DBL ARROW)
- (N) REFL PAV MRK TY II-C-R

NOTE:

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STATE OF TEXAS
KON Q. KWAN
90584
LICENSED PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KON Q. KWAN, P.E. 90584 ON: 05/23/2017

NO	REVISION	BY	DATE

WILLIAMSON COUNTY
DEPT. OF INFRASTRUCTURE
ROAD & BRIDGE DIVISION

RONALD REAGAN BLVD FROM RM 2338 TO SH 195 FY 17 OVERLAY & STRIPING

DESIGNED:	KQK
CHECKED:	KQK
CAD DWG:	LEP
CHECKED:	KQK

3151 S.E. INNER LOOP SUITE B
GEORGETOWN, TEXAS 78626
943-3330
www.wilco.org

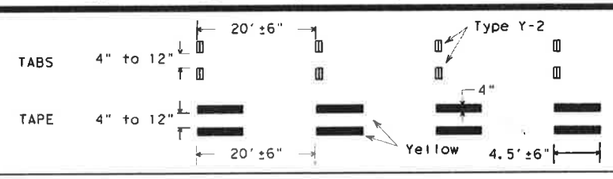
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SHEET TAB: STA 276+25.00 - 285+75.00
PLOTTED BY: kkwan
PLOT TIME: May 23, 2017 - 8:02pm
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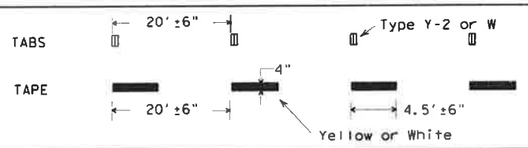
WORK ZONE SHORT TERM PAVEMENT MARKINGS DETAILS

SOLID LINES

DOUBLE NO-PASSING LINE

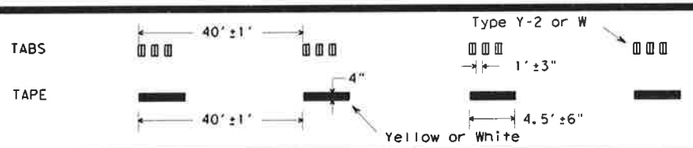


SINGLE NO-PASSING LINE or CHANNELIZATION LINE



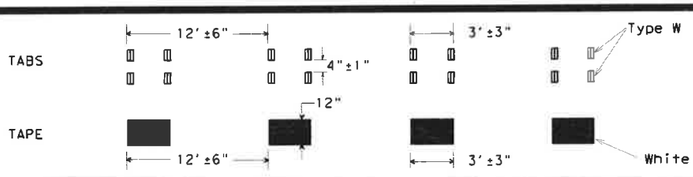
BROKEN LINES

(FOR CENTER LINE OR LANE LINE)

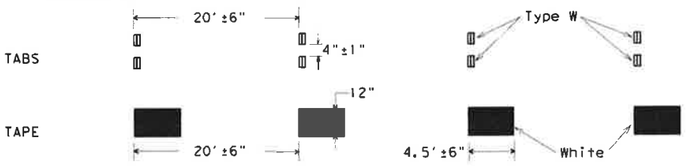


WIDE DOTTED LINES

(FOR LANE DROP LINES)



WIDE GORE MARKINGS



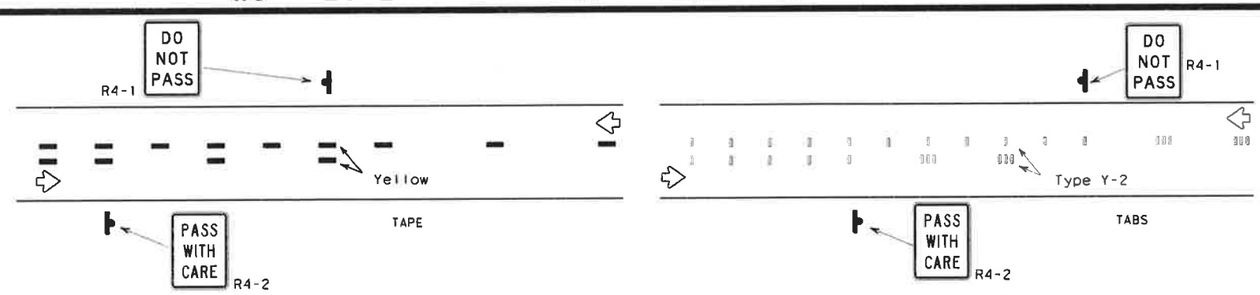
NOTES:

1. Short term pavement markings may be prefabricated markings (stick down tape) or temporary flexible-reflective roadway marker tabs unless otherwise specified elsewhere in plans.
2. Short term pavement markings shall NOT be used to simulate edge lines.
3. Dimensions indicated on this sheet are typical and approximate. Variations in size and height may occur between markers or devices made by manufacturers, by as much as 1/4 inch, unless otherwise noted.
4. Temporary flexible-reflective roadway marker tabs will require normal maintenance replacement when used on roadways with an ADT per lane of up to 7500 vehicles with no more than 10% truck mix. When roadways exceed these values, additional maintenance replacement of devices should be planned.
5. No segment of roadway open to traffic shall remain without permanent pavement markings for a period greater than 14 calendar days. The Contractor will be responsible for maintaining short term pavement markings until permanent pavement markings are in place. When the Contractor is responsible for placement of permanent pavement markings, no segment of roadway shall remain without permanent pavement markings for a period greater than 14 calendar days unless weather conditions prohibit placement. Permanent pavement markings shall be placed as soon as weather permits.
6. For two lane, two-way roadways, DO NOT PASS signs shall be erected to mark the beginning of sections where passing is prohibited and PASS WITH CARE signs shall be erected to mark the beginning of sections where passing is permitted. Signs shall be in accordance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) and may be used to indicate the limits of no-passing zones for up to 14 calendar days. Permanent pavement markings should then be placed.
7. For low volume two lane, two-way roadways of 4000 ADT or less, no-passing lines may be omitted when approved by the Engineer. DO NOT PASS and PASS WITH CARE signs shall be erected (see note 6).
8. For exit gores where a lane is being dropped place wide gore markings or retroreflective channelizing devices to guide motorist through the exit. If channelizing devices are to be used it should be noted elsewhere in the plans. One piece cones are not allowed for this purpose.

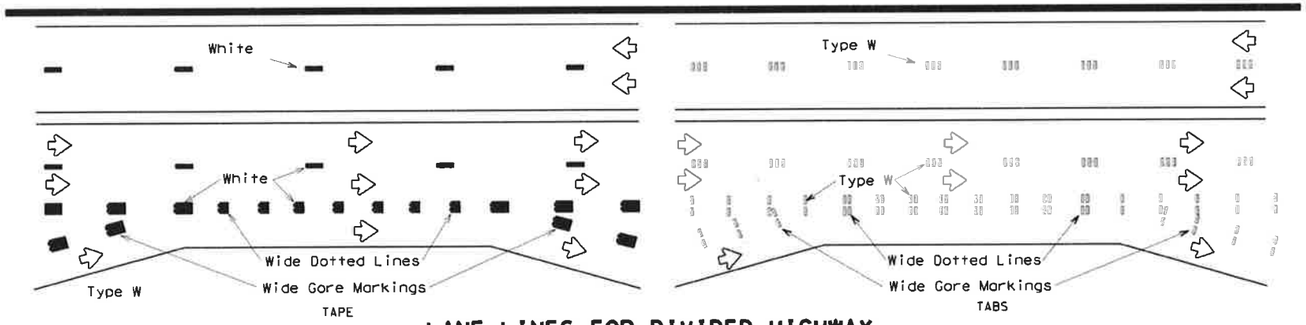
TEMPORARY FLEXIBLE, REFLECTIVE ROADWAY MARKER TABS (TABS)

1. Temporary flexible-reflective roadway marker tabs detailed on this sheet will be designated Type Y-2 (two amber reflective surfaces with yellow body); Type Y (one amber reflective surface with yellow body); and Type W (one white or silver reflective surface with white body). Additional details may be found on BC(11).
2. Tabs shall meet requirements of Departmental Material Specification DMS-8242.
3. When dry, tabs shall be visible for a minimum distance of 200 feet during normal daylight hours and when illuminated by automobile low-beam head light at night, unless sight distance is restricted by roadway geometrics.
4. No two consecutive tabs nor four tabs per 1000 feet of line shall be missing or fail to meet the visual performance requirements of Note 3.

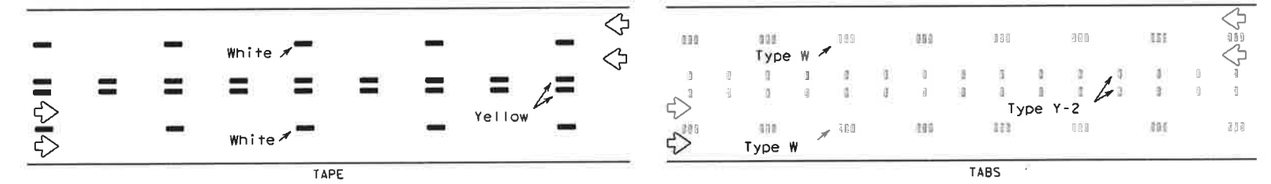
WORK ZONE SHORT TERM PAVEMENT MARKINGS PATTERNS



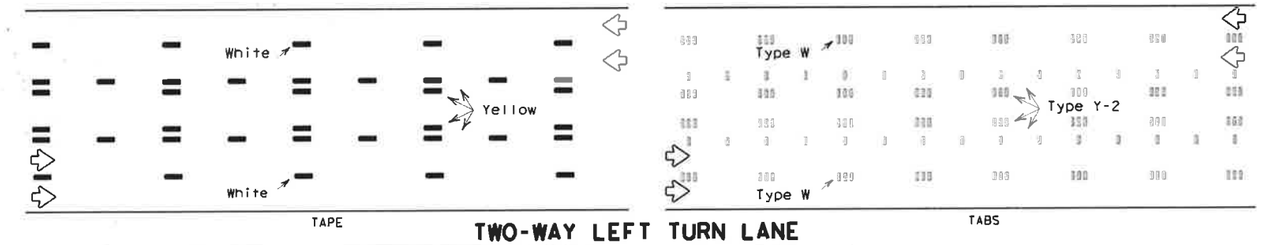
CENTER LINE & NO-PASSING ZONE BARRIER LINES FOR TWO LANE TWO-WAY HIGHWAYS



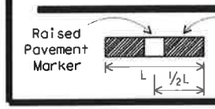
LANE LINES FOR DIVIDED HIGHWAY



LANE & CENTER LINES FOR MULTILANE UNDIVIDED HIGHWAYS



TWO-WAY LEFT TURN LANE



If raised pavement markers are used to supplement REMOVABLE short term markings, the markers shall be applied to the top of the tape at the approximate mid length of the tape. This allows an easier removal of raised markers and tape.

PREFABRICATED PAVEMENT MARKINGS

1. Temporary Removable Prefabricated Pavement Markings shall meet the requirements of DMS-8241.
2. Non-removable Prefabricated Pavement Markings shall meet the requirements of either DMS-8240 "Permanent Prefabricated Pavement Markings" or DMS-8243 "Temporary Costruction-Grade Prefabricated Pavement Markings."

RAISED PAVEMENT MARKERS

1. All raised pavement markers used for work zone markings shall meet the requirements of Item 672, "RAISED PAVEMENT MARKERS" and DMS-4200.

DEPARTMENTAL MATERIAL SPECIFICATIONS (DMS) & MATERIAL PRODUCER LISTS (MPL)

1. DMSs referenced above can be found along with embedded links to their respective MPLs at the following website:
   http://www.txdot.gov/business/contractors_consultants/material_specifications/default.htm

Texas Department of Transportation

Traffic Operations Division Standard

WORK ZONE SHORT TERM PAVEMENT MARKINGS

WZ(STPM)-13

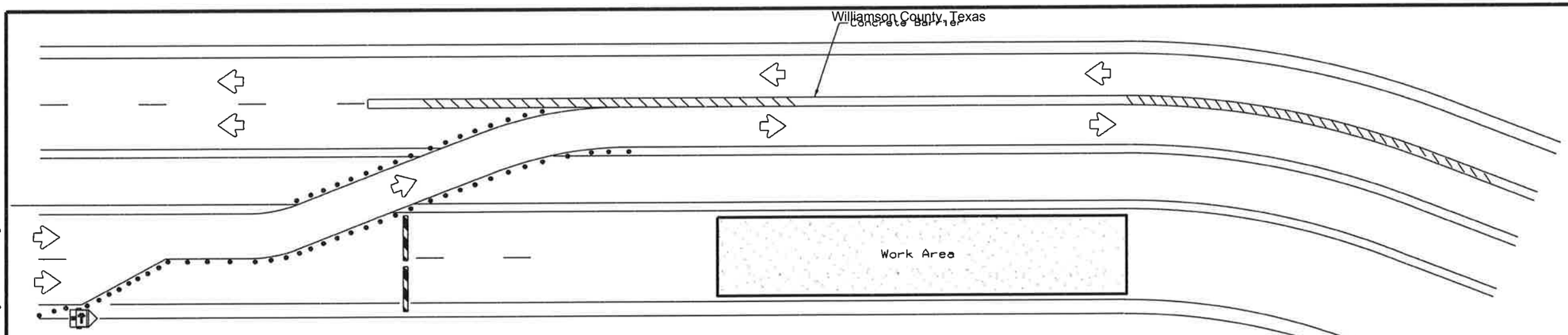
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©TxDOT	April 1992	CONT	SECT	JOB	HIGHWAY
REVISIONS					
1-97		DIST	COUNTY		SHEET NO.
3-03					30
7-13					

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DATE:
FILE:

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DATE:
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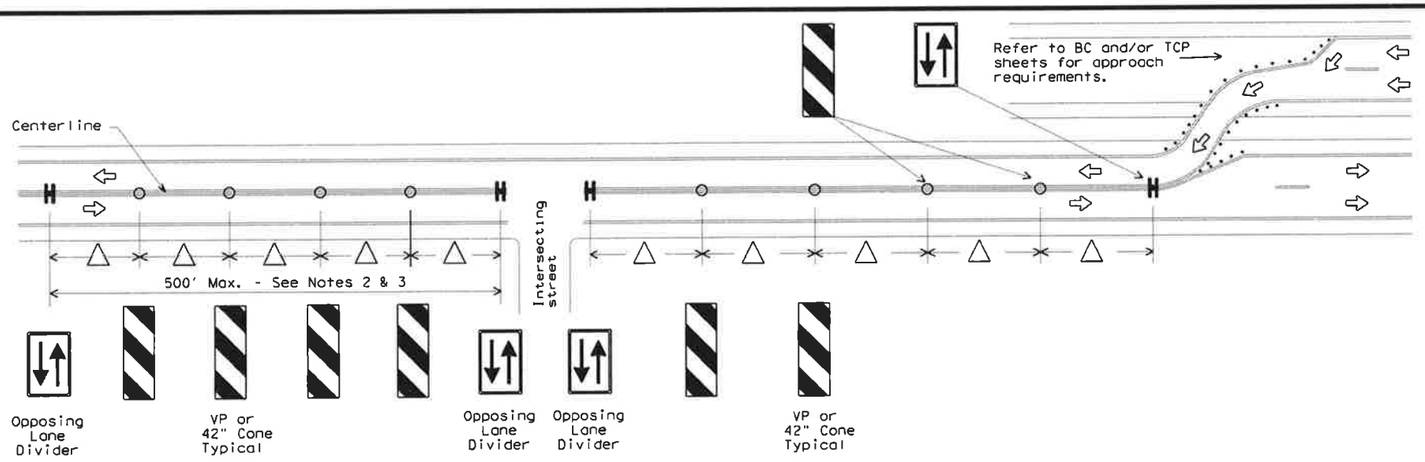


LEGEND	
	Type 3 Barricade
• • •	Channelizing Devices
	Trailer Mounted Flashing Arrow Board
	Sign
\ \ \ \	Safety glare fence

BARRIER DELINEATION WITH MODULAR GLARE SCREENS

NOTES:

1. Length of Safety Glare Fence will be specified elsewhere in the plans.
2. The cumulative nominal length of the modular units shall equal the length of the individual sections of temporary concrete traffic barrier on which they are installed so the joint between barrier sections will not be spanned by any one unit.
3. Panel/blades will be designed such that reflective sheeting conforming with Departmental Material Specification DMS-8300, Sign Face Materials, Type B or C Yellow, minimum size of 2 inches by 12 inches can be attached to the edge of the panel/blade. The sheeting shall be attached to one panel/blade per section of concrete barrier not to exceed a spacing of 30 feet. Barrier reflectors are not necessary when panel/blades are installed with reflective sheeting as described.
4. Payment for these devices will be under statewide Special Specification "Modular Glare Screens for Headlight Barrier."
5. This detail is only intended to show types of locations where Glare Screens would be appropriate. Required signing and other devices shall be as shown elsewhere in the plans.



VERTICAL PANELS & OPPOSING TRAFFIC LANE DIVIDERS (OTLD) SEPARATING TWO-WAY TRAFFIC ON NORMALLY DIVIDED HIGHWAYS

NOTES:

1. When two-lane, two way traffic control must be maintained on one roadway of a normally divided highway, opposing traffic shall be separated with either temporary traffic barriers, channelizing devices, or a temporary raised island throughout the length of the two way operation. The above Typical Application is intended to show the appropriate application of channelizing devices when they are used for this purpose. This is not a traffic control plan. If this detail is to be used for other types of roads or applications, those locations should be stated elsewhere in the plans.
2. △ Space devices according to the Tangent Spacing shown on the Device Spacing table on BC(9) but not exceeding 100'.
3. Every fifth device should be an OTLD except when spaced closer to accommodate an intersection. An OTLD should be the first device on each side of intersecting streets or roads.
4. Locations where surface mount bases with adhesives or self-righting devices will be required in order to maintain them in their proper position should be noted elsewhere in the plans.

DEPARTMENTAL MATERIAL SPECIFICATIONS	
SIGN FACE MATERIALS	DMS-8300
DELINEATORS AND OBJECT MARKERS	DMS-8600
MODULAR GLARE SCREENS FOR HEADLIGHT BARRIER	DMS-8610

Only pre-qualified products shall be used. A copy of the "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources and may be found at the following web address:
http://www.txdot.gov/txdot_library/publications/construction.htm

Texas Department of Transportation

Traffic Operations Division Standard

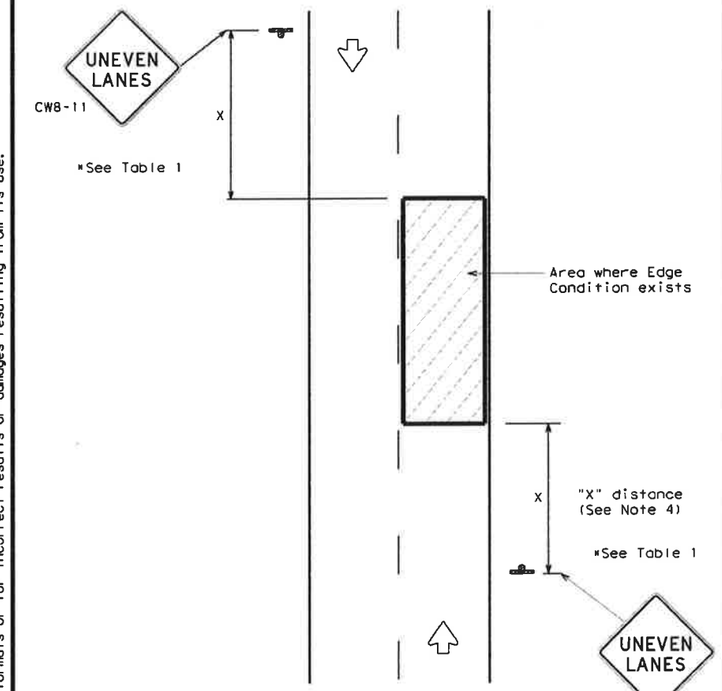
TRAFFIC CONTROL PLAN TYPICAL DETAILS

WZ(TD)-13

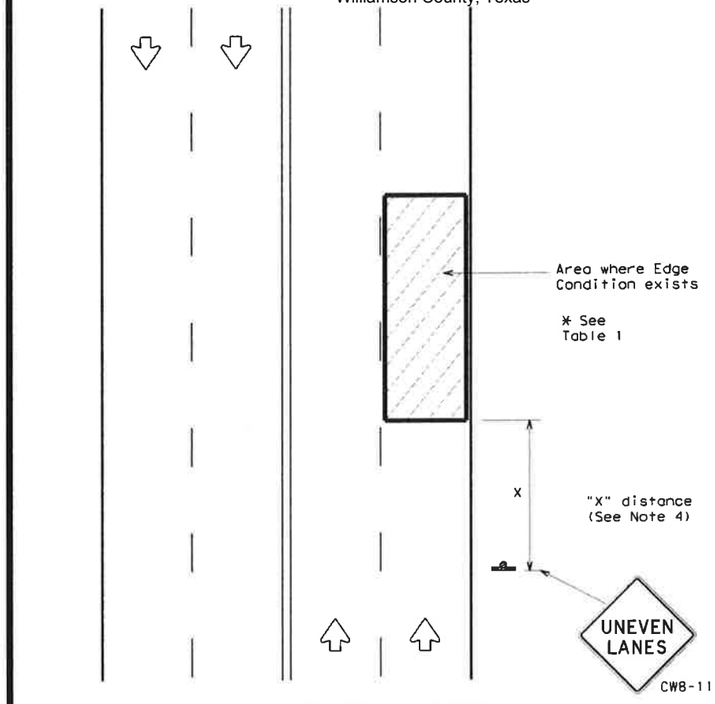
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REVISIONS	DIST	COUNTY		SHEET NO.
4-98				31
3-03				
7-13				

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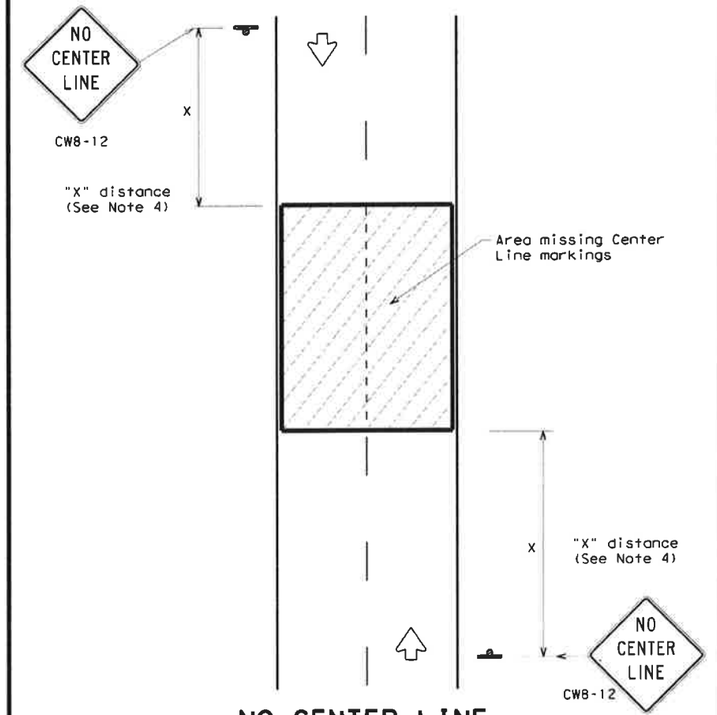
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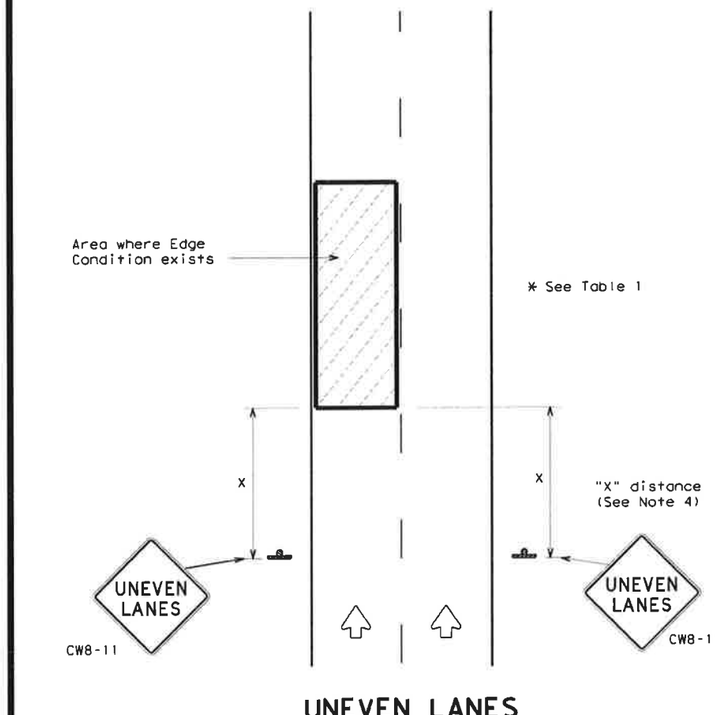
UNEVEN LANES
TWO LANE CONVENTIONAL ROAD



UNEVEN LANES
FOUR LANE CONVENTIONAL ROAD



NO CENTER LINE
TWO LANE CONVENTIONAL ROAD



UNEVEN LANES
DIVIDED ROADWAY

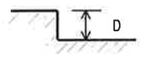
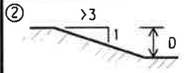
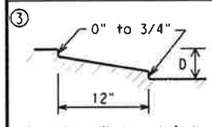
DEPARTMENTAL MATERIAL SPECIFICATIONS	
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240
TEMPORARY (REMOVABLE) PREFABRICATED PAVEMENT MARKINGS	DMS-8241
SIGN FACE MATERIALS	DMS-8300

COLOR	USAGE	SHEETING MATERIAL
ORANGE	BACKGROUND	TYPE B_{FL} OR TYPE C_{FL} SHEETING
BLACK	LEGEND & BORDERS	ACRYLIC NON-REFLECTIVE SHEETING

GENERAL NOTES

1. If spalling or holes occur, ROUGH ROAD (CW8-8) signs should be placed in advance of the condition and be repeated every two miles where the condition persists.
2. UNEVEN LANES (CW8-11) signs shall be installed in advance of the condition and repeated every mile. Signs installed along the uneven lane condition may be supplemented with the NEXT XX MILES (CW7-3aP) plaque or Advisory Speed (CW13-1P) plaque.
3. NO CENTER LINE (CW8-12) signs and temporary pavement markings as per the WZ(STPM) standard shall be installed if yellow centerlines separating two way traffic are obscured or obliterated. Repeat NO CENTER LINE signs every two miles where the center line markings are not in place. The signs and markings shall remain in place until permanent pavement markings are installed.
4. Signs shall be spaced at the distances recommended as per BC standards.
5. Additional signs may be required as directed by the Engineer. Signs shall remain in place until final surface is applied. Signs shall be considered subsidiary to Item 502 "BARRICADES, SIGNS AND TRAFFIC HANDLING."
6. Signs shall be fabricated and mounted on supports as shown on the BC standards and/or listed on the "Compliant Work Zone Traffic Control Devices" list.
7. Short term markings shall not be used to simulate edge lines.
8. All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas," latest edition.

TABLE 1

Edge Condition	Edge Height (D)	* Warning Devices
① 	Less than or equal to: 1¼" (maximum-planing) 1½" (typical-overlay)	Sign: CW8-11
	Distance "D" may be a maximum of 1 1/4 " for planing operations and 2" for overlay operations if uneven lanes with edge condition 1 are open to traffic after work operations cease.	
② 	Less than or equal to 3"	Sign: CW8-11
③  Notched Wedge Joint	Distance "D" may be a maximum of 3" if uneven lanes with edge condition 2 or 3 are open to traffic after work operations cease. Uneven lanes should not be open to traffic when "D" is greater than 3".	

TRAFFIC CONTROL DURING PLANING, OVERLAY AND LEVELING OPERATIONS ARE SHOWN ELSEWHERE IN THE PLANS.

MINIMUM WARNING SIGN SIZE	
Conventional roads	36" x 36"
Freeways/expressways, divided roadways	48" x 48"

Texas Department of Transportation

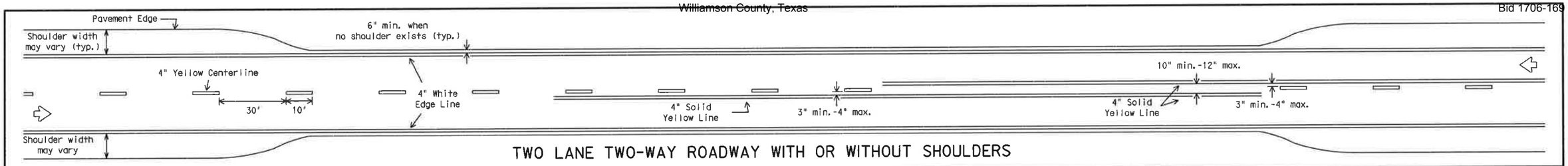
Traffic Operations Division Standard

SIGNING FOR UNEVEN LANES

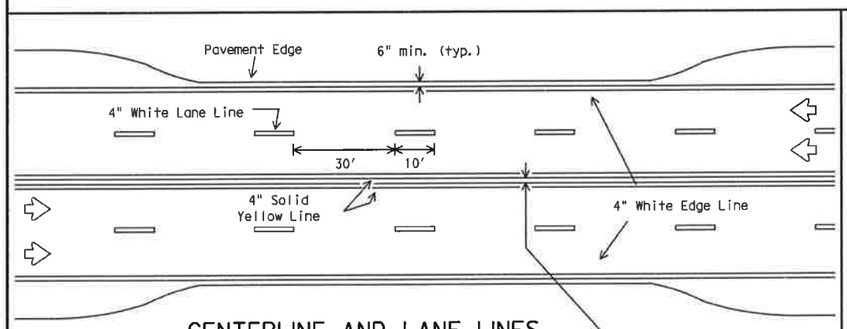
WZ(UL)-13

FILE: wzul-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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REVISIONS				
8-95 2-98 7-13	DIST	COUNTY		SHEET NO.
1-97 3-03				32

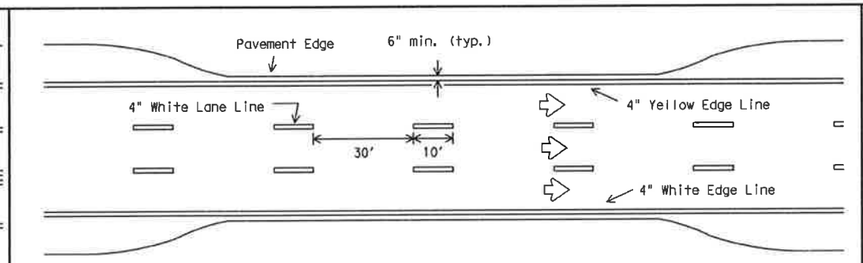
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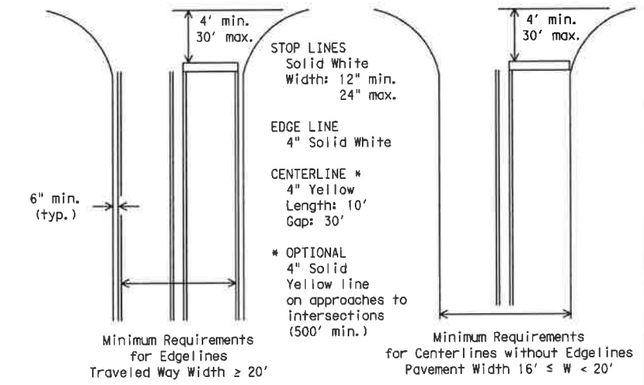
TWO LANE TWO-WAY ROADWAY WITH OR WITHOUT SHOULDERS



CENTERLINE AND LANE LINES FOUR LANE TWO-WAY ROADWAY WITH OR WITHOUT SHOULDERS

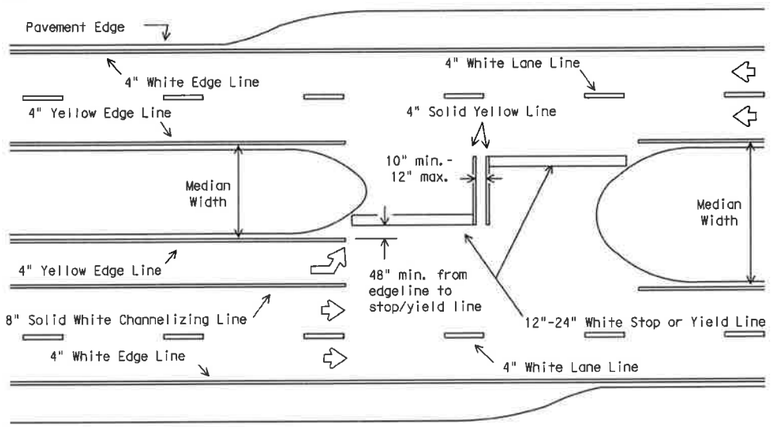


EDGE LINE AND LANE LINES ONE-WAY ROADWAY WITH OR WITHOUT SHOULDERS



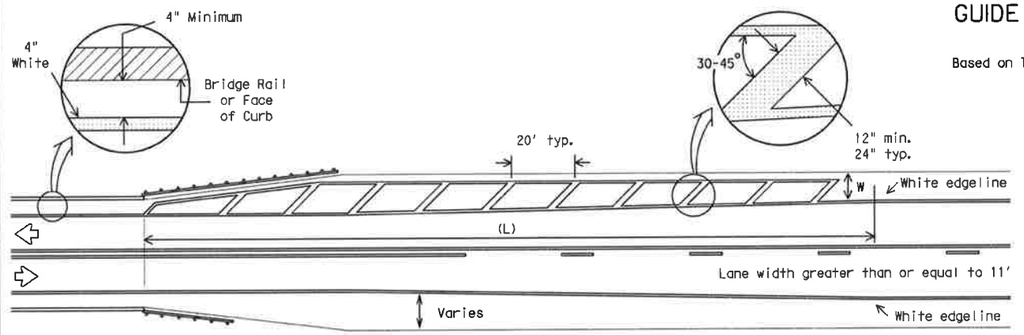
GUIDE FOR PLACEMENT OF STOP LINES, EDGE LINE & CENTERLINE

Based on Traveled Way and Pavement Widths for Undivided Highways



All medians shall be field measured to determine the location of necessary striping. Stop/Yield bars and centerlines shall be placed when the median width is greater than 30 ft. The median width is defined as the area between two roadways of a divided highway measured from edge of traveled way to edge of traveled way. The median excludes turn lanes. The median width might be different between intersections, interchanges and of opposite approaches of the same intersection. The narrow median width will be the controlling width to determine if markings are required.

FOUR LANE DIVIDED ROADWAY INTERSECTIONS



NOTES:

1. No-passing zone on bridge approach is optional but if used, it shall be a minimum 500 feet long.
2. For crosshatching length (L) see Table 1.
3. The width of the offset (W) and the required crosshatching width is the full shoulder width in advance of the bridge.
4. The crosshatching is not required if delineators or barrier reflectors are used along the structure.
5. For guard fence details, refer elsewhere in the plans.

ROADWAYS WITH REDUCED SHOULDER WIDTHS ACROSS BRIDGE OR CULVERT

TABLE 1 - TYPICAL LENGTH (L)

Posted Speed *	Formula
≤ 40	$L = \frac{WS^2}{60}$
≥ 45	L=WS

* 85th Percentile Speed may be used on roads where traffic speeds normally exceed the posted speed limit. Crosshatching length should be rounded up to nearest 5 foot increment.

L=Length of Crosshatching (FT.) W=Width of Offset (FT.) S=Posted Speed (MPH)

EXAMPLES:

An 8 foot shoulder in advance of a bridge reduces to 4 feet on a 70 MPH roadway. The length of the crosshatching should be:

$L = 8 \times 70 = 560$ ft.

A 4 foot shoulder in advance of a bridge reduces to 2 feet on a 40 MPH roadway. The length of the crosshatching should be:

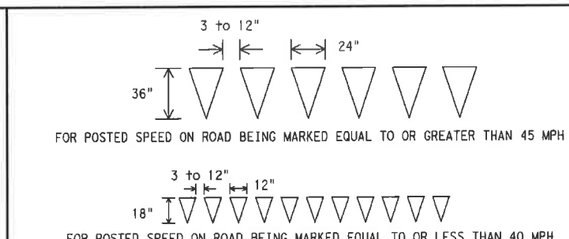
$L = 4(40)^2 / 60 = 106.67$ ft. rounded to 110 ft.

GENERAL NOTES

1. Edgeline striping shall be as shown in the plans or as directed by the Engineer. The edgeline should typically be placed a minimum of 6 inches from the edge of pavement. This distance may vary due to pavement raveling or other conditions. Edgelines are not required in curb and gutter sections of roadways.
2. The traveled way includes only that portion of the roadway used for vehicular travel and not the parking lanes, sidewalks, berms and shoulders. The traveled ways shall be measured from the inside of edgeline to inside of edgeline of a two lane roadway.

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



YIELD LINES

Texas Department of Transportation
Traffic Operations Division

TYPICAL STANDARD PAVEMENT MARKINGS

PM(1)-12

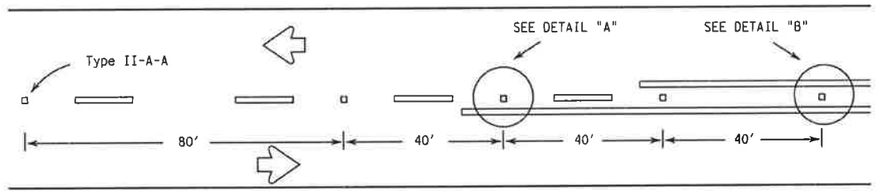
© TxDOT November 1978

REVISIONS	DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
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5-00				
8-00	DIST	COUNTY		SHEET NO.
3-03				33

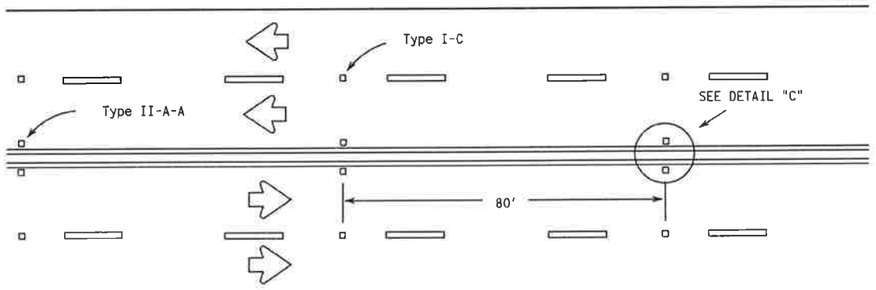
DATE:
FILE:

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REFLECTIVE RAISED PAVEMENT MARKERS FOR VEHICLE POSITIONING GUIDANCE

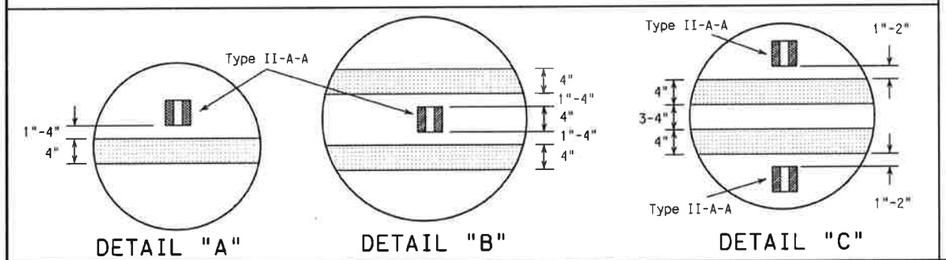


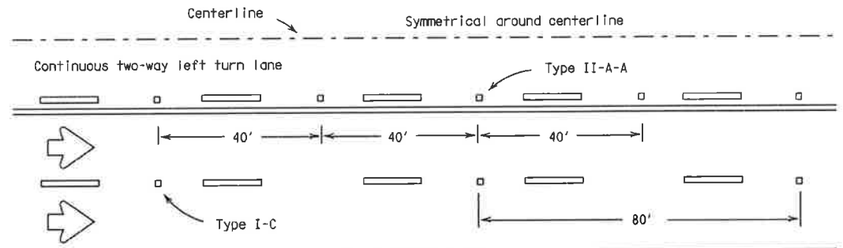
CENTERLINE FOR ALL TWO LANE ROADWAYS



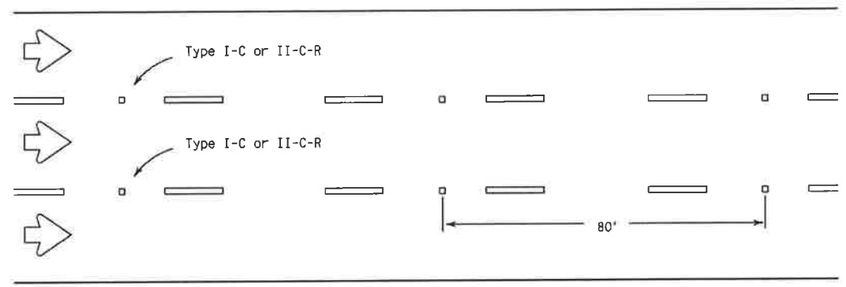
CENTERLINE & LANE LINES FOR FOUR LANE TWO-WAY HIGHWAYS

Raised pavement marker Type I-C, clear face toward normal traffic, shall be placed on 80-foot centers.



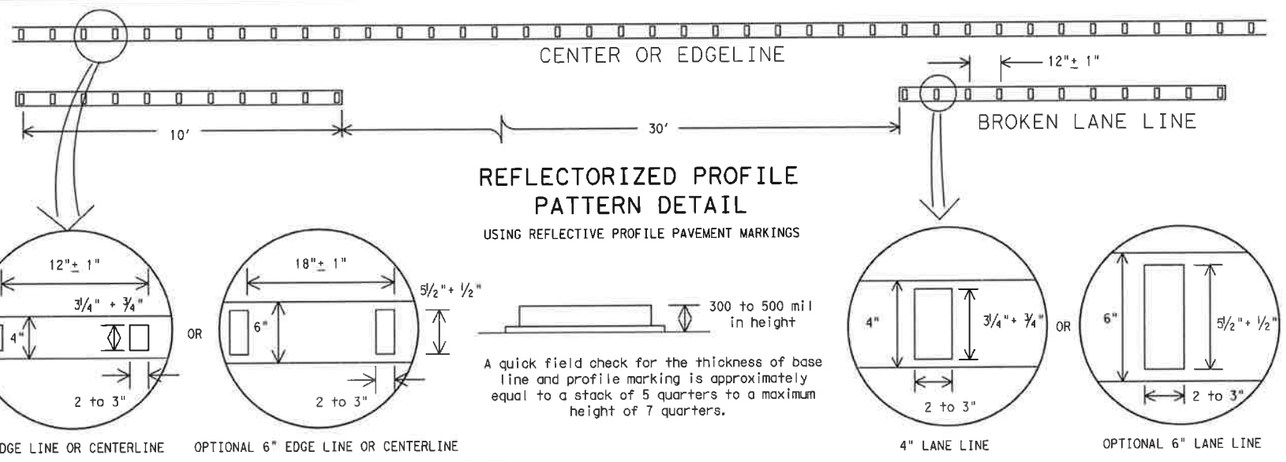


CENTERLINE AND LANE LINES FOR TWO-WAY LEFT TURN LANE



LANE LINES FOR ONE-WAY ROADWAY (NON-FREEWAY FACILITIES)

Raised pavement markers Type II-C-R shall have clear face toward normal traffic and red face toward wrong-way traffic.



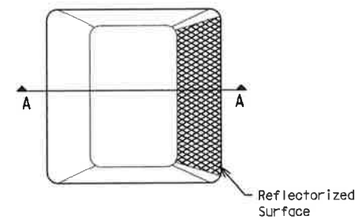
NOTE:
Profile markings shall not be placed on roadways with a posted speed limit of 45 MPH or less.

GENERAL NOTES

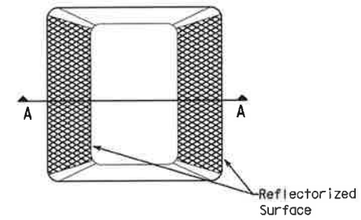
1. All raised pavement markers placed in broken lines shall be placed in line with and midway between the stripes.
2. On concrete pavements the raised pavement markers should be placed to one side of the longitudinal joints.

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

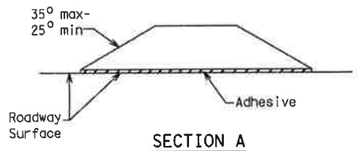
All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



Type I (Top View)



Type II (Top View)



SECTION A

RAISED PAVEMENT MARKERS

Texas Department of Transportation
Traffic Operations Division

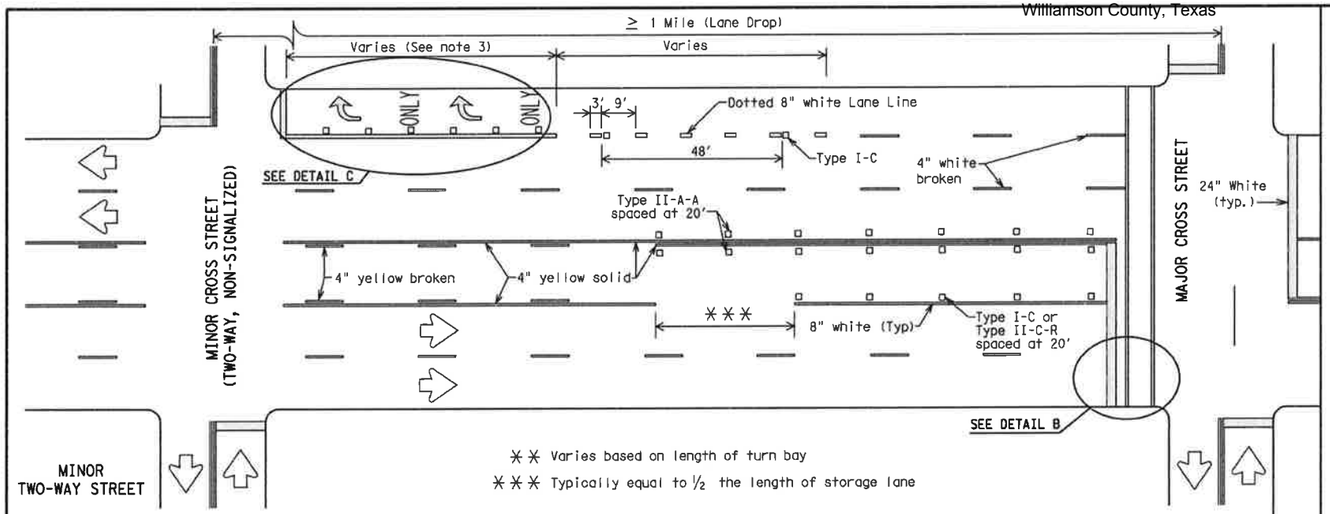
POSITION GUIDANCE USING RAISED MARKERS
REFLECTORIZED PROFILE MARKINGS
PM(2)-12

© TxDOT April 1977

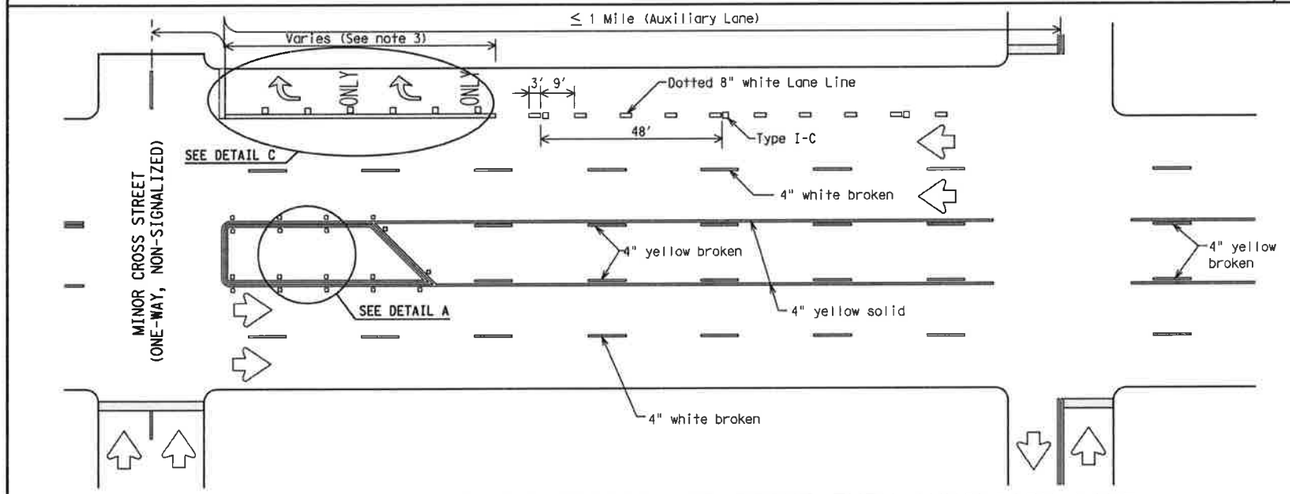
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4-92	2-10	CONT	SECT	JOB	HIGHWAY
5-00	2-12				
8-00		DIST	COUNTY		SHEET NO.
2-08					34

DATE:
FILE:

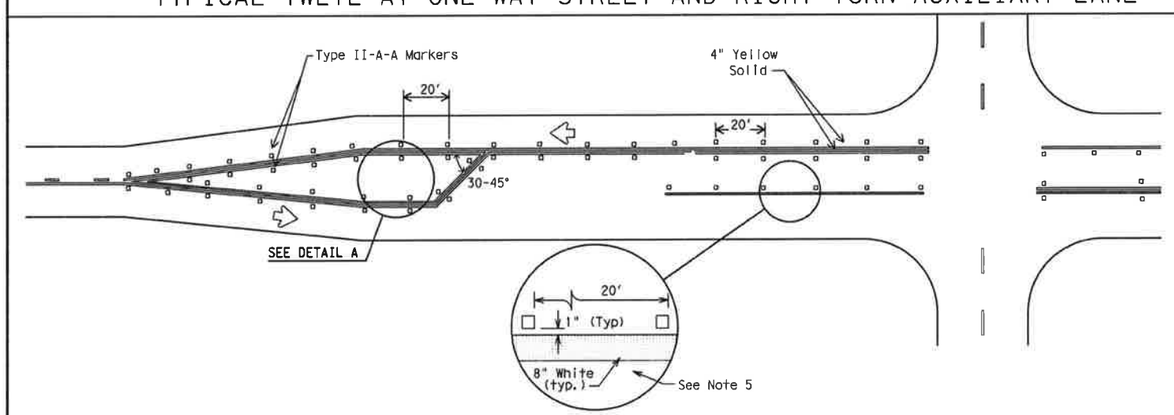
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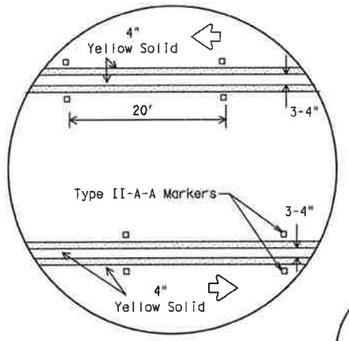
TYPICAL TWLTL AT TWO-WAY CROSS STREET AND RIGHT TURN LANE DROP



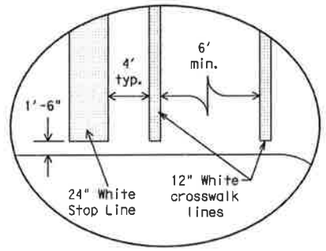
TYPICAL TWLTL AT ONE-WAY STREET AND RIGHT TURN AUXILIARY LANE



TYPICAL TWO-LANE HIGHWAY INTERSECTION WITH LEFT TURN BAYS

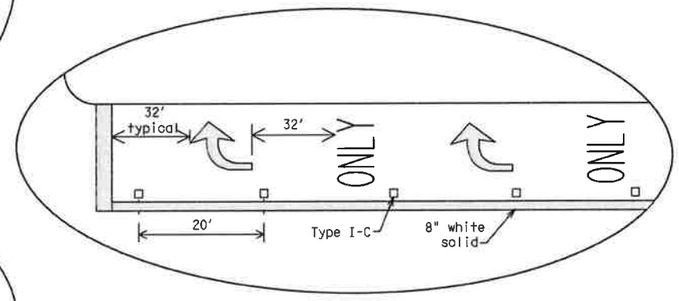


DETAIL A



Final placement of Stop Bar and Crosswalk shall be approved by the Engineer in the field.

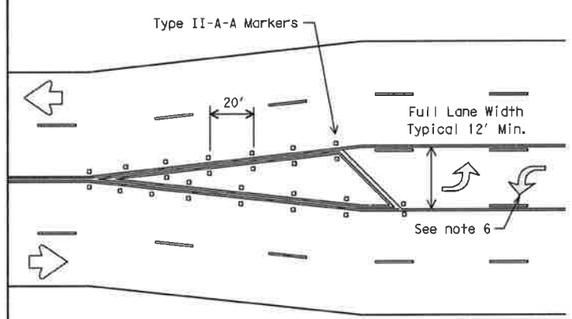
DETAIL B



DETAIL C

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



TYPICAL TRANSITION FOR TWLTL AND DIVIDED HIGHWAY

GENERAL NOTES

1. Refer elsewhere in plans for additional RPM placement and details.
2. Lane use word and arrow markings shall be used where through lanes approaching an intersection become mandatory turn lanes. Lane use word and arrow markings should be used in auxiliary lanes of substantial length. Lane use arrow markings or word and arrow markings may be used in other lanes and turn bays for emphasis. Details for words and arrows as shown in the Standard Highway Sign Designs for Texas.
3. When lane used word and arrow markings are used, two sets of arrows should be used if the length of the bay is greater than 180 feet. When a single lane use arrow or word and arrow marking is used for a short turn lane, it should be located at or near the upstream end of the full-width turn lane.
4. Other crosswalk paterns as shown in the "Texas Manual on Uniform Traffic Control Devices" may be used.
5. Raised pavement marker Type I-C with undivided highways, flush medians and two way left turn lanes. Raised pavement marker Type II-C-R with divided highways and raised medians.
6. A two-way left-turn (TWLT) lane-use arrow pavement marking should be used at or just downstream from the beginning of a two-way left-turn lane within a corridor. Repeating the marking after each intersection or dedicated turn bay is not required unless stated elsewhere in the plans.

Texas Department of Transportation
Traffic Operations Division

PAVEMENT MARKINGS FOR TWO-WAY LEFT TURN LANES DIVIDED HIGHWAYS AND RURAL LEFT TURN BAYS

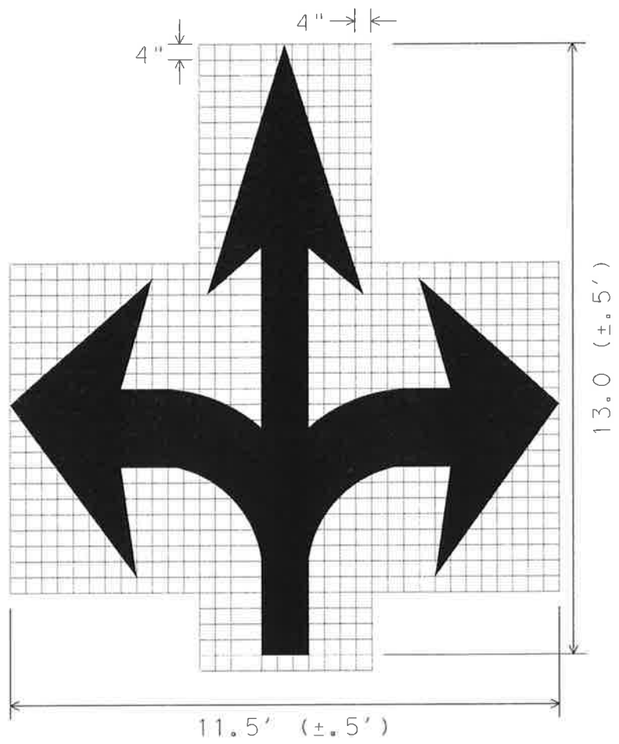
PM(3)-12

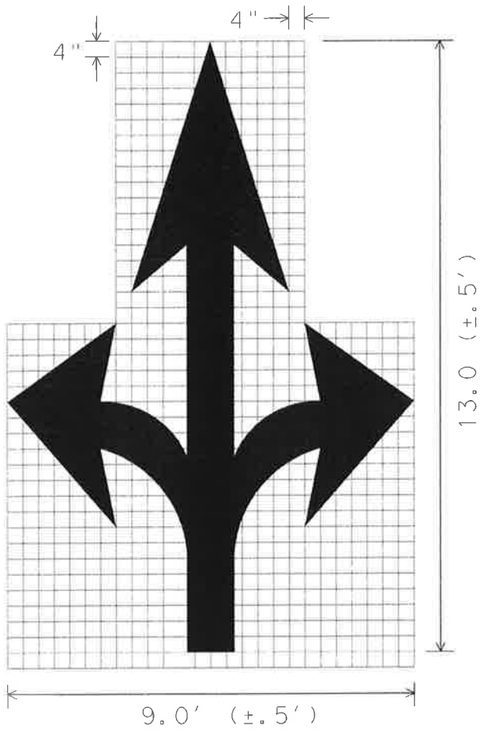
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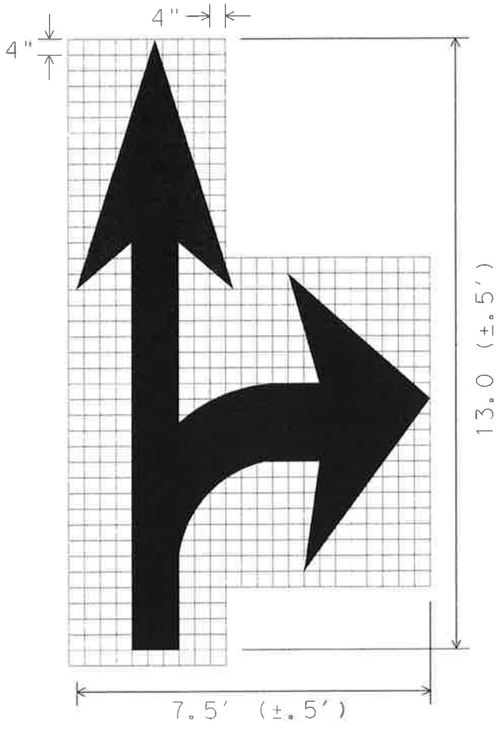
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5-00 2-12			
8-00			
3-03		DIST / COUNTY	SHEET NO.
2-10			35

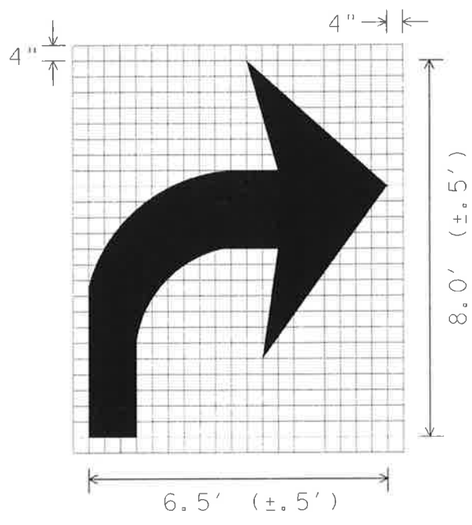
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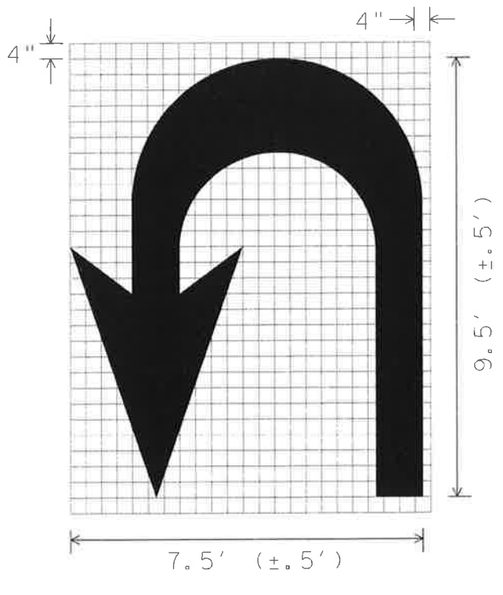
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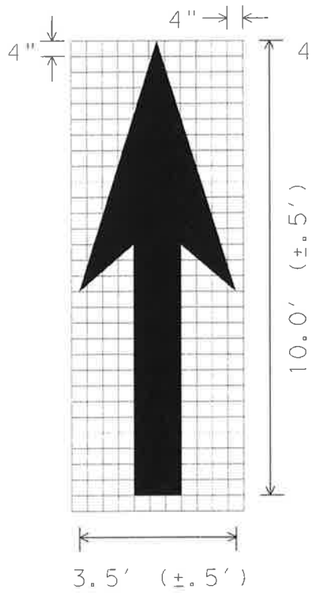


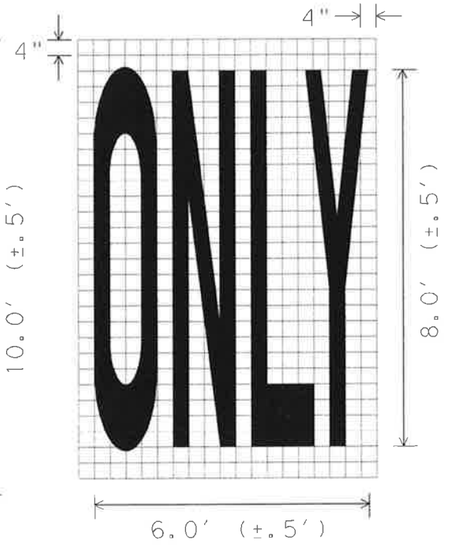












GENERAL NOTES;

1. Minimum 8 foot white markings should be used, unless otherwise noted. If message consists of more than one word, it should be placed with first word nearest the driver.
2. These details are standard size for normal installation; sizes may be reduced approximately one-third for low speed urban conditions; larger sizes may be needed for freeways, above average speed conditions or other critical locations.
3. The longitudinal space between markings should be at least four times the height of the markings, on low speed roads, but should not exceed ten times the height under any condition.
4. Markings considered appropriate for use when warranted include the following:
   A. Regulatory
      STOP
      RIGHT (LEFT) TURN ONLY
      25 MPH
      SYMBOL ARROWS
   B. Warning
      STOP AHEAD
      SIGNAL AHEAD
      SCHOOL
      SCHOOL X-ING
      PED X-ING
      R X R (see RCPM standard)
   C. Guide
      US XXX
      ROUTE XXX
      STATE XXX
      Other words or symbols may be necessary under certain conditions
5. Uncontrolled use of pavement markings can result in driver confusion. Word and symbol markings should be no more than three lines.
6. The word "STOP" shall not be used on the pavement unless accompanied by a Stop line and Stop sign. The word "STOP" shall not be placed on the pavement in advance to a stop line, unless every vehicle is required to stop at all times.
7. Pavement markings should generally be no more than one lane in width, with School messages being the exception. For details of School and School crossing pavement markings, refer to Part VII of the "Texas Manual on Uniform Traffic Control Devices".
8. Spacing between letters should be approximately 4 inches. The width of letters may vary depending on the width of the travel lanes.
9. Lane-Use arrow markings may be used to convey either guidance or mandatory messages. Arrows used to convey a mandatory movement must be accompanied by standard signs and the pavement marking word "ONLY".
10. Pavement markings are to be located as specified elsewhere in the plans.

SPACING BETWEEN LINES OF PAVEMENT MARKINGS	
MPH	SPACING
≤ 45	MINIMUM 4 TIMES THE LETTER HEIGHT
> 45	MINIMUM - 4 TIMES THE LETTER HEIGHT MAXIMUM - 10 TIMES THE LETTER HEIGHT

STANDARD PLANS
Texas Department of Transportation
Traffic Operations Division

STANDARD PAVEMENT MARKINGS (ARROWS)

PM(6)-01

© TxDOT March 2001	DW:	CK: GRB	DC: FDN	CK: CAL
REVISIONS	CONT. DISTRICT	FEDERAL REGION	FEDERAL AID PROJECT	SHEET
		6		36
	COUNTY		CONTROL	SECTION	JOB	HIGHWAY

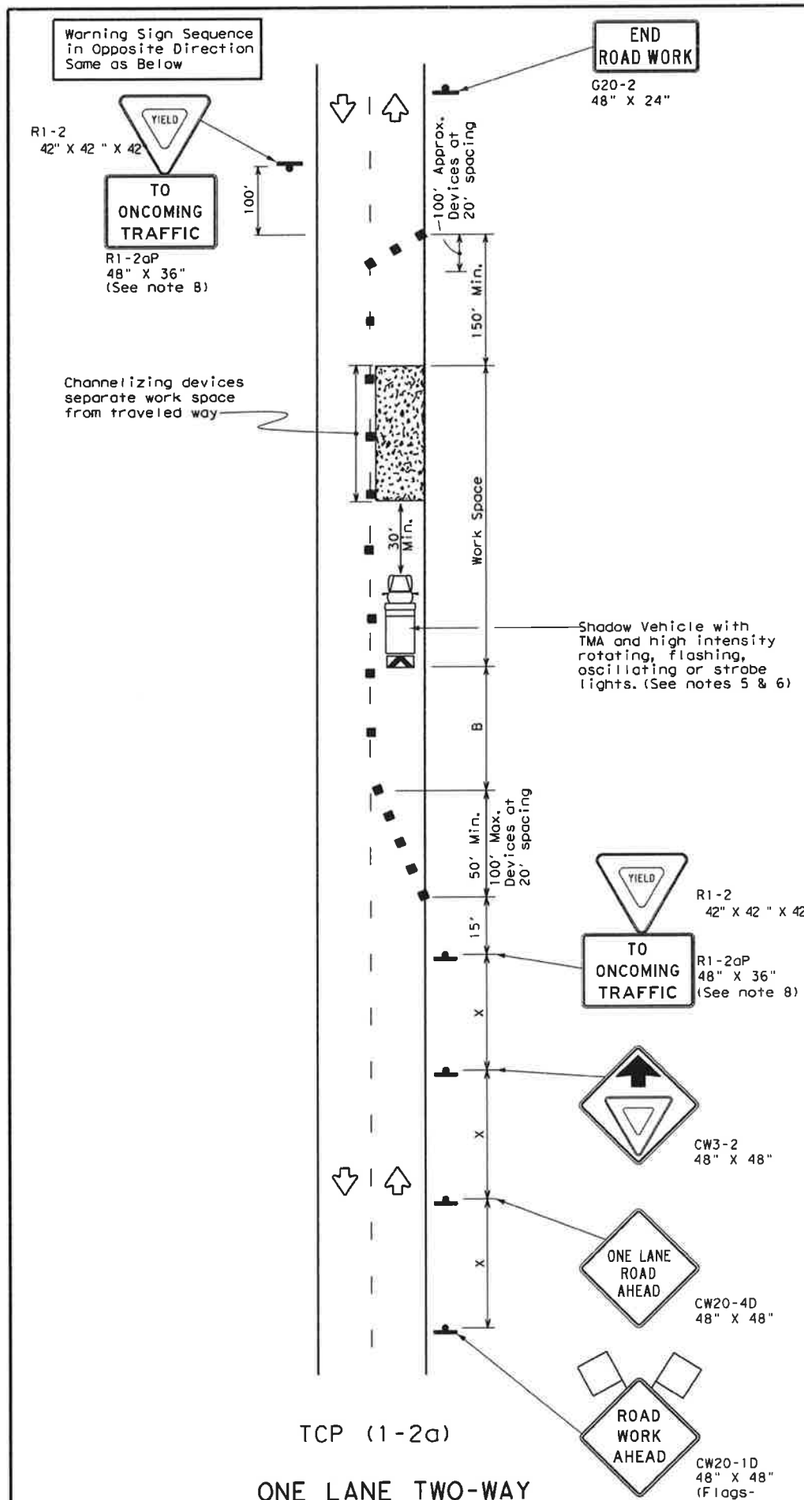
22H

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DATE:
FILE:

Williamson County, Texas

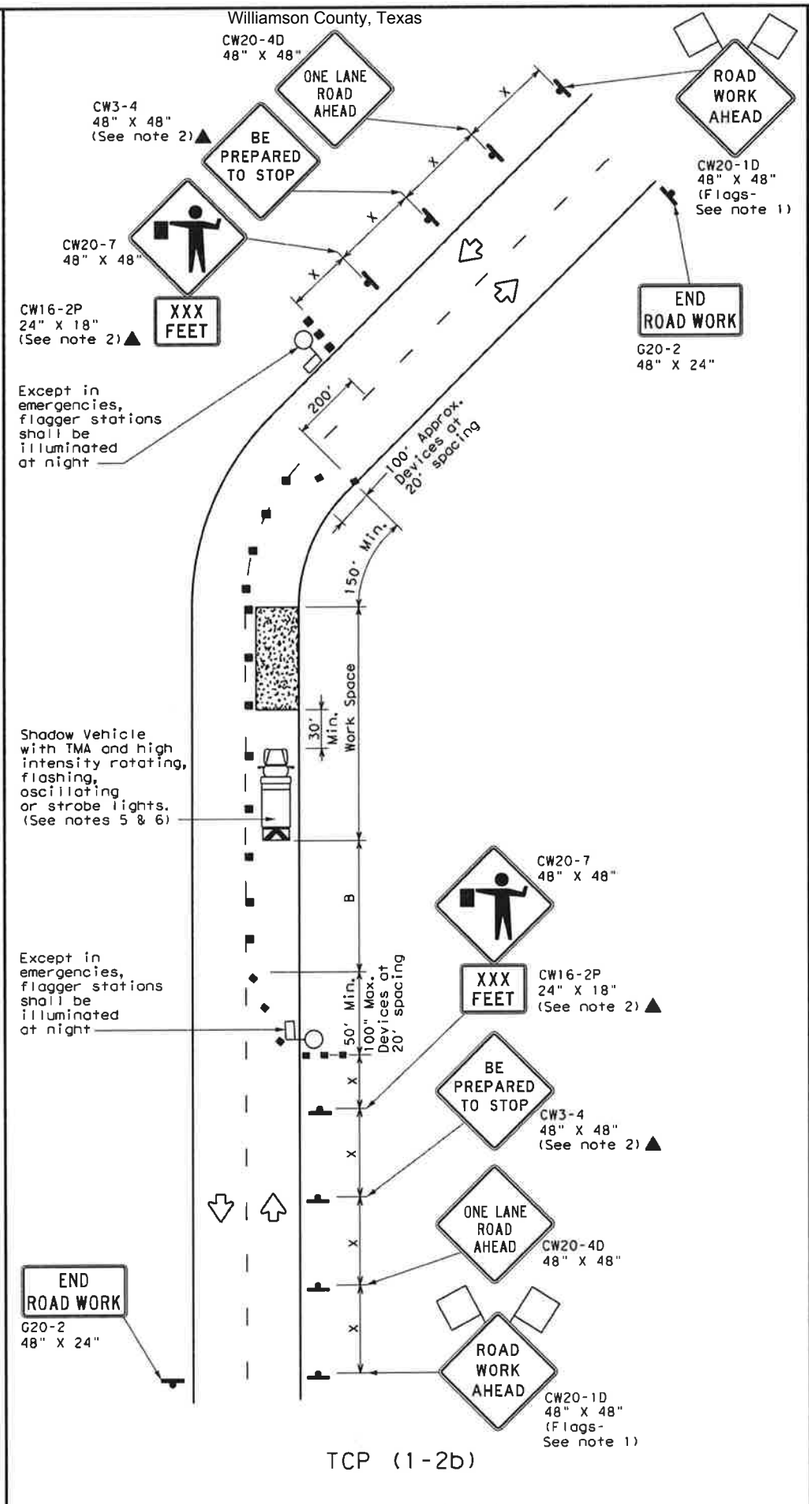
Bid 1706-169



TCP (1-2a)

ONE LANE TWO-WAY CONTROL WITH YIELD SIGNS

(Less than 2000 ADT - See note 7)



TCP (1-2b)

ONE LANE TWO-WAY CONTROL WITH FLAGGERS

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45	L=WS	450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4D "ONE LANE ROAD AHEAD" sign, but proper sign spacing shall be maintained.
4. Sign spacing may be increased or an additional CW20-1D "ROAD WORK AHEAD" sign may be used if advance warning ahead of the flagger or R1-2 "YIELD" sign is less than 1500 feet.
5. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
6. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.

TCP (1-2a)

7. R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work spaces should be no longer than one half city block. In rural areas on roadways with less than 2000 ADT, work spaces should be no longer than 400 feet.
8. R1-2 "YIELD" sign with R1-2aP "TO ONCOMING TRAFFIC" plaque shall be placed on a support at a 7 foot minimum mounting height.

TCP (1-2b)

9. Flaggers should use two-way radios or other methods of communication to control traffic.
10. Length of work space should be based on the ability of flaggers to communicate.
11. If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain adequate stopping sight distance to the flagger and a queue of stopped vehicles (see table above).
12. Channelizing devices on the center-line may be omitted when a pilot car is leading traffic and approved by the Engineer.
13. Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN ONE-LANE TWO-WAY TRAFFIC CONTROL

TCP(1-2)-12

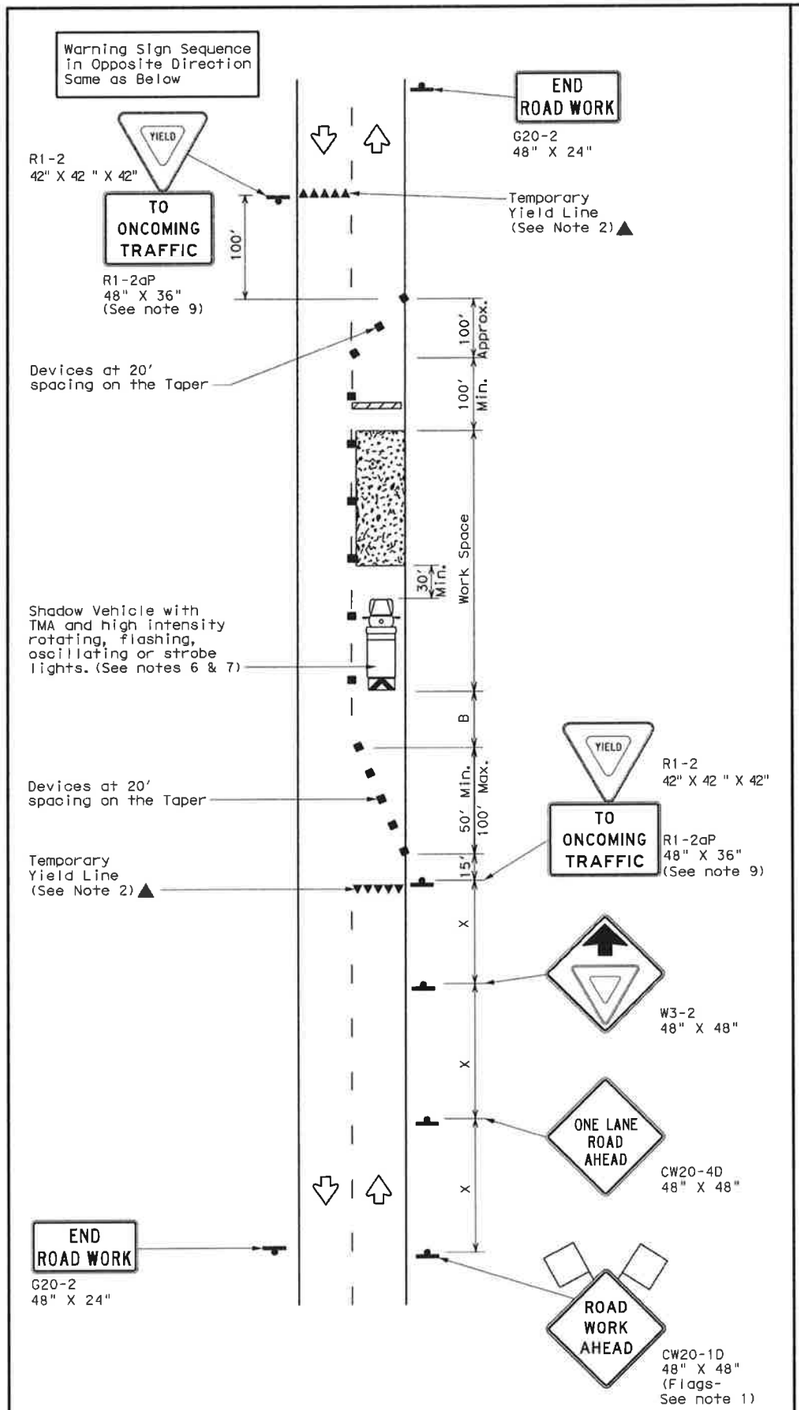
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DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
CONT	SECT	JOB	HIGHWAY
DIST	COUNTY		SHEET NO.

REVISIONS
4-90 2-12
2-94
1-97
4-98

37

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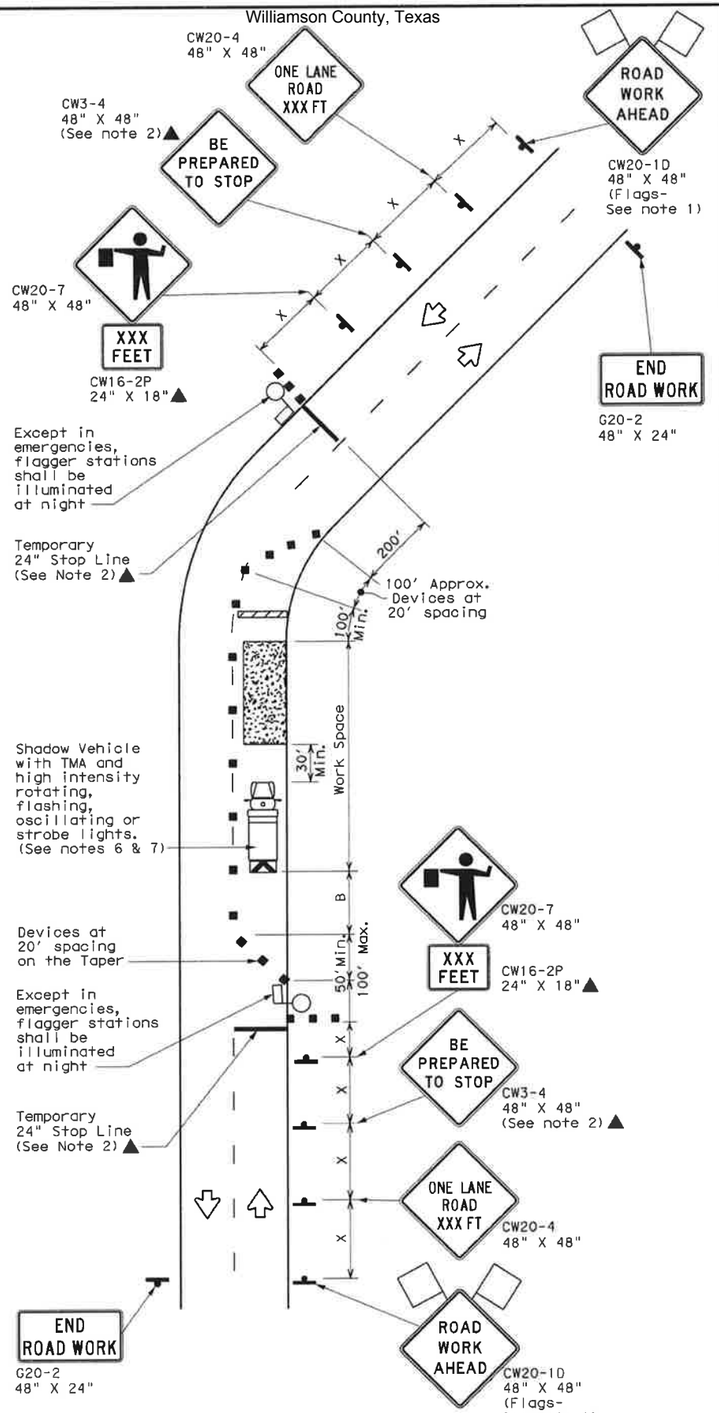
TCP (2-2a)

2-LANE ROADWAY WITHOUT PAVED SHOULDERS

ONE LANE TWO-WAY

CONTROL WITH YIELD SIGNS

(Less than 2000 ADT - See Note 9)



TCP (2-2b)

2-LANE ROADWAY WITHOUT PAVED SHOULDERS

ONE LANE TWO-WAY

CONTROL WITH FLAGGERS

LEGEND			
	Type 3 Barricade	■ ■	Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45	L=WS	450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

* Conventional Roads Only

** Taper lengths have been rounded off.

L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓	✓	

GENERAL NOTES

1. Flags attached to signs where shown, are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4 "ONE LANE ROAD XXX FT" sign, but proper sign spacing shall be maintained.
4. Flaggers should use two-way radios or other methods of communication to control traffic.
5. Length of work space should be based on the ability of flaggers to communicate.
6. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
7. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect a wider work space.

TCP (2-2a)

8. The R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work space should be no longer than one half city block. In rural areas, roadways with less than 2000 ADT, work space should be no longer than 400 feet.
9. The R1-2aP "YIELD TO ONCOMING TRAFFIC" sign shall be placed on a support at a 7 foot minimum mounting height.

TCP (2-2b)

10. Channelizing devices on the center line may be omitted when a pilot car is leading traffic and approved by the Engineer.
11. If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain stopping sight distance to the flagger and a queue of stopped vehicles. (See table above).
12. Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situtations.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN ONE-LANE TWO-WAY TRAFFIC CONTROL

TCP(2-2)-12

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REVISIONS
8-95 2-12
1-97
4-98
3-03

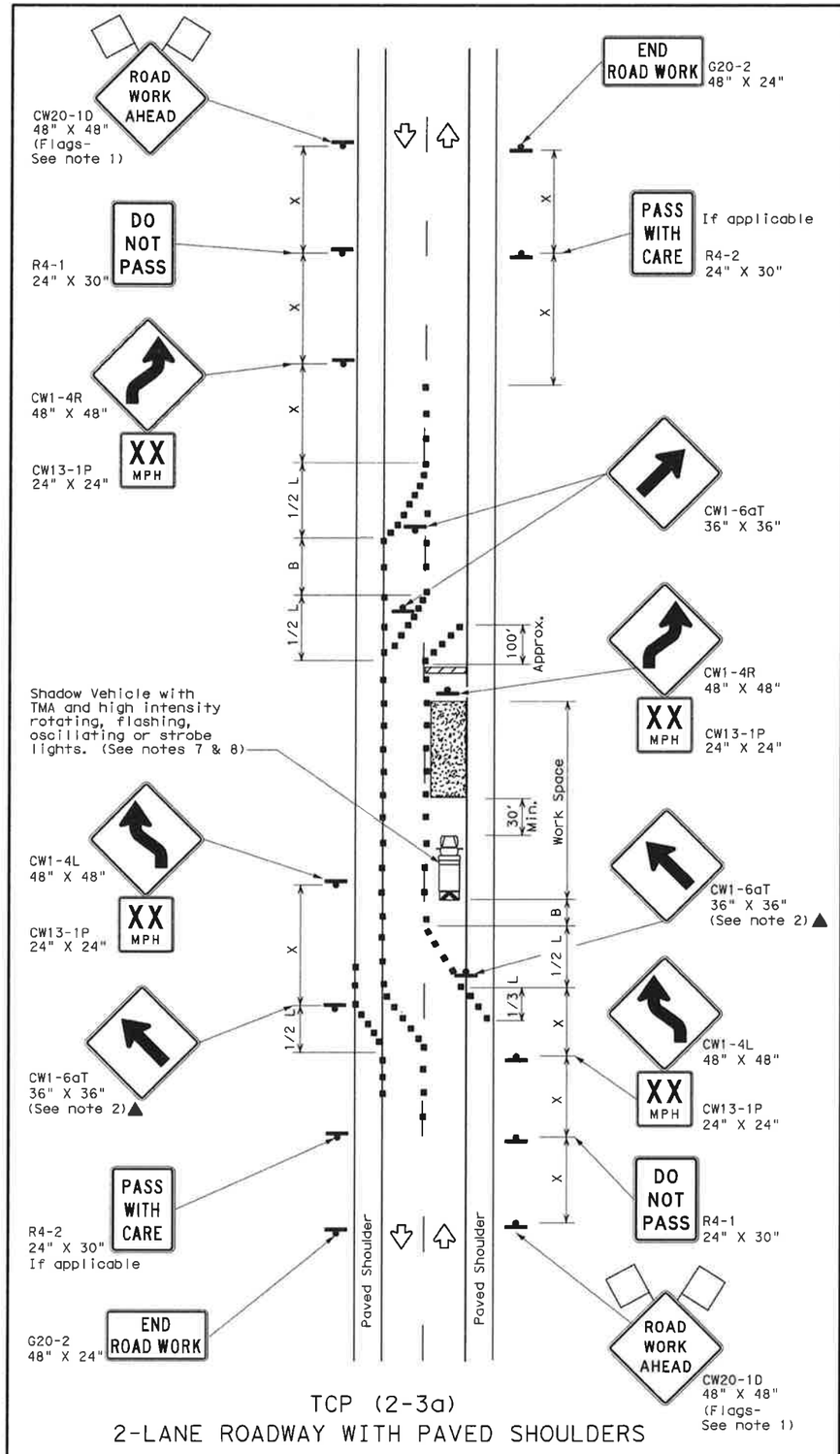
CONT	SECT	JOB	HIGHWAY

DIST	COUNTY	SHEET NO.
		38

DATE:
FILE:

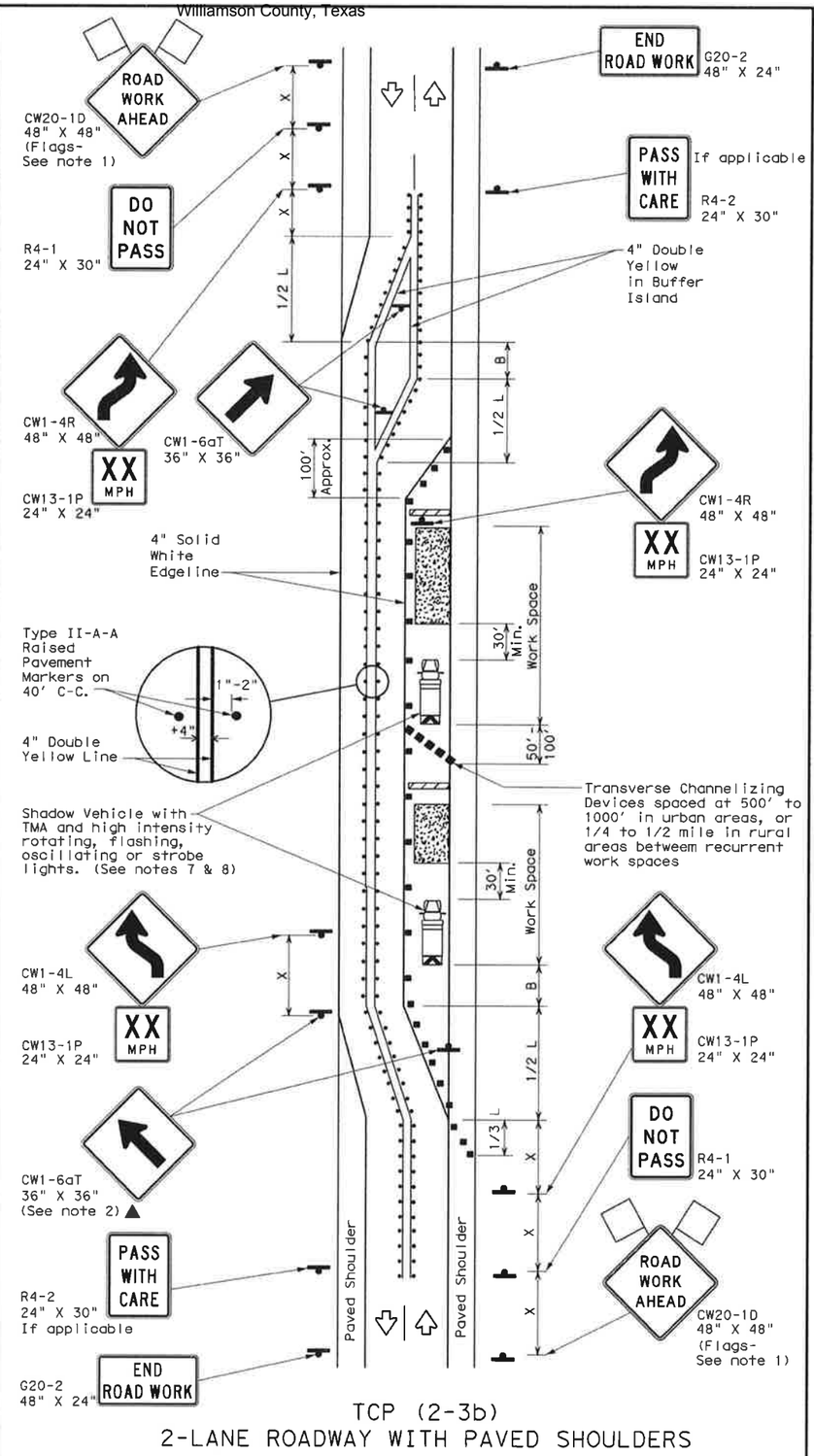
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DATE:



TCP (2-3a)
2-LANE ROADWAY WITH PAVED SHOULDERS

ONE LANE CLOSED
ADEQUATE FIELD OF VIEW



TCP (2-3b)
2-LANE ROADWAY WITH PAVED SHOULDERS

ONE LANE CLOSED
INADEQUATE FIELD OF VIEW

LEGEND			
	Type 3 Barricade	■■	Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	••••	Raised Pavement Markers Ty II-AA
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
				TCP(2-3b)ONLY
			✓	✓

GENERAL NOTES

1. Flags attached to signs where shown, are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. When work space will be in place less than three days existing pavement markings may remain in place. Channelizing devices shall be used to separate traffic.
4. Flagger control should NOT be used unless roadway conditions or heavy traffic volume require additional emphasis to safely control traffic. Flagger should be positioned at end of traffic queue.
5. The R4-1 "DO NOT PASS," R4-2 " PASS WITH CARE" and construction regulatory speed zone signs may be installed within CW20-1D "ROAD WORK AHEAD" signs. Proper spacing of signs shall be maintained.
6. Conflicting pavement marking shall be removed for long term projects.
7. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted.
8. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect a wider work space.

TCP (2-3a)

9. Conflicting pavement markings shall be removed for long-term projects. For shorter durations where traffic is directed over a yellow centerline, channelizing devices which separate two-way traffic should be spaced on tapers at 20' or 15' if posted speeds are 35 mph or slower, and for tangent sections, at 1/2(S) where S is the speed in mph. This tighter device spacing is intended for the area of the conflicting markings, not the entire work zone.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN TRAFFIC SHIFTS ON TWO-LANE ROADS

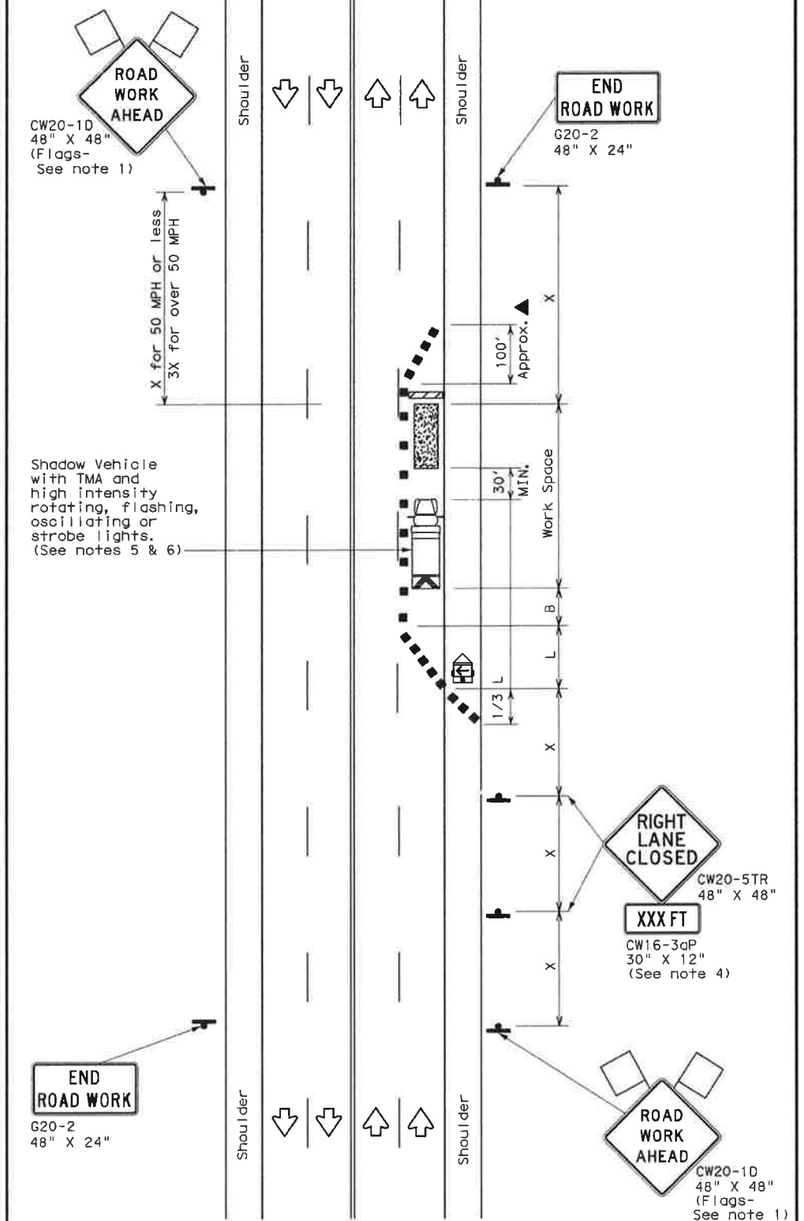
TCP(2-3)-12

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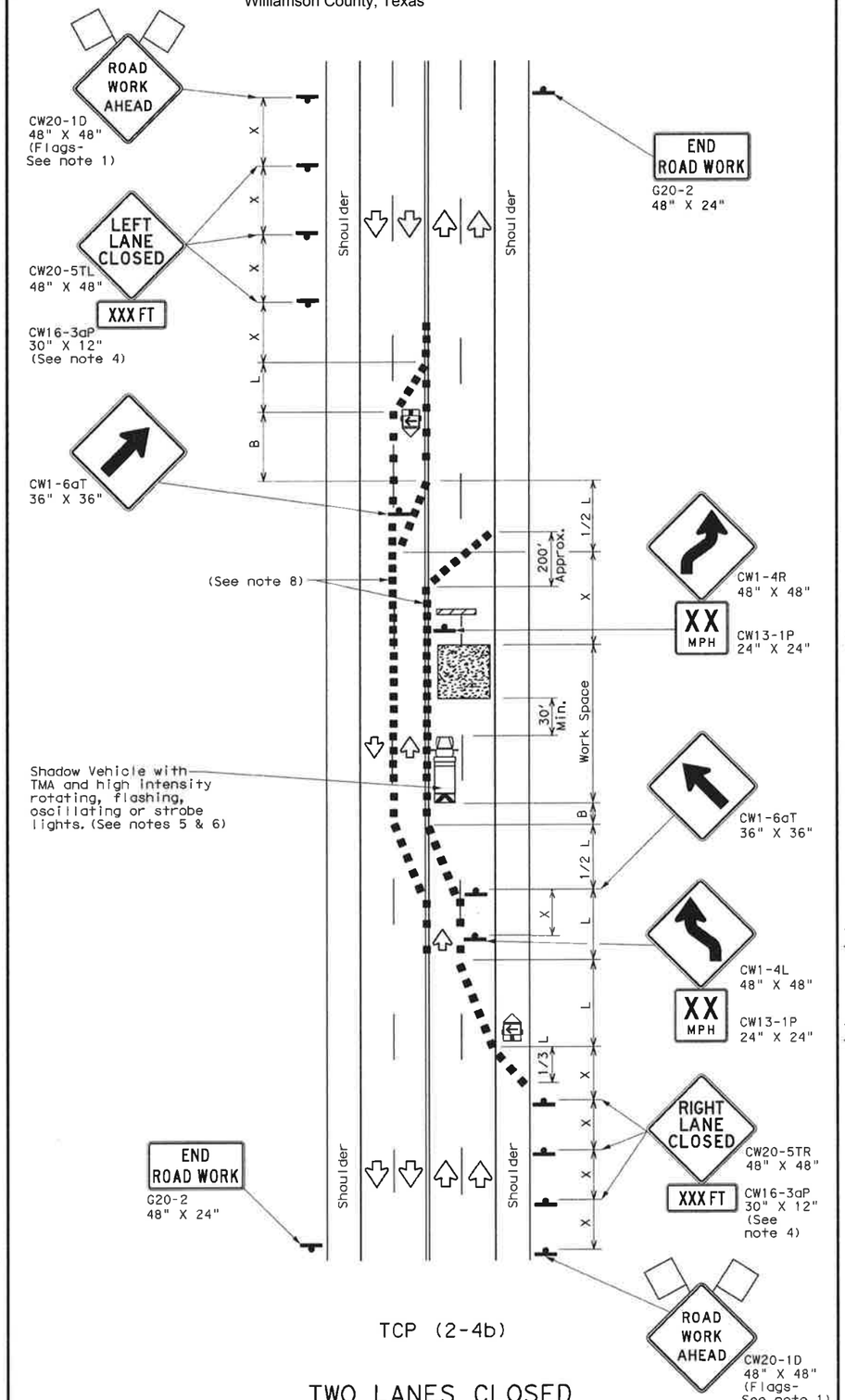
REVISIONS	CONT	SECT	JOB	HIGHWAY
8-95 2-12				
1-97	DIST	COUNTY		SHEET NO.
4-98				39
3-03				

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TCP (2-4a)

ONE LANE CLOSED



TCP (2-4b)

TWO LANES CLOSED

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices: On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
		✓	✓	

GENERAL NOTES

1. Flags attached to signs where shown, are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. The downstream taper is optional. When used, it should be 100 feet minimum length per lane.
4. For short term applications, when post mounted signs are not used, the distance legend may be shown on the sign face rather than on a CW16-3aP supplemental plaque.
5. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
6. Additional Shadow Vehicles with TMAs may be positioned in each closed lane, on the shoulder or off the paved surface, next to those shown in order to protect a wider work space.

TCP (2-4a)

7. If this TCP is used for a left lane closure, CW20-5TL "LEFT LANE CLOSED"signs shall be used and channelizing devices shall be placed on the centerline to protect the work space from opposing traffic with the arrow board placed in the closed lane near the end of the merging taper.

TCP (2-4b)

8. For shorter durations where traffic is directed over a yellow centerline, channelizing devices which separate two-way traffic should be spaced on tapers at 20' or 15' if posted speeds are 35 mph or slower, and for tangent sections, at 1/2(S) where S is the speed in mph. This tighter devices spacing is intended for the area of conflicting markings, not the entire work zone.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN
LANE CLOSURES ON MULTILANE CONVENTIONAL ROADS

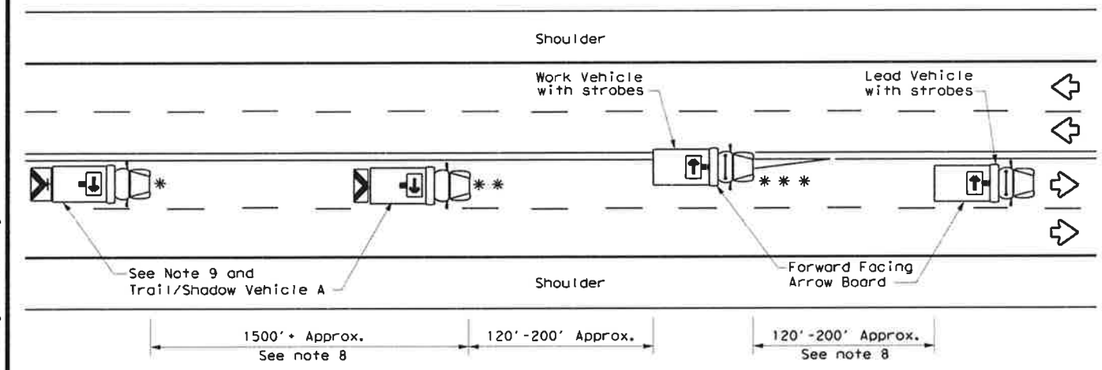
TCP(2-4)-12

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REVISIONS	DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
8-95 2-12	CONT	SECT	JOB	HIGHWAY
1-97				
4-98	DIST	COUNTY		SHEET NO.
3-03				40

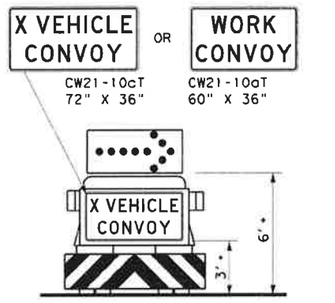
DATE:
FILE:

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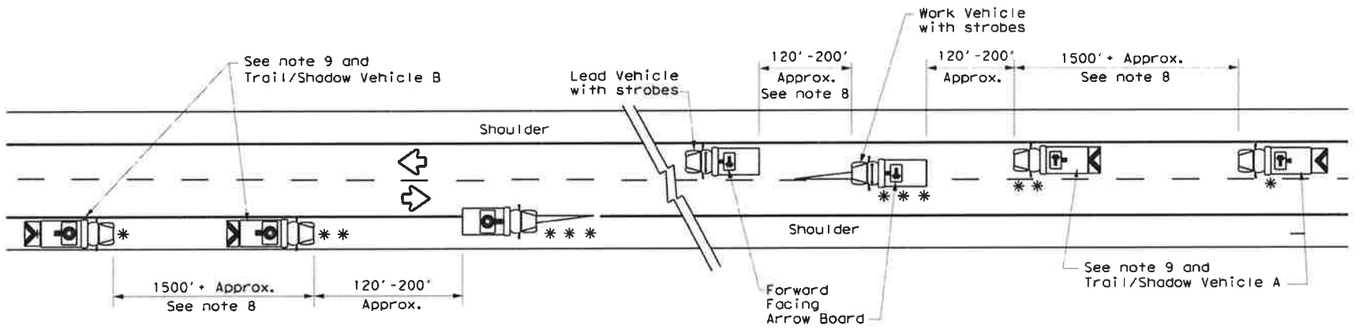
TCP (3-1a)

UNDIVIDED MULTILANE ROADWAY



TRAIL/SHADOW VEHICLE A

with RIGHT Directional display Flashing Arrow Board

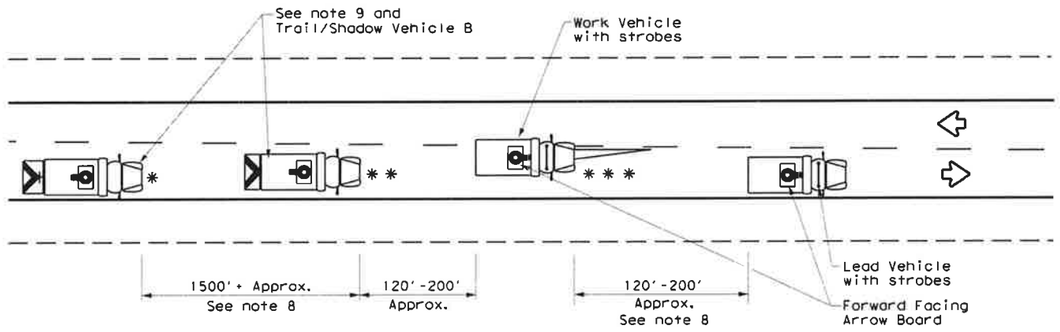


WORK ON SHOULDER

WORK ON TRAVEL LANE

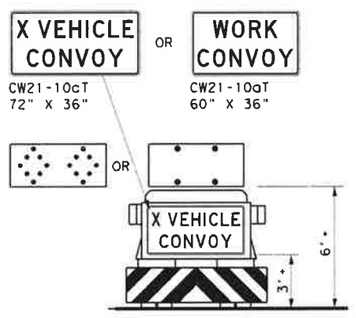
TCP (3-1b)

TWO-WAY ROADWAY WITH PAVED SHOULDERS



TCP (3-1c)

TWO-WAY ROADWAY WITHOUT PAVED SHOULDERS



TRAIL/SHADOW VEHICLE B

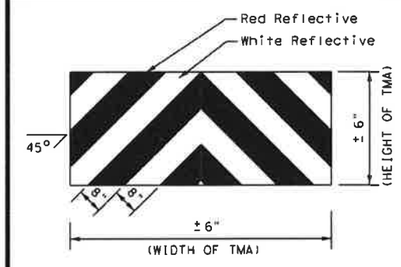
with Flashing Arrow Board in CAUTION display

LEGEND			
*	Trail Vehicle	ARROW BOARD DISPLAY	
* *	Shadow Vehicle		
* * *	Work Vehicle		RIGHT Directional
	Heavy Work Vehicle		LEFT Directional
	Truck Mounted Attenuator (TMA)		Double Arrow
	Traffic Flow		CAUTION (Alternating Diamond or 4 Corner Flash)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
✓				

GENERAL NOTES

1. TRAIL, SHADOW, and LEAD vehicles shall be equipped with arrow boards as illustrated. When a LEAD vehicle is not used the WORK vehicle must be equipped with an arrow board. The Engineer will determine if the LEAD VEHICLE and/or TRAIL VEHICLE are required based on prevailing roadway conditions, traffic volume, and sight distance restrictions.
2. The use of amber high intensity rotating, flashing, oscillating, or strobe lights on vehicles are required. Blue high intensity rotating, flashing, oscillating or strobe lights when mounted on the driver's side of the vehicle may be operated simultaneously with the amber beacons or strobe lights.
3. The use of truck mounted attenuators (TMA) on the SHADOW VEHICLE and TRAIL VEHICLE are required.
4. Reflective sheeting on the rear of the TMA shall meet or exceed the reflectivity and color requirements of DEPARTMENTAL MATERIAL SPECIFICATION DMS 8300, Type A.
5. Flashing arrow boards shall be Type B or Type C as per the Barricade and Construction (BC) standards. The board shall be controlled from inside the vehicle.
6. Each vehicle shall have two-way radio communication capability.
7. When work convoys must change lanes, the TRAIL VEHICLE should change lanes first to shadow the other convoy vehicles.
8. Vehicle spacing between the TRAIL VEHICLE and the SHADOW VEHICLE will vary depending on sight distance restrictions. Motorists approaching the work convoy should be able to see the TRAIL VEHICLE in time to slow down and/or change lanes as they approach the TRAIL VEHICLE. Vehicle spacing between the WORK VEHICLE and SHADOW VEHICLE and vehicle spacing between WORK VEHICLE and LEAD VEHICLE may vary according to terrain, work activity and other factors.
9. "X VEHICLE CONVOY" (CW21-10cT) or "WORK CONVOY" (CW21-10aT) signs shall be used on TRAIL VEHICLES and SHADOW VEHICLES as shown. As an option 48" X 48" diamond shaped "WORK CONVOY"(CW21-10T) or "X VEHICLE CONVOY" (CW21-10bT) signs may be used where adequate mounting space exists. When used, the X VEHICLE CONVOY sign shall have the number of the convoy vehicles displayed on the sign in the number designation "X" location. The "X VEHICLE CONVOY" sign shall not be used on the SHADOW VEHICLE if a TRAIL VEHICLE is used.
10. On two-lane two-way roadways, the work and protection vehicles should pull over periodically to allow motor vehicle traffic to pass. If motorists are not allowed to pass the work convoy, a "DO NOT PASS" (R4-1) sign should be placed on the back of the rearmost protection vehicle.



STRIPING FOR TMA

Texas Department of Transportation

Traffic Operations Division Standard

TRAFFIC CONTROL PLAN MOBILE OPERATIONS UNDIVIDED HIGHWAYS

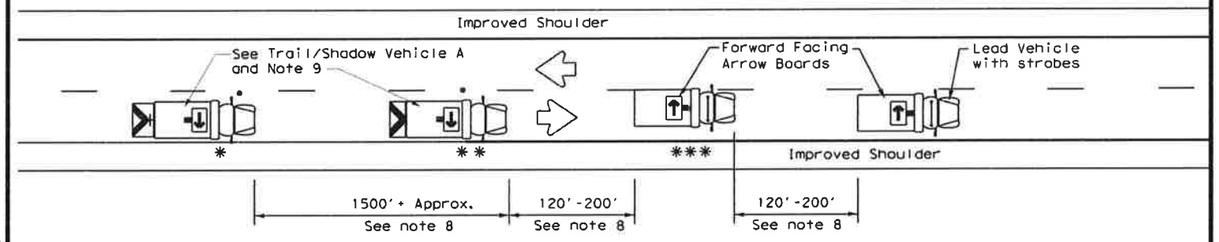
TCP(3-1)-13

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REVISIONS 2-94 4-98 8-95 7-13 1-97	DIST	COUNTY		SHEET NO. 41

DATE:
FILE:

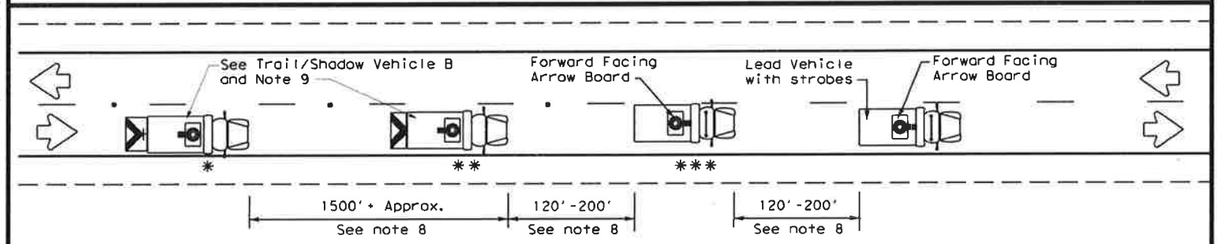
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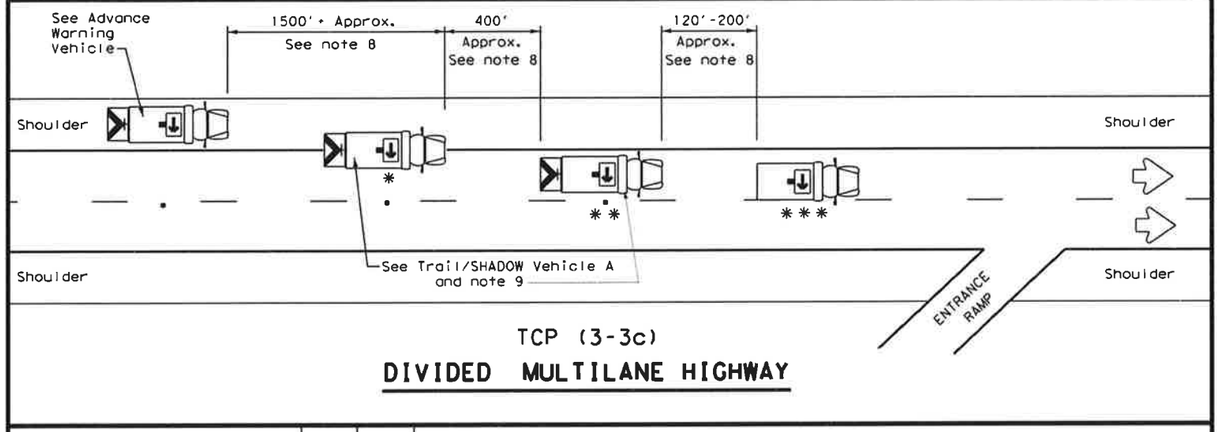
TCP (3-3a)

TWO LANE HIGHWAY WITH PAVED SHOULDERS (WORK ON TRAVEL LANE)



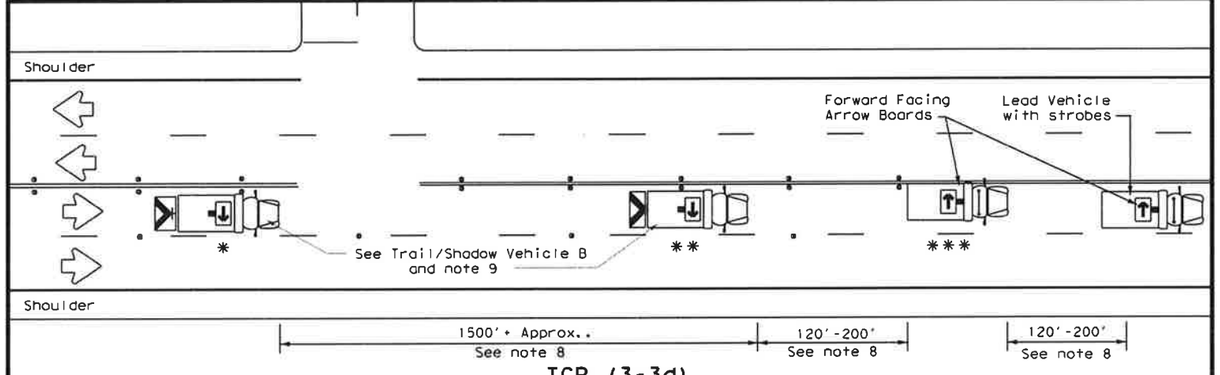
TCP (3-3b)

TWO LANE HIGHWAY WITHOUT PAVED SHOULDERS (WORK ON TRAVEL LANE)



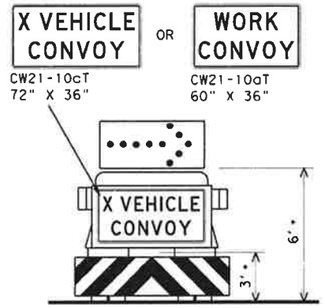
TCP (3-3c)

DIVIDED MULTILANE HIGHWAY



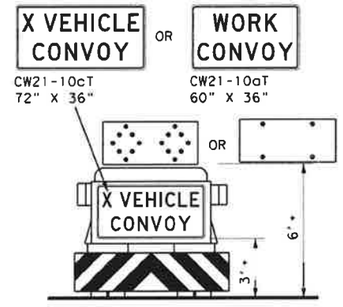
TCP (3-3d)

UNDIVIDED MULTILANE HIGHWAY



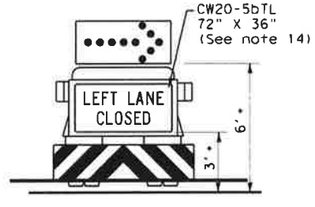
TRAIL/SHADOW VEHICLE A

with RIGHT Directional display
Flashing Arrow Board

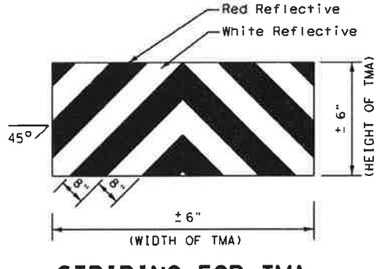


TRAIL/SHADOW VEHICLE B

with Flashing Arrow Board
in Caution Mode



ADVANCE WARNING VEHICLE



STRIPING FOR TMA

LEGEND			
*	Trail Vehicle	ARROW BOARD DISPLAY	
**	Shadow Vehicle		
***	Work Vehicle		RIGHT Directional
	Heavy Work Vehicle		LEFT Directional
	Truck Mounted Attenuator (TMA)		Double Arrow
	Traffic Flow		CAUTION (Alternating Diamond or 4 Corner Flash)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
✓				

GENERAL NOTES

1. TRAIL, SHADOW, and LEAD vehicles shall be equipped with arrow boards as illustrated. When a LEAD vehicle is not used on two way roads the WORK vehicle must have an arrow board. For divided roadways, the arrow board on the WORK vehicle is optional based on the type of work being performed. The Engineer will determine if the LEAD vehicle and/or TRAIL vehicle are required based on prevailing roadway conditions, traffic volume, and sight distance restrictions.
2. The use of amber high intensity rotating, flashing, oscillating, or strobe lights on vehicles are required. Blue high intensity rotating, flashing, oscillating, or strobe lights when mounted on the driver's side of the vehicle may be operated simultaneously with the amber beacons or strobe lights.
3. The use of truck mounted attenuators (TMA) on the SHADOW VEHICLE, ADVANCE WARNING and TRAIL VEHICLE are required.
4. Reflective sheeting on the rear of the TMA shall meet or exceed the reflectivity and color requirements of DEPARTMENTAL MATERIAL SPECIFICATION DMS 8300, Type A.
5. Flashing arrow boards shall be Type B or Type C as per the Barricade and Construction (BC) standards. The board shall be controlled from inside the vehicle.
6. Each vehicle shall have two-way radio communication capability.
7. When work convoys must change lanes, the TRAIL VEHICLE should change lanes first to shadow the other convoy vehicles.
8. Vehicle spacing between the TRAIL VEHICLE and the SHADOW VEHICLE will vary depending on sight distance restrictions. Motorists approaching the convoy should be able to see the TRAIL VEHICLE in time to slow down and/or change lanes as they approach the TRAIL VEHICLE. Vehicle spacing between the WORK VEHICLE and SHADOW VEHICLE and vehicle spacing between WORK VEHICLE and LEAD VEHICLE may vary according to terrain, work activity and other factors.
9. X VEHICLE CONVOY (CW21-10cT) or WORK CONVOY (CW21-10aT) signs shall be used on TRAIL VEHICLES and SHADOW VEHICLES as shown. As an option 48" x 48" diamond shaped WORK CONVOY (CW21-10T) or X VEHICLE CONVOY (CW21-10bT) signs may be used where adequate mounting space exists. When used, the X VEHICLE CONVOY sign shall have the number of the convoy vehicles displayed on the sign in the number designation "X" location. The X VEHICLE CONVOY sign shall not be used on the SHADOW VEHICLE if a TRAIL VEHICLE is used.
10. For divided highways with two or three lanes in one direction, the appropriate LEFT LANE CLOSED (CW20-5bTL), RIGHT LANE CLOSED (CW20-5bTR), or CENTER LANE CLOSED (CW20-5aT) sign should be used on the Advance Warning Vehicle. As an option, a portable changeable message sign (PCMS) or truck mounted changeable message sign (TMCMS) with a minimum character height of 12", and displaying the same legend may be substituted for these signs. An appropriate directional arrow display, simulating the size and legibility of the flashing arrow board may be used in the second phase of the PCMS/TMCMS message. When this is done, the arrow board will not be required on the Advance Warning Vehicle.
11. A double arrow shall not be displayed on the arrow board on the Advance Warning Vehicle.
12. For divided highways with three or four lanes in each direction, use TCP(3-2).
13. Standard diamond shape versions of the CW20-5 series signs may be used as an option if the rectangular signs shown are not available.
14. The Advance Warning Vehicle may straddle the edgeline when Shoulder width makes it necessary.
15. On two-lane two-way roadways, the work and protection vehicles should pull over periodically to allow motor vehicle traffic to pass. If motorists are not allowed to pass the work convoy, a DO NOT PASS (R4-1) sign should be placed on the back of the rearmost protection vehicle.

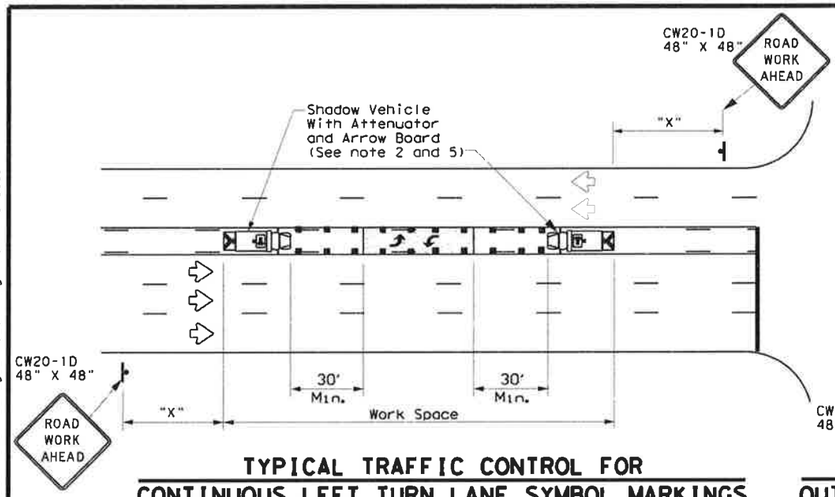
Texas Department of Transportation — Traffic Operations Division Standard

TRAFFIC CONTROL PLAN MOBILE OPERATIONS RAISED PAVEMENT MARKER INSTALLATION/ REMOVAL

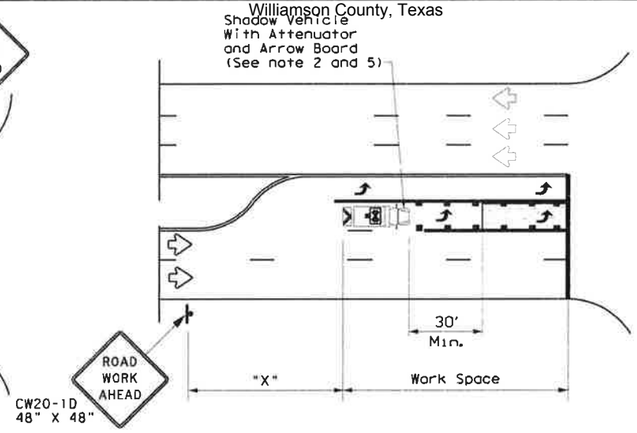
TCP(3-3)-14

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8-95 7-13				42
1-97 7-14				

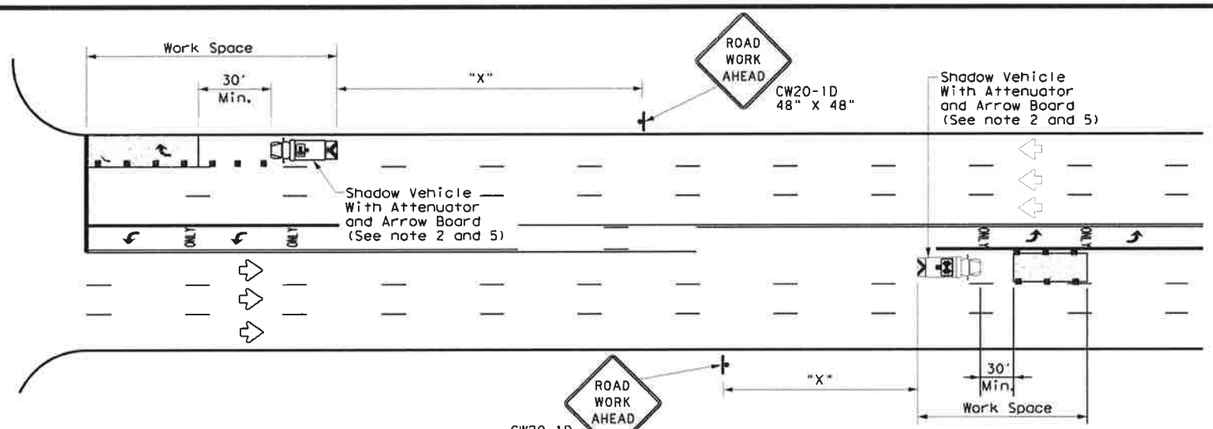
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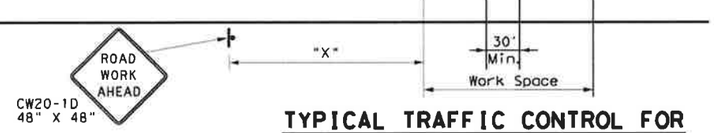
TYPICAL TRAFFIC CONTROL FOR
CONTINUOUS LEFT TURN LANE SYMBOL MARKINGS



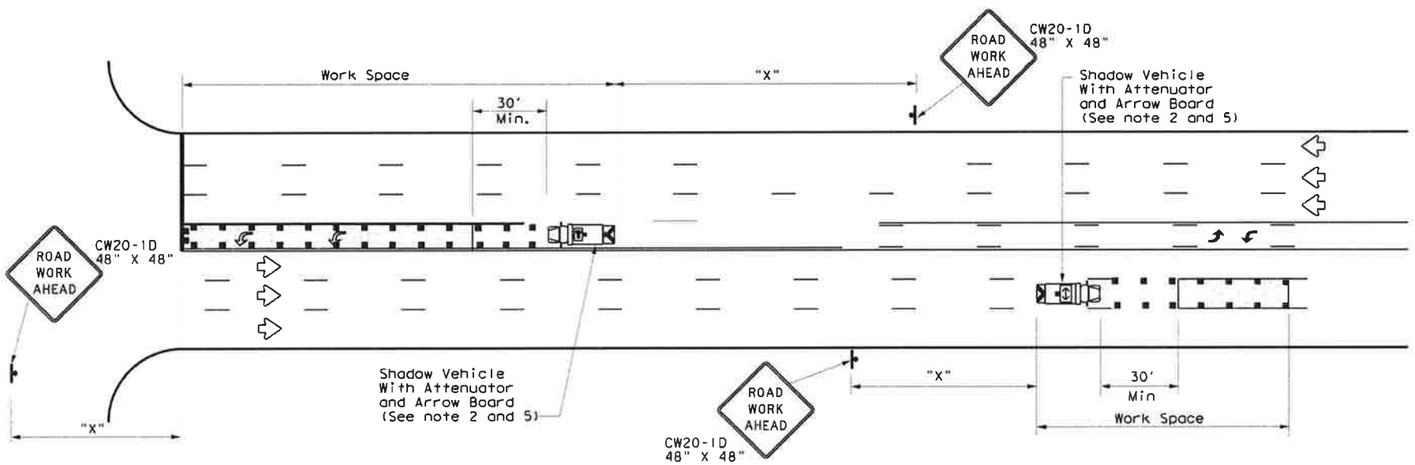
TYPICAL TRAFFIC CONTROL FOR
OUTSIDE DUAL LEFT TURN LANE SYMBOL MARKINGS



TYPICAL TRAFFIC CONTROL FOR
OUTSIDE LANE MARKINGS



TYPICAL TRAFFIC CONTROL FOR
INSIDE LANE MARKINGS



TYPICAL TRAFFIC CONTROL FOR
LEFT TURN LANE MARKINGS

TYPICAL TRAFFIC CONTROL FOR
CENTER LANE MARKINGS

LEGEND

*	Trail Vehicle	ARROW BOARD DISPLAY	
**	Shadow Vehicle		
***	Work Vehicle		RIGHT Directional
	Heavy Work Vehicle		LEFT Directional
	Truck Mounted Attenuator (TMA)		Double Arrow
	Traffic Flow	■ ■ ■	Channelizing Devices

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

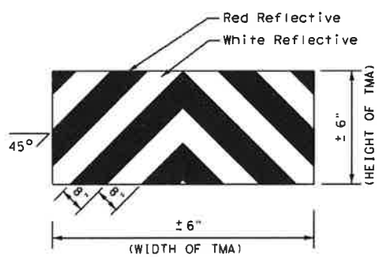
* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
✓				

GENERAL NOTES

1. This traffic control plan is for use on conventional roads posted at 45 mph or less and is intended for mobile operations that move continuously or intermittently (stopping up to approximately 15 minutes) such as short-line striping and in-lane rumble strips. When activities are anticipated to take longer amounts of time or traffic conditions warrant, a short duration or short-term stationary traffic control plan should be used.
2. A Truck Mounted Attenuator shall be used on Shadow Vehicle. Striping on the back panel of all truck mounted attenuators shall be 8" red and white reflective sheeting placed in an inverted "V" design. Reflective sheeting shall meet or exceed the reflectivity and color requirements of departmental material specification DMS-8300, Type A.
3. All traffic control devices shall be in accordance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD), latest edition.
4. The use of yellow rotating beacons or strobe lights on vehicles are required. Blue high intensity rotating, flashing, oscillating or strobe lights when mounted on the drivers side of the vehicle may be operated simultaneously with the amber beacons or strobe lights.
5. Flashing arrow board shall be used on Shadow Vehicle. Flashing arrow board shall be Type B or Type C as per BC Standards. The arrow board operation shall be controlled from inside the truck.



STRIPING FOR TMA

Texas Department of Transportation

Traffic Operations Division Standard

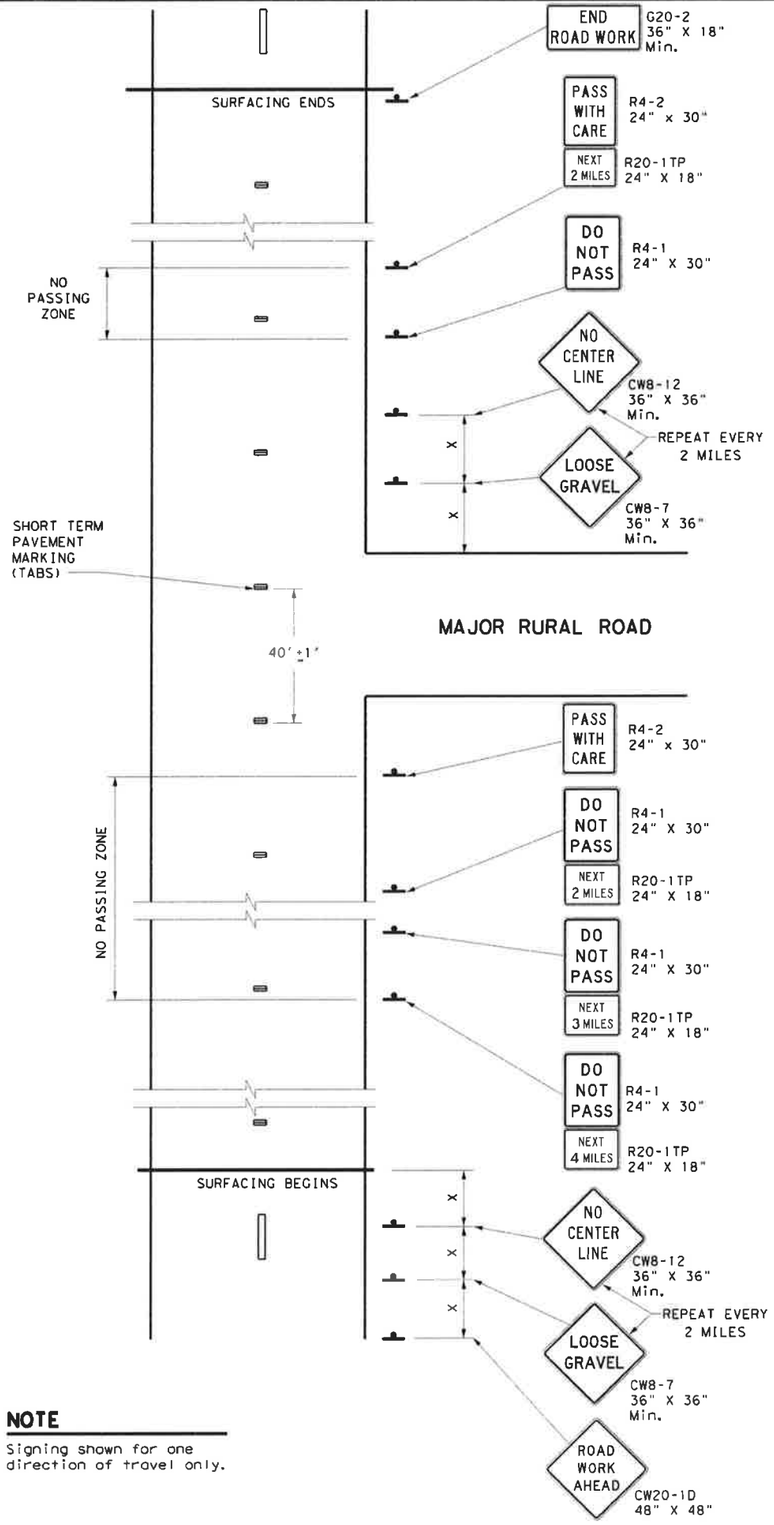
TRAFFIC CONTROL PLAN MOBILE OPERATIONS FOR ISOLATED WORK AREAS UNDIVIDED HIGHWAYS TCP(3-4)-13

FILE: tcp3-4.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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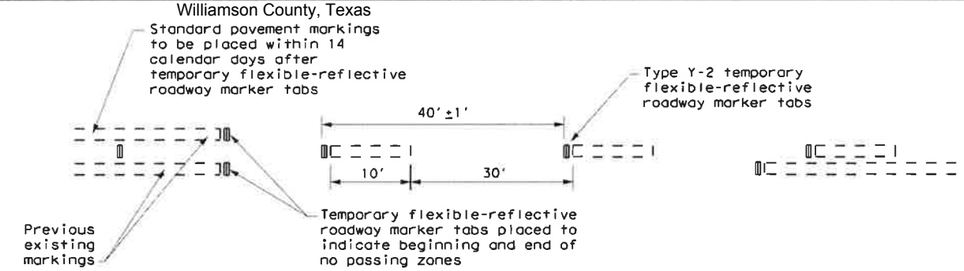
NOTE

Signing shown for one direction of travel only.

NO PASSING ZONES ON TWO-LANE TWO-WAY ROADS

Williamson County, Texas

Bid 1706-169



TABS ON CENTERLINES OF TWO-LANE TWO-WAY ROADS

For seal coat, micro-surface or similar operations

"DO NOT PASS" SIGN (R4-1) and NO-PASSING ZONES

A. Prior to the beginning of construction, all currently striped no-passing zones shall be signed with the DO NOT PASS (R4-1) signs and PASS WITH CARE (R4-2) signs placed at the beginning and end of each zone for each direction of travel except as otherwise provided herein. Signs marking these individual no-passing zones need not be covered prior to construction if the signs supplement the existing pavement markings.

B. At the discretion of the Engineer, in areas of numerous no-passing zones, several zones may be combined as a single zone. If passing is to be prohibited over one or more lengthy sections, a DO NOT PASS sign and a NEXT XX MILES (R20-1TP) plaque may be used at the beginning of such zones. The DO NOT PASS sign and the NEXT XX MILES plaque should be repeated every mile to the end of the no-passing zone. In areas where there is considerable distance between no-passing zones, the end of the no-passing zone may be signed with a PASS WITH CARE sign and a NEXT XX MILES plaque.

C. Depending on traffic volumes and length of sections, it may be desirable to prohibit passing throughout the project to prevent damage to windshield and lights. The DO NOT PASS sign and NEXT XX MILES plaque should be used and repeated as often as necessary for this purpose. Where several existing zones are to be combined into one individual no-passing zone, the sign at the beginning of the zone should be covered until the surfacing operation has passed this location so as not to have the DO NOT PASS sign conflict with the existing pavement markings. Also, unless one days operation completes the entire length of such combined zones, appropriate DO NOT PASS and PASS WITH CARE signs should be placed at the beginning and end of the no-passing zones where the surfacing operation has stopped for the day.

D. R4-1 and R4-2 are to remain in place until standard pavement markings are installed.

"NO CENTER LINE" SIGN (CW8-12)

A. Center line markings are yellow pavement markings that delineate the separation of travel lanes that have opposite directions of travel on a roadway. Divided highways do not typically have center line markings.

B. At the time construction activity obliterates the existing center line markings(low volume roads may not have an existing centerline), a NO CENTER LINE (CW8-12) sign should be erected at the beginning of the work area, at approximately 2 mile intervals within the work area, beyond major intersections and other locations deemed necessary by the Engineer.

C. The NO CENTER LINE signs are to remain in place until standard pavement markings are installed.

"LOOSE GRAVEL" SIGN (CW8-7)

A. When construction begins, a LOOSE GRAVEL (CW8-7) sign should be erected at each end of the work area and repeated at intervals of approximately 2 miles in rural areas and closer in urban areas.

B. The LOOSE GRAVEL signs are to remain in place until the condition no longer exists.

PAVEMENT MARKINGS

A. Temporary markings for surfacing projects shall be Temporary Flexible-reflective Roadway Marker Tabs unless otherwise approved by the Engineer. Tabs are to be installed to provide true alignment for striping crews or as directed by the Engineer. Tabs will be placed at the spacing indicated. Tabs should be applied to the pavement
no more than two (2) days before the surfacing is applied. After the surfacing is rolled and swept, the cover over the reflective strip shall be removed.

B. Tabs shall not be used to simulate edge lines.

C. Tab placement for overlay/inlay operations shall be as shown on the WZ(STPM) standard sheet.

COORDINATION OF SIGN LOCATIONS

A. The location of warning signs at the beginning and end of a work area are to be coordinated with other signing typically shown on the Barricade and Construction Standards for project limits to ensure adequate sign spacing.

B. Where possible the ROAD WORK AHEAD (CW20-1D), LOOSE GRAVEL (CW8-7), and NO CENTER LINE (CW8-12) signs should be placed in the sequence shown following the OBEY WARNING SIGNS STATE LAW (R20-3T) and the TRAFFIC FINES DOUBLE (R20-5T) sign, and one "X" sign spacing prior to the CONTRACTOR (G20-6T)sign typically located at or near the limits of surfacing. LOOSE GRAVEL and NO CENTER LINE signs will then be repeated as described above.

Posted Speed *	Minimum Sign Spacing "X" Distance
30	120'
35	160'
40	240'
45	320'
50	400'
55	500'
60	600'
65	700'
70	800'
75	900'

* Conventional Roads Only

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
			✓	✓

GENERAL NOTES

1. The traffic control devices detailed on this sheet will be furnished and erected as directed by the Engineer on sections of roadway where tabs must be placed prior to the surfacing operation which will cover or obliterate the existing pavement markings.
2. The devices shown on this sheet are to be used to supplement those required by the BC Standards or others required elsewhere in the plans.
3. Signs shall be erected as detailed on the BC Standards or the Compliant Work Zone Traffic Control Devices List (CWZTCD) on supports approved for Long-Term / Intermediate-Term Work Zone Sign Supports.
4. When surfacing operations take place on divided highways, freeways or expressways, the size of diamond shaped construction warning signs shall be 48" x 48".
5. Signs on divided highways, freeways and expressways will be placed on both right and left sides of the roadway based on roadway conditions as directed by the Engineer.

Texas Department of Transportation

Traffic Operations Division Standard

TRAFFIC CONTROL DETAILS FOR SURFACING OPERATIONS

TCP(7-1)-13

FILE: tcp7-1.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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BARRICADE AND CONSTRUCTION (BC) STANDARD SHEETS GENERAL NOTES:

1. The Barricade and Construction Standard Sheets (BC sheets) are intended to show typical examples for placement of temporary traffic control devices, construction pavement markings, and typical work zone signs. The information contained in these sheets meet or exceed the requirements shown in the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).

2. The development and design of the Traffic Control Plan (TCP) is the responsibility of the Engineer.

3. The Contractor may propose changes to the TCP that are signed and sealed by a licensed professional engineer for approval. The Engineer may develop, sign and seal Contractor proposed changes.

4. The Contractor is responsible for installing and maintaining the traffic control devices as shown in the plans. The Contractor may not move or change the approximate location of any device without the approval of the Engineer.

5. Geometric design of lane shifts and detours should, when possible, meet the applicable design criteria contained in manuals such as the American Association of State Highway and Transportation Officials (AASHTO), "A Policy on Geometric Design of Highways and Streets," the TxDOT "Roadway Design Manual" or engineering judgment.

6. When projects abut, the Engineer(s) may omit the END ROAD WORK, TRAFFIC FINES DOUBLE, and other advance warning signs if the signing would be redundant and the work areas appear continuous to the motorists. If the adjacent project is completed first, the Contractor shall erect the necessary warning signs as shown on these sheets, the TCP sheets or as directed by the Engineer. The BEGIN ROAD WORK NEXT X MILES sign shall be revised to show appropriate work zone distance.

7. The Engineer may require duplicate warning signs on the median side of divided highways where median width will permit and traffic volumes justify the signing.

8. All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas," latest edition. Sign details not shown in this manual shall be shown in the plans or the Engineer shall provide a detail to the Contractor before the sign is manufactured.

9. The temporary traffic control devices shown in the illustrations of the BC sheets are examples. As necessary, the Engineer will determine the most appropriate traffic control devices to be used.

10. As shown on BC(2), the OBEY WARNING SIGNS STATE LAW sign, STAY ALERT TALK OR TEXT LATER (see Sign Detail G20-10T) and the WORK ZONE TRAFFIC FINES DOUBLE sign with plaque shall be erected in advance of the CSJ limits. However, the TRAFFIC FINES DOUBLE sign will not be required on projects consisting solely of mobile operation work, such as striping or milling edgeline rumble strips. The BEGIN ROAD WORK NEXT X MILES, CONTRACTOR and END ROAD WORK signs shall be erected at or near the CSJ limits.

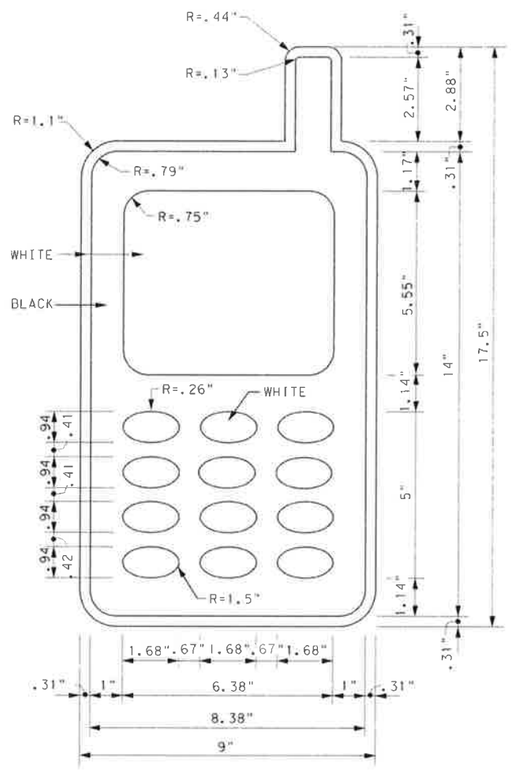
11. Except for devices required by Note 10, traffic control devices should be in place only while work is actually in progress or a definite need exists.

12. The Engineer has the final decision on the location of all traffic control devices.

13. Inactive equipment and work vehicles, including workers' private vehicles must be parked away from travel lanes. They should be as close to the right-of-way line as possible, or located behind a barrier or guardrail, or as approved by the Engineer.

WORKER SAFETY APPAREL NOTES:

1. Workers on foot who are exposed to traffic or to construction equipment within the right-of-way shall wear high-visibility safety apparel meeting the requirements of ISEA "American National Standard for High-Visibility Apparel," or equivalent revisions, and labeled as ANSI 107-2004 standard performance for Class 2 or 3 risk exposure. Class 3 garments should be considered for high traffic volume work areas or night time work.





3.0" Radius, 1.25" Border, 0.75" Indent, Black on Yellow;
[STAY ALERT] Font: D
3.0" Radius, 1.25" Border, 0.75" Indent, Black on Orange;
[TALK OR TEXT LATER] Font: C specified length;

SIGN DETAIL (G20-10T)

Only pre-qualified products shall be used. The "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources and may be found on-line at the web address given below or by contacting:

Texas Department of Transportation
Traffic Operations Division - TE
Phone (512) 416-3118

THE DOCUMENTS BELOW CAN BE FOUND ON-LINE AT http://www.txdot.gov
COMPLIANT WORK ZONE TRAFFIC CONTROL DEVICES LIST (CWZTCD)
DEPARTMENTAL MATERIAL SPECIFICATIONS (DMS)
MATERIAL PRODUCER LIST (MPL)
ROADWAY DESIGN MANUAL - SEE "MANUALS (ONLINE MANUALS)"
STANDARD HIGHWAY SIGN DESIGNS FOR TEXAS (SHSD)
TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD)
TRAFFIC ENGINEERING STANDARD SHEETS

Texas Department of Transportation | Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION GENERAL NOTES AND REQUIREMENTS

BC(1)-14

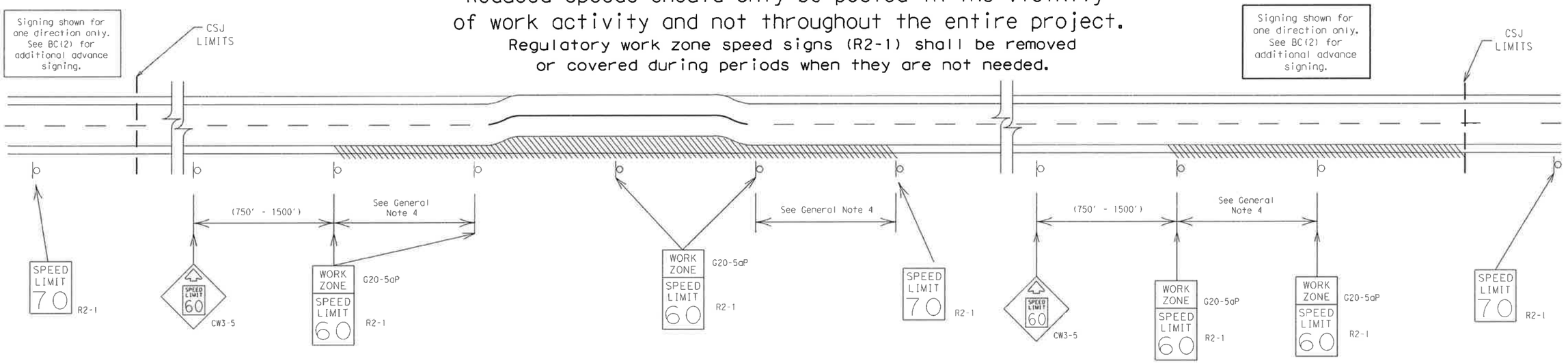
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4-03 5-10 8-14	DIST	COUNTY		SHEET NO.
9-07 7-13				45

TYPICAL APPLICATION OF WORK ZONE SPEED LIMIT SIGNS

Work zone speed limits shall be regulatory, established in accordance with the "Procedures for Establishing Speed Zones," and approved by the Texas Transportation Commission, or by City Ordinance when within Incorporated City Limits.

Reduced speeds should only be posted in the vicinity of work activity and not throughout the entire project.

Regulatory work zone speed signs (R2-1) shall be removed or covered during periods when they are not needed.



GUIDANCE FOR USE:

LONG/INTERMEDIATE TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit should be included on the design of the traffic control plans when restricted geometrics with a lower design speed are present in the work zone and modification of the geometrics to a higher design speed is not feasible.

Long/Intermediate Term Work Zone Speed Limit signs, when approved as described above, should be posted and visible to the motorist when work activity is present. Work activity may also be defined as a change in the roadway that requires a reduced speed for motorists to safely negotiate the work area, including:

a) rough road or damaged pavement surface
b) substantial alteration of roadway geometrics (diversions)
c) construction detours
d) grade
e) width
f) other conditions readily apparent to the driver

As long as any of these conditions exist, the work zone speed limit signs should remain in place.

SHORT TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit may be included on the design of the traffic control plans when workers or equipment are not behind concrete barrier, when work activity is within 10 feet of the traveled way or actually in the travelled way.

Short Term Work Zone Speed Limit signs should be posted and visible to the motorists only when work activity is present. When work activity is not present, signs shall be removed or covered.
(See Removing or Covering on BC(4)).

GENERAL NOTES

1. Regulatory work zone speed limits should be used only for sections of construction projects where speed control is of major importance.
2. Regulatory work zone speed limit signs shall be placed on supports at a 7 foot minimum mounting height.
3. Speed zone signs are illustrated for one direction of travel and are normally posted for each direction of travel.
4. Frequency of work zone speed limit signs should be:
   40 mph and greater 0.2 to 2 miles
   35 mph and less 0.2 to 1 mile
5. Regulatory speed limit signs shall have black legend and border on a white reflective background (See "Reflective Sheeting" on BC(4)).
6. Fabrication, erection and maintenance of the "ADVANCE SPEED LIMIT" (CW3-5) sign, "WORK ZONE" (G20-5aP) plaque and the "SPEED LIMIT" (R2-1) signs shall not be paid for directly, but shall be considered subsidiary to Item 502.
7. Turning signs from view, laying signs over or down will not be allowed, unless as otherwise noted under "REMOVING OR COVERING" on BC(4).
8. Techniques that may help reduce traffic speeds include but are not limited to:
   A. Law enforcement.
   B. Flagger stationed next to sign.
   C. Portable changeable message sign (PCMS).
   D. Low-power (drone) radar transmitter.
   E. Speed monitor trailers or signs.
9. Speeds shown on details above are for illustration only. Work Zone Speed Limits should only be posted as approved for each project.
10. For more specific guidance concerning the type of work, work zone conditions and factors impacting allowable regulatory construction speed zone reduction see TxDOT form #1204 in the TxDOT e-form system.

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SHEET 3 OF 12

Texas Department of Transportation | Traffic Operations Division Standard

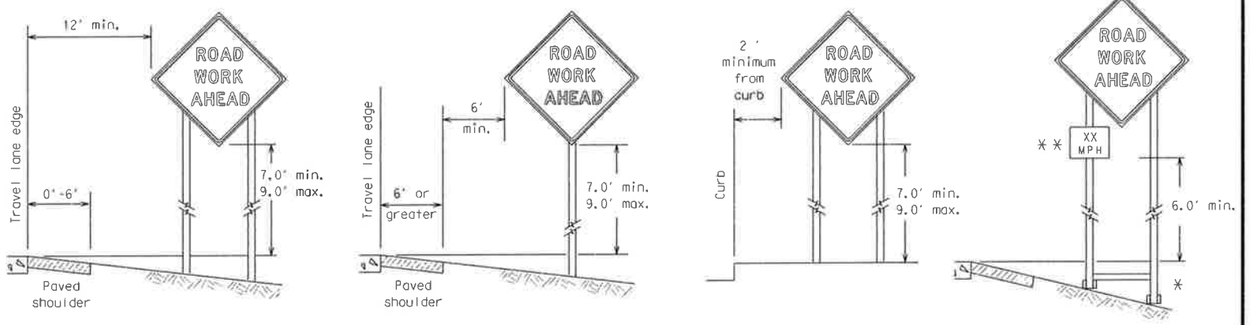
BARRICADE AND CONSTRUCTION WORK ZONE SPEED LIMIT

BC(3)-14

FILE: bc-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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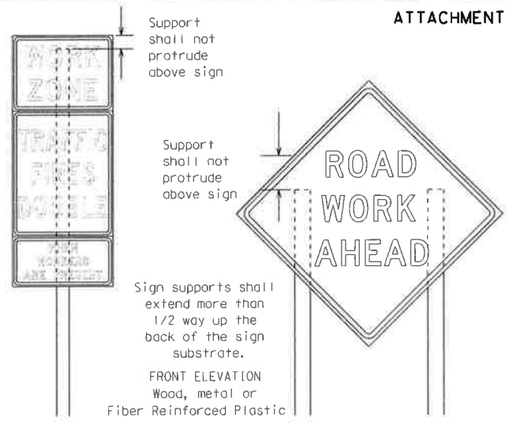
TYPICAL MINIMUM CLEARANCES FOR LONG TERM AND INTERMEDIATE TERM SIGNS



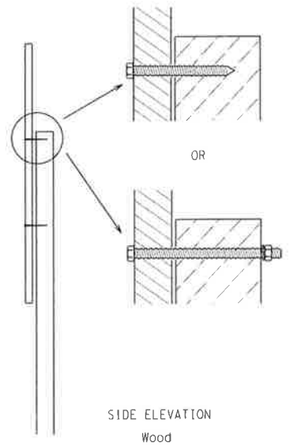
* When placing skid supports on unlevel ground, the leg post lengths must be adjusted so the sign appears straight and plumb. Objects shall NOT be placed under skids as a means of leveling.

** When plaques are placed on dual-leg supports, they should be attached to the upright nearest the travel lane. 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.

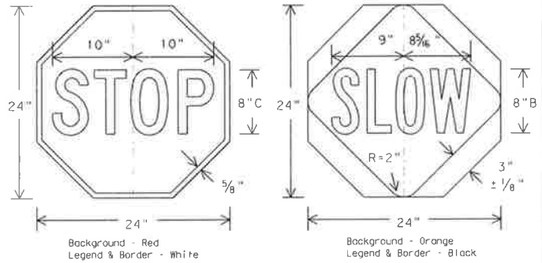


Attachment to wooden supports will be by bolts and nuts or screws. Use TxDOT's or manufacturer's recommended procedures for attaching sign substrates to other types of sign supports

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_{FL} or Type C_{FL}, shall be used for rigid signs with orange backgrounds.

SIGN LETTERS

1. All sign letters and numbers shall be clear, and open rounded type uppercase alphabet letters as approved by the Federal Highway Administration (FHWA) and as published in the "Standard Highway Sign Design for Texas" manual. Signs, letters and numbers shall be of first class workmanship in accordance with Department Standards and Specifications.

REMOVING OR COVERING

1. When sign messages may be confusing or do not apply, the signs shall be removed or completely covered.
2. Long-term stationary or intermediate stationary signs installed on square metal tubing may be turned away from traffic 90 degrees when the sign message is not applicable. This technique may not be used for signs installed in the median of divided highways or near any intersections where the sign may be seen from approaching traffic.
3. Signs installed on wooden skids shall not be turned at 90 degree angles to the roadway. These signs should be removed or completely covered when not required.
4. When signs are covered, the material used shall be opaque, such as heavy mil black plastic, or other materials which will cover the entire sign face and maintain their opaque properties under automobile headlights at night, without damaging the sign sheeting.
5. Burlap shall NOT be used to cover signs.
6. Duct tape or other adhesive material shall NOT be affixed to a sign face.
7. Signs and anchor stubs shall be removed and holes backfilled upon completion of work.

SIGN SUPPORT WEIGHTS

1. Where sign supports require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand should be used.
2. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight.
3. Rock, concrete, iron, steel or other solid objects shall not be permitted for use as sign support weights.
4. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs.
5. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall NOT be used.
6. Rubber ballasts designed for channelizing devices should not be used for ballast on portable sign supports. Sign supports designed and manufactured with rubber bases may be used when shown on the CWZTCD list.
7. Sandbags shall only be placed along or laid over the base supports of the traffic control device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners. Sandbags shall be placed along the length of the skids to weigh down the sign support.
8. Sandbags shall NOT be placed under the skid and shall not be used to level sign supports placed on slopes.

FLAGS ON SIGNS

1. Flags may be used to draw attention to warning signs. When used the flag shall be 16 inches square or larger and shall be orange or fluorescent red-orange in color. Flags shall not be allowed to cover any portion of the sign face.

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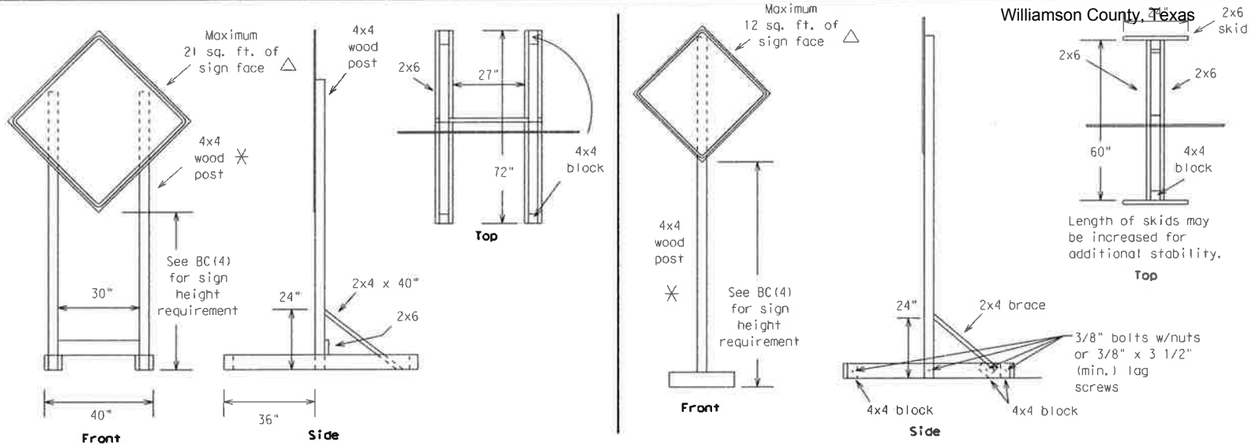
BARRICADE AND CONSTRUCTION TEMPORARY SIGN NOTES

BC(4)-14

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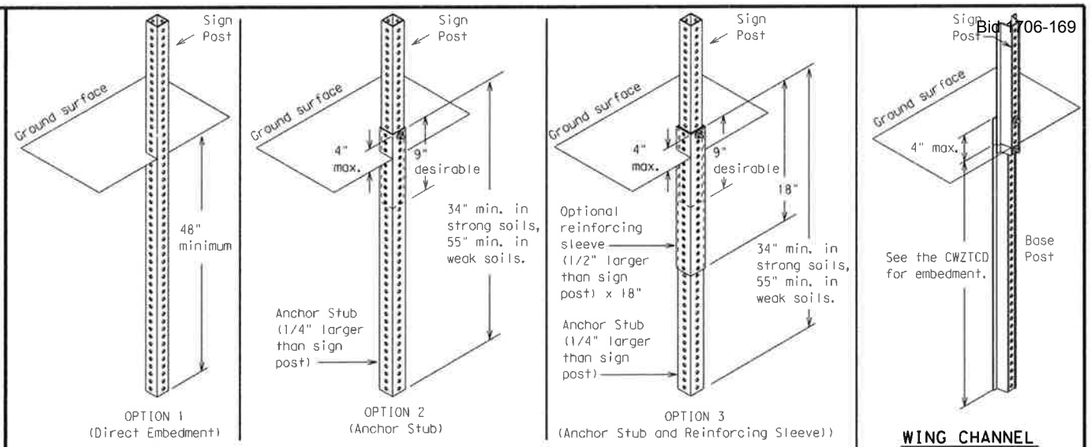
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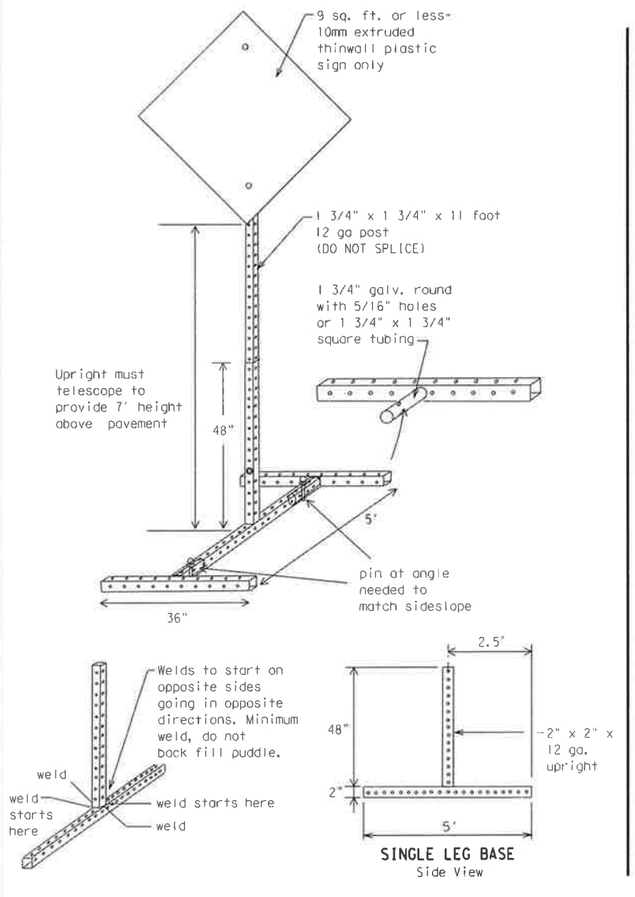
SKID MOUNTED WOOD SIGN SUPPORTS

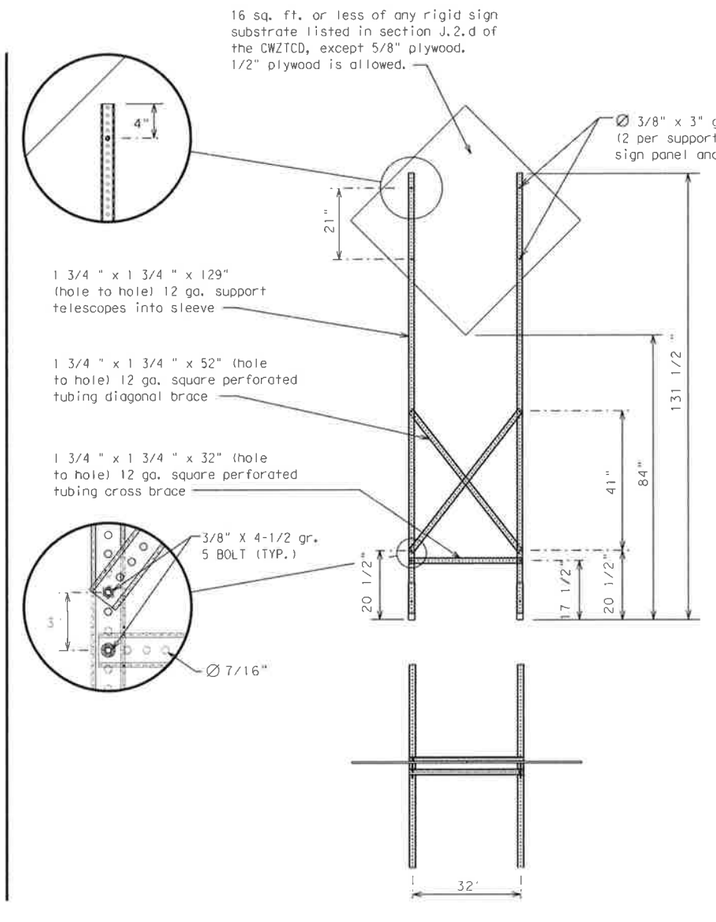
LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS □

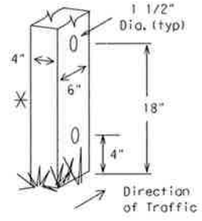


GROUND MOUNTED SIGN SUPPORTS

Refer to the CWZTCD and the manufacturer's installation procedure for each type sign support.
The maximum sign square footage shall adhere to the manufacturer's recommendation.
Two post installations can be used for larger signs.

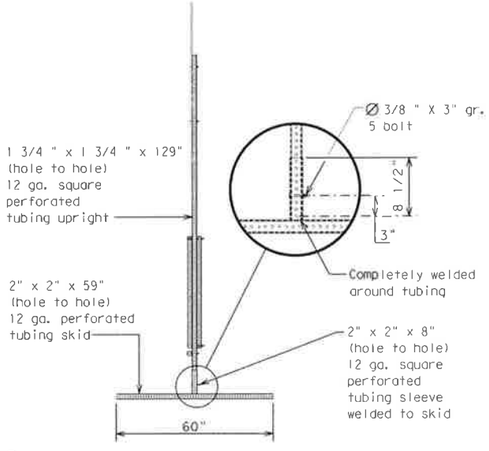






Nominal Post Size	Number of Posts	Maximum Sq. feet of Sign Face	Minimum Soil Embedment	Drilled Hole(s) Required
4 x 4	1	12	36"	NO
4 x 4	2	21	36"	NO
4 x 6	1	21	36"	YES
4 x 6	2	36	36"	YES

WOOD POST SYSTEM FOR GROUND MOUNTED SIGN SUPPORTS



WEDGE ANCHORS

Both steel and plastic Wedge Anchor Systems as shown on the SMD Standard Sheets may be used as temporary sign supports for signs up to 10 square feet of sign face. They may be set in concrete or in sturdy soils if approved by the Engineer. (See web address for "Traffic Engineering Standard Sheets" on BC(1)).

OTHER DESIGNS

MORE DETAILS OF APPROVED LONG/INTERMEDIATE AND SHORT TERM SUPPORTS CAN BE FOUND ON THE CWZTCD LIST. SEE BC(1) FOR WEBSITE LOCATION.

GENERAL NOTES

1. Nails may be used in the assembly of wooden sign supports, but 3/8" bolts with nuts or 3/8" x 3 1/2" lag screws must be used on every joint for final connection.
2. No more than 2 sign posts shall be placed within a 7 ft. circle, except for specific materials noted on the CWZTCD List.
3. When project is completed, all sign supports and foundations shall be removed from the project site. This will be considered subsidiary to Item 502.

□ See BC(4) for definition of "Work Duration."

✳ Wood sign posts MUST be one piece. Splicing will NOT be allowed. Posts shall be painted white.

△ See the CWZTCD for the type of sign substrate that can be used for each approved sign support.

Texas Department of Transportation — Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION TYPICAL SIGN SUPPORT

BC(5)-14

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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 Materials	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

Williamson County, Texas

(The Engineer may approve other messages not specifically covered here.)

Phase 1: Condition Lists

Road/Lane/Ramp Closure List

- FREEWAY CLOSED X MILE
- FRONTAGE ROAD CLOSED
- ROAD CLOSED AT SH XXX
- SHOULDER CLOSED XXX FT
- ROAD CLSD AT FM XXXX
- RIGHT LN CLOSED XXX FT
- RIGHT X LANES CLOSED
- RIGHT X LANES OPEN
- CENTER LANE CLOSED
- DAYTIME LANE CLOSURES
- NIGHT LANE CLOSURES
- I-XX SOUTH EXIT CLOSED
- VARIOUS LANES CLOSED
- EXIT XXX CLOSED X MILE
- EXIT CLOSED
- RIGHT LN TO BE CLOSED
- MALL DRIVEWAY CLOSED
- X LANES CLOSED TUE - FRI
- XXXXXXXX BLVD CLOSED

Other Condition List

- ROADWORK XXX FT
- ROAD REPAIRS XXXX FT
- FLAGGER XXXX FT
- LANE NARROWS XXXX FT
- RIGHT LN NARROWS XXXX FT
- TWO-WAY TRAFFIC XX MILE
- MERGING TRAFFIC XXXX FT
- CONST TRAFFIC XXX FT
- LOOSE GRAVEL XXXX FT
- UNEVEN LANES XXXX FT
- DETOUR X MILE
- ROUGH ROAD XXXX FT
- ROADWORK PAST SH XXXX
- ROADWORK NEXT FRI-SUN
- BUMP XXXX FT
- US XXX EXIT X MILES
- TRAFFIC SIGNAL XXXX FT
- LANES SHIFT *

* LANES SHIFT in Phase 1 must be used with STAY IN LANE in Phase 2.

Phase 2: Possible Component Lists

Action to Take/Effect on Travel List

- MERGE RIGHT
- FORM X LINES RIGHT
- DETOUR NEXT X EXITS
- USE XXXXX RD EXIT
- USE EXIT XXX
- USE EXIT I-XX NORTH
- STAY ON US XXX SOUTH
- USE I-XX E TO I-XX N
- TRUCKS USE US XXX N
- WATCH FOR TRUCKS
- WATCH FOR TRUCKS
- EXPECT DELAYS
- EXPECT DELAYS
- PREPARE TO STOP
- REDUCE SPEED XXX FT
- END SHOULDER USE
- USE OTHER ROUTES
- WATCH FOR WORKERS
- STAY IN LANE *

Location List

- AT FM XXXX
- BEFORE RAILROAD CROSSING
- NEXT X MILES
- PAST US XXX EXIT
- XXXXXXX TO XXXXXXX
- US XXX TO FM XXXX

Warning List

- SPEED LIMIT XX MPH
- MAXIMUM SPEED XX MPH
- MINIMUM SPEED XX MPH
- ADVISORY SPEED XX MPH
- RIGHT LANE EXIT
- USE CAUTION
- DRIVE SAFELY
- DRIVE WITH CARE

** Advance Notice List

- TUE-FRI XX AM- X PM
- APR XX-XX X PM-X AM
- BEGINS MONDAY
- BEGINS MAY XX
- MAY X-X XX PM - XX AM
- NEXT FRI-SUN
- XX AM TO XX PM
- NEXT TUE AUG XX
- TONIGHT XX PM- XX AM

** 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

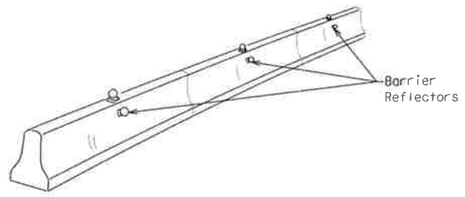
BARRICADE AND CONSTRUCTION PORTABLE CHANGEABLE MESSAGE SIGN (PCMS)

BC(6)-14

FILE: bc14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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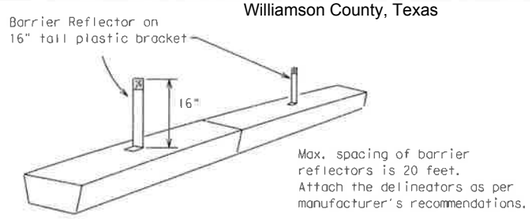
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1. Barrier Reflectors shall be pre-qualified, and conform to the color and reflectivity requirements of DMS-8600. A list of prequalified Barrier Reflectors can be found at the Material Producer List web address shown on BC(1).
2. Color of Barrier Reflectors shall be as specified in the TMUTCD. The cost of the reflectors shall be considered subsidiary to Item 512.

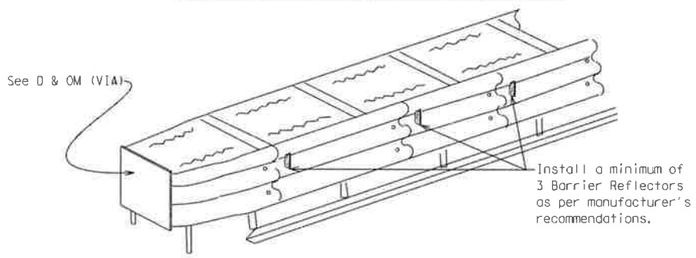


CONCRETE TRAFFIC BARRIER (CTB)

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)

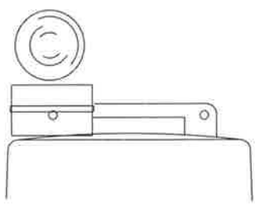


DELINEATION OF END TREATMENTS

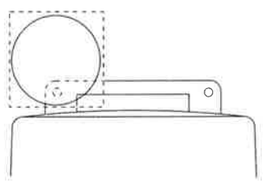
END TREATMENTS FOR CTB'S USED IN WORK ZONES

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_{FL} or C_{FL} Sheeting meeting the requirements of Departmental Material Specification DMS-8300.
4. Type-C and Type D 360 degree Steady Burn Lights are intended to be used in a series for delineation to supplement other traffic control devices. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "SB".
5. The Engineer/Inspector or the plans shall specify the location and type of warning lights to be installed on the traffic control devices.
6. When required by the Engineer, the Contractor shall furnish a copy of the warning lights certification. The warning light manufacturer will certify the warning lights meet the requirements of the latest ITE Purchase Specifications for Flashing and Steady-Burn Warning Lights.
7. When used to delineate curves, Type-C and Type D Steady Burn Lights should only be placed on the outside of the curve, not the inside.
8. The location of warning lights and warning reflectors on drums shall be as shown elsewhere in the plans.

WARNING LIGHTS MOUNTED ON PLASTIC DRUMS

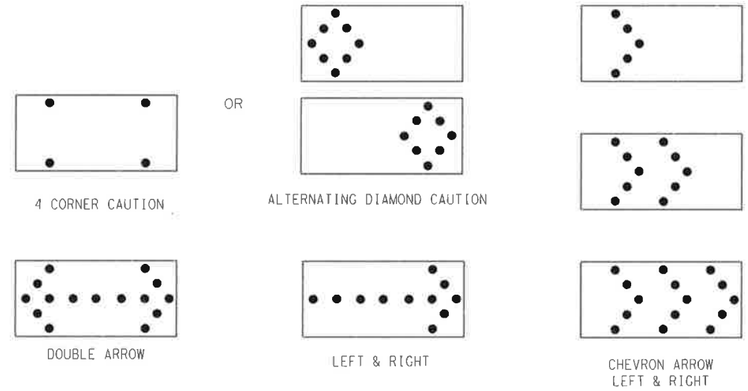
1. Type A flashing warning lights are intended to warn drivers that they are approaching or are in a potentially hazardous area.
2. Type A random flashing warning lights are not intended for delineation and shall not be used in a series.
3. A series of sequential flashing warning lights placed on channelizing devices to form a merging taper may be used for delineation. If used, the successive flashing of the sequential warning lights should occur from the beginning of the taper to the end of the merging taper in order to identify the desired vehicle path. The rate of flashing for each light shall be 65 flashes per minute, plus or minus 10 flashes.
4. Type C and D steady-burn warning lights are intended to be used in a series to delineate the edge of the travel lane on detours, on lane changes, on lane closures, and on other similar conditions.
5. Type A, Type C and Type D warning lights shall be installed at locations as detailed on other sheets in the plans.
6. Warning lights shall not be installed on a drum that has a sign, chevron or vertical panel.
7. The maximum spacing for warning lights on drums should be identical to the channelizing device spacing.

WARNING REFLECTORS MOUNTED ON PLASTIC DRUMS AS A SUBSTITUTE FOR TYPE C (STEADY BURN) WARNING LIGHTS

1. A warning reflector or approved substitute may be mounted on a plastic drum as a substitute for a Type C, steady burn warning light at the discretion of the Contractor unless otherwise noted in the plans.
2. The warning reflector shall be yellow in color and shall be manufactured using a sign substrate approved for use with plastic drums listed on the CWZTCD.
3. The warning reflector shall have a minimum retroreflective surface area (one-side) of 30 square inches.
4. Round reflectors shall be fully reflectorized, including the area where attached to the drum.
5. Square substrates must have a minimum of 30 square inches of reflectorized sheeting. They do not have to be reflectorized where it attaches to the drum.
6. The side of the warning reflector facing approaching traffic shall have sheeting meeting the color and retroreflectivity requirements for DMS 8300-Type B or Type C.
7. When used near two-way traffic, both sides of the warning reflector shall be reflectorized.
8. The warning reflector should be mounted on the side of the handle nearest approaching traffic.
9. The maximum spacing for warning reflectors should be identical to the channelizing device spacing requirements.

Arrow Boards may be located behind channelizing devices in place for a shoulder taper or merging taper, otherwise they shall be delineated with four (4) channelizing devices placed perpendicular to traffic on the upstream side of traffic.

1. The Flashing Arrow Board should be used for all lane closures on multi-lane roadways, or slow moving maintenance or construction activities on the travel lanes.
2. Flashing Arrow Boards should not be used on two-lane, two-way roadways, detours, diversions or work on shoulders unless the "CAUTION" display (see detail below) is used.
3. The Engineer/Inspector shall choose all appropriate signs, barricades and/or other traffic control devices that should be used in conjunction with the Flashing Arrow Board.
4. The Flashing Arrow Board should be able to display the following symbols:



5. The "CAUTION" display consists of four corner lamps flashing simultaneously, or the Alternating Diamond Caution mode as shown.
6. The straight line caution display is NOT ALLOWED.
7. The Flashing Arrow Board shall be capable of minimum 50 percent dimming from rated lamp voltage. The flashing rate of the lamps shall not be less than 25 nor more than 40 flashes per minute.
8. Minimum lamp "on time" shall be approximately 50 percent for the flashing arrow and equal intervals of 25 percent for each sequential phase of the flashing chevron.
9. The sequential arrow display is NOT ALLOWED.
10. The flashing arrow display is the TxDOT standard; however, the sequential Chevron display may be used during daylight operations.
11. The Flashing Arrow Board shall be mounted on a vehicle, trailer or other suitable support.
12. A Flashing Arrow Board SHALL NOT BE USED to laterally shift traffic.
13. A full matrix PCMS may be used to simulate a Flashing Arrow Board provided it meets visibility, flash rate and dimming requirements on this sheet for the same size arrow.
14. Minimum mounting height of trailer mounted Arrow Boards should be 7 feet from roadway to bottom of panel.

REQUIREMENTS			
TYPE	MINIMUM SIZE	MINIMUM NUMBER OF PANEL LAMPS	MINIMUM VISIBILITY DISTANCE
B	30 x 60	13	3/4 mile
C	48 x 96	15	1 mile

ATTENTION

Flashing Arrow Boards shall be equipped with automatic dimming devices.

WHEN NOT IN USE, REMOVE THE ARROW BOARD FROM THE RIGHT-OF-WAY OR PLACE THE ARROW BOARD BEHIND CONCRETE TRAFFIC BARRIER OR GUARDRAIL.

FLASHING ARROW BOARDS

TRUCK-MOUNTED ATTENUATORS

1. Truck-mounted attenuators (TMA) used on TxDOT facilities must meet the requirements outlined in the National Cooperative Highway Research Report No. 350 (NCHRP 350) or the Manual for Assessing Safety Hardware (MASH).
2. Refer to the CWZTCD for the requirements of Level 2 or Level 3 TMAs.
3. Refer to the CWZTCD for a list of approved TMAs.
4. TMAs are required on freeways unless otherwise noted in the plans.
5. A TMA should be used anytime that it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the work performance.
6. The only reason a TMA should not be required is when a work area is spread down the roadway and the work crew is an extended distance from the TMA.

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION ARROW PANEL, REFLECTORS, WARNING LIGHTS & ATTENUATOR

BC(7)-14

FILE:	bc-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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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:

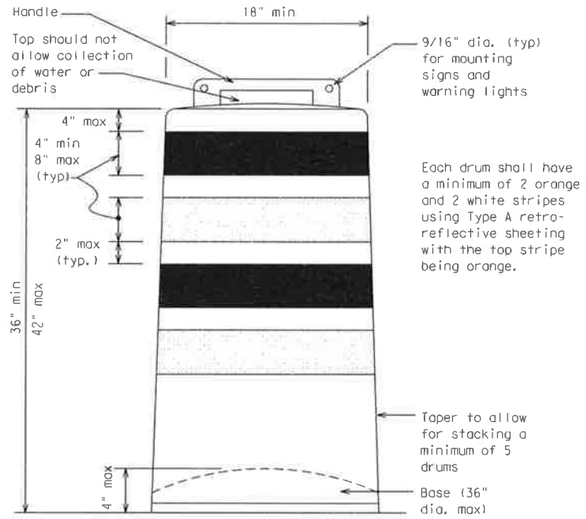
1. Plastic drums shall be a two-piece design; the "body" of the drum shall be the top portion and the "base" shall be the bottom.
2. The body and base shall lock together in such a manner that the body separates from the base when impacted by a vehicle traveling at a speed of 20 MPH or greater but prevents 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.

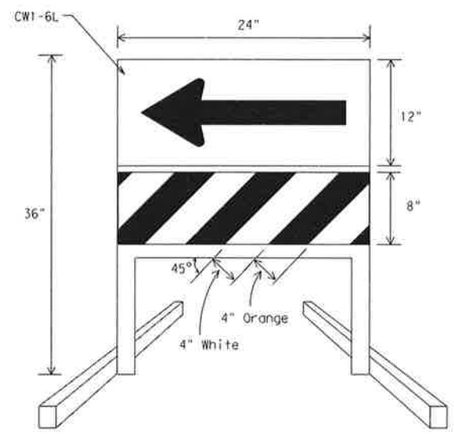
RETROREFLECTIVE SHEETING

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

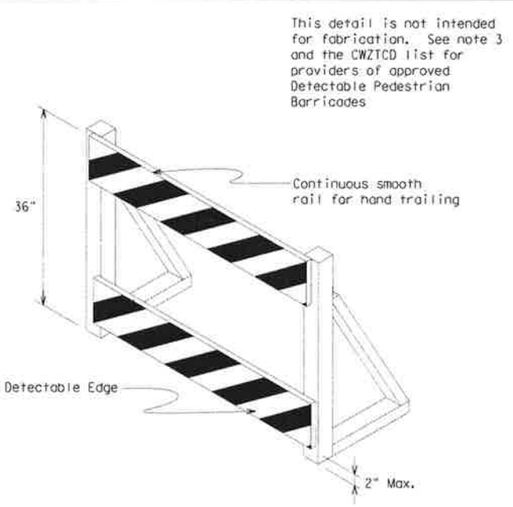
1. Unballasted bases shall be large enough to hold up to 50 lbs. of sand. This base, when filled with the ballast material, should weigh between 35 lbs (minimum) and 50 lbs (maximum). The ballast may be sand in one to three sandbags separate from the base, sand in a sand-filled plastic base, or other 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.





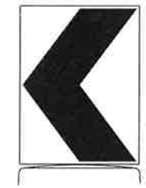
DIRECTION INDICATOR BARRICADE

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_{FL} or Type C_{FL} 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_{FL} or Type C_{FL} Orange 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.

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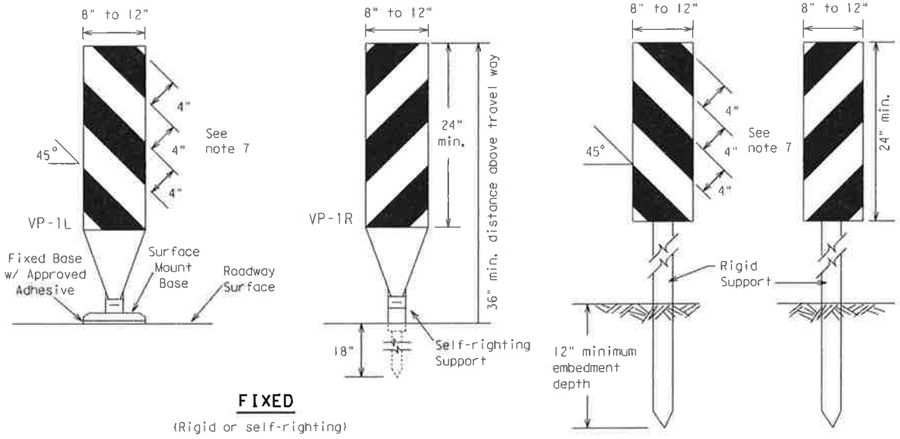
BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(8)-14

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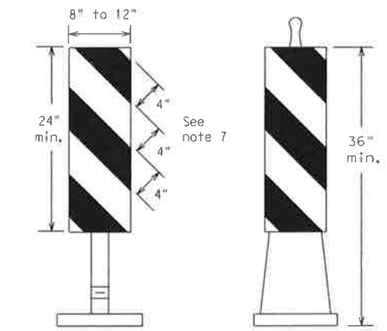
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FIXED

(Rigid or self-righting)

DRIVEABLE

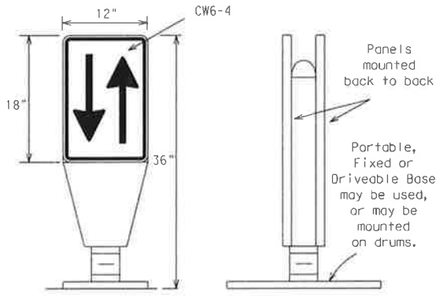


(Rigid or self-righting)

PORTABLE

1. Vertical Panels (VP's) are normally used to channelize traffic or divide opposing lanes of traffic.
2. VP's may be used in daytime or nighttime situations. They may be used at the edge of shoulder drop-offs and other areas such as lane transitions where positive daytime and nighttime delineation is required. The Engineer/Inspector shall refer to the Roadway Design Manual Appendix B "Treatment of Pavement Drop-offs in Work Zones" for additional guidelines on the use of VP's for drop-offs.
3. VP's should be mounted back to back if used at the edge of cuts adjacent to two-way two lane roadways. Stripes are to be reflective orange and reflective white and should always slope downward toward the travel lane.
4. VP's used on expressways and freeways or other high speed roadways, may have more than 270 square inches of retroreflective area facing traffic.
5. Self-righting supports are available with portable base. See "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
6. Sheeting for the VP's shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300, unless noted otherwise.
7. Where the height of reflective material on the vertical panel is 36 inches or greater, a panel stripe of 6 inches shall be used.

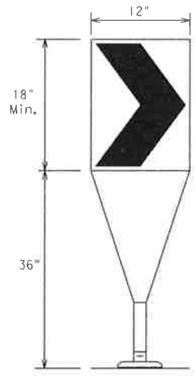
VERTICAL PANELS (VPs)



1. Opposing Traffic Lane Dividers (OTLD) are delineation devices designed to convert a normal one-way roadway section to two-way operation. OTLD's are used on temporary centerlines. The upward and downward arrows on the sign's face indicate the direction of traffic on either side of the divider. The base is secured to the pavement with an adhesive or rubber weight to minimize movement caused by a vehicle impact or wind gust.
2. The OTLD may be used in combination with 42" cones or VPs.
3. Spacing between the OTLD shall not exceed 500 feet. 42" cones or VPs placed between the OTLD's should not exceed 100 foot spacing.
4. The OTLD shall be orange with a black non-reflective legend. Sheeting for the OTLD shall be retroreflective Type B_{FL} or Type C_{FL} conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.

OPPOSING TRAFFIC LANE DIVIDERS (OTLD)

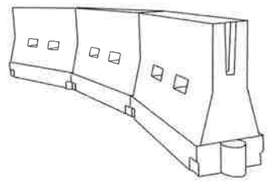
Williamson County, Texas



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_{FL} or Type C_{FL} conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.
6. For Long Term Stationary use on tapers or transitions on freeways and divided highways self-righting chevrons may be used to supplement plastic drums but not to replace plastic drums.

CHEVRONS



LONGITUDINAL CHANNELIZING DEVICES (LCD)

1. LCDs are crashworthy, lightweight, deformable devices that are highly visible, have good target value and can be connected together. They are not designed to contain or redirect a vehicle on impact.
2. LCDs may be used instead of a line of cones or drums.
3. LCDs shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
4. LCDs should not be used to provide positive protection for obstacles, pedestrians or workers.
5. LCDs shall be supplemented with retroreflective delineation as required for temporary barriers on BC(7) when placed roughly parallel to the travel lanes.
6. LCDs used as barricades placed perpendicular to traffic should have at least one row of reflective sheeting meeting the requirements for barricade rails as shown on BC(10) placed near the top of the LCD along the full length of the device.

WATER BALLASTED SYSTEMS USED AS BARRIERS

1. Water ballasted systems used as barriers shall not be used solely to channelize road users, but also to protect the work space per the appropriate NCHRP 350 crashworthiness requirements based on roadway speed and barrier application.
2. Water ballasted systems used to channelize vehicular traffic shall be supplemented with retroreflective delineation or channelizing devices to improve daytime/nighttime visibility. They may also be supplemented with pavement markings.
3. Water ballasted systems used as barriers shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
4. Water ballasted systems used as barriers should not be used for a merging taper except in low speed (less than 45 MPH) urban areas. When used on a taper in a low speed urban area, the taper shall be delineated and the taper length should be designed to optimize road user operations considering the available geometric conditions.
5. When water ballasted systems used as barriers have blunt ends exposed to traffic, they should be attenuated as per manufacturer recommendations or flared to a point outside the clear zone.

If used to channelize pedestrians, longitudinal channelizing devices or water ballasted systems must have a continuous detectable bottom for users of long canes and the top of the unit shall not be less than 32 inches in height.

HOLLOW OR WATER BALLASTED SYSTEMS USED AS LONGITUDINAL CHANNELIZING DEVICES OR BARRIERS

Bid 1706-169

GENERAL NOTES

1. Work Zone channelizing devices illustrated on this sheet may be installed in close proximity to traffic and are suitable for use on high or low speed roadways. The Engineer/Inspector shall ensure that spacing and placement is uniform and in accordance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
2. Channelizing devices shown on this sheet may have a driveable, fixed or portable base. The requirement for self-righting channelizing devices must be specified in the General Notes or other plan sheets.
3. Channelizing devices on self-righting supports should be used in work zone areas where channelizing devices are frequently impacted by errant vehicles or vehicle related wind gusts making alignment of the channelizing devices difficult to maintain. Locations of these devices shall be detailed elsewhere in the plans. These devices shall conform to the TMUTCD and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
4. The Contractor shall maintain devices in a clean condition and replace damaged, nonreflective, faded, or broken devices and bases as required by the Engineer/Inspector. The Contractor shall be required to maintain proper device spacing and alignment.
5. Portable bases shall be fabricated from virgin and/or recycled rubber. The portable bases shall weigh a minimum of 30 lbs.
6. Pavement surfaces shall be prepared in a manner that ensures proper bonding between the adhesives, the fixed mount bases and the pavement surface. Adhesives shall be prepared and applied according to the manufacturer's recommendations.
7. The installation and removal of channelizing devices shall not cause detrimental effects to the final pavement surfaces, including pavement surface discoloration or surface integrity. Driveable bases shall not be permitted on final pavement surfaces. The Engineer/Inspector shall approve all application and removal procedures of fixed bases.

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'
35		205'	225'	245'	35'	70'
40		265'	295'	320'	40'	80'
45	L=WS	450'	495'	540'	45'	90'
50		500'	550'	600'	50'	100'
55		550'	605'	660'	55'	110'
60		600'	660'	720'	60'	120'
65		650'	715'	780'	65'	130'
70		700'	770'	840'	70'	140'
75		750'	825'	900'	75'	150'
80		800'	880'	960'	80'	160'

** Taper lengths have been rounded off.
L=Length of Taper (FT.) W=Width of Offset (FT.)
S=Posted Speed (MPH)

SUGGESTED MAXIMUM SPACING OF CHANNELIZING DEVICES AND MINIMUM DESIRABLE TAPER LENGTHS

SHEET 9 OF 12

Texas Department of Transportation | Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(9)-14

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REVISIONS 9-07 8-14 7-13	DIST	COUNTY		SHEET NO. 52

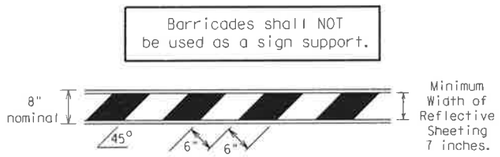
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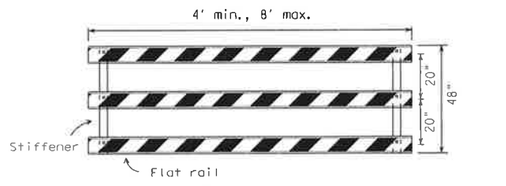
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TYPE 3 BARRICADES

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.



TYPICAL STRIPING DETAIL FOR BARRICADE RAIL

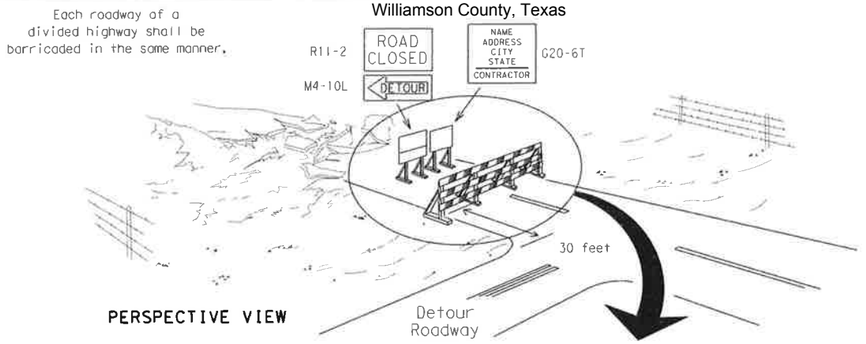


Stiffener may be inside or outside of support, but no more than 2 stiffeners shall be allowed on one barricade.

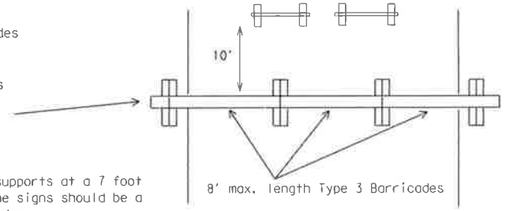
TYPICAL PANEL DETAIL
FOR SKID OR POST TYPE BARRICADES

Williamson County, Texas

Bid 1706-169



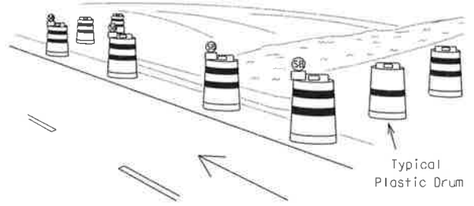
PERSPECTIVE VIEW



PLAN VIEW

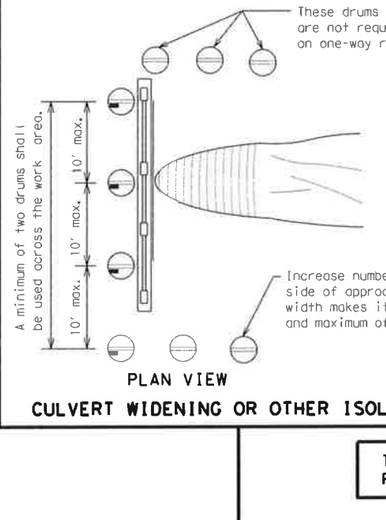
1. Signs should be mounted on independent supports at a 7 foot mounting height in center of roadway. The signs should be a minimum of 10 feet behind Type 3 Barricades.
2. Advance signing shall be as specified elsewhere in the plans.

TYPE 3 BARRICADE (POST AND SKID) TYPICAL APPLICATION



PERSPECTIVE VIEW

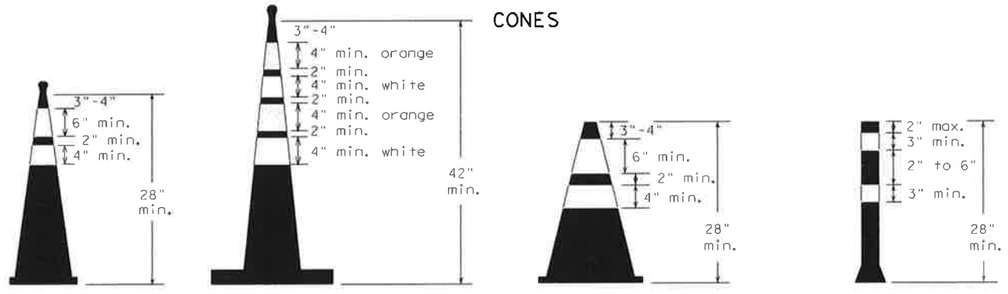
1. Where positive redirectional capability is provided, drums may be omitted.
2. Plastic construction fencing may be used with drums for safety as required in the plans.
3. Vertical Panels on flexible support may be substituted for drums when the shoulder width is less than 4 feet.
4. When the shoulder width is greater than 12 feet, steady-burn lights may be omitted if drums are used.
5. Drums must extend the length of the culvert widening.



PLAN VIEW

LEGEND	
	Plastic drum
	Plastic drum with steady burn light or yellow warning reflector
SB	Steady burn warning light or yellow warning reflector

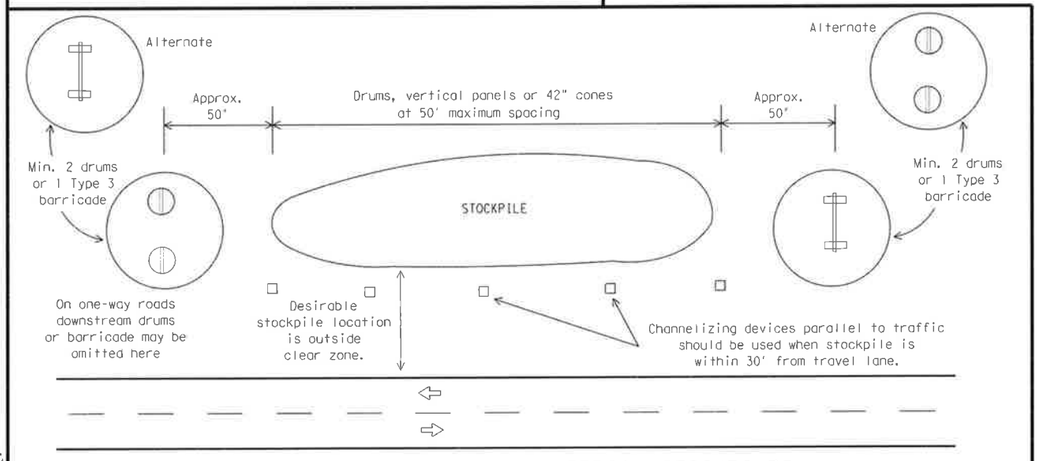
CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS



28" Cones shall have a minimum weight of 9 1/2 lbs.

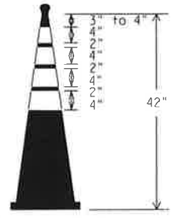
42" 2-piece cones shall have a minimum weight of 30 lbs. including base.

1. Traffic cones and tubular markers shall be predominantly orange, and meet the height and weight requirements shown above.
2. One-piece cones have the body and base of the cone molded in one consolidated unit. Two-piece cones have a cone shaped body and a separate rubber base, or ballast, that is added to keep the device upright and in place.
3. Two-piece cones may have a handle or loop extending up to 8" above the minimum height shown, in order to aid in retrieving the device.
4. Cones or tubular markers used at night shall have white or white and orange reflective bands as shown above. The reflective bands shall have a smooth, sealed outer surface and meet the requirements of Departmental Material Specification DMS-8300 Type A.
5. 28" cones and tubular markers are generally suitable for short duration and short-term stationary work as defined on BC(4). These should not be used for intermediate-term or long-term stationary work unless personnel is on-site to maintain them in their proper upright position.
6. 42" two-piece cones, vertical panels or drums are suitable for all work zone durations.
7. Cones or tubular markers used on each project should be of the same size and shape.



TRAFFIC CONTROL FOR MATERIAL STOCKPILES

THIS DEVICE SHALL NOT BE USED ON PROJECTS LET AFTER MARCH 2014.



EDGELINE CHANNELIZER

1. This device is intended only for use in place of a vertical panel to channelize traffic by indicating the edge of the travel lane. It is not intended to be used in transitions or tapers.
2. This device shall not be used to separate lanes of traffic (opposing or otherwise) or warn of objects.
3. This device is based on a 42 inch, two-piece cone with an alternate striping pattern: four 4 inch retroreflective bands, with an approximate 2 inch gap between bands. The color of the band should correspond to the color of the edgeline (yellow for left edgeline, white for right edgeline) for which the device is substituted or for which it supplements. The reflectorized bands shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300, unless otherwise noted.
4. The base must weigh a minimum of 30 lbs.

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(10)-14

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WORK ZONE PAVEMENT MARKINGS

GENERAL

1. The Contractor shall be responsible for maintaining work zone and existing pavement markings, in accordance with the standard specifications and special provisions, on all roadways open to traffic within the CSJ limits unless otherwise stated in the plans.
2. Color, patterns and dimensions shall be in conformance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
3. Additional supplemental pavement marking details may be found in the plans or specifications.
4. Pavement markings shall be installed in accordance with the TMUTCD and as shown on the plans.
5. When short term markings are required on the plans, short term markings shall conform with the TMUTCD, the plans and details as shown on the Standard Plan Sheet WZ(STPM).
6. When standard pavement markings are not in place and the roadway is opened to traffic, DO NOT PASS signs shall be erected to mark the beginning of the sections where passing is prohibited and PASS WITH CARE signs at the beginning of sections where passing is permitted.
7. All work zone pavement markings shall be installed in accordance with Item 662, "Work Zone Pavement Markings."

RAISED PAVEMENT MARKERS

1. Raised pavement markers are to be placed according to the patterns on BC(12).
2. All raised pavement markers used for work zone markings shall meet the requirements of Item 672, "RAISED PAVEMENT MARKERS" and Departmental Material Specification DMS-4200 or DMS-4300.

PREFABRICATED PAVEMENT MARKINGS

1. Removable prefabricated pavement markings shall meet the requirements of DMS-8241.
2. Non-removable prefabricated pavement markings (foil back) shall meet the requirements of DMS-8240.

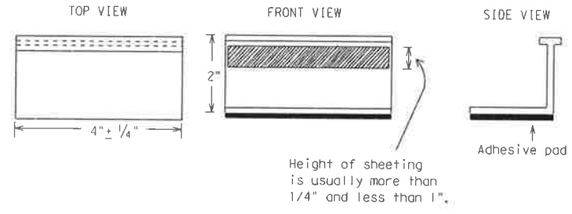
MAINTAINING WORK ZONE PAVEMENT MARKINGS

1. The Contractor will be responsible for maintaining work zone pavement markings within the work limits.
2. Work zone pavement markings shall be inspected in accordance with the frequency and reporting requirements of work zone traffic control device inspections as required by Form 599.
3. The markings should provide a visible reference for a minimum distance of 300 feet during normal daylight hours and 160 feet when illuminated by automobile low-beam headlights at night, unless sight distance is restricted by roadway geometrics.
4. Markings failing to meet this criteria within the first 30 days after placement shall be replaced at the expense of the Contractor as per Specification Item 662.

REMOVAL OF PAVEMENT MARKINGS

1. Pavement markings that are no longer applicable, could create confusion or direct a motorist toward or into the closed portion of the roadway shall be removed or obliterated before the roadway is opened to traffic.
2. The above shall not apply to detours in place for less than three days, where flaggers and/or sufficient channelizing devices are used in lieu of markings to outline the detour route.
3. Pavement markings shall be removed to the fullest extent possible, so as not to leave a discernable marking. This shall be by any method approved by TxDOT Specification Item 677 for "Eliminating Existing Pavement Markings and Markers".
4. The removal of pavement markings may require resurfacing or seal coating portions of the roadway as described in Item 677.
5. Subject to the approval of the Engineer, any method that proves to be successful on a particular type pavement may be used.
6. Blast cleaning may be used but will not be required unless specifically shown in the plans.
7. Over-painting of the markings SHALL NOT BE permitted.
8. Removal of raised pavement markers shall be as directed by the Engineer.
9. Removal of existing pavement markings and markers will be paid for directly in accordance with Item 677, "ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS," unless otherwise stated in the plans.
10. Black-out marking tape may be used to cover conflicting existing markings for periods less than two weeks when approved by the Engineer.

Temporary Flexible-Reflective Roadway Marker Tabs



STAPLES OR NAILS SHALL NOT BE USED TO SECURE TEMPORARY FLEXIBLE-REFLECTIVE ROADWAY MARKER TABS TO THE PAVEMENT SURFACE

1. Temporary flexible-reflective roadway marker tabs used as guidemarks shall meet the requirements of DMS-8242.
2. Tabs detailed on this sheet are to be inspected and accepted by the Engineer or designated representative. Sampling and testing is not normally required, however at the option of the Engineer, either "A" or "B" below may be imposed to assure quality before placement on the roadway.
   A. Select five (5) or more tabs at random from each lot or shipment and submit to the Construction Division, Materials and Pavement Section to determine specification compliance.
   B. Select five (5) tabs and perform the following test. Affix five (5) tabs at 24 inch intervals on an asphaltic pavement in a straight line. Using a medium size passenger vehicle or pickup, run over the markers with the front and rear tires at a speed of 35 to 40 miles per hour, four (4) times in each direction. No more than one (1) out of the five (5) reflective surfaces shall be lost or displaced as a result of this test.
3. Small design variances may be noted between tab manufacturers.
4. See Standard Sheet WZ(STPM) for tab placement on new pavements. See Standard Sheet TCP(7-1) for tab placement on seal coat work.

RAISED PAVEMENT MARKERS USED AS GUIDEMARKS

1. Raised pavement markers used as guidemarks shall be from the approved product list, and meet the requirements of DMS-4200.
2. All temporary construction raised pavement markers provided on a project shall be of the same manufacturer.
3. Adhesive for guidemarks shall be bituminous material hot applied or butyl rubber pad for all surfaces, or thermoplastic for concrete surfaces.

Guidemarks shall be designated as:
YELLOW - (two amber reflective surfaces with yellow body).
WHITE - (one silver reflective surface with white body).

DEPARTMENTAL MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
TRAFFIC BUTTONS	DMS-4300
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240
TEMPORARY REMOVABLE, PREFABRICATED PAVEMENT MARKINGS	DMS-8241
TEMPORARY FLEXIBLE, REFLECTIVE ROADWAY MARKER TABS	DMS-8242

A list of prequalified reflective raised pavement markers, non-reflective traffic buttons, roadway marker tabs and other pavement markings can be found at the Material Producer List web address shown on BC(1).

Texas Department of Transportation | Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PAVEMENT MARKINGS

BC(11)-14

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11-02 8-14				

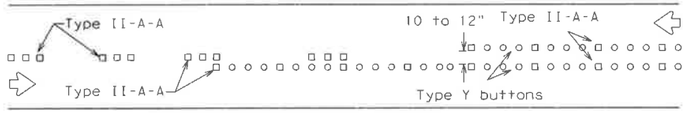
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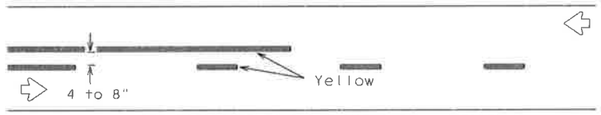
PAVEMENT MARKING PATTERNS



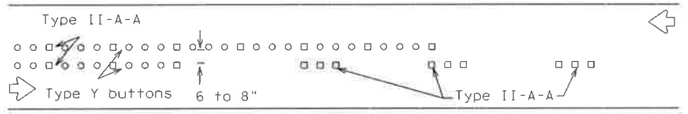
REFLECTORIZED PAVEMENT MARKINGS - PATTERN A



RAISED PAVEMENT MARKERS - PATTERN A



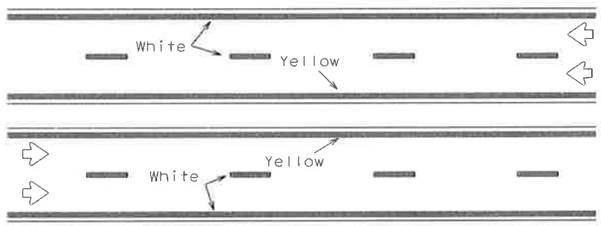
REFLECTORIZED PAVEMENT MARKINGS - PATTERN B



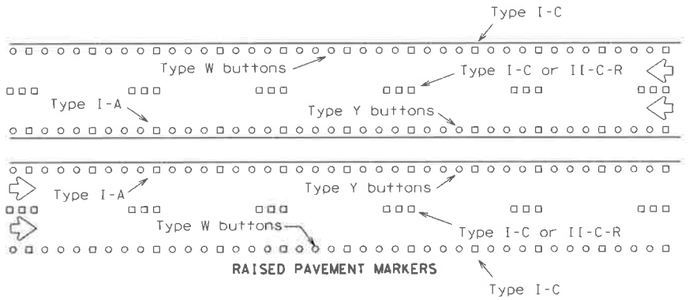
RAISED PAVEMENT MARKERS - PATTERN B

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



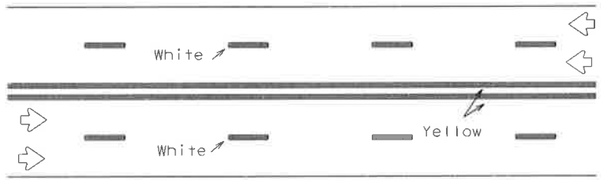
REFLECTORIZED PAVEMENT MARKINGS



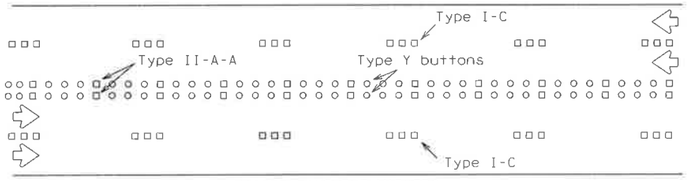
RAISED PAVEMENT MARKERS

Prefabricated markings may be substituted for reflectorized pavement markings.

EDGE & LANE LINES FOR DIVIDED HIGHWAY



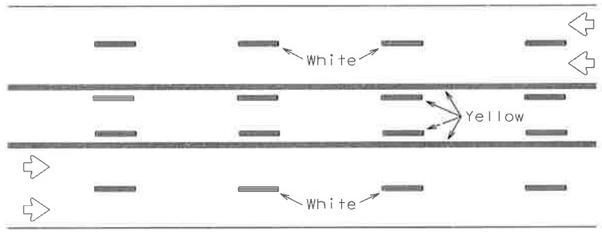
REFLECTORIZED PAVEMENT MARKINGS



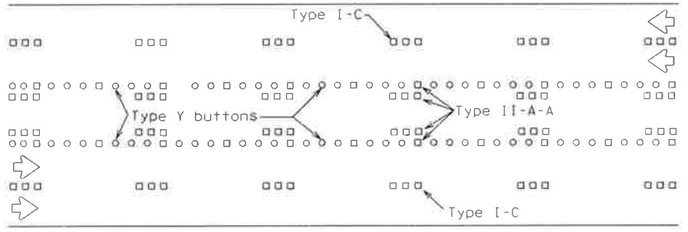
RAISED PAVEMENT MARKERS

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.

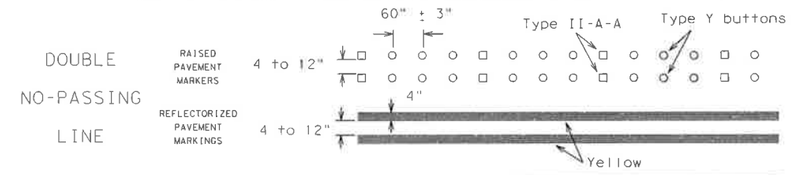
TWO-WAY LEFT TURN LANE

STANDARD WORK ZONE PAVEMENT MARKINGS DETAILS

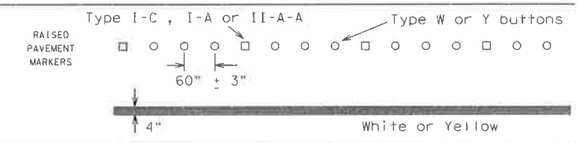
Bid 1706-169

SOLID LINES

DOUBLE NO-PASSING LINE

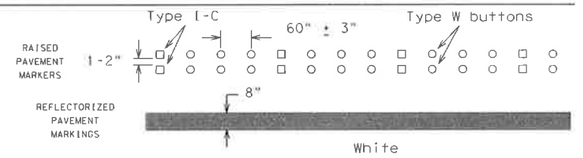


EDGE LINE OR SINGLE NO-PASSING LINE



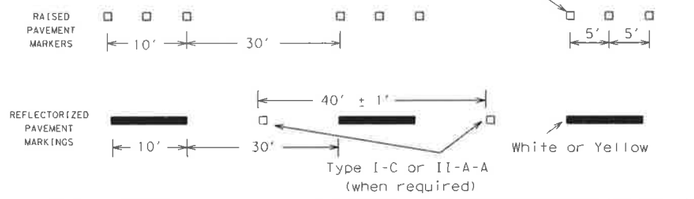
WIDE LINE

(FOR LEFT TURN CHANNELIZING LINE OR CHANNELIZING LINE USED TO DISCOURAGE LANE CHANGING.)



BROKEN LINES

CENTER LINE OR LANE LINE

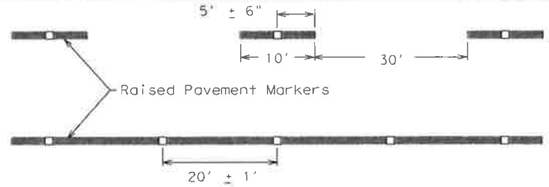


AUXILIARY OR LANEDROP LINE



REMOVABLE MARKINGS WITH RAISED PAVEMENT MARKERS

If raised pavement markers are used to supplement REMOVABLE markings, the markers shall be applied to the top of the tape at the approximate mid length of tape used for broken lines or at 20 foot spacing for solid lines. This allows an easier removal of raised pavement markers and tape.



Centerline only - not to be used on edge lines

Raised pavement markers used as standard pavement markings shall be from the approved products list and meet the requirements of Item 672 "RAISED PAVEMENT MARKERS."

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PAVEMENT MARKING PATTERNS

BC(12)-14

FILE:	bc-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT	February 1998	CONT	SECT	JOB	HIGHWAY
REVISIONS					
1-97 9-07		DIST	COUNTY		SHEET NO.
2-98 7-13					55
11-02 8-14					

WILLIAMSON COUNTY BID FORM

RONALD REAGAN BLVD FROM RM 2338 TO SH 195
MILLING AND OVERLAY

WILLIAMSON COUNTY
ROAD AND BRIDGE DIVISION

BID NUMBER: IFB XXXX-XXX

NAME OF BIDDER: _____

Mailing Address: _____

City: _____ State: _____ Zip:_____

Email Address: _____

Telephone: (_____) _____ Fax: (_____) _____ _____

Mobile Phone: (_____) _____

Ronald Reagan Blvd From RM 2338 To Sta 140+00 (Cowan Creek)

Phase 1 - Estimate of Quantities Summary

PHASE	ITEM	NO	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	COST
PH 1	160	6003	FURNISHING AND PLACING TOPSOIL (4")	SY	24658		
PH 1	164	6033	DRILL SEEDING (PERM) (RURAL) (SANDY)	SY	24658		
PH 1	166	6001	FERTILIZER	AC	6		
PH 1	168	6001	VEGETATIVE WATERING	MG	1147		
PH 1	316	6175	AGGR (TY-B GR-4 SAC-B)	CY	606		
PH 1	316	6466	ASPH (CHFRS-2P OR CRS-2P)	GAL	24359		
PH 1	341	6043	D - GR HMA TY - D PG70 - 22	TON	7656		
PH 1	354	6021	PLANE ASPH CONC PAV (0" TO 2")	SY	2021		
PH 1	500	6001	MOBILIZATION	LS	1		
PH 1	502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2		
PH 1	662	6109	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	1611		
PH 1	662	6111	WK ZN PAV MRK SHT TERM (TAB) TY Y - 2	EA	2984		
PH 1	666	6035	REFL PAV MRK TY I (W) 8" (SLD) (090MIL)	LF	1540		
PH 1	666	6047	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	LF	60		
PH 1	666	6053	REFL PAV MRK TY I (W) (ARROW) (090MIL)	EA	7		
PH 1	666	6077	REFL PAV MRK TY I (W) (WORD) (090MIL)	EA	6		
PH 1	666	6146	REFL PAV MRK TY I (Y) 24" (SLD) (090MIL)	LF	578		
PH 1	666	6167	REFL PAV MRK TY II (W) 4" (BRK)	LF	0		
PH 1	666	6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	28286		
PH 1	666	6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	1540		
PH 1	666	6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	60		
PH 1	666	6184	REFL PAV MRK TY II (W) (ARROW)	EA	7		
PH 1	666	6192	REFL PAV MRK TY II (W) (WORD)	EA	6		
PH 1	666	6205	REFL PAV MRK TY II (Y) 4" (BRK)	LF	1288		
PH 1	666	6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	28836		
PH 1	666	6214	REFL PAV MRK TY II (Y) 24" (SLD)	LF	578		
PH 1	666	6299	RE PM W / RET REQ TY I (W) 4" (BRK) (090MIL)	LF	0		
PH 1	666	6302	RE PM W / RET REQ TY I (W) 4" (SLD) (090MIL)	LF	28286		
PH 1	666	6311	RE PM W / RET REQ TY I (Y) 4" (BRK) (090MIL)	LF	1288		
PH 1	666	6314	RE PM W / RET REQ TY I (Y) 4" (SLD) (090MIL)	LF	28836		
PH 1	672	6007	REFL PAV MRKR TY I-C	EA	77		
PH 1	672	6009	REFL PAV MRKR TY II-A-A	EA	985		
PH 1	672	6010	REFL PAV MRKR TY II-C-R	EA	0		
PH 1	677	6001	ELIM EXT PAV MRK & MRKS (4")	LF	0		
PH 1	677	6003	ELIM EXT PAV MRK & MRKS (8")	LF	0		
					TOTAL		

Ronald Reagan Blvd From Sta 140+00 (Cowan Creek) To SH 195							
Phase 2 - Estimate of Quantities Summary							
PHASE	ITEM	NO	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	COST
PH 2	160	6003	FURNISHING AND PLACING TOPSOIL (4")	SY	25112		
PH 2	164	6033	DRILL SEEDING (PERM) (RURAL) (SANDY)	SY	25912		
PH 2	166	6001	FERTILIZER	AC	6		
PH 2	168	6001	VEGETATIVE WATERING	MG	1168		
PH 2	316	6175	AGGR (TY-B GR-4 SAC-B)	CY	724		
PH 2	316	6466	ASPH (CHFRS-2P OR CRS-2P)	GAL	29108		
PH 2	341	6043	D - GR HMA TY - D PG70 - 22	TON	9149		
PH 2	354	6021	PLANE ASPH CONC PAV (0" TO 2")	SY	4659		
PH 2	500	6001	MOBILIZATION	LS	1		
PH 2	502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2		
PH 2	662	6109	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	2617		
PH 2	662	6111	WK ZN PAV MRK SHT TERM (TAB) TY Y - 2	EA	3903		
PH 2	666	6035	REFL PAV MRK TY I (W) 8" (SLD) (090MIL)	LF	2220		
PH 2	666	6047	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	LF	420		
PH 2	666	6053	REFL PAV MRK TY I (W) (ARROW) (090MIL)	EA	7		
PH 2	666	6077	REFL PAV MRK TY I (W) (WORD) (090MIL)	EA	6		
PH 2	666	6146	REFL PAV MRK TY I (Y) 24" (SLD) (090MIL)	LF	1070		
PH 2	666	6167	REFL PAV MRK TY II (W) 4" (BRK)	LF	633		
PH 2	666	6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	29530		
PH 2	666	6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	2220		
PH 2	666	6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	420		
PH 2	666	6184	REFL PAV MRK TY II (W) (ARROW)	EA	7		
PH 2	666	6192	REFL PAV MRK TY II (W) (WORD)	EA	6		
PH 2	666	6205	REFL PAV MRK TY II (Y) 4" (BRK)	LF	200		
PH 2	666	6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	34064		
PH 2	666	6214	REFL PAV MRK TY II (Y) 24" (SLD)	LF	1070		
PH 2	666	6299	RE PM W / RET REQ TY I (W) 4" (BRK) (090MIL)	LF	633		
PH 2	666	6302	RE PM W / RET REQ TY I (W) 4" (SLD) (090MIL)	LF	29530		
PH 2	666	6311	RE PM W / RET REQ TY I (Y) 4" (BRK) (090MIL)	LF	200		
PH 2	666	6314	RE PM W / RET REQ TY I (Y) 4" (SLD) (090MIL)	LF	34064		
PH 2	672	6007	REFL PAV MRKR TY I-C	EA	111		
PH 2	672	6009	REFL PAV MRKR TY II-A-A	EA	1230		
PH 2	672	6010	REFL PAV MRKR TY II-C-R	EA	32		
PH 2	677	6001	ELIM EXT PAV MRK & MRKS (4")	LF	1800		
PH 2	677	6003	ELIM EXT PAV MRK & MRKS (8")	LF	450		
					TOTAL		

_____ Date of Bid: _____

Signature of Person Authorized to Sign Bid

Printed Name and Title of Signer:_____

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID

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 # 1706-169 RONALD REAGAN BLVD FROM RM 2338 TO SH 195 - MILLING AND OVERLAY; 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 # 1706-169, 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	$1,000,000 Ea. Accident
Bodily Injury by Disease	$1,000,000 Ea. Employee
Bodily Injury by Disease	$1,000,000 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*)	$ 2,000,000	$ 2,000,000
Aggregate policy limits:		$2,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$2,000,000	$2,000,000
Property damage	$2,000,000	$2,000,000
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 $2,000,000.

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 #1706-169 - Ronald Reagan Blvd from RM 2338 to SH 195 - Milling and Overlay

Overall Bid Questions
There are no questions associated with this bid.

Commissioners Court - Regular Session **69.**

Meeting Date: 07/11/2017

Awarding RFP 1704-158 Courthouse Paver Project

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 RFP # 1704-158 Historic Courthouse Sidewalk Paver Project to the overall best respondent Westar Construction, Inc. and authorizing the execution of the agreement.

Background

After thorough evaluation of the five (5) proposals received it was determined by the evaluation committee to award the contract to Westar Construction for the amount of $75,000.00. This project has a final completion of 75 days from the date of notice to proceed.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Evaluation Sheet

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	06/28/2017 03:02 PM
County Judge Exec Asst.	Wendy Coco	06/29/2017 09:24 AM
Form Started By: Thomas Skiles		Started On: 06/28/2017 02:44 PM
Final Approval Date: 06/29/2017		

EVALUATION - Historic Courthouse Sidewalk Paver Project
RFP 1704-158
May 25, 2017 2:00PM

Evaluation Criteria	Maximum Score Points	Westar Construction	Tex-Am Construction	MAS Road & Utilities	Chasco Constructors	Patin Construction
Qualifications	25	20	13	18	23	5
Location of Office *10 Points for Office Location in Williamson County or Adjacent County, 5 points for Office Location Outside of the Acceptable Radius, 1 point for Office Location Outside of Texas*	10	10	10	10	10	10
Best Overall Value	30	26	19	17	20	10
Price *35 Maximim Points for Pricing X (Lowest Respondent's Price Proposal Amount /Respondent No. X's Price Proposal Amount)*	35	35	27.84	18.99	13.13	11.23
TOTAL	100	91	69.84	63.99	66.13	36.23

[redacted]

Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and Westar Construction, Inc. ("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 RFP Solicitation # 1704-158, Historic Courthouse Sidewalk Paver Project; 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 Seventy Five Thousand Dollars & No Cents ($75,000.00) in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

As described in the RFP Solicitation # 1704-158, 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:

Westar Construction, Inc.

By: _____

Printed Name: _____

Title: _____

Date: _____

Party Representatives

Owner's Designated Representative ("ODR"):

_____
_____
_____
_____
Phone _____
Fax _____

Contractor's Designated Representative:

_____
_____
_____
_____
Phone _____
Fax _____

Commissioners Court - Regular Session **70.**

Meeting Date: 07/11/2017

Advertising for IFB 1706-170 CR 403 Bridge Riprap replacement

Submitted For: Randy Barker **Submitted By:** Will Hutchinson, 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 403 Bridge Riprap repair and replacement under IFB #1706-170

Background

Williamson County is seeking qualified contractors to provide experienced riprap and soil excavation, as well as materials and installation of stone riprap, asphalt berm, and metal beam guard fence for CR 403 bridge at Mustang Creek as detailed in the plans. This Project is expected to be substantially complete in fifteen (15) days with final completion in twenty (20) days. The estimated cost of the project is $100,946.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/06/2017 08:42 AM
County Judge Exec Asst.	Wendy Coco	07/06/2017 08:53 AM
Form Started By: Will Hutchinson		Started On: 06/29/2017 03:27 PM
Final Approval Date: 07/06/2017		

Commissioners Court - Regular Session **71.**

Meeting Date: 07/11/2017

Patient Monitoring Device renewal

Submitted For: Randy Barker **Submitted By:** Dianne West, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the extension of Patient Monitoring Devices, #14IFB00212, for the same pricing, terms and conditions as the existing Contract for the term of August 26, 2017 - August 25, 2018, with Philips Healthcare.

Background

This is the third extension of three (3) possible, one (1) year renewal options. EMS, the user department, processed a vendor performance report stating Philips Healthcare exceeds requirements and recommended renewal.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

14RFP00212

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	07/05/2017 03:09 PM
Form Started By: Dianne West		Started On: 07/03/2017 01:53 PM
Final Approval Date: 07/05/2017		

WILLIAMSON COUNTY
1848

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Service	**Department:**	EMS
Vendor Name:	Philips Healthcare		
Vendor Address:	3000 Minuteman Road, Andover, MA 01810		
Purpose/Intended Use of Product or Service (summary):			
Patient Monitoring Devices			
P.O./Contract Number:	14RFP00212	**Effective Date:**	08/26/2017
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	08/25/2018
Requested By:	User Name, Department Director		

Detailed description of renewal of product and/or service.

- **Williamson County wishes to extend this proposal for the same pricing, terms and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 3rd of three (3) ,one (1) year renewal option periods:**

Renewal Option Period 3	August 26, 2017 – August 25, 2018
Renewal Option Period 2	August 26, 2016 – August 25, 2017
Renewal Option Period 1	August 26, 2015 – August 25, 2016
Initial Contract Period	August 26, 2014 – August 25, 2015

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor Philips Healthcare a division of Philips North America LLC

Name Mark Uzdanovich

Title Sr. Manager Contracts

Signature _____

Date 4/28/17

Williamson County, 710 Main St., Georgetown, TX 78626

Dan A. Gattis

Williamson County Judge

Signature _____

Date _____

Two (2) Signed Originals & One (1) photocopy must be submitted

Commissioners Court - Regular Session **72.**

Meeting Date: 07/11/2017

Limestone Rock Asphalt

Submitted For: Randy Barker **Submitted By:** Dianne West, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the extension of Limestone Rock Asphalt, #1506-008, for the same pricing, terms and conditions as the existing contract for the term of August 18, 2016 - August 17, 2017, with Vulcan Construction Materials, LLC.

Background

This is the second extension of two (2) possible, one (1) year renewal options. Road and Bridge, the user department, processed a vendor performance report stating Vulcan Construction Materials met requirements and recommended renewal.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Limestone Rock Asphalt

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	07/05/2017 03:57 PM
Form Started By: Dianne West		Started On: 07/05/2017 03:33 PM
Final Approval Date: 07/05/2017		

WILLIAMSON COUNTY
1848

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Commodity	**Department:**	Road and Bridge
Vendor Name:	Vulcan Construction Materials, LLP		
Vendor Address:	800 Isom Road, San Antonio, TX 78216		
Purpose/Intended Use of Product or Service (summary):			
Limestone Rock Asphalt			
P.O./Contract Number:	1506-008	**Effective Date:**	08/18/2017
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	08/17/2018
Requested By:	Terron Everston, Department Director		

Detailed description of renewal of product and/or service.

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE COVERING THE RENEWAL VALIDITY PERIOD OF PERFORMANCE.
- **Extend Contract for the 2nd of two (2) one (1) year renewal option periods:**

Renewal Option Period 2	August 18, 2017 – August 17, 2018
Renewal Option Period 1	August 18, 2016 – August 17, 2017
Initial Contract Period	August 18,2015 – August 17, 2016

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor Vulcan Construction Materials LLC

Name OScar Benavides

Title Sales Mgr.

Signature

Date 6-28-17

Williamson County, 710 Main St., Georgetown, TX 78626

Dan A. Gattis

Williamson County Judge

Signature

Date

Two (2) Signed Originals & One (1) photocopy must be submitted

Commissioners Court - Regular Session **73.**

Meeting Date: 07/11/2017

Advertisement Approval RFQ 1706-171 A/E Inner Loop Renovation

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 qualifications for Architect & Engineering Services for Inner Loop Annex Renovations under RFQ # 1706-171.

Background

Williamson County is seeking qualifications from experienced firms to provide professional Architectural/Engineering design services and construction administration services for the Williamson County Inner Loop Annex Renovations (IAR).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RFQ Packet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	07/06/2017 11:14 AM
County Judge Exec Asst.	Wendy Coco	07/06/2017 12:47 PM
Form Started By: Thomas Skiles		Started On: 07/06/2017 07:08 AM
Final Approval Date: 07/06/2017		

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT

SOLICITATION

A/E Williamson County Inner Loop Annex Renovations

QUALIFICATIONS MUST BE RECEIVED ON OR BEFORE:
Aug 17, 2017 3:00:00 PM CDT
QUALIFICATIONS WILL BE PUBLICLY OPENED:
Aug 17, 2017 3:00:00 PM CDT

Notice is hereby given that sealed Qualifications for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive Qualifications. Specifications for this RFQ may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of the Qualifications.

All electronic Qualifications must be submitted via: www.bidsync.com

All interested Respondents are invited to submit a Qualification in accordance with the Instructions and General Requirements, Format, Specifications, and Definitions, Terms and Conditions stated in this RFQ.

Respondents are strongly encouraged to carefully read this entire RFQ.

Electronic Qualifications are requested, however paper qualifications will currently still be received, until further notice and may be mailed or delivered to the address listed below.

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

- ✓ If mailed or delivered in person, Qualifications and Qualification addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the 'Public Announcement and General Information' listed above for this RFQ, to:

Williamson County Purchasing Department

Attn: **RFQ NAME AND NUMBER**
901 South Austin Avenue
Georgetown, Texas 78626

- ✓ Respondents should list the RFQ Number, RFQ Name, Name and Address of Respondent, and the Date of the RFQ opening on the outside of the box or envelope and note "Sealed Qualifications Enclosed."

- ✓ Respondent should submit one (1) original; **AND** one (1) CD **OR** (1) USB copy of the Qualifications.

- ✓ **Williamson County will not accept any Qualifications received after the submittal deadline, and shall return such Qualifications unopened to the Respondent.**

- ✓ Williamson County will not accept any responsibility for Qualifications being delivered by third party carriers.

- ✓ Facsimile transmittals will NOT be accepted.

✓ Qualifications will be opened publicly opened and read aloud in the Williamson Purchasing Department at the time and date indicated above.

✓ All submitted questions with their answers will be posted and updated on www.bidsync.com.

✓ It is the Respondent's responsibility to review all documents in BidSync including any addenda that may have been added after the document packet was originally released and posted.

✓ Any addenda and/or other information relevant to the RFQ will be posted on www.bidsync.com.

✓ The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information.

✓ Williamson County will NOT be responsible for unmarked or improperly marked envelopes.

Bid 1706-171
A/E Williamson County Inner Loop Annex Renovations

Bid Number	1706-171
Bid Title	A/E Williamson County Inner Loop Annex Renovations
Bid Start Date	In Held
Bid End Date	Aug 17, 2017 3:00:00 PM CDT
Question & Answer End Date	Aug 11, 2017 5:00:00 PM CDT
Bid Contact	Blake Skiles Purchasing Specialist III 512-**943**-1478 blake.skiles@wilco.org
Contract Duration	**3 years**
Contract Renewal	Not Applicable
Prices Good for	**Not Applicable**
Pre-Bid Conference	**Aug 3, 2017 10:00:00 AM CDT** **Attendance is mandatory** **Location: Williamson County Inner Loop Annex** **301 South East Inner Loop, Suite 108** **Georgetown, TX 78626**
Bid Comments	**Williamson County is seeking qualifications from experienced firms to provide professional Architectural/Engineering design services and construction administration services for the Williamson County Inner Loop Annex Renovations (IAR).**

Item Response Form

Item	**1706-171--01-01 -** Please Attach All Documents To This Line
Quantity	**1 each**

Prices are not requested for this item.

Delivery Location **Williamson County, Texas**

No Location Specified

Qty 1

Description
Please Attach All Documents To This Line

WILLIAMSON COUNTY
PURCHASING DEPARTMENT
901 South Austin Avenue
GEORGETOWN, TEXAS 78626

https://www.bidsync.com

REQUEST FOR QUALIFICATIONS (RFQ)

PROFESSIONAL ARCHITECTURAL/ENGINEERING PLANNING, DESIGN AND CONSTRUCTION PHASE SERVICES FOR THE WILLIAMSON COUNTY INNER LOOP ANNEX RENOVATION

RFQ# 1706-171

RFQ SUBMITTALS TO BE RECEIVED ON OR BEFORE:
3:00 PM CST on Thursday, August 17, 2017

Special Note:

This RFQ includes a Mandatory Pre-RFQ meeting
To be held Thursday, August 3, 2017 at 10:00 am CST
At the Williamson County Human Resources Meeting Room located in the Williamson County Inner Loop Annex with the street address of 301 South East Inner Loop, Suite 108, Georgetown, Texas.

General Statement of Request
Williamson County is seeking qualifications from experienced firms to provide professional Architectural/Engineering (also referred to herein as "A/E") design services and construction administration services for the Williamson County Inner Loop Annex Renovations (IAR). At a minimum, the technical areas of services required are: architectural, civil engineering, structural engineering, mechanical engineering and electrical engineering professional services.

Statements of Qualifications (SOQs) shall be received electronically through bidsync.com. or received physically **at Williamson County Purchasing Department, 901 S. Austin Avenue, Georgetown, TX 78626 by 3:00 PM CST on Thursday, August 17, 2017.**

If hard copies are submitted, submit seven (7) individually bound copies of the respondent's/team's response (1 original and 6 copies), and one PDF file of the SOQ on USB flash drive. The response should be marked "original" or "copy".

All non-electronic responses submitted must be submitted in a sealed envelope or box. The Request for Qualifications (RFQ) name, number, and recognition date should be clearly marked on the outside. If an overnight delivery service is used, the RFQ name, number, and recognition date should be clearly marked on the outside of the delivery service envelope. RFQ responses are to be addressed to **Williamson County Purchasing Department, Attn: RFQ 1706-171 Professional Architectural/Engineering Design Services for the Williamson County Inner Loop Annex Renovation**

Mandatory Pre-RFQ Meeting

All respondents submitting to this RFQ must attend in-person the Pre-RFQ Meeting at **10:00am CST on August 3, 2017,** at the Human Resources Training Room located in the Williamson County Inner Loop Annex with the street address of 301 South East Inner Loop Annex, Georgetown, Texas. At that time, respondents will be able to find out more about the project and ask any questions in reference to the project and/or RFQ. **No phone conference attendance will be allowed.**

A sign in form will be provided **before** the meeting begins to document attendance; it is Williamson County's recommendation for interested firms to arrive 10 minutes early so there will be sufficient time to sign the attendance form. It is the responsibility of the attendee to sign in legibly in order to be eligible to respond to the RFQ.

If a respondent submits to the RFQ, but does not attend the Pre-RFQ Meeting and sign in, their submittal will not be accepted for evaluation.

Project Description

Williamson County in general intends to:

- Transform existing Constable office space into office space for Williamson County Elections Department
- Transform Williamson County Human Resources office space into IT office space
- Transform Justice of the Peace office space into Elections Training and office space for other Williamson County departments
- Replace existing fire suppression system and monitoring devices to meet Wico needs
- Design space for installation and repair of computer systems in vehicles
- Provide an elevated storage system for elections equipment that facilitate use of the vertical storage height available in the existing facility while providing easy access to all equipment.

Competitive sealed proposal is anticipated to be Williamson County's preferred delivery method for the construction of this project. However, Williamson County reserves the right to review and select any other delivery method allowed by law for the construction of the IAR.

Scope of Services

The Scope of Services is anticipated to be divided into the following four phases:

- Programming and Schematic Phase
- Design Phase
- Bidding or Negotiation Phase
- Construction Administration Phase

The phases are further outlined as follows:

Programming and Schematic Phase:
The Programing Phase is scheduled to not exceed two months from the date of execution of the contract.

In coordination with the County's Construction Manager;
The A/E shall:

1. Meet with County staff involved in the project to determine needs of the building program.
2. Prepare Schematic floor plans for review and approval by county.
3. Outline proposed mechanical, electrical, structural, data and plumbing systems.

Design Phase:
The Design Phase is scheduled to not exceed three months from the date of the County's written approval of the Schematic Design.
The A/E shall:

1. Prepare Design Documents, including plans, specifications and estimates, to fix and describe the size and character of the project, including but not limited to architectural, structural, mechanical, electrical, and any specialty systems and materials. Cost estimates shall include, at a minimum, all site work, building construction, equipment and utilities necessary to provide a functional facility.
2. Make presentations to County staff and elected officials.
3. Obtain any necessary approvals from review and permitting authorities (local planning & building department).

Bidding or Negotiation Phase
The A/E shall:

1. Prepare bid package.
2. Oversee Pre-Bid Meeting & prepare addendums (as needed).
3. Review bids and provide written recommendation(s) to staff.
4. Oversee Pre-Construction Meeting.
5. Prepare addenda; review prior approval requests.
6. Make recommendations on Bids/Proposals received.

Construction Administration Phase
The A/E shall:

1. Attend pre-construction conferences.
2. Shop drawing and submittal review.
3. Provide site observations/inspections to ensure Contractor is performing in compliance with plans and specifications.
4. Answer Contractor's RFI's to resolve field/design issues.
5. Review Contractor's Applications for Payment and recommend for approval.
6. Provide substantial and final completion inspections and prepare punch lists.
7. Review, approve, and provide a final report of inspections.
8. Provide independent estimates on Proposed Change Orders. Williamson County will negotiate Change Orders with the Contractor and the A/E will provide support.
9. Review "as-built" drawings and edit for accuracy.

Evaluation Criteria
Each Statement of Qualification (SOQ) received in response to this Request for Qualifications will be subject to the same review and assessment process. SOQs will be evaluated on the basis of the technical capability and experience presented in the SOQ.

Please note that the County shall weigh the experience of the individuals proposed to work on this project significantly greater than the experience of the firm. **No projects** should be included directly or by reference that have not been worked on by the individuals proposed for this project. All respondents submitting qualifications shall be evaluated on the following four points (A-D).

A. Architect's proposed staff experience/qualifications (40 points)
    1. Experience/Qualifications with similar facility components
    2. Experience in Central Texas or similar conditions.

B. Structural Experience/Qualifications (10 points)
    1. Experience/Qualifications with similar facility components
    2. Experience in Central Texas or similar conditions

C. HVAC and Electrical Experience (15 points)
    1. Experience/Qualifications with similar facility components
    2. Experience in Central Texas

D. Project Manager Experience/Qualifications (15 points) (The project manager is the individual that will be at all meetings with the County staff and is in daily responsible charge of the project).
    1. Experience/Qualifications with similar facility components
    2. Experience in Central Texas or similar conditions.

Selection Process
Respondents are advised that the selection committee, at its option, may recommend a contract strictly on the basis of the initial SOQs and/or may have interviews with some or all of the respondents to determine its final recommendation. Interviews, if held, are tentatively scheduled for September 18, 2017. The selection committee will present its recommendation to the Williamson County Commissioners Court for approval.

Compensation Information & Fees

Fee negotiations will be initiated once the top respondent is selected. If negotiations for acceptable fees are not successful, another respondent will be selected and negotiations will be initiated with the second respondent. The contract award will be made by the Williamson County Commissioners Court.

Proposal Format and Due Date

Please be succinct and respond to each criterion listed in the Evaluation Criteria section of the RFQ. A page shall be considered as a single side of an 8.5 inch by 11 inch page. Minimum font size for text is 12-pitch except on exhibits where a minimum font size of 8 is permissible. Respond in the order the evaluation criteria is listed in the RFQ.

The SOQ should contain:

1. A transmittal letter stating the name, physical address, email address and telephone number of the proposed project manager (Limited to one page maximum).
2. An organizational chart listing all firms included on the team. Identify the individuals within each firm that will perform tasks and identify which tasks they will perform. A listing of an individual shall be considered as a commitment that that individual will be made available to perform the tasks indicated on this project. For staffing purposes, assume the notice to proceed will be issued in October of 2017.(Limited to one page maximum).
3. Response to RFQ criteria (Limit of four pages maximum for the four criteria combined. No individual criteria limit.)

4. Resumes of team members proposed for these services. Include position, education level, professional credentials, qualifications and related experience. (Limit of four pages maximum for each individual resume included. There is no limit to the number of resumes that may be included)

Type of Contract

When the evaluation process is completed and the successful Respondent is determined, award of contract will be made. The successful Respondent shall be required to execute a formal contract/agreement at Williamson County's offices in Georgetown, Texas within ten (10) days after being notified in writing of the selection. Williamson County's required form of Agreement for Architectural and/or Engineering Services may be obtained by going to http://www.bidsync.com or by requesting a copy from the Williamson County Purchasing Department by email at purchase@wilco.org. The only anticipated changes to the Agreement for Architectural and/or Engineering Services will be to include additional exhibits, to fill in blanks to identify the successful respondent, and add terms relating to the compensation, or to revise the Agreement for Architectural and/or Engineering Services to accommodate corrections, changes in the scope of services, or changes pursuant to addenda issued. Because the signed Agreement for Architectural and/or Engineering Services will be substantively and substantially derived from the said agreement, all respondents are urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the said Agreement for Architectural and/or Engineering Services ***before*** submitting a response to this RFQ. Again, the Agreement for Architectural and/or Engineering Services contains important legal provisions and is considered part and parcel of this RFQ. Failure or refusal to sign aforesaid agreement shall be grounds for Williamson County to revoke any selection of the respondent, forfeit of such respondent's bid security, if applicable, and force the selection of another respondent.

Basic Understanding

Selected A/E shall represent Williamson County as their agent in any required approvals processes, presentations, or meetings, and promote Williamson County's best interests. A/E is responsible for submitting and presenting a minimum of one progress package when the design

is essentially fifty percent complete. A/E shall assist Construction Manager in obtaining all necessary permits. During construction, A/E will participate in weekly project reviews with Williamson County, as well as perform standard construction administration services.

For purposes of this RFQ, Architect/Engineer or A/E means a person registered as an architect pursuant to Chapter 1051 of the Texas Occupations Code, and/or a person licensed as a professional engineer pursuant to Chapter 1001 of the Texas Occupations Code, or a firm retained by Williamson County to provide professional architectural and/or engineering services and exercising responsibility for the design services for the IAR, and performing certain contract administration responsibilities during the construction phase of the project. All Studies, Reports, Plans, and Specifications must be prepared, signed, stamped, and sealed in accordance with the State of Texas rules and regulations regarding applicable professional practice.

Questions Concerning this RFQ
All questions concerning this RFQ shall be emailed to blake.skiles@wilco.org cc: purchase@wilco.org with "RFQ # 1706-171 Williamson County" in the subject line. Responses to questions will be posted on the purchasing website:
http://www.bidsync.com

Questions will be accepted **until 5:00pm CST on August 14, 2017**.

Late Submissions
Qualifications received after the submission deadline will not be opened and will be considered void and unacceptable. Williamson County is not responsible for lateness of mail, courier service, etc.

Respondent's Acceptance
By submitting a response to this RFQ, the respondent certifies that it has fully read and understands the terms, conditions and statements of this Request for Qualifications and has knowledge of the scope and quality of the services to be furnished and intends to adhere to the provisions described herein.

Texas Public Information Act
Williamson County considers all information, documentation and other materials submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after a contract is awarded.

Respondents are hereby notified that Williamson County strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information.

Commitment
Respondent understands and agrees that this RFQ is issued predicated on anticipated requirements for Williamson County and that Williamson County has made no representation, written or oral, that any such requirements be furnished under a contract arising from this RFQ. Respondent acknowledges and understands that the Commissioners Court of Williamson County, Texas, reserves the right to refuse to award a contract for any or all services covered in this RFQ. Furthermore, Respondent recognizes and understands that any cost borne by the Respondent which arises from Respondent's performance hereunder shall be at the sole risk and responsibility of Respondent.

Williamson County Conflict of Interest Statement
On Tuesday November 6, 2007, the Williamson County Commissioners Court approved the following: All bids, proposals, and requests for qualifications under consideration by Williamson County for contract award, shall contain a signed affidavit acknowledging the responder's awareness of Section 176.006 of the Texas Local Government Code as it relates to conflicts of interest. **A blank copy of this affidavit can be found on the following page of this RFQ package. Respondents should complete this form and submit it as a part of their SOQ response to this RFQ.**



WILLIAMSON COUNTY CONFLICT OF INTEREST STATEMENT

I hereby acknowledge that I am aware of the Local Government Code of the State of Texas, Section 176.006, regarding conflicts of interest and will abide by all provisions as required by Texas law.

Printed name of person submitting form:
Name of Company:
Date:
Signature of person submitting form:

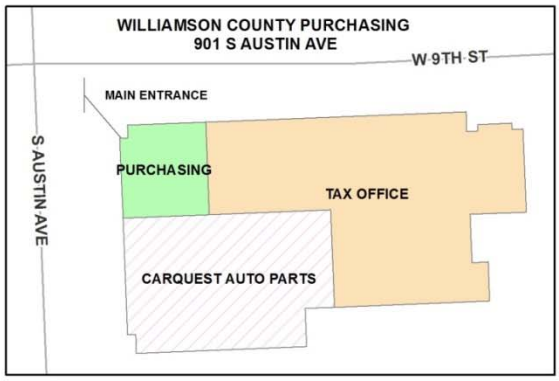
Notarized:

Sworn and subscribed before me By: _____ On: _____ (date)

Williamson County Purchasing

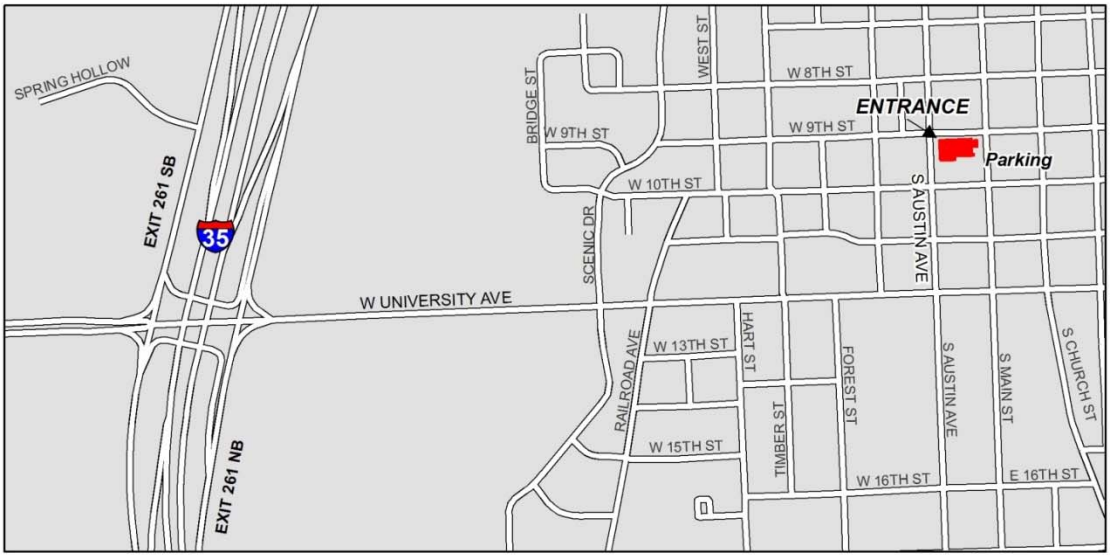
Address:

901 S Austin Ave
Georgetown, TX 78626



Directions:
From South (Austin, Round Rock)
Take IH-35 Northbound
Exit 261
Take EXIT 261 toward TX-29/Burnet.
Take the 1st right onto W University Ave/TX-29
Turn left onto S Austin Ave
901 S AUSTIN AVE is on the right

From North (Jarrell, Georgetown)
Take IH-35 Southbound
Exit 261
Turn left onto TX-29/W University Ave
Turn left onto S Austin Ave
901 S AUSTIN AVE is on the right



AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES

THIS AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES ("Agreement") is made and entered into by and between **Williamson County,** a body corporate and politic under the laws of the State of Texas, hereinafter "County", and _____, hereinafter "A/E".

R E C I T A L S

The County intends to _____, hereinafter called the "Project"; and

The County desires that the A/E perform certain professional architectural and engineering services in connection with the Project; and

The A/E represents that it is qualified and desires to perform such services;

NOW, THEREFORE, the County and the A/E, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

SECTION I

SCOPE OF AGREEMENT

The A/E agrees to perform professional architectural and engineering services in connection with the Project as stated herein, and for having rendered such services, the County agrees to pay to the A/E compensation as stated in the sections to follow.

SECTION II

CHARACTER AND SCOPE OF SERVICES

A. In consideration of the compensation herein provided, A/E shall perform professional architectural and engineering services for the Project, which are acceptable to the County, based on standard architectural and engineering practices and the scope of work described on the Exhibit(s) attached to this Agreement. A/E shall also serve as County's professional architect and engineer in those phases of the Project to which this Agreement applies and will consult with and give advice to County during the performance of A/E's services.

B. A/E shall not commence work until A/E has been thoroughly briefed on the scope of the Project and has been notified in writing to proceed, as evidenced by a Notice to Proceed.

C. County shall provide A/E with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular Project at no cost to A/E; however, any and all such information shall remain the property of County and shall be returned, if the County so instructs A/E.

D. A/E shall perform the following Basic Scope of Services (sometimes referred to herein as the "Basic Scope of Services", "Basic Services" or the "Scope of Services"):

1. The Basic Scope of Services shall generally consist of all elements of work, materials and equipment required for the development of the Project, including any Public Hearings, satisfactory to the County and the County's Commissioners Court, in accordance with the requirements, policies, and general practices of Williamson County.

2. The following documents shall be used in the development of the Project:

   a. National Environmental Policy Act (NEPA);
   b. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions;
   c. Americans with Disabilities Act (ADA) Regulations;
   d. International Building Code, current edition as updated
   e. National Electrical Code, latest edition;
   f. Williamson County Design Criteria & Project Development Manual, latest edition; and
   g. All other local, state and federal documents, codes and regulations to which the Project must comply.

3. As part of the Scope of Services, A/E shall submit its work products to County for review at regular intervals and as requested by County.

4. The detailed Scope of Services to be provided by the County for the Project is set forth herein as **Exhibit "A"** to this Agreement, and is expressly incorporated and made a part hereof.

5. The detailed Basic Scope of Services for the Project to be provided by the A/E is set forth herein as **Exhibit "B"** to this Agreement, and is expressly incorporated and made a part hereof.

SECTION III

ADDITIONAL SERVICES AND CHARGES

For the performance of the services not specifically described as Basic Services under Section II above (sometimes referred to herein as "Additional Services"), County shall pay and A/E shall receive, under a negotiated written contract modification, Additional Services compensation based upon the method and rates set forth **Exhibit "C"**.

The A/E shall not, however, be compensated for work made necessary by A/E's negligent errors or omissions. In the event of any dispute over the classification of A/E's services as Basic or Additional Services under this Agreement, the decision of the County shall be final and binding on A/E.

It is expressly understood and agreed that A/E shall not furnish any Additional Services without the prior written authorization of the County. The County shall have no obligation to pay for such Additional Services which have been rendered without the prior written authorization of the County as hereinabove required. Furthermore, in no event will the County be obligated to compensate the A/E for any Additional Services and charges in an amount in excess of $_____.

SECTION IV

TIME FOR PERFORMANCE

A. Time for Performance. A/E agrees to complete the services called for in **Exhibit "A"** in accordance with the Production Schedule set forth in **Exhibit "D"**.

SECTION V

SUBMITTAL PROCESS AND REVISIONS TO A/E WORK PRODUCT

A. Submittal Process. A/E's A/E Work Product will be reviewed by County under its applicable technical requirements and procedures, as follows:

1. Reports, plans, surveys, field notes, original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, data, sketches and/or schematics prepared by A/E and supporting documents (collectively referred to herein above and hereinafter as the "A/E Work Product(s)"), shall be submitted by A/E on or before the dates specified for completion, as set out in the Production Schedule set forth in **Exhibit "D"**.
2. Upon receipt of the A/E Work Products, the submission shall be checked for completion. "Completion" shall be defined as: all of the required items (as defined by the Scope of Services described herein) have been included in the A/E Work Products in compliance with the requirements of this Agreement. The completeness of any A/E Work Product submitted to County shall be determined by County within fourteen (14) days of such submittal and County shall notify A/E in writing within such time period if such A/E Work Product has been found to be incomplete.
3. If the submission is Complete, County's technical review process will then begin. If the submission is incomplete, County shall notify A/E, who shall perform such professional services as are required to complete the work and resubmit it to County within seven (7) days. This process shall be repeated until a submission is complete.
4. Within seven (7) days of determining that a particular A/E Work Product is Complete, County shall review the completed work for compliance with the Scope of Work and determine whether or not to accept such A/E Work Product. If necessary, the completed work shall be returned to A/E, who shall perform any

required work and resubmit it to County. This process shall be repeated until the work is accepted. "Acceptance" shall mean that in the County's opinion substantial compliance with the requirements of this Agreement has been achieved.

5. After Acceptance, A/E shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive final approval by the County. "Approval" in this sense shall mean formal recognition that the work has been fully carried out.

B. Revision to A/E Work Product. A/E shall make, without expense to County, such revisions to the A/E Work Product as may be required to correct negligent errors or omissions so the A/E Work Product meets the needs of County, but after the approval of the A/E Work Product any revisions, additions, or other modifications made at County's request which involve extra services and expenses to A/E shall entitle A/E to additional compensation for such extra services and expenses; provided, however, A/E hereby agrees to perform any necessary corrections to the A/E Work Products which are found to be in negligent error or omission as a result of the A/E's development of the A/E Work Product, at any time, without additional compensation. If it is necessary due to such error or omission by A/E to revise any A/E Work Product in order to make the Project constructible, A/E shall do so without additional compensation. In the event of any dispute over the classification of A/E's A/E Work Products as Complete, Accepted, or Approved under this Agreement, the decision of the County Judge shall be final and binding on A/E, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

C. Days. All references to a "day" in this Agreement shall mean a calendar day unless otherwise specified.

SECTION VI

THE A/E'S COMPENSATION

For and in consideration of the Basic Services rendered by the A/E, and subject to the limit of appropriation under Section X, the County shall pay to the A/E a lump sum amount of **$**_____ hereinafter called the "Lump Sum Amount" plus the amount payable under Section III (Additional Services).

A/E and County acknowledge the fact that the Lump Sum Amount stated above is the total estimated costs of the Basic Services to be rendered under this Agreement. This Lump Sum Amount is based upon the labor and non-labor costs estimated to be required in the performance of the various phases of Basic Services provided for under this Agreement. The compensation for the Basic Services shall be paid by County based on the following milestones:

1. County approval of schematic design: _____% of Lump Sum Amount
2. County receipt of 50% design drawings: _____% of Lump Sum Amount
3. County approval of design drawings, specifications and estimate: 15% of Lump Sum Amount
4. County approval of construction drawings, specifications and contract documents: _____% of Lump Sum Amount
5. _____ months after County approval of construction drawings, specifications and contract documents: _____% of Lump Sum Amount

6. _____ months after County approval of construction drawings, specifications and contract documents: _____% of Lump Sum Amount
7. _____ months after County approval of construction drawings, specifications and contract documents: _____% of Lump Sum Amount
8. One year after County approval of construction drawings, specifications and contract documents or upon Issuance of Notice of Substantial Completion of the entire project by the County whichever is sooner: _____% of Lump Sum Amount
9. Notice of Substantial Completion of entire project is issued by the County: _____%
10. Notice of Project Final Completion of entire project is issued by the County and all required deliverables have been received by the County: _____%

SECTION VII

TIME OF PAYMENT; PAYMENT AND INTEREST; AND RIGHT TO AUDIT

A. Time of Payment. During the performance of the Basic Services provided for in this Agreement, as described in **Exhibit "B"**, payments for Basic Services shall be made based upon the milestones completed as described in Section VI. Upon completion of a milestone, the A/E shall submit a sworn statement to the County detailing the milestone completed and the amount of payment due for achieving the milestone.

During the performance of Additional Services as described in Section III, on or about the last day of each calendar month during the performance of the services to be provided under this Agreement, the A/E shall submit a sworn statement to the County, along with time sheets detailing hours worked, receipts detailing expenses incurred and other support documentation, in a form acceptable to the Williamson County Auditor, setting forth the Additional Services provided for by this Agreement which were completed during such calendar month, the compensation which is due which have not been previously billed or paid. In the event the statement 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 A/E seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the A/E certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

The County shall review the statements for both Basic and Additional Services within thirty (30) days of receipt and approve them with such modifications, if any, as it deems appropriate. The County shall pay each statement within thirty (30) days after the County's approval; provided, however, that the approval or payment of any statement shall not be considered to be evidence of performance by the A/E to the point indicated by such statement or of receipt or acceptance by the County of the services covered by such statement.

B. Interest and Late Payments. County'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 County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by A/E, County shall notify A/E of the error not later than the twenty first (21st) day after the date County receives the invoice/application for payment. If the error is resolved in favor of A/E, A/E shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by A/E beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the County, A/E shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

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

SECTION VIII

SUSPENSION AND TERMINATION

A. Suspension. County may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within thirty (30) calendar days of receipt by A/E of written Notice of Reinstatement from County. In the event such suspension of the Project or the A/E's services hereunder extends for a period of ninety (90) consecutive calendar days or more, A/E may terminate this Agreement in writing.

B. Termination. County may terminate this Agreement at any time by notice in writing to the A/E. Upon receipt of such notice, the A/E shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. Within sixty (60) days after receipt of notice of termination, the A/E shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The County shall then pay the A/E that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of charges as have been previously made. Copies of all completed or partially completed designs, drawings, electronic data files and specifications prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated.

SECTION IX

NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or the A/E at the following addresses. If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To the A/E: _____
_____
_____

Attention: _____

To the County: Williamson County Judge
Dan A. Gattis (or successor)
710 Main Street, Suite 101
Georgetown, Texas 78626

Either party may designate a different address by giving the other party ten days written notice.

SECTION X

LIMIT OF APPROPRIATION

A/E does understand and agree, said understanding and agreement being of the absolute essence of this Agreement, that the total maximum compensation that A/E may become entitled to hereunder and the total maximum sum that County shall become liable to pay to A/E hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of $_____.

SECTION XI

SUCCESSORS AND ASSIGNS

The County and the A/E bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the County, nor the A/E shall assign or transfer its interest in this Agreement without written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

SECTION XII

INSURANCE REQUIREMENTS

A/E shall maintain in full force and effect worker's compensation insurance, professional liability insurance, and general liability insurance during the entire term of this Agreement, in the amount set forth in **Exhibit "E" -** Insurance Requirements, and shall instruct and authorize insurer to immediately notify County directly in the event that any said policy coverage is changed or terminated. Said liability insurance policy shall be purchased from a reliable company licensed or authorized to do business in Texas. Proof of required insurance shall be submitted on Certificate(s) of Insurance and Endorsement (s) issued to County, as required in **Exhibit "E"**.

A/E shall require that any and all other contractors and/or consultants engaged or employed by A/E carry and maintain the same insurance and coverages in relation to the services to be rendered by such contractors and/or consultants. A/E shall submit to County proof of such insurance. The maintenance in full current force and effect of such form and amount of insurance, in such amount as County shall have accepted, shall be a condition precedent to the A/E's exercise or enforcement of any rights under this Agreement. The insurance policies shall incorporate a provision requiring written notice to the County at least thirty (30) days prior to any cancellation, non-renewal or material modification of the policies.

SECTION XIII

PUBLIC CONTACT

Contact with the news media, citizens of Williamson County or governmental agencies shall be the responsibility of the County. Under no circumstances shall the A/E release any material or information developed in the performance of its services hereunder without the express written permission of the County.

SECTION XIV

COMPLIANCE AND STANDARDS

The A/E shall render the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the architectural and engineering professions to comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to the services to be rendered hereunder, and A/E's performance.

SECTION XV

OWNERSHIP OF DOCUMENTS, COPYRIGHT

The County shall be the absolute and unqualified owner of all A/E Work Product prepared pursuant to this Agreement by the A/E and its subcontractors with the same force and effect as if the County prepared same. Copies of all completed or partially completed A/E Work Product prepared pursuant to this Agreement by the A/E shall be delivered to County when and if this Agreement is terminated or upon completion of this Agreement, whichever occurs first. The A/E may retain one (1) set of reproducible copies of such documents and such copies shall be for the A/E's sole use in preparation of studies or reports for Williamson County only. The A/E is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such

documents in the preparation of other work for any other client, without the prior express written permission of the County.

SECTION XVI

INDEMNIFICATION

A/E AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY A/E, A/E'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH A/E INCLUDING, WITHOUT LIMITATION, A/E'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH A/E EXERCISES CONTROL.

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

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

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

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY ACTS, ERRORS OR OMISSIONS OF THE A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY THE A/E, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THE AGREEMENT BY THE A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY THE A/E, AND/OR INADEQUATE SERVICES PURSUANT TO THE CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT AS DEFINED AND REQUIRED BY THIS AGREEMENT, AGREEMENT EXHIBITS AND THE CONSTRUCTION CONTRACT DOCUMENTS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN THE A/E AT THE COUNTY'S COST. A/E SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT A/E, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE A/E, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

SECTION XVII

MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

SECTION XVIII

AUTHORITY OF COUNTY JUDGE

The County Judge or his/her designee and/or agent as designated by the County Judge (individually or collectively the "County Judge") shall decide any and all questions which may arise as to the interpretation of this Agreement and all questions as to the acceptable fulfillment of this Agreement by the A/E. The County Judge's decision shall be final. It is mutually agreed by both parties that the County Judge shall act as referee in all questions arising under the terms of this Agreement between the parties hereto and that the decisions of the County Judge in such shall be final and binding alike on both parties hereto. But nothing contained in this section shall be construed to authorize the County Judge to alter, vary or amend any of the terms or provisions of this Agreement.

SECTION XIX

MERGER

The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

SECTION XX

SEVERABILITY

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

SECTION XXI

VENUE AND GOVERNING LAW

This Agreement shall be performable in Williamson County, Texas. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson

County, Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

SECTION XXII

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.

SECTION XXIII

NO THIRD PARTY BENEFICIARIES

This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

SECTION XXIV

CONSTRUCTION

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

SECTION XXV

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.

SECTION XXVI

NO WAIVER OF IMMUNITIES

Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or

alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

SECTION XXVII

NO WAIVER

No action or inaction taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and such action or inaction will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature.

SECTION XXVIII

EXHIBITS

In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Agreement, the following shall control:

a. As between this Agreement and its Exhibits or any other documents which make up this Agreement, this Agreement shall govern.
b. In the event of any conflict, discrepancy, or inconsistency among any of the other Agreement Exhibits, the A/E shall diligently review all such documents and notify the County immediately upon discovery of the same for resolution by the County.
c. Any documents not included or expressly contemplated in this Agreement do not, and shall not, form a part of this Agreement. The Agreement Exhibits are intended to be complimentary, and a requirement in one document shall be deemed a requirement in all documents.

SECTION XXIX

EXECUTION

The County executes this Agreement by and through the County Judge acting pursuant to Order of the Commissioners' Court of Williamson County, Texas, so authorizing. The A/E's duly authorized representative acknowledges by his/her signature below that he/she has read and understands the above paragraphs and that A/E has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives. This Agreement shall be effective as of the date of the last party's execution of this Agreement.

WILLIAMSON COUNTY:

By: _____
Dan A. Gattis

Williamson County Judge

Date Signed: _____ ____, 20____

A/E:

Name of Company: _____

By:_____

Printed Name:_____

Title:_____

Date Signed: _____ _____, 20___

Exhibit “A”

Scope of Services to be Provided by the County

Exhibit “B”

Basic Scope of Services to be Provided by the A/E

Exhibit "C"

Hourly Rates

Position Classifications	Hourly Rates
_____	$_____
_____	$_____
_____	$_____
_____	$_____
_____	$_____
_____	$_____

Note 1: Hourly rates include office overhead, employee salary and benefits, and company profits.

Note 2: Hourly rates are applicable from the date of the last party's execution of this Agreement until eighteen months thereafter.

Exhibit “D”

Production Schedule

Exhibit "E"

Insurance Requirements

During the term of this Agreement, A/E agrees to provide and maintain the following insurance:

A. Worker's Compensation in accordance with statutory requirements.
B. 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, including coverage on same for independent subcontractor(s). WILLIAMSON COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
C. 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. A/E shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
D. Professional Liability Errors and Omissions Insurance in the amount of $2,000,000.00 per claim.

A/E shall be responsible for payment of premiums for all of the insurance coverages required under this section. A/E further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the A/E is responsible hereunder, A/E shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $75,000 in the A/E's insurance must be declared and approved in writing by County in advance.

A/E shall not commence any field work under this Agreement until he has obtained all required insurance and such insurance has been approved by County. A/E shall not allow any subcontractor(s) to commence work to be performed in connection with this Agreement 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 A/E hereunder.

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. A/E shall furnish County with a certification of coverage issued by the insurer. A/E 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) 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 A/E, that no provision of this 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 under this Agreement and/or Exhibits 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 Agreement.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person doing business with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**

4 **Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ
Page 2

5 **Name of local government officer with whom filer has affiliation or business relationship.**
(Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

6. Describe any other affiliation or business relationship that might cause conflict of interest:

7

Signature of person doing business with the governmental entity	Date

Signature not required if completing in BIDSYNC electronically.

Question and Answers for Bid #1706-171 - A/E Williamson County Inner Loop Annex Renovations

Overall Bid Questions
There are no questions associated with this bid.

Commissioners Court - Regular Session **74.**

Meeting Date: 07/11/2017

Awarding IFB 1705-164 Juvenile Justice Center Fog Seal

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 # 1705-164, Juvenile Justice Center Parking Lot Fog Seal to the only bidder Alpha Paving Industries, LLC. and authorizing the agreement to be executed.

Background

After evaluation of the one bid received the Road & Bridge Department has recommended Alpha Paving for award with a contract amount of $171,713.50.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bid Tab

Agreement

Award Letter

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	07/06/2017 11:17 AM
County Judge Exec Asst.	Wendy Coco	07/06/2017 12:47 PM
Form Started By: Thomas Skiles		Started On: 07/06/2017 07:13 AM
Final Approval Date: 07/06/2017		

Bid #1705-164 - Juvenile Justice Center Parking Lot Fog Seal

Creation Date	**May 15, 2017**	End Date	**Jun 20, 2017 3:00:00 PM CDT**
Start Date	**May 23, 2017 10:49:13 AM CDT**	Awarded Date	**Not Yet Awarded**

1705-164--01-01 Total Cost

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Alpha Paving Industries LLC	First Offer - $171,713.50	1 / each	$171,713.50		Y

Product Code:
Agency Notes:

Supplier Product Code:
Supplier Notes: Unit bid pricing and bid bond have been attached 2 the next line item.

1705-164--01-02 Please Attach All Documents To This Line

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Alpha Paving Industries LLC	First Offer -	1 / each		Y	Y

Product Code:
Agency Notes:

Supplier Product Code:
Supplier Notes:

Supplier Totals

f Alpha Paving Industries LLC $171,713.50 (2/2 items)

Bid Contact **Andrew Kim**
andrew@alphapavingtexas.com
Ph 512-801-5552

Address **PO BOX 6565**
Round Rock, TX 78683

Agency Notes:

Supplier Notes:

Head Attch:

**

Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and Alpha Paving Industries LLC ("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 # 1705-164, Juvenile Justice Center Parking Lot Fog Seal; 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 One Hundred Seventy One Thousand Seven Hundred Thirteen Dollars & Fifty Cents ($171,713.50) 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 # 1705-164, 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:

Alpha Paving Industries LLC

By: _____

Printed Name: _____

Title: _____

Date: _____

Party Representatives

Owner's Designated Representative ("ODR"):

_____
_____
_____
_____
Phone _____
Fax _____

Contractor's Designated Representative:

_____
_____
_____
_____
Phone _____
Fax _____

WILLIAMSON COUNTY
1848

June 21, 2017

Mr. Randy Barker
Director/Purchasing Agent
901 S. Austin Ave.
Georgetown, Texas 78626

Subject: Recommendation for IFB 1705-164 – Juvenile Justice Center Parking Lot Fog Seal

After reviewing all of the pertinent information, I have determined that Alpha Paving Industries LLC's bid was the overall best value for the IFB 1705-164 – Juvenile Justice Center Parking Lot Fog Seal. Based on past favorable experience with the bidder, I recommend to the Williamson County Commissioner's Court that they award Alpha Paving Industries LLC as the successful bidder for this project.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

J. Terron Evertson

J. Terron Evertson, P.E.
County Engineer

Commissioners Court - Regular Session **75.**

Meeting Date: 07/11/2017

Wireless CCTV for Williamson County OEM

Submitted For: Randy Barker **Submitted By:** Erica Smith, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving service agreement between Wireless CCTV and Williamson County for wireless surveillance services in the amount of $2,720.04 (pursuant to GSA schedule 84 contract number GS-07F-031DA) for the Office of Emergency Management, and authorizing the execution of the agreement.

Background

This 12 month agreement with a 24 month option will provide wireless CCTV surveillance services for the Williamson County Office of Emergency Management. This includes installation, training, support and warranty. Please see attached agreement for further details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Wireless CCTV Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/06/2017 12:47 PM
Form Started By: Erica Smith		Started On: 07/06/2017 10:30 AM
Final Approval Date: 07/06/2017		

wcctv
WIRELESS CCTV

WIRELESS CCTV

Proposal for:
Williamson County OEM

Private and Confidential







Prepared for:
Jarred Thomas

Date: Tuesday, 13 June 2017

Version 1.3

Prepared by:
Richard Harries

Wireless CCTV LLC
3520 West Miller Road
Suite 100
Garland
Texas

Tel: + 1 877 805-9475

Contents:

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2. Price 4
3. Airtime Package 5
4. Airtime Acceptance Form 6
5. Training and Support 7
6. Terms and Conditions 9



1. Wireless CCTV – Experts in LTE Video Surveillance

Wireless CCTV LLC (WCCTV) is the market leader for wireless surveillance systems, and is the first to have a video surveillance product available in US which is Verizon certified.

Every WCCTV product is truly portable and easy to install. Images can be viewed from a CCTV control room, or on the move from a laptop, iPhone, iPad or Android device.

Why WCCTV?

Benefits of working with WCCTV include:

- Products specifically engineered for cell networks
- 15 years' experience in Mobile video surveillance
- Verizon LTE certified
- Plug and play out of the box
- Full network and hardware support
- One point of contact for support service
- Dedicated support functions: reducing customer costs

2. Price

We will supply you with the suggested solution comprising the equipment included in the number of Standard Packages, the Service Packages and the Ancillary Items specified in section 1 of this proposal in accordance with the terms set out in this proposal and the attached Conditions of Business.

The costs for the suggested solution will be (based on GSA schedule 84 contract number GS-07F-031DA):

WCCTV data plan - includes warranty & support package

12 Month

Product Code	Item & Category	Item Price	QTY	Total
VER5GB1YR	WCCTV Data Plan	$680.01	4	$2,720.04

24 Month

Product Code	Item & Category	Item Price	QTY	Total
VER5GB2YR	WCCTV Data Plan	$1,015.01	4	$4,060.04

*excluding sales tax at the prevailing rate

3. Airtime Package

The suggested solution includes a 5GB data share plan (20GB pooled data across 4 devices)

Airtime Support Services

Support Provided	WCCTV Data Plan	Client Own Plan
2 year warranty	Included	2nd year chargeable
Advanced replacement	Included	Chargeable
Remote install	Included	Chargeable
Network management	Included	N/A
Remote bespoke training	Included	Chargeable
Remote diagnostics	Included	Included
Support guides: •Install •software	Included	Included
Training on demand	Included	Included
Email tech support	Included	Included
Telephone tech support	Included	Chargeable
Training videos	Included	Included
Support Package	Included	$450.00 (2 yr min)
Connection fee	Included	$450.00

4. Airtime Acceptance Form

To: Wireless CCTV LLC, 3520 West Miller Road, Suite 100, Garland, TX, 75041

From: [Company Name]

Company Number (if applicable):.....

The Customer:

- Agrees and accepts the terms of the Proposal from Wireless CCTV LLC version number 1.3 and dated June 13th 2017 (the "Proposal").

The Customer agrees to purchase the following at the prices outlined in the Proposal:

Customer P.O. Number	
Solutions (inc. product code)	
Number of VZW connections	
Minimum Term of VZW Connections	
Data Package of Connections	
Overage Charges	
Commencement Date	
Renewal Date	

The Customer acknowledges that this Order Form is a legally binding contract on the terms set out in the Proposal upon our acceptance of the order.

Dated:

Signed for and on behalf of

The Customer by.....
Print name:.....
Position: .....

WCCTV by.....
Print name:.....RICHARD.....HARRIES.....
Position: ..TECHNICAL.....ACCOUNT.....MANAGER.....

5. Training and Support

WCCTV provides the following training and support options as standard with all solutions:

- Access to online training and support portal
  - Modular training guides
  - Video guides
  - Training on demand documentation
- Telephone support
- Email support
- 24 response to all technical support queries
- Onsite support

Wireless CCTV Limited

Conditions of Business

BY ORDERING THE EQUIPMENT AND/OR USING THE SERVICE, YOU ACKNOWLEDGE AND AGREE THAT:

1. If you order any of the Equipment described above, you agree to purchase it at the prices set out above. If airtime is included with the Equipment, airtime in excess of the airtime set forth above shall be billed to you at standard rates in place at the time incurred, unless otherwise agreed to in a subsequent writing. If airtime is provided it shall be provided for a fixed term of 12, 24 or 36 months (the "Fixed Term"). Unless otherwise stated, if airtime is included, the pricing for airtime shall expire at the end of the Fixed Term of each piece of Equipment ordered. If airtime is included, the Fixed Term begins upon delivery of the Equipment and ends at the expiration of 12, 24, or 36 months after it begins, depending on which Fixed Term is agreed upon and ordered.

2. If airtime for the Equipment is purchased, the amount of monthly gigabytes specified above (the "Included Gigabytes") are included in the price of the Equipment during the Fixed Term, which, as stated above, begins on the date the Equipment is delivered. You will receive monthly invoices indicating your gigabyte usage during the prior period only if you exceed the amount of your Included Gigabytes. After the Included Gigabytes are used, gigabytes will be billed at WCCTV's standard rates at the time the airtime is incurred (except as provided in Paragraph 4 below).

3. If airtime for the Equipment is initially purchased, after expiration of the Fixed Term, upon written request you may elect a rate plan for airtime that is available at that time for a new Fixed Term, at which time you will be provided with a new proposal. After the expiration of the Fixed Term(s) of the Equipment, WCCTV's standard rates shall apply until you properly cancel your service as provided in the Terms and Conditions or until a new rate plan is agreed upon.

4. If airtime is purchased, the service and usage rates listed above shall only apply during the Fixed Term of the Equipment ordered. Such pricing cannot be guaranteed by WCCTV due to possible fluctuations in costs imposed on WCCTV by its service providers. However, if you have exceeded your Included Gigabytes and if WCCTV increases any overage usage rates that are specifically set out herein during the Fixed Term, you may cancel the service without incurring any additional Usage Charges (as defined in the Terms and Conditions) by providing written notice within 30 days following notice of any increase and otherwise complying with the Terms and Conditions.

5. All terms not defined herein shall have the same meaning as set forth in the terms and conditions

6. You are bound by and subject to WCCTV's terms and conditions. The pricing information is provided to you herein. You acknowledge that you have received and read this proposal (including the pricing terms) and the terms and conditions herein and that you are bound by them even if you have not read them or signed a written agreement.

7. You acknowledge that the price you pay for the Equipment is not refundable and if service/airtime is provided, you may cancel only in accordance with the Terms and Conditions. If airtime is provided, you may only terminate your obligations hereunder upon full compliance with the Terms and Conditions. If airtime is provided, you acknowledge that you will remain liable for any outstanding charges for equipment usage activity not yet billed at the time of termination.

8. Pricing set out in the Proposal shall be valid for 30 days from the date of the Proposal. After that time, please contact WCCTV for current Pricing Detail

6. Terms and Conditions

Wireless CCTV, LLC ("**WCCTV**") and you, as the person or entity placing an order ("**You**") with WCCTV, hereby agree to the following terms and conditions ("**Terms and Conditions**") with respect to the sale of certain equipment, including, but not limited to, wireless surveillance solutions and peripheral equipment (collectively, the "**Equipment**") and related airtime and other services (the "**Service**"). At WCCTV's option the Equipment may be offered without airtime. These Terms and Conditions are delivered in the proposal from WCCTV (the "**Proposal**") and are accepted by You upon placement of an order for Equipment, whether directly from WCCTV, from a third-party supplier/distributor/re-seller or any other source and constitute a binding and enforceable legal agreement between the parties. If there is a conflict between the terms of the Proposal and these Terms and Conditions, the Terms and Conditions shall control.

Authorization

1.1 If You are an entity and not an individual, then the person accepting these Terms and Conditions represents and warrants that he/she has been properly authorized and empowered to do so on behalf of such entity.

1.2 If You are an individual, You represent You are of legal age and have capacity to enter into these Terms and Conditions.

1.3 You authorize WCCTV and its assigns to verify Your creditworthiness with a credit reporting agency at any time and to share information about Your performance hereunder with third parties.

Order, Delivery and Equipment

2.1 WCCTV shall supply the Equipment at the price(s) specified herein, or otherwise in writing by WCCTV, upon placement of order.

2.2 WCCTV shall deliver the Equipment at its own risk to the address provided when the order is placed.

2.3 WCCTV shall use reasonable efforts to deliver the Equipment within a reasonable time but it shall not incur any liability in the event of any delay.

2.4 Placement of Your order constitutes acceptance of these Terms and Conditions and Your agreement to pay the prices set forth herein for the Equipment/Service ordered. If You issue an order for the Equipment, You acknowledge that constitutes Your firm offer to purchase the Equipment/Service ordered at the prices set forth in this Proposal (or as otherwise specified in writing by WCCTV). You may not modify these Terms and Conditions or any pricing in any purchase order. If Your order is placed via telephone, through a third-party supplier/distributor or any other method, acceptance and use of the Equipment constitutes Your acceptance of these Terms and Conditions.

2.5 You shall examine the Equipment upon receipt and notify WCCTV if the Equipment is not in good working order at the time of receipt or is not the Equipment ordered within three (3) business days of the delivery date.

Term; Cancellation of Service

3.1 If You purchase Equipment which includes airtime, You agree to a minimum fixed term of 12, 24 or 36 months (the "**Fixed Term**") as invoiced by WCCTV. The Fixed Term and any subsequent term are collectively referred to as the "**Term**". You are bound by these Terms and Conditions for the full Term. You may cancel the Service for any reason by providing WCCTV with 30 days' notice, which cancellation will take effect on or before the beginning of the next billing cycle after the expiration of the notice period. IF YOU CANCEL SERVICE OR BREACH THE TERMS AND CONDITIONS BEFORE THE END OF THE FIXED TERM, YOU ACKNOWLEDGE THAT THE RESULTING HARM TO WCCTV IS EXTREMELY DIFFICULT TO MEASURE AND AGREE THAT WCCTV MAY RETAIN ALL FUNDS PAID FOR THE EQUIPMENT AND SERVICE, AS A REASONABLE ESTIMATE OF ITS DAMAGES. WCCTV's cost of providing the Service and Equipment is not incurred evenly over the Term. If You purchase Equipment which includes airtime, the pricing of the Equipment is based on the assumption that You will remain a customer for the Fixed Term and any subsequent Fixed Term that is later agreed upon. You agree that if You cancel during a Fixed Term, retention of charges paid is reasonable. If You purchase Equipment which includes airtime, after the expiration of a Fixed Term: (a) Your obligations will continue on a month-to-month basis; and (b) 30 days' written notice of termination is still required.

3.2 If WCCTV increases rates specifically set out in the Proposal during a Fixed Term, You may cancel the Service if You do so in writing within 30 days of the date of notice of a rate increase.

3.3 If You are a reseller of the Equipment, WCCTV may terminate its relationship with You immediately upon breach of any of these Terms and Conditions (including but not limited to failure to pay) or upon thirty (30) days written notice

for any reason whatsoever. Your obligation to pay for Equipment and Services already purchased shall continue regardless of termination.

Charges

4.1 You will pay all the charges for all usage of the Equipment, including, but not limited to, charges for data used in connection with the Equipment after delivery and any other charges for Service ("**Usage Charges**") as provided in Section 4.3 below. Certain usage charges may be included in the price of the Equipment, if stated in this Proposal and certain Usage Charges are not included in the price of the Equipment. Rates specified shall apply only during the Fixed Term, unless notified in writing by WCCTV of an increase. WCCTV may increase the usage rates at any time, as and when it deems appropriate, subject to Your rights to cancel as provided in Section 3.2.

4.2 You will pay for all additional gigabytes in full gigabyte increments, with partial gigabytes rounded to the next full gigabyte.

4.3 You are responsible for Equipment charges (reflected in the Proposal, or otherwise provided by WCCTV in writing), Usage Charges, all applicable taxes, cancellation fees, late payment fees, shipping charges and other charges and fees (collectively, the "**Charges**") through the last day of the billing cycle following receipt of the required 30 days' notice of termination set out in Section 3.1 above, whether or not You personally use the Equipment or gigabytes for which the Charges are imposed.

4.4 You shall pay all Charges invoiced by WCCTV within fifteen (15) calendar days from receipt (the "**Due Date**") of an invoice from WCCTV at the address identified on the invoice. Invoices that remain unpaid after the Due Date of the invoice are delinquent, and Service is subject to immediate suspension or termination. A late payment fee of $5.00 or 1.5%, whichever is greater, may be charged on all delinquent accounts. In no event will any late payment fee exceed the highest lawful rate.

4.5 WCCTV may, at its option, issue invoices prior to the end of a billing period if Charges exceed $500.00.

4.6 If You ask WCCTV for support, service, repair or training we will be entitled to charge You for such support, service or training in accordance with our current price list.

4.7 YOU MUST NOTIFY WCCTV IN WRITING OF ANY DISPUTES REGARDING CHARGES WITHIN 15 CALENDAR DAYS OF RECEIPT OF THE FIRST INVOICE CONTAINING THE DISPUTED CHARGE OR THE RIGHT TO DISPUTE THE CHARGE WILL BE WAIVED.

4.8 You shall pay invoices issued to You on a delayed basis, after cancellation or termination of Service, for any and all Usage Charges incurred prior to cancellation or termination, whether or not WCCTV is aware of such charges at the time of cancellation or termination.

4.9 If You claim any exemption from any applicable taxes, You will only be entitled to such exemption after WCCTV receives acceptable documentation of entitlement to such exemption from You.

Forms of Payment; Credit Card Charges and Authorization

5.1 You may use the following forms of payment unless otherwise informed in writing by WCCTV: wire transfer, business check, money order, cashiers or certified check or credit card. If a credit card is used, the credit card may be charged the amount invoiced by WCCTV automatically upon generation of an invoice. You authorize WCCTV to charge the credit card for all charges incurred hereunder. Additionally, WCCTV may charge the credit card for Charges incurred prior to an invoice date if Charges exceed $500.00 or any established credit limit, whichever is greater, during a billing period.

5.2 If a credit card is used, upon placement of the order and prior to incurring any Usage Charges, You authorize WCCTV to immediately submit a charge on the credit card in an amount to be determined by WCCTV (the "**Authorization Amount**"). Determination of the Authorization Amount is in WCCTV's sole discretion, but is anticipated to be $1,500.00. The Authorization Amount is considered temporary and is used to confirm validity of and availability of credit on the credit card in the estimated amount of future Charges.

5.3 If providing WCCTV with a credit card for payment, You represent that You are authorized to make charges on such account.

5.4 DEBIT CARDS ARE NOT AN ACCEPTABLE FORM OF PAYMENT. WCCTV disclaims any and all liability for any damages incurred by You as a result of using a debit card, including, but not limited to, NSF charges.

Equipment Use, Loss and Damage

6.1 Upon delivery to You, WCCTV will provide an instructional DVD on the use of the Equipment (the "DVD").

6.2 You will use the Equipment in accordance with the DVD and any manufacturer's instructions and/or specifications (collectively, "the **Manufacturer's Instructions**") and in no other manner. The Manufacturer's Instructions are incorporated in these Terms and Conditions by reference. The Equipment shall be used only with the modem included with Equipment when delivered. You shall not remove or replace any modem contained in the Equipment, unless specifically authorized to do so in writing by WCCTV.

6.3 Unless otherwise agreed, ownership of the Equipment will transfer to You upon WCCTV's receipt of payment of the price of the Equipment. Until ownership of the Equipment transfers to You, You agree that You will not:

6.3.1 Effect any repairs or modifications to the Equipment
6.3.2 Remove or interfere with any certification markers affixed to the Equipment;
6.3.3 Deface or add to the Equipment;
6.3.4 Allow the use of the Equipment by any third party; or
6.3.5 Attempt to dispose of the Equipment or to grant any interest in the Equipment to any third party.
6.3.6 Sell the Equipment to a third party or let a third party use the Equipment.

6.4 You grant WCCTV, our agents and employees, an irrevocable licence at any time to enter into or onto any premises or land where the Equipment is or may be stored in order to inspect it, or, where Your right to possession has terminated, to recover it.
6.5 We shall be entitled to charge You the costs we incur in recovering the Equipment in accordance with this clause

6.6 In the event the Equipment is lost or stolen, You must notify WCCTV immediately and provide WCCTV with the internet protocol address ("IP Address") of the Equipment lost or stolen. You are responsible for all Charges incurred on the Equipment up to the time that the provider/carrier contracted by WCCTV to provide the Service disables the Equipment. If You do not or cannot provide the IP Address of the lost or stolen Equipment, Service cannot be cancelled and You will continue to be responsible for all charges incurred on such Equipment.

6.7 If You purchased the Equipment and Services from anyone other than WCCTV, that company is obligated to provide You customer service and WCCTV is not.

Software

7.1 If the Equipment incorporates software owned by WCCTV we grant You a non-exclusive, non-transferable license to use that software as part of the Equipment and You must:

7.1.1 not copy, distribute, transmit, transcribe, translate, adapt, vary, modify, disassemble, decompile or reverse engineer our software or our software manuals without our express written permission; and

7.1.2 obey any additional license terms, if any, provided by us to You in relation to that software (including as part of the operating manuals relating to the Equipment).

7.2 If the Equipment incorporates third-party software licensed to us You must:

7.2.1 (subject to clause 8.2(b)) not copy, distribute, transmit, transcribe, translate, adapt, vary, modify, disassemble, decompile or reverse engineer that software or the software manuals; and

7.2.2 obey that third party's license terms as shown in the third party software and third party software manuals.

7.3 You agree to indemnify WCCTV and hold WCCTV harmless against any liabilities WCCTV incurs whatsoever as a consequence of a breach by You of this section.

Limited Warranty as to Equipment, Disclaimer of Warranty, Limitation of Liability; Indemnity

8.1 WCCTV warrants to the original purchaser of the Equipment that the Equipment will be in working order when it is delivered and that it will not have a mechanical failure for a period of 12 months thereafter (the "**12 Month Limited Warranty Period**"). During this 12 Month Limited Warranty Period, for claims covered under this limited warranty WCCTV shall repair or replace the Equipment (at its option) so long as the Equipment is returned, and received by WCCTV no later than 15 days of the expiration of the 12 Month Limited Warranty Period. You must ship the Equipment on which You make a claim under this warranty to WCCTV at Your own expense. You must include proof of purchase and proof of date of purchase.

8.2 If WCCTV finds that Equipment reported as having a mechanical failure is in working order or has failed as a result of any of the following: misuse, abuse, neglect, physical damage, use not in accordance with Manufacturer's Instructions or as a result of violation of these Terms and Conditions, then the limited warranty does not apply, is void

and You will pay any shipping charges relating to the delivery and/or return of the Equipment, in addition to any other Charges due hereunder.

8.3 The limited warranty provided herein is contingent on Charges being current and there being no breach of these Terms and Conditions.

8.4 WCCTV is not liable for the performance of the Equipment (except as otherwise specifically provided in this Section) or the operation of the network to which it is connected. You acknowledge that Service may be temporarily interrupted, delayed or otherwise limited due to a variety of causes, including without limitation transmission limitations and by atmospheric and other conditions, system capacity limitations and system and equipment failure.

8.5 THE LIMITED WARRANTY ON EQUIPMENT PROVIDED HEREIN IS LIMITED TO THE TERMS OF THIS SECTION AND IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. EXCEPT AS PROVIDED IN THIS SECTION, WCCTV DISCLAIMS ALL WARRANTIES AND CONDITIONS WHETHER EXPRESS OR IMPLIED, REGARDING ANY MATTER, INCLUDING WITHOUT LIMITATION THE WARRANTIES AND CONDITIONS OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE IN TRADE, NONINFRINGEMENT AND THAT THE EQUIPMENT AND SERVICE WILL BE ERROR FREE. IF APPLICABLE STATE LAW DOES NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, THE RELEVANT PORTIONS OF THE ABOVE EXCLUSIONS MAY NOT APPLY.

8.6 WCCTV DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE SERVICE.

8.7 The limited warranty contained herein gives You specific legal rights. You may also have other rights which vary from state to state.

8.8 You shall be solely responsible for and shall indemnify and hold harmless WCCTV against any and all claims, demands and liability, including reasonable attorneys' fees and expenses, arising as a result of Your ownership, possession, use, or misuse of the Equipment or the Service provided hereunder.

8.9 WCCTV WILL IN NO EVENT BE RESPONSIBLE, NOR SHALL YOU MAKE ANY CLAIM AGAINST WCCTV, FOR ANY LIABILITY, CLAIM, LOSS, INJURY, DAMAGE OR EXPENSE OF ANY KIND (INCLUDING LOST PROFITS) WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL CAUSED BY THE EQUIPMENT OR THE FAILURE OF THE EQUIPMENT TO OPERATE CORRECTLY, OR AT ALL, OR DELAY, FAULTINESS (SUCH AS DEGRADATION OF SERVICE), FAILURE OF THE SERVICE OR DEACTIVATION OF SERVICE PURSUANT TO THESE TERMS & CONDITIONS.

Termination

9.1 The use of the Equipment and all Service may be terminated or deactivated without notice by WCCTV upon any of the following events: (a) WCCTV has any reason to believe the Equipment was obtained by any misrepresentation or fraudulent means; (b) WCCTV has any reason to believe any modem on the Equipment has been tampered with; (c) WCCTV has any reason to believe the Equipment is or may be used for any illegal or improper purpose, or in violation of applicable laws; (d) a breach of any of these Terms and Conditions including the payment terms; or (e) detection of unusually high usage, or possible theft or fraud. WCCTV may also terminate these Terms and Conditions without any liability whatsoever in the event that Service is not available to WCCTV or becomes unavailable for any reason. No remedy of WCCTV shall be exclusive of any other remedy whether provided herein or available at law or in equity, but shall be cumulative with other remedies.

Intellectual Property

10.1 If, and only if, You are a reseller or distributor of the Equipment, WCCTV hereby grants You a royalty free, revocable, non-transferable limited license to use the trademarks associated with the Equipment (the "WCCTV Trademarks") for the limited purposes of marketing and sale of the Equipment and only to exercise Your rights and perform Your obligations under this Agreement in the territory specified by WCCTV. Such license shall be automatically revoked upon termination of the relationship between You and WCCTV.

10.2 You shall ensure that each reference to and use of any of the WCCTV Trademarks is in a manner approved in advance, in writing by WCCTV.

10.3 You shall not:

10.3.1 make any modifications to the Equipment or its packaging;
10.3.2 alter, remove or tamper with any WCCTV Trademarks, numbers, or other means of identification used on or in relation to the Equipment;
10.3.3 use any of the WCCTV Trademarks in any way which might prejudice their distinctiveness or validity or the goodwill of WCCTV therein;

10.3.4 use in relation to the Equipment any trademarks other than WCCTV's Trademarks without obtaining the prior written consent of WCCTV; or

10.3.5 use any trademarks or trade names so resembling any trademark or trade names of WCCTV as to be likely to cause confusion or deception.

10.4 Except as provided in this section, You shall have no rights in any trade names or trademarks used by WCCTV in relation to the Equipment or of the goodwill associated therewith, and You hereby acknowledge that, except as expressly provided in this Agreement, You shall not acquire any rights in respect thereof and that all such rights and goodwill are, and shall remain, vested in WCCTV.

10.5 You shall take all such steps as WCCTV may reasonably require to assist the Manufacturer in maintaining the validity and enforceability of any WCCTV intellectual property during the term of this Agreement.

10.6 You shall return all relevant documentation and any copies of such documentation to WCCTV at Your risk (carriage paid) promptly on termination of your relationship with WCCTV or upon WCCTV's request.

10.7 You shall at the request and cost of WCCTV execute such registered user agreements or licenses in respect of the use of the WCCTV Trademarks as WCCTV may reasonably require, provided that the provisions thereof shall not be more onerous or restrictive than the provisions of this Agreement.

10.8 You shall not do or authorize any third party to do any act which would or might invalidate or be inconsistent with any intellectual property of WCCTV and shall not omit or authorize any third party to omit to do any act which, by its omission, would have that effect or character.

10.9 You shall promptly and fully notify WCCTV of any actual, threatened or suspected infringement of any intellectual property of WCCTV, and of any claim by any third party that the Equipment, or its sale, infringes any rights of any other person, and You shall at the request and expense of WCCTV do all such things as may be reasonably required to assist WCCTV in taking or resisting any proceedings in relation to any such infringement or claim.

Notice

11.1 You shall send all notices required hereunder in writing via certified mail, return receipt requested to: Wireless CCTV, LLC, 3520 W. Miller Road, #100, Garland, Texas 75041.

11.2 Any notice to You is sufficient if sent via first class mail to the address provided by You upon ordering the Equipment or an email address provided by You.

Applicable Law

12.1 These Terms and Conditions shall be deemed entered into in Dallas County, Texas and shall be governed by the laws of the State of Texas, United States of America. In addition, these Terms and Conditions are subject to applicable foreign, federal and state laws and tariffs.

General

13.1 These Terms and Conditions can only be modified in writing. Specifically, they cannot be modified by any WCCTV representative in person, over the phone or by email. However, they may be modified in writing from time to time by WCCTV. Any such modifications are binding upon You upon either posting new terms or conditions on WCCTV's website or upon transmittal of the new terms and conditions to You via email or any other method to the billing address supplied by You when placing the order.

13.2 The headings in these Terms and Conditions are for convenience of reference only and shall not affect the meaning or construction of the provisions contained herein.

13.3 No waiver by WCCTV of any breach of these Terms and Conditions shall be considered as a waiver of any subsequent breach of the same or any other provision hereof.

13.4 You shall be liable to WCCTV for all expenses, including reasonable attorneys' fees, collection fees and court costs incurred in connection with any collection, repossession or other action brought to enforce WCCTV's rights hereunder.

13.5 Your rights and obligations under these Terms and Conditions cannot be assigned or transferred by You, nor can they be modified or waived except by written instrument signed by WCCTV or its authorized agent. These Terms and Conditions constitute the entire agreement between WCCTV and You; there are no other representations, conditions, warranties, guarantees, or collateral agreements, express or implied, statutory or otherwise, concerning the use of the Equipment or the Service, other than as set forth herein.

13.6 WCCTV is not liable for any lack of privacy which may be experienced with regard to the Equipment or Service. You authorize WCCTV's monitoring and recording of information concerning Your usage and the Service and consents to WCCTV's use of telephone, facsimile and email to contact You.

13.7 If the performance of any part of these Terms and Conditions by WCCTV is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labour disputes, act of God, terrorist attack, or any other causes beyond the control of WCCTV, WCCTV shall be excused from performance to the extent that it is prevented, hindered or delayed by such causes.

13.8 WCCTV may assign all or part of its rights or duties under the Terms & Conditions without the notice to You, except to the extent required by law. Such an assignment releases WCCTV from all liability. You may not assign the Terms and Conditions without WCCTV's prior written consent. Subject to these restrictions, the Terms and Conditions will bind the heirs, successors, and assigns of the respective parties who will receive its benefits.

13.9 If any provision herein is determined to be invalid or unenforceable, the remaining provisions shall not be affected and shall continue to bind the parties as though the invalid or unenforceable provision (or portion thereof) were not contained herein.

Special terms for Williamson County

14.0 No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, the Williamson County Commissioners Court, or the Williamson County Judge.

15.0Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving sixty (60) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

16.0Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

17.0Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

18.0Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

19.0Right to Audit: WCCTV agrees that licensee or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of WCCTV which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. WCCTV agrees that licensee shall have access during normal working hours to all necessary WCCTV facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Williamson County shall give WCCTV reasonable advance notice of intended audits.

Commissioners Court - Regular Session **76.**

Meeting Date: 07/11/2017

Mobile Outreach Team Donations BA 07-11-2017

Submitted For: Melanie Denny **Submitted By:** Angela Schmidt, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring and emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for Mobile Outreach Team Donations:

Background

The Mobile Outreach Team received a $1,000 cash donation to be used to help purchase Narcan Kits and a Breathalyzer.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367400	Donations	$1,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/29/2017 04:54 PM
Form Started By: Angela Schmidt		Started On: 06/29/2017 03:34 PM
Final Approval Date: 06/29/2017		

Commissioners Court - Regular Session **77.**

Meeting Date: 07/11/2017

Mobile Outreach Team Donations BA 07-11-2017

Submitted For: Melanie Denny **Submitted By:** Angela Schmidt, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Mobile Outreach Team Donations:

Background

The Mobile Outreach Team received a $1,000 cash donation to be used to help purchase Narcan Kits and a Breathalyzer.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0341.003670	Use of Donations	$1,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/29/2017 04:54 PM
Form Started By: Angela Schmidt		Started On: 06/29/2017 03:48 PM
Final Approval Date: 06/29/2017		

Commissioners Court - Regular Session **78.**

Meeting Date: 07/11/2017

Mobile Outreach Team Clinical Training Supplement BA 07-11-2017

Submitted For: Melanie Denny **Submitted By:** Angela Schmidt, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity dut to unforeseeable circumstances and approve budget amendment to acknowledge additional revenues for the Mobile Outreach Team:

Background

The county has contracted with Texas A&M University Health Science Center (TAMUHSC) to provide clinical training experience for TAMUHSC students. The sum of $100.00 per unit is paid to the county when the student is supervised directly by the Mobile Outreach Team. The county employee supervising the student is paid a stipend for the training. The Budget Amendment is recognizing the additional revenue and expenditures related to the training. The Budget Amendment reflects the 3rd Quarter 2017 training.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.333220	Payments From Other Entities	$200.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	07/05/2017 03:08 PM
Form Started By: Angela Schmidt		Started On: 06/30/2017 02:39 PM
Final Approval Date: 07/05/2017		

Commissioners Court - Regular Session **79.**

Meeting Date: 07/11/2017

Mobile Outreach Team Clinical Training Supplement BA 07-11-2017

Submitted For: Melanie Denny **Submitted By:** Angela Schmidt, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve budget amendment to acknowledge additional expenditures for the Mobile Outreach Team:

Background

The county has contracted with Texas A&M University Health Science Center (TAMUHSC) to provide clinical training experience for TAMUHSC students. The sum of $100.00 per unit is paid to the county when the student is supervised directly by the Mobile Outreach Team. The county employee supervising the student is paid a stipend for the training. The Budget Amendment is recognizing the additional revenue and expenditures related to the training. The Budget Amendment reflects the 3rd Quarter 2017 training.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0341.001920	Medical School Stipend	$158.70
	0100.0341.002010	FICA	$12.14
	0100.0341.002020	Retirement	$21.22
	0100.0341.002050	Worker's Comp	$7.94

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	07/05/2017 03:08 PM
Form Started By: Angela Schmidt		Started On: 06/30/2017 02:47 PM
Final Approval Date: 07/05/2017		

Commissioners Court - Regular Session **80.**

Meeting Date: 07/11/2017

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	07/06/2017 10:43 AM
Form Started By: Charlie Crossfield		Started On: 07/06/2017 10:15 AM
Final Approval Date: 07/06/2017		

Commissioners Court - Regular Session **81.**

Meeting Date: 07/11/2017

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 N. 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 Easement interests for the Brushy Creek Trail Project.

k) Discuss acquisition of property located at NEC of Toll 130 and Gattis School Rd.

l) Discuss the acquisition of a drainage easement for CR 108.

m) Discuss easement acquisitions from San Gabriel River Ranch Subdivision.

n) Discuss the acquisition of real property for CR 258.

o) Discuss the acquisition of real property for Seward Junction SE Loop.

p) Discuss the acquisition of real property for US 183.

q) Discuss the acquisition of real property for Hairy Man Rd.

r) Discuss the acquisition of real property for SW Bypass.

s) Discuss the acquisition of real property for Crossroad Acres.

t) Discuss proposed acquisition of real property on CR 138.

u) Discuss proposed acquisition of real property at Highland Springs Lane.

v) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.

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 possible sale or exchange of property at 350 Exchange Boulevard, Hutto, Texas

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/06/2017 10:43 AM
Form Started By: Charlie Crossfield		Started On: 07/06/2017 10:12 AM
Final Approval Date: 07/06/2017		