

**NOTICE TO THE PUBLIC**  
**WILLIAMSON COUNTY COMMISSIONER'S COURT**  
**MARCH 20TH, 2018**  
**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 – 33 )

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0403.004350	Printed Materials and Binding	863.00
To	0100.0403.004621	Copier Rental & Supplies	863.00

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0404.004350	Printed Materials & Bindings	1215.00
To	0100.0404.004621	Copier Rental & Supplies	1215.00

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0540-003003	RADIO EQUIPMENT < \$5,000	\$26,181.33
To	0100-0540-005730	RADIO EQUIPMENT > \$5,000	\$26,181.33

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0499-003005	Office Furniture	\$1850.00
To	0100-0499-004621	Copier rental & supplies	\$1850.00

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0560.003100	Office Supplies	\$2,600.00
To	0100.0560.004510	Facility Maintenance	\$2,600.00

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0560.003900	Membership Dues	\$2,500.00
To	0100.0560.004231	Travel	\$2,500.00

11. 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	\$80,000
To	0100-0509-005300	Facilities/Improvements >\$5K	\$80,000

12. 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	\$475,000
To	0100-0509-005300	Facilities/Improvements	\$475,000

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
FROM	0100.0587.004100	Professional Services	2640.50
TO	0100.0587.003005	OFFICE FURNITURE	2640.50

14. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.
15. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including Radio Equipment and Radios, Technology Equipment, and (1) 2005 CTS HRD32 End Dump Trailer, pursuant to Tx. Local Gov't Code 263.152.
16. Discuss, consider and take appropriate action on approving property tax collections for the month of February 2018 for the Williamson County Tax Assessor/Collector.
17. Discuss, consider and take appropriate action on approving property tax refunds over \$2,500.00 for the month of February 2018 for the Williamson County Tax Assessor/Collector.
18. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, February 2018 Monthly Report in compliance with Code of Crim. Proc. § 103.005.
19. Discuss, consider, and take appropriate action on accepting commissioners education certificate of completion for Valerie Covey for successfully completing the continuing education provisions of Article 81.0025 of the Texas Local Government Code.
20. To discuss and take appropriate action on noting in minutes County Clerk for County Investment Academy CE hours.
21. Discuss, consider and take appropriate action on Supplemental Work Authorization No. 1 under Williamson County Contract between Doucet & Associates, Inc. and Williamson County dated February 27, 2018 for Smith Branch Flood Control and Drainage Engineering Services. This supplemental is to increase the maximum amount payable to \$136,250.00.
22. Discuss, consider and take appropriate action on Supplemental Work Authorization No. 2 under Williamson County Contract between Raba Kistner, Inc. and Williamson County dated November 10, 2016 for Construction Material Testing and Inspection for Williamson County North Campus Facilities. This supplemental is to extend the expiration date to September 30, 2018. The current Work Authorization dollar amount will remain the same.
23. Discuss, consider and take appropriate action on Work Authorization No. 3 in the amount of \$50,000 to expire on March 31, 2019 under Williamson County Contract for Engineering Services between Steger Bizzell Engineering, Inc. and Williamson County dated January 17, 2017 On Call Professional Engineering Services for Williamson County Road and Bridge.
24. Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of \$50,000 to expire on March 31, 2019 under Williamson County Contract for Engineering Services between Pape-Dawson Engineers, Inc. and Williamson County dated March 6, 2018 for On Call Professional Engineering Services for Small Drainage and Roadway Projects for Williamson County Road and Bridge.

25. Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of \$50,000 to expire on March 31, 2019 under Williamson County Contract for Engineering Services between Alliance Transportation Group and Williamson County dated March 6, 2018 for On Call Professional Engineering Services for Small Drainage and Roadway Projects for Williamson County Road and Bridge.
26. Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County North Campus Project; Change Order #45 in the amount of \$25,500.00 to approve funds for waterproofing and flashing behind stucco at Bldg. H. that was pulled from others scope, which was executed by Dwayne Gossett, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded out of the Construction Managers Contingency.
27. Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County North Campus Project; Change Order #47 in the amount of \$1,126.00 for additional electrical work per ASI-041, which was executed by Dwayne Gossett, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded out of the Construction Managers Contingency.
28. Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County North Campus Project; Change Order #51 in the amount of \$5,759.00 for upgrading from Cat6 punch-down panels to modular type Cat6 panels, which was executed by Dwayne Gossett, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is to be funded by the Owners Contingency.
29. Discuss, consider and take appropriate action on accepting and approving a report on the Georgetown Annex Project; Change Order # 6 in the amount of \$19,151.00 to approve funding for light pole relocation and flooring changes, which was executed by Dale Butler, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded by the Owner's Contingency.
30. Discuss, consider, and take appropriate action on approval of the final plat for the Elgin Acres subdivision - Pct 4.
31. Discuss, consider, and take appropriate action on approval of the preliminary plat for the Star Ranch Commercial Block C Lots 2-8 subdivision - Pct 4.
32. Discuss, consider, and take appropriate action on approval of the final plat for the Rancho Sienna Section 17 subdivision - Pct 3.
33. Discuss, consider, and take appropriate action on approval of the preliminary plat for the Hilltop Vista subdivision - Pct 3.

## **REGULAR AGENDA**

34. Discuss, consider and take appropriate action on recognizing the newest members of Williamson County EMS.
35. Consider, discuss, and recognize the Williamson County and Cities Health District as the 2017 Local Health Department of the Year awarded by the Texas Association of City and County Health Officials.

36. Discuss, consider, and take appropriate action on a proclamation declaring Saturday, March 24, 2018 as World TB Day in Williamson County.
37. Discuss and take appropriate action on proclaiming the month of March 2018 as Purchasing Month.
38. 10:00 Conduct public hearing relating to a request from County Attorney Dee Hobbs to increase the budgeted salary amount for the position of CA Sgt. Investigator, position #1801, in the County Attorney's Office 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.
39. Discuss, consider and take appropriate action on a request by County Attorney Dee Hobbs to increase the budgeted salary amount for the position of CA Sgt. Investigator, position #1801, in the County Attorney's Office from the budgeted annual salary amount of \$63,506.93 to the increased salary amount of \$66,072.50 for the remainder of the current fiscal year.
40. Receive and acknowledge the March 2018 Construction Summary Report for the Road Bond Program.
41. Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.
42. Discuss, consider, and take appropriate action regarding Change Order No. 9 in the amount of -\$211,017.73 for County Road 258, a Road Bond Project in Commissioner Pct. 2. Project: P256: Funding Source: Road Bond.
43. Discuss, consider, and take appropriate action regarding the closing of Porano Circle and Sofia Place intersections and detouring traffic during road construction for the CR 110 South project, a Road Bond Project in Commissioner Pct. 4.
44. Discuss, consider and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move \$350,000 from 2013 Road Non-Departmental (P290) to Bagdad Road @ CR 278 (P438).
45. Discuss, consider and take appropriate action on a Second Amendment to an Agreement Between Owner, Williamson County, and Contractor, Trimbuilt Construction, Inc., in order to add additional funds to the Owner's Contingency in relation to the Williamson County Texas Avenue Facility Project.
46. Discuss, consider and take appropriate action on the Williamson County North Campus Project; Change Order #48 from Vaughn Construction in the amount of \$35,771.00 to fund concrete work at infill gap along sidewalk and drive that was not included in the original scope of the project. This change order is being funded by the Owners Contingency.
47. Discuss, consider and take appropriate action on Williamson County Sheriff's Office Training Center Project, P323, Change Order # 42 from American Constructors in the amount of \$48,287.03 for funding padded floors/mats and window blinds at exercise and training spaces, and door changes to accommodate workout and training equipment move-in. This change order is being funded by the Construction Managers Contingency.
48. Discuss consider and take appropriate action on approving a variance request to the WCSR from Sonwest Co for Sonterra West Section 12C - Pct 3

49. Discuss, consider and take appropriate action on a real estate contract with Donald J. Cemper for right of way needed on the SH 29 LTP Project. Funding Source: P457
50. Discuss, consider and take appropriate action on a real estate contract with Oldcastle Materials Texas, Inc. for right of way needed on the N. Mays project (Parcel 3). Funding Source: P224
51. Discuss, consider and take appropriate action on a letter agreement with Ollie and James Rydell for a drainage easement needed on the CR 101 Project (Parcel 9). Funding Source: P269
52. Discuss, consider, and take appropriate action on the Brushy Creek Marlins Swim Meet Parking Plan and Instructions for Sendero Springs Pool located adjacent to Sendero Springs Drive, Round Rock, Texas, for the 2018 Swim Season.
53. Discuss, consider and take appropriate action regarding the 2018, annual Red Poppy Bike Ride, Vehicle Usage Contract submitted by Constable Pct. 3.
54. Discuss, consider and take appropriate action rescinding and removing Williamson County's Lower Brushy Creek WCID funding conditions that (1) other municipalities within the Lower Brushy Creek WCID provide a minimum of \$25,000.00 for funding Lower Brushy Creek WCID operations in addition to Williamson County's funding of \$25,000.00; and (2.) that the Lower Brushy Creek WCID placement of a tax election on the November 2018 Ballot for funding operations and maintenance of the Lower Brushy Creek WCID within Williamson County, Texas; which were set in a motion and order under Item #2 of the of the Williamson County Commissioner Court Budget Modification Voting Session of August 22, 2017 relating to Williamson County's budgeting of \$25,000.00 to be paid to the Lower Brushy Creek WCID for funding operations during FY 2018.
55. Discuss, consider and take appropriate action on a line item transfer from Non- Departmental to Public Assistance.

#### Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Contingency	20,000.00
To	0100-0640-004999	Miscellaneous	20,000.00

56. Discuss, consider and take appropriate action on a Contract Between Williamson County, Texas and Dickey Museum & Multipurpose Center, Inc. in relation to the previously approved \$100,000 of funding from the Williamson County Community Recreation Facility Fund that is to be used to make repairs to the Dickey Museum & Multipurpose Center located in Taylor, Texas.
57. Discuss, consider and take any appropriate action to set a public hearing on April 10, 2018 at 10:00 AM in the Williamson County Commissioners Courtroom pursuant to Texas Local Government Code Chapter 392 regarding a resolution to declare a need for a regional housing authority that would include Williamson County due to a shortage of safe or sanitary housing in the county available to low-income persons at rents that they can afford and admitting Williamson County, Texas as a member of the Texas Housing Foundation, a Texas Regional Housing Authority.
58. Discuss, consider and take appropriate action on approving a salary of \$52,737.10 for position #0027, Chief Victim Advocate Coordinator, which is 29% above the bottom of the grade. The position is currently funded at \$52,737.10.

59. Discuss, consider and take appropriate action on an Interlocal Agreement between Williamson County Mobile Outreach Team and the City of Round Rock, Texas for the establishment of Mobile Outreach Team Services and Personnel at Round Rock Fire Stations.
60. Discuss, consider and take appropriate action regarding Philips Healthcare service agreement for Williamson County EMS.
61. Discuss, consider and take appropriate action on an Interlocal Cooperation Contract between Williamson County and Department of Public Safety for Crime Laboratory Services to not exceed \$221,949.94 and to expire on September 30, 2018.
62. Discuss, consider and take appropriate action on approving the creation of two (2) new positions in the Information Technology Services department, one (1) System Support Specialist II pay grade B.24 and one (1) IT Analyst I pay grade B.31, to provide IT services to the Williamson County and Cities Health District as stated in the Interlocal Agreement.
63. 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 revenues for Payment from Other Entities.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100-0000-333220	Pymt from Other Entities	\$82,871.84

64. 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 the Information Technology Services Department.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0503.001100	Salaries	\$51,699.70
	0100.0503.002010	FICA	\$3,955.03
	0100.0503.002020	Retirement	\$7,206.94
	0100.0503.002030	Insurance	\$8,946.00
	0100.0503.002050	Workers Comp	\$150.00
	0100.0503.005700	Vehicles>\$5000	\$27,043.00

65. Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through auction for the period of 2/8/2018 through 3/14/2018.
66. Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through inter-departmental transfer for the period of 2/8/2018 through 3/14/2018.
67. Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through destruction for the period of 2/8/2018 through 3/14/2018.

68. Discuss, consider and take appropriate on approving lease agreement between Auto-Chlor System and Williamson County for the lease of an AutoChlor AC44 Dishwasher with included supplies, service and chemicals to support the operations of the Williamson County Jail and authorizing execution of the agreement.
69. Discuss, consider, and take appropriate action on approving an agreement between Dunaway Associates, L.P. and Williamson County for Emergency Structural and Civil Karst Mitigation Services relating to Cave at Cambria Drive, Round Rock, Texas in the not-to-exceed amount of \$65,670, exempting this agreement from competitive requirements as per Texas Local Government Code Discretionary Exemption 262.024.(1), 262.024 (2) and 262.024 (3), and authorizing the execution of the agreement.
70. Discuss, consider, and take appropriate action on approving an increase of \$6,344.83 to the prior approved amount of \$101,143.68 for the purchase of gym equipment from Marathon Fitness for the new Sheriff's Office Training Facility, resulting in a total amount of \$107,488.51, pursuant to BuyBoard contract # 502-16.
71. Discuss, consider and take appropriate action on awarding RFP # 1712-207 Roof Reconstruction/Improvements for Jail to the highest scoring proposer L. Wallace Construction Co., Inc. and authorizing execution of the agreement.
72. Discuss, consider, and take appropriate action on authorizing the First Amended Contract for Fire Alarm Monitoring with SimplexGrinnell, updating exhibit A-5, and adding exhibits C1-C5, pursuant to TX-MAS-5-03FACO10, with pricing as shown on Exhibits A-5 and C1-C5.
73. Discuss, consider, and take appropriate action on approving the purchase of software licenses per quote # 14893403 between SHI International and Williamson County in the amount of \$59,488.00 pursuant to DIR contract # DIR-SDD-2503 to support the operations of Williamson County EMS.
74. Discuss, consider, and take appropriate action on authorizing the extension of Lime Slurry contract 1602-054, for the same pricing, terms and conditions as the existing contract for the term of April 12, 2018 - April 11, 2019.
75. Discuss, consider, and take appropriate action on authorizing the Commission on Accreditation for Law Enforcement Agencies (CALEA) Accreditation Agreement and associated CALEA Publications Subscription and Access Agreement for a single payment amount of \$16125 to cover Williamson County Sheriff's Office assessment and compliance to applicable standards in order to receive designation as accredited.
76. Discuss, consider and take appropriate action on approving the use of the Mitchell 1 order form with order terms for Repair-Connect, for a twelve month term for a total amount of \$660 in support of the Fleet Department.
77. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for County Road 200 at Bold Sundown under IFB # 1802-217.
78. Discuss, consider and take appropriate action on approving Supplemental Agreement No. 10 between Williamson County and BLDG, Inc for additional services in relation to the North Campus Project in the amount of \$51,835.52 and authorizing execution of the agreement.

## 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)."***

79. 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 North Woods Road District.
  - c) Project Amazon
  - d) Wolf Lakes
80. 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
- 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: CR 101
  - e) Discuss the acquisition of real property: CR 200
  - f) Discuss the acquisition of real property for CR 278 at Bagdad Rd.
  - g) Discuss the acquisition of real property for SH 29 LTP.
  - h) Discuss the acquisition of real property for County Facilities.
  - i) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.
  - j) Discuss the acquisition of real property and easements from San Gabriel River Ranch Subdivision.
  - k) Discuss the acquisition of real property for CR 278 @ Bagdad Rd.
  - l) Discuss the acquisition of real property for Seward Junction SE Loop.
  - m) Discuss the acquisition of real property for SH 29 @ DB Wood.
  - n) Discuss the acquisition of real property for Hairy Man Rd.
  - o) Discuss the acquisition of real property for SW Bypass.
  - p) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
  - q) Discuss Cedar Hollow low water crossings and Lost River.
- B. Property or Real Estate owned by Williamson County
- 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 wastewater easements in Berry Springs Park
  - c) Discuss sale of County property on Ronald Reagan Blvd.
  - d) Discuss possible sale of +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility
  - e) Potential governmental uses for 8th Street downtown parking lot
- C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.
- D. Discuss the possible placement of agricultural-related monuments at the Williamson County Exposition Center with the participation of third parties.
- E. Discuss the San Gabriel River trail easements.

- 81.** 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) Employee/personnel related matters
  - d) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
  - e) Cause No. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
  - f) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
  - g) Appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and Payment of Disputed Employment Taxes Pending Appeal
  - h) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
  - i) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
  - j) Berry Springs Park and Preserve pipeline
  - k) Case No. 1:17-cv-00290, Rodney A. Hurdsman v. Williamson County Sheriff Deputies Pokluda et al, In The United States District Court For The Western District of Texas – Austin Division.
  - l) Civil Action No. 1:17-cv-153-SS, Royce Belcher v. Williamson County, Texas, In The United States District Court for the Western District of Texas, Austin Division.
  - m) Williamson County Sheriff's Office Training Center construction issues.
  - n) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
  - o) LCRA TSC Leander-Round Rock 138-Kv Transmission Line Project within the Public Right-Of-Way (Row) of New Hope Road, Ronald Reagan Boulevard, and Hero Way
  - p) Employment law claims of Michelle Williams, Andrenia McGowen and/or Raphaela Johnson.
  - q) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
  - r) Civil Action No. 1:17-cv-01113-LY, Tettus Davis v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
  - s) Farm and Grazing Lease with Mary Brett Covington dated effective March 29, 2016 on county land near County Road 131
  - t) Amendment to Interlocal Lease Agreement between Williamson County and City of Georgetown relating to Williamson County's property located near Martin Luther King Boulevard and 8th Streets in Georgetown, Texas
  - u) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
  - v) Intergovernmental Services Agreement with ICE and Agreement with CoreCivic, Inc. relating to the T. Don Hutto Facility.
- 82.** 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).
- 83.** 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)

- 84.** Discuss and take appropriate action concerning economic development.
- 85.** Discuss and take appropriate action concerning real estate.

86. 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;
  - cd) Employee/personnel related matters
  - d) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
  - e) Cause No. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
  - f) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
  - g) 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
  - h) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
  - i) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
  - j) Berry Springs Park and Preserve pipeline
  - k) Case No. 1:17-cv-00290, Rodney A. Hurdsman v. Williamson County Sheriff Deputies Pokluda et al, In The Unites States District Court For The Western District of Texas – Austin Division.
  - l) Civil Action No. 1:17-cv-153-SS, Royce Belcher v. Williamson County, Texas, In The United States District Court for the Western District of Texas, Austin Division.
  - m) Williamson County Sheriff's Office Training Center construction issues.
  - n) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
  - o) LCRA TSC Leander-Round Rock 138-Kv Transmission Line Project within the Public Right-Of-Way (Row) of New Hope Road, Ronald Reagan Boulevard, and Hero Way
  - p) Employment law claims of Michelle Williams, Andrenia McGowen and/or Raphaela Johnson.
  - q) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
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  - t) Amendment to Interlocal Lease Agreement between Williamson County and City of Georgetown relating to Williamson County's property located near Martin Luther King Boulevard and 8th Streets in Georgetown, Texas
  - u) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
  - v) Intergovernmental Services Agreement with ICE and Agreement with CoreCivic, Inc. relating to the T. Don Hutto Facility.
87. 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.
88. Comments from Commissioners.

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 \_\_\_\_\_, 2018 at \_\_\_\_\_ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

**Commissioners Court - Regular Session****5.****Meeting Date:** 03/20/2018

Line Item transfer for County Clerk copiers

**Submitted By:** Nancy Rister, County Clerk**Department:** County Clerk**Agenda Category:** Consent

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**Information****Agenda Item**

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

**Background**

All Canon copiers we currently have expired contracts. Canon is starting to charge for toner. Terminating them and getting Kyocera machines for cheaper price including maintenance and toner. Line item transfer is needed so we can get purchase orders in place and the new Kyocera machines before we let the Canons leave the building.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0403.004350	Printed Materials and Binding	863.00
To	0100.0403.004621	Copier Rental & Supplies	863.00

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**Attachments**Kyocera Copiers 403

---

**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Nancy Rister

Final Approval Date: 03/08/2018

**Reviewed By**

Wendy Coco

Ashlie Koenig

**Date**

03/08/2018 06:38 PM

03/08/2018 07:19 PM

Started On: 03/07/2018 04:19 PM



**Texas DIR TSO 3092 contract**  
**Kyocera M3550idn**  
 52 Pages Per Minute MFP

**Vitals**

Kyocera M3550idn Digital Imaging System Configuration	MSRP	DIR Price	Monthly Copies Included		48 Month FMV Lease	60 Month FMV Lease
Kyocera M3550idn 52 pages per minute	\$ 4,700	\$2,147	5,000		\$90.92	\$78.47
<b>Includes:</b> Stand, 2paper trays, Doc Feeder, Data Security Kit, Stand and Surge Protector 5,000 black copies included each month.						
<b>Comprehensive Service and Supplies to include Parts, Labor and supplies, normal business hours per DIR contract.</b>						
Black Images over monthly minimum					\$0.0066	
Color images over minimum					NA	

x5=  
392.35



**Texas DIR TSO 3092 contract**  
**Kyocera 3011i**  
 30 Pages Per Minute MFP

**Research**

Kyocera 3011i Digital Imaging System Configuration	MSRP	DIR Price	Monthly Copies Included		48 Month FMV Lease	60 Month FMV Lease
Kyocera 3011i 30 pages per minute	\$ 9,359.00	\$ 3,555.57	2,500		\$114.66	\$94.06
<b>Includes:</b> Doc Feeder, Data Security Kit, Paper Feed Unit with 4 total trays and Surge Protector 2,500 black copies included each month.						
<b>Comprehensive Service and Supplies to include Parts, Labor and supplies, normal business hours per DIR contract.</b>						
Black Images over monthly minimum						\$0.0075
Color images over minimum						NA

x5 =  
470.30

**Commissioners Court - Regular Session****6.****Meeting Date:** 03/20/2018

Line Item transfer for County Clerk copiers

**Submitted For:** Nancy Rister**Submitted By:** Nancy Rister, County Clerk**Department:** County Clerk**Agenda Category:** Consent

---

**Information****Agenda Item**

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

**Background**

All Canon copiers we currently use, have expired contracts. Canon is starting to charge for toner. Terminating them and getting Kyocera machines for cheaper leasing including maintenance and toner. Line item transfer is needed so we can get the purchase orders in place and the new Kyocera machines in place before we let the Canons leave the building.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0404.004350	Printed Materials & Bindings	1215.00
To	0100.0404.004621	Copier Rental & Supplies	1215.00

---

**Attachments**Kyocera copier 404

---

**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Nancy Rister

Final Approval Date: 03/08/2018

**Reviewed By**

Wendy Coco

Ashlie Koenig

**Date**

03/08/2018 06:38 PM

03/08/2018 07:21 PM

Started On: 03/07/2018 04:39 PM



**Texas DIR TSO 3092 contract**

**Kyocera 5002i**

50 Pages Per Minute MFP

**Criminal**

Kyocera 5002i Digital Imaging System Configuration	MSRP	DIR Price	Monthly Copies Included	36 Month FMV Lease	48 Month FMV Lease	60 Month FMV Lease
Kyocera 5002i 50 pages per minute	\$11,936.00	\$4,291.41	8,000	\$187.69	\$171.76	\$146.89
<i>Includes:</i> Stand, 2 paper trays, Doc Feeder, Data Security Kit, Surge Protector 8,000 black copies included each month.						
Comprehensive Service and Supplies to include Parts, Labor and supplies, normal business hours per DIR contract.						
Black Images over monthly minimum						\$ 0.007
Color images over minimum						NA

*X5 = 938.45*



**Texas DIR TSO 3092 contract**  
**Kyocera M3550idn**  
 52 Pages Per Minute MFP

**Civil**

Kyocera M3550idn Digital Imaging System Configuration	MSRP	DIR Price	Monthly Copies Included		48 Month FMV Lease	60 Month FMV Lease
Kyocera M3550idn 52 pages per minute	\$ 4,700	\$2,147	1,500		\$67.82	\$55.37
Includes: Stand, 2 paper trays, Doc Feeder, Data Security Kit, Stand and Surge Protector 1,500 black copies included each month.						
Comprehensive Service and Supplies to include Parts, Labor and supplies, normal business hours per DIR contract.						
Black Images over monthly minimum						\$0.0066
Color images over minimum						NA

x5 =  
276.85

**Commissioners Court - Regular Session****7.****Meeting Date:** 03/20/2018

WCEMS LIT for Radios

**Submitted By:** Michael Knipstein, EMS**Department:** EMS**Agenda Category:** Consent

---

**Information****Agenda Item**

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

**Background**

Line item transfer request of previously approved funds to the appropriate line item. Purchase of radios for new EMS station in Cedar Park.

---

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
From	0100-0540-003003	RADIO EQUIPMENT < \$5,000	\$26,181.33
To	0100-0540-005730	RADIO EQUIPMENT > \$5,000	\$26,181.33

---

**Attachments***No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Michael Knipstein

Final Approval Date: 03/08/2018

**Reviewed By**

Wendy Coco

Ashlie Koenig

**Date**

03/08/2018 06:38 PM

03/08/2018 07:21 PM

Started On: 03/08/2018 07:04 AM

**Commissioners Court - Regular Session****8.****Meeting Date:** 03/20/2018

Line item transfer for the Tax Assessor Collector

**Submitted For:** Larry Gaddes**Submitted By:** Judy Kocian, County Tax Assessor  
Collector**Department:** County Tax Assessor Collector**Agenda Category:** Consent

---

**Information****Agenda Item**

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

**Background**

Requesting a line item transfer in the amount of \$1850.00 from line item 003005 Office Furniture to line item 004621 Copier Rental and Supplies. Canon copiers lease for the annex office expires on April 16, 2018 and will be replaced with a new Sharp copier lease agreement (May 1st through September 30th). There is not enough funds in this line item to accommodate the purchase order for the new lease agreement since the old purchase order cannot be closed and funds released until the end of the lease agreement.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0499-003005	Office Furniture	\$1850.00
To	0100-0499-004621	Copier rental & supplies	\$1850.00

---

**Attachments***No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Judy Kocian

Final Approval Date: 03/08/2018

**Reviewed By**

Wendy Coco

Ashlie Koenig

**Date**

03/08/2018 06:38 PM

03/08/2018 07:22 PM

Started On: 03/08/2018 09:27 AM

**Commissioners Court - Regular Session****9.****Meeting Date:** 03/20/2018

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 County Sheriff.

**Background**

Transferring funds to purchase carpet for an office and purchase barrier wall panels to modify office area at HQ for confidentiality purposes.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0560.003100	Office Supplies	\$2,600.00
To	0100.0560.004510	Facility Maintenance	\$2,600.00

---

**Attachments***No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Starla Hall

Final Approval Date: 03/08/2018

**Reviewed By**

Wendy Coco

Ashlie Koenig

**Date**

03/08/2018 06:38 PM

03/08/2018 07:22 PM

Started On: 03/08/2018 01:49 PM

**Commissioners Court - Regular Session****10.****Meeting Date:** 03/20/2018

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 County Sheriff.

**Background**

Transferring funds to cover unanticipated expenses incurred to travel for follow up investigations of cases.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0560.003900	Membership Dues	\$2,500.00
To	0100.0560.004231	Travel	\$2,500.00

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**Attachments***No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Starla Hall

Final Approval Date: 03/08/2018

**Reviewed By**

Wendy Coco

Ashlie Koenig

**Date**

03/08/2018 06:38 PM

03/08/2018 07:23 PM

Started On: 03/08/2018 02:08 PM

**Commissioners Court - Regular Session****11.****Meeting Date:** 03/20/2018

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**

In 2020 R22 freon will no longer be available for some of the County's older HVAC units. Unfortunately there is no retrofit or workaround and units will need to be replaced. One of these older units is currently located at 508 Rock St (Jail/Sheriff Admin). If we replace the unit now we will save approximately \$20-\$30K since we are already replacing a roof and have a crane on site as well as roofers. If we wait until later, we would need to rent a crane again as well as have roofers make modifications to the roof to accommodate the new HVAC unit.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	\$80,000
To	0100-0509-005300	Facilities/Improvements >\$5K	\$80,000

---

**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 03/14/2018

**Reviewed By**

Rebecca Clemons

**Date**

03/14/2018 09:36 AM

Started On: 03/13/2018 09:56 AM

**Commissioners Court - Regular Session****12.****Meeting Date:** 03/20/2018

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**

In 2020 R22 freon will no longer be available for some of the County's older HVAC units. Unfortunately there is no retrofit or workaround and units will need to be replaced. One of these older units is currently located at the InnerLoop Annex and is 15 years old. We have been working to phase in new units but still have a total of 5 units needing to be replaced prior to 2020. Total cost is approximately \$1.12M to replace the remaining units. Replacement units will be much more efficient and are projected to pay for themselves by about the halfway point of the unit's useful life. Immediate savings will be realized on R22 as the cost continues to rise due to the phase out deadlines and availability of dwindling stock of refrigerant. In the FY 18 budget we set aside approximately \$700K to possibly be used to fund any findings during our salary survey. Since these findings will be recommended in conjunction with the FY19 budget, funds will not be used this year and will go back into the reserve. Our office saw this as an opportunity to potentially fund some one time projects and wanted to bring this to the Court's attention for consideration.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	\$475,000
To	0100-0509-005300	Facilities/Improvements	\$475,000

---

**Attachments***No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 03/14/2018

**Reviewed By**

Rebecca Clemons

**Date**

03/14/2018 09:36 AM

Started On: 03/13/2018 10:07 AM

**Commissioners Court - Regular Session****13.****Meeting Date:** 03/20/2018

Line Item Transfer Wireless Communications

**Submitted By:** Catherine Roberts, Radio  
Communication System**Department:** Radio Communication System**Agenda Category:** Consent

---

**Information****Agenda Item**

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

**Background**

North Campus furnishings for 2 offices & conference area D111/ D113/ & D107 final quote from vendor reflected a price difference. Credenza for conference room area was not included in the common area purchased furnishings, which accounts for (\$1816.20) of the requested funds being transferred. The final difference (\$824.30) reflects price change in the original anticipated furnishings for (2) offices.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
FROM	0100.0587.004100	Professional Services	2640.50
TO	0100.0587.003005	OFFICE FURNITURE	2640.50

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**Attachments***No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Catherine Roberts

Final Approval Date: 03/16/2018

**Reviewed By**

Wendy Coco

Wendy Coco

**Date**

03/15/2018 11:35 AM

03/16/2018 01:52 PM

Started On: 03/15/2018 11:09 AM

**Commissioners Court - Regular Session****14.****Meeting Date:** 03/20/2018

Compensation Items

**Submitted For:** Tara Raymore**Submitted By:** Kristy Sutton, Human Resources**Department:** Human Resources**Agenda Category:** Consent

---

**Information****Agenda Item**

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

**Background**

See attached documentation for details.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**[Merit LIT 03.20.18](#)[Merit Details 03.20.18](#)[Comp Item](#)

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**Form Review****Inbox**

Human Resources (Originator)  
County Judge Exec Asst.  
Form Started By: Kristy Sutton  
Final Approval Date: 03/15/2018

**Reviewed By**

Tara Raymore  
Wendy Coco

**Date**

03/15/2018 11:22 AM  
03/15/2018 11:35 AM  
Started On: 03/14/2018 03:53 PM

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0581	001100	4650.22	
01	0100	0581	002010	355.74	
01	0100	0581	002020	648.24	
01	0100	8004	001130		4650.22
01	0100	8004	002010		355.74
01	0100	8004	002020		648.24
01	0100	0475	001100	3759.34	
01	0100	0475	001130		3759.34
01	0100	0495	001100	414.04	
01	0100	0495	001130		414.04
01	0100	0440	001100	860.60	
01	0100	0440	001130		860.60
01	0100	0576	001100	4203.29	
01	0100	0576	001130		4203.29
01	0100	0477	001100	12960.49	
01	0100	0477	001130		12960.49
01	0100	0476	001100	3517.51	
01	0100	0476	001130		3517.51
01	0882	0882	001100	2600.00	
01	0882	0882	001130		2600.00

Department	Position	Emp ID Num	Current Annual Salary	Annual Merit Amt	Merit %	New Annual Salary	One Time Lumpsum Merit	Pay Proposal Reason	Effective Date of Change
911 Communications	Office Admin 911.0164.001100	13795	\$40,333.53	\$2,016.68	5.00	\$42,350.21		MERIT	4/6/2018
911 Communications	Deputy Director.0167.001100	2493	\$87,786.66	\$2,633.54	3.00	\$90,420.20		MERIT	3/22/2018
County Attorney	CA Criminal Prosecutor II.0037.001100.	14456	\$64,373.14	\$1,931.28	3.00	\$66,304.42		MERIT	2/23/2018
County Attorney	CA Intake Prosecutor.1633.001100	14475	\$60,933.08	\$1,828.06	3.00	\$62,761.14		MERIT	3/9/2018
County Auditor	Accounts Payable Auditor.1750.001100.	13318	\$41,404.94	\$414.04	1.00	\$41,818.98		MERIT	3/9/2018
District Attorney	DA Trial Division Chief.0071.001100	14087	\$112,001.76	\$860.60	0.77	\$112,862.36		MERIT	3/9/2018
Juvenile Services	Juv Detn Officer.1111.001100	14199	\$36,175.82	\$1,447.03	4.00	\$37,622.85		MERIT	3/23/2018
Juvenile Services	Juv Supervision Offcr.1740.001100	14358	\$34,453.16	\$1,378.13	4.00	\$35,831.29		MERIT	3/23/2018
Juvenile Services	Juv Detn Officer.1128.001100	14357	\$34,453.16	\$1,378.13	4.00	\$35,831.29		MERIT	3/23/2018
Magistrate Office	Associate Judge I.1792.001100	2271	\$81,472.04	\$4,073.68	5.00	\$85,545.72		MERIT	3/9/2018
Magistrate Office	Associate Judge I.1668.001100	14269	\$81,472.04	\$4,073.68	5.00	\$85,545.72		MERIT	3/9/2018
Magistrate Office	Indigent Defense Spec.0182.001100	13851	\$37,079.16	\$1,853.96	5.00	\$38,933.13		MERIT	3/9/2018
Magistrate Office	Office Specialist.0189.001100	10094	\$44,921.14	\$1,191.67	5.00	\$46,112.81	\$1,054.37	MERIT	3/9/2018
Magistrate Office	Admin Specialist.0181.001100	13853	\$35,350.04	\$1,767.50	5.00	\$37,117.54		MERIT	3/9/2018
Personal Bond Office	Admin Specialist.1212.001100	14478	\$34,999.99	\$1,750.01	5.00	\$36,750.00		MERIT	3/23/2018
Personal Bond Office	Admin Specialist.1211.001100	14366	\$35,350.04	\$1,767.50	5.00	\$37,117.54		MERIT	3/9/2018
Fleet Services	Inventory Manager I.0087.001100	3013	\$56,239.82	\$0.00	4.62	\$56,239.82	\$2,600.00	MERIT	3/9/2018

Department	PCN	EE ID	Budget Amount	*Requested Amount	Change Amount	% Change	Reason for Change	Earliest Oracle Effective Date
Corrections	0541	Vacant	\$42,518.00	NA	NA	NA	Title and Grade change: Corr Ofcr Com (C2.5) to Cadet (C1.3)	3/16/2018
Corrections	0565	Vacant	\$43,474.60	NA	NA	NA	Title and Grade change: Corr Ofcr Com (C2.6) to Cadet (C1.3)	3/16/2018
Corrections	0560	Vacant	\$39,772.49	NA	NA	NA	Title and Grade change: Corr Ofcr Com (C2.2) to Cadet (C1.2)	3/16/2018
Corrections	0545	Vacant	\$45,452.94	NA	NA	NA	Title and Grade change: Corr Ofcr Com (C2.8) to Cadet (C1.5)	3/16/2018
Corrections	0536	Vacant	\$48,590.62	NA	NA	NA	Title and Grade change: Corr Ofcr Com (C2.11) to Cadet (C1.6)	3/16/2018
Corrections	0537	Vacant	\$54,308.80	NA	NA	NA	Title and Grade change: Corr Ofcr Com (C2.16) to Cadet (C1.6)	3/16/2018
Corrections	0553	Vacant	\$46,475.78	NA	NA	NA	Title and Grade change: Corr Ofcr Com (C2.9) to Cadet (C1.5)	3/16/2018
Corrections	0554	Vacant	\$39,772.49	NA	NA	NA	Title and Grade change: Corr Ofcr Com (C2.2) to Cadet (C1.2)	3/16/2018
Corrections	0566	Vacant	\$46,475.78	NA	NA	NA	Title and Grade change: Corr Ofcr Com (C2.9) to Cadet (C1.5)	3/16/2018
Corrections	0548	Vacant	\$39,772.49	NA	NA	NA	Title and Grade change: Corr Ofcr Com (C2.2) to Cadet (C1.1)	3/16/2018
Human Resources	0009	Vacant	\$59,645.73	NA	NA	NA	Title & Grade change: Benefits Analyst (B.25) to Sr Benefits Specialist (B.23)	3/9/2018
Justice of the Peace 4	1014	05566	\$39,492.79	NA	NA	NA	Title and Grade change: Ct Clk 3 JP 4 (B.18) to Civil Court Administrator (B.20)	3/23/2018
Sheriff's Office	1381	Vacant	\$91,868.40	\$79,977.04	-\$11,891.36	-12.94%	Decrease vacant position surplus salary to accommodate internal transfer tenure	3/9/2018
Sheriff's Office	1356	Vacant	\$68,897.86	\$67,576.54	-\$1,321.32	-1.92%	Decrease vacant position surplus salary to accommodate internal transfer tenure	3/9/2018
Sheriff's Office	1244	Vacant	\$88,863.58	\$102,076.26	\$13,212.68	14.87%	Increase vacant position salary from PCN 1381 and PCN 1356 to accommodate internal transfer tenure	3/9/2018

\*Amount may vary slightly due to Oracle rounding

**Commissioners Court - Regular Session****15.****Meeting Date:** 03/20/2018

Asset Auction 3/20/2018

**Submitted By:** Jayme Jasso, Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including Radio Equipment and Radios, Technology Equipment, and (1) 2005 CTS HRD32 End Dump Trailer, pursuant to Tx. Local Gov't Code 263.152.

**Background**

Please see attached lists for details.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**[Asset Auction 1](#)[Asset Auction 2](#)[Vehicles 1](#)[Asset Auction 3](#)

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**Form Review****Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Jayme Jasso  
Final Approval Date: 03/15/2018

**Reviewed By**

Randy Barker  
Wendy Coco

**Date**

03/15/2018 09:35 AM  
03/15/2018 09:59 AM  
Started On: 03/13/2018 10:36 AM

# 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 entlty / civil or charitable organization in the county at fair market value

### Asset List:

Quantity	Description (year, make, model, etc.)	A#	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	HP PRINTER - PTR 61	40292	HPA010700		Working <input type="checkbox"/>
1	BROTHER TYPEWRITER	---	K0K 100029		Working <input type="checkbox"/>
1	EPSON SCANNER - DESK TOP	---	283114025		Working <input type="checkbox"/>
1	DELL TOWER - OPTIPLEX 790	57307	61DHVR1		Working <input type="checkbox"/>
1	DELL TOWER - OPTIPLEX 790	57305	61CLVR1		Working <input type="checkbox"/>

### Parties involved:

FROM (Transferor Department): CONSTABLE PCT. 3

Transferor - Elected Official/Department Head/  
Authorized Staff:

THERESA LOCK

Print Name

Signature

Contact Person:

THERESA LOCK

Print Name

943-1436

Date 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.)

Contact Person: RECEIVED

Print Name

Print Name

MAR - 5 2018

Signature

Date Phone Number

AUDITOR'S OFFICE  
WILLIAMSON COUNTY, TEXAS

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

## Forward to County Auditor's Office

This Change Status was approved as agenda Item # \_\_\_\_\_ in Commissioner's Court on \_\_\_\_\_

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

# 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.)	A #	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell Latitude Laptop D630	46802	3K7YFG1	C01938	Working
<del>1</del>	<del>Dell AC Adapter PA-1500-000</del>	<del>—</del>	<del>ON 00T945-71045-LAT-0001</del>		Working
<del>1</del>	<del>Dell Laptop Canvas Bag</del>	<del>—</del>			Working

**Parties involved:**

FROM (Transferor Department): County Court at Law Number One

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

Suzanne Brooks

Print Name



Signature

March 6, 2018

Date

**Contact Person:**

Terry Barrick

Print Name

+1 (512) 943-1201

Phone Number

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

RECEIVED

Print Name

Print Name

Signature

Date

Phone Number

MAR - 6 2018

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

Print Form

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

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

### Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell Latitude D830 <i>45413</i>	7KLD3F1	C01736	Working
1	Dell Latitude D630 <i>47189</i>	120T5H1		Working
1	Microsoft Surface Pro Model 1631 <i>119304</i>	010073345353	WC00122	Working

### Parties involved:

FROM (Transferor Department): Technology Services

Transferor - Elected Official/Department Head/  
Authorized Staff:

Contact Person:

Tammy McCulley

Tammy McCulley

Print Name

Print Name

*Tammy McCulley*

March 7, 2018

+1 (512) 943-1455

Signature

Date 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.)

Contact Person:

Tony Hill

Tony Hill

Print Name

Print Name

Signature

Date Phone Number

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MAR - 9 2018

AUDITOR'S OFFICE  
WILLIAMSON COUNTY, TEXAS

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

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# Williamson County

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Print Form

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

### Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
10	OPTIPLEX 7010 80137, 80139, 80136, 80133, 80177, 80170, 80134, 80135, 80138, 80132	C5NXH02, C5P1J02, C5Q1J02, C5R2J02, JWS5H02	AS JWS5	H02
2	PRECISION T1700 77254, 77253	FTX6DZ1, FTX7DZ1		
1	LATITUDE E6540 153368	HXHV72		
1	INSPIRON 17R5737	JLGP21		

### Parties involved:

FROM (Transferor Department): URS

Transferor - Elected Official/Department Head/  
Authorized Staff:

Contact Person:

Print Name

Print Name

Signature

Date Phone Number

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

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

Contact Person: MAR 12 2018

Print Name

TONY HILL

Print Name

AUDITOR'S OFFICE  
WILLIAMSON COUNTY, TEXAS

Signature

Date Phone Number

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

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

Quantity	Description (year, make, model, etc.)	A#	Manufacturer ID # (serial, service tag, or VIN)	County Tag#	Condition of Assets (working, non- working, unk)
1	Optiplex 760 Computer	53280	AS GCKHK1 GCKHK1	2620	working
1	Optiplex 780 Computer	56001	DB5GDP1	?	working
1	Optiplex 780 Computer	53253	8NDRHK1	2650	working
1	Optiplex 780 Computer	55992	DB8HDP1	3015	working
1	Optiplex 780 Computer	55998	DB5JDP1	3018	working
1	Optiplex 780 Computer	56003	DB4HDP1	3019	working
1	Optiplex 780 Computer	56014	DB6JDP1	3020	working
1	Optiplex 780 Computer	56013	DB8FDP1	3021	working
1	Optiplex 780 Computer	56006	DB6HDP1	3022	working
1	Optiplex 780 Computer	56010	DB4JDP1	3029	working
1	Optiplex 780 Computer	55987	AS DB8GDP1 DBPGDP1	3035	working
1	Optiplex 790 Computer	58078	AS COPSKS1 COPSKS1	3176?	working
1	Optiplex 790 Computer	58072	AS CONZKS1 CONZKS1	3177	working
1	Optiplex 790 Computer	58077	AS COPRKS1 COPRKS1	3178	working
1	Optiplex 790 Computer	58081	AS COPWKS1 COPWKS1	3179	working
1	Optiplex 790 Computer	58079	AS COPTKS1 COPTKS1	3180	working
1	Optiplex 790 Computer	58083	AS CONXKS1 CONXKS1	3181	working
1	Optiplex 790 Computer	58082	AS COPXKS1 COPXKS1	3182	working
1	Optiplex 790 Computer	58085	AS COPQKS1 COPQKS1	3183	working
1	Optiplex 790 Computer	58074	AS COPILS1 COPILS1	3184	working
1	Optiplex 790 Computer	58084	AS COPYKS1 COPYKS1	3192	working
1	Optiplex 790 Computer	58080	AS COPVKS1 COPVKS1	3195	working
1	Optiplex 790 Computer	58076	AS CONWKS1 CONWKS1	?	working
<del>23</del>	<del>Computer Monitors</del>	<del>—</del>	RECEIVED		working
<del>22</del>	<del>Computer Mouse</del>	<del>—</del>			working
<del>40</del>	<del>Keyboards</del>	<del>—</del>	MAR - 5 2018		working
<del>12</del>	<del>Earplugs</del>	<del>—</del>			working

ALL INSIGNIAS HAVE BEEN REMOVED - NOT SUITABLE FOR REISSUE

Quantity	Description (year, make, model, etc.)	A-#	Manufacturer ID # (serial, service tag, or VIN)	County Tag#	Condition of Assets (working, non- working, unk)
31 ✓	511 Pants	—			
15 ✓	511 Pants	—			
12 ✓	511 Pants	—			
41 ✓	511 Pants	—			
13 ✓	Windbreakers	—			
20 ✓	511 Pants	—			
15	S/S Tactical Shirts	—			
23 ✓	511 Pants	—			
43 ✓	511 Pants	—			
16 ✓	511 Pants	—			
45 ✓	pieces of Duty Gear	—			
1 ✓	Laminator	—	AK 179300		
3 ✓	Back-up UPS	—			
1 ✓	Brother Intellifax 2920	—	U61326G1N891166		
1 ✓	Camera tripod	—			
2 ✓	Phones w/red dot	—			
21 ✓	Canon printer cartridges	—			
1 ✓	stapler	—			
18 ✓	mini DVD's	—			
1 ✓	camcorder battery	—			
1 ✓	Shakedown mirror	—			
6	Keyboards ✓	—			
2	mice ✓	—			
1	cart ✓	—			
1	Dell Optiplex 760 Computer	53258	Ser tag#8NCVHK1 S/N 00186 038 232	CO#2644	
1	Dell Optiplex 760 Computer	53254	004	CO#2632	S/N 8NDPHK1

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MAR - 5 2018

AUDITOR'S OFFICE  
WILLIAMSON COUNTY, TEXAS

[illegible]

ALL INSIGNIAS HAVE BEEN REMOVED - NOT SUITABLE FOR REISSUE

# Williamson County

## Asset Status Change Form

Print Form

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

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

**Asset List:**

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
	Single Site Analog 800 5 Channel Quantar setup with Cabling	See Attached on spreadsheet		Working
	& UPS			

**Parties involved:****FROM** (Transferor Department): Williamson County Wireless Communications
**Transferor - Elected Official/Department Head/  
Authorized Staff:**

Catherine L. Roberts

Print Name

Signature

**Contact Person:**

Catherine L. Roberts

Print Name

+1 (512) 943-3575

Phone Number

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MAR - 9 2018

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

**Contact Person:**

Print Name

Phone Number

 AUDITOR'S OFFICE  
 WILLIAMSON COUNTY, TEXAS

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## Forward to County Auditor's Office

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

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

C.W.I.C.S.

Site	Make	Description	Serial Number	Model Number
Cedar Park Site	Quantar	Channel 5	225CAX0326	T5365A
Cedar Park Site	Quantar	Channel 6	225CAX0327	T5365A
Cedar Park Site	Quantar	Channel 7	225CAX0328	T5365A
Cedar Park Site	Quantar	Channel 8	225CAX0329	T5365A
Cedar Park Site	Quantar	Channel 9	225CAX0330	T5365A
Cedar Park Site	Quantar	Channel 10	225CAX0331	T5365A
Cedar Park Site	Quantar	Channel 11	225CAX0332	T5365A
Cedar Park Site	Quantar	Channel 12	225CAX0333	T5365A
Cedar Park Site	Quantar	Channel 13	225CAX0334	T5365A
Cedar Park Site	Quantar	Channel 14	225CAX0335	T5365A
Cedar Park Site	Quantar	Channel 15	225CAX0336	T5365A
Cedar Park Site	Quantar	Channel 1	225CAX0337	T5365A
Cedar Park Site	Quantar	Channel 2	225CAX0338	T5365A
Cedar Park Site	Quantar	Channel 3	225CAX0339	T5365A
Cedar Park Site	Quantar	Channel 4	225CAX0340	T5365A
Cedar Park Site	Remote Site Controller	Remote Site Controller (Wilco Sys)	277CAZ0006	T5293A
Cedar Park Site	Central Site Controller	Central Site Controller (CP Sys)	?	?
Cedar Park Site	Celwave	Combiner 2	113900-002	W1JD861-10571F
Cedar Park Site	Celwave	Combiner 1	113900-001	W1JD861-10571F
Cedar Park Site	MFTS	EFRATOM GPS	00510633	MFTS
Cedar Park Site	Best Power UPS	UPS System	CP-CWICS UPS	Unity I
Cedar Park Site	Back-up System	Best Power UPS	CP-CPPD UPS	FE18KVA
Cedar Park Site	Back-up System	Channel 1 Quantar	225CAV0476	T5365A
Cedar Park Site	Back-up System	Channel 2 Quantar	225CAV0477	T5365A
Cedar Park Site	Back-up System	Channel 3 Quantar	225CAV0478	T5365A
Cedar Park Site	Back-up System	Channel 4 Quantar	225CAV0479	T5365A
Cedar Park Site	Back-up System	Channel 5 Quantar	225CAV0480	T5365A
Cedar Park Site	Back-up System	Celwave Combiner	108150-001	W1JD860-5S
Cedar Park Site	MOSCAD Shelf (CP SYS)	RTUs	?	?
Cedar Park Site	MOSCAD Shelf (Wilco SYS)	RTUs	?	?
Liberty Hill Site	Remote Site Controller	Remote Site Controller	277CAZ0007	T5293A
Liberty Hill Site	Best Power UPS	FE Series	FE18K04202	FE18KVA
Liberty Hill Site	Celwave	Combiner 1	113902-001	W1J0861-10571F
Liberty Hill Site	Celwave	Combiner 2	113902-002	W1J0861-10571F
Liberty Hill Site	MFTS	EFRATOM GPS	00510632	MFTS
Liberty Hill Site	Quantar	Channel 1	225CAZ0031	T5365A
Liberty Hill Site	Quantar	Channel 2	225CAZ0032	T5365A
Liberty Hill Site	Quantar	Channel 3	225CAZ0033	T5365A
Liberty Hill Site	Quantar	Channel 4	225CAZ0034	T5365A
Liberty Hill Site	Quantar	Channel 5	225CAZ0035	T5365A
Liberty Hill Site	Quantar	Channel 6	225CAZ0036	T5365A
Liberty Hill Site	Quantar	Channel 7	225CAZ0037	T5365A
Liberty Hill Site	Quantar	Channel 8	225CAZ0038	T5365A
Liberty Hill Site	Quantar	Channel 9	225CAZ0039	T5365A
Liberty Hill Site	Quantar	Channel 10	225CAZ0040	T5365A
Liberty Hill Site	Quantar	Channel 11	225CAZ0041	T5365A
Liberty Hill Site	Quantar	Channel 12	225CAZ0042	T5365A
Liberty Hill Site	Quantar	Channel 13	225CAZ0043	T5365A
Liberty Hill Site	Quantar	Channel 14	225CAZ0044	T5365A
Liberty Hill Site	Quantar	Channel 15	225CAZ0045	T5365A
Liberty Hill Site	Orga Aviation Lighting	Tower Light Controller	A0137	CIP200.S
Liberty Hill Site	MOSCAD Shelf	RTUs	?	?
Prime Site	Central Site Controller	Central Site Controller B	277CAZ0003	T5272A

C.W.I.C.S.

Site	Make	Description	Serial Number	Model Number
Prime Site	Central Site Controller	Central Site Controller A	277CAZ0002	T5272A
Prime Site	Quantar	Channel 1	255CAX0296	T5365A
Prime Site	Quantar	Channel 2	255CAX0297	T5365A
Prime Site	Quantar	Channel 3	255CAX0298	T5365A
Prime Site	Quantar	Channel 4	255CAX0299	T5365A
Prime Site	Quantar	Channel 5	255CAX0300	T5365A
Prime Site	Quantar	Channel 6	255CAX0301	T5365A
Prime Site	Quantar	Channel 7	255CAX0302	T5365A
Prime Site	Quantar	Channel 8	255CAX0304	T5365A
Prime Site	Quantar	Channel 9	255CAX0305	T5365A
Prime Site	Quantar	Channel 10	255CAX0306	T5365A
Prime Site	Quantar	Channel 11	255CAX0307	T5365A
Prime Site	Quantar	Channel 12	255CAX0308	T5365A
Prime Site	Quantar	Channel 13	255CAX0309	T5365A
Prime Site	Quantar	Channel 14	255CAX0303	T5365A
Prime Site	Quantar	Channel 15	255CAX0310	T5365A
Prime Site	Remote Site Controller	Remote Site Controller	277CAZ0004	T5283A
Prime Site		Vega Switch	5108	225-M
Prime Site		T-Bar Switch	04032B	Series 5800
Prime Site	Upper	Universal Simulcast Interface	277CAX0073	T5180A
Prime Site	Lower	Universal Simulcast Interface	277CAX0072	T5180A
Prime Site	DigiTac Comparator	DTAC 1	0000CFM1	Q2980A
Prime Site	DigiTac Comparator	DTAC 2	0000CB9G	Q2980A
Prime Site	DigiTac Comparator	DTAC 3	0000CB9I	Q2980A
Prime Site	DigiTac Comparator	DTAC 4	0000CBDT	Q2980A
Prime Site	DigiTac Comparator	DTAC 5	0000CDTG	Q2980A
Prime Site	DigiTac Comparator	DTAC 6	0000CAT9	Q2980A
Prime Site	DigiTac Comparator	DTAC 7	0000CAT7	Q2980A
Prime Site	DigiTac Comparator	DTAC 8	0000CAT1	Q2980A
Prime Site	DigiTac Comparator	DTAC 9	0000CAT3	Q2980A
Prime Site	DigiTac Comparator	DTAC 10	0000CAT5	Q2980A
Prime Site	DigiTac Comparator	DTAC 11	0000CDV2	Q2980A
Prime Site	DigiTac Comparator	DTAC 12	0000CDTL	Q2980A
Prime Site	DigiTac Comparator	DTAC 13	0000CDVX	Q2980A
Prime Site	DigiTac Comparator	DTAC 14	0000CDVV	Q2980A
Prime Site	DigiTac Comparator	DTAC 15	0000CDVT	Q2980A
Prime Site		Embassy MOSCAD	214SWU0613	F6973A
Prime Site		Embassy CIU	CIU 1	
Prime Site		Embassy CIU	CIU 2	
Prime Site		Embassy Switch	EMBASSY 1	
Prime Site	MOSCAD Shelf	RTUs	?	?
Prime Site	Orga Aviation Lighting	Tower Light Controller	?	?
Thrall Site	Remote Site Controller	Remote Site Controller	277CAZ0005	T5293A
Thrall Site	Celwave	Combiner 1	113901-002	WIJ0861-10S71F
Thrall Site	Celwave	Combiner 2	113901-001	WIJ0861-10S71F
Thrall Site	MFTS	EFRATOM GPS	00510634	MFTS
Thrall Site	Orga Aviation Lighting	Tower Light Controller	A0237	CIP200
Thrall Site	Quantar	Channel 1	225CAX0311	T5365A
Thrall Site	Quantar	Channel 2	225CAX0312	T5365A
Thrall Site	Quantar	Channel 3	225CAX0313	T5365A
Thrall Site	Quantar	Channel 4	225CAX0314	T5365A
Thrall Site	Quantar	Channel 5	225CAX0315	T5365A
Thrall Site	Quantar	Channel 6	225CAX0316	T5365A
Thrall Site	Quantar	Channel 7	225CAX0317	T5365A
Thrall Site	Quantar	Channel 8	225CAX0318	T5365A

**C.W.I.C.S.**

Site	Make	Description	Serial Number	Model Number
Thrall Site	Quantar	Channel 9	225CAX0319	T5365A
Thrall Site	Quantar	Channel 10	225CAX0320	T5365A
Thrall Site	Quantar	Channel 11	225CAX0321	T5365A
Thrall Site	Quantar	Channel 12	225CAX0322	T5365A
Thrall Site	Quantar	Channel 13	225CAX0323	T5365A
Thrall Site	Quantar	Channel 14	225CAX0324	T5365A
Thrall Site	Quantar	Channel 15	225CAX0325	T5365A
Thrall Site	Best Power UPS	FE Series	UPS Thrall	FE Series

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MAR - 9 2018

AUDITOR'S OFFICE  
WILLIAMSON COUNTY, TEXAS

# Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY: see comments
Department	210 - Unified Road Systems
County VIN/Serial Number	1C93432215S770120
Equipment/Door Number	UF0517
License Plate	9065094
Year	2005
Make	CTS
Model	HRD32 End Dump Trailer
Comments	Mileage-206,238 Has reached life expectancy.
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Jeff Ivey 2/27/2018 3:21 PM
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 2/26/2018 3:03 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 3/7/2018 10:44 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 3/7/2018 3:41 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✓ Jayme Jasso 3/13/2018 9:16 AM

Human Resources

Created by Williamson County Technology Services

# 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.) A #s	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
6	Dell Optiplex 7090 56926, 56925, 56927	3D851R1, 3D691R1, 3D661R1, 3D751R1,		Working <input type="checkbox"/>
	56924, 56923, 56922	3D641R1, 3D591R1		Working <input type="checkbox"/>
1	Panasonic CF-52	P01786, AB34567890ATSA02285	CZ02771	Working <input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

### Parties Involved:

**FROM** (Transferor Department): Office of Emergency Management

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

Jarred Thomas

Print Name

Signature

**Contact Person:**

Michael Shoe

Print Name

5128648267

Date Phone Number

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

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

**Contact Person:**

MAR 13 2018

Print Name

Print Name

AUDITOR'S OFFICE  
WILLIAMSON COUNTY, TEXAS

Signature

Date Phone Number

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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

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

- ☐ TRANSFER bet ween county departments  
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☐ DESTRUCTION due to Public Health / Safety  
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### Asset List:

Quantity	Description (year, make, model, etc.)	A #	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
<del>3</del>	<del>DELL MONITORS</del>	<del>—</del>			
1	OPTIPLEX 780	56363	6CV2HQ1		
3	OPTIPLEX 740		46329 49407 49013 61520G1, 4QK2HJ1, DM4MTH1		
			AS 6152461		

### Parties involved:

FROM (Transferor Department): MAINTENANCE/FACILITIES

Transferor - Elected Official/Department Head/  
Authorized Staff:

Contact Person:

Todd Imboden  
Print Name  
Signature

Todd Imboden  
Print Name  
Date 512-943-1610  
Phone Number

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

RECEIVED

Transferee - Elected Official/Department Head/

Authorized Staff OR Donee - Representative: (If being  
approved for Sale or Trade-in, no signature is necessary.)

Contact Person:

MAR 13 2018

Print Name

TONY HILL  
Print Name

AUDITOR'S OFFICE  
WILLIAMSON COUNTY, TEXAS

Signature

Date Phone Number

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

A#

65941 DELL PRECISION T3600-ST#9PWHHX1 (ALREADY RETIRED)

42161 DELL OPTIPLEX GX520-ST#BDC1K91 (ALREADY RETIRED)

~~37518 HP LASERJET 4200 PRINTER-USDNN21543 (ALREADY RETIRED)~~

64044 DELL OPTIPLEX 390-#74QC8V1

63883 DELL PRECISION T1650-#3XX58V1

65124 DELL OPTIPLEX 790-#5KWFXV1 (ALREADY RETIRED)

54826 DELL PRECISION T1500-#GG9NNM1

56625 DELL PRECISION T1600-#HL101R1

56964 DELL PRECISION T3500-#70NCJQ1

66986 DELL OPTIPLEX 7010-#DV5P8Y1

65191 DELL OPTIPLEX 790-#9B1CPW1

57582 PANASONIC CF-31 TOUGHBOOK-#1KTYA27197 (ALREADY RETIRED)

~~MONITOR AND DOCK WITH STAND~~

~~2 MONITORS~~

77169 DELL LATITUDE E6530-#5FHDTY1

~~3 KEYBOARDS~~

~~BOX OF MISC. CABLES~~

~~FUJITSU FI-4340C - #BC0D12001QK~~

~~FEEDER TRAY HP 4015~~

67991 DELL LATITUDE E6530-#FLT0LX1

~~10 VIDEO CARDS~~

~~MICROSOFT LIFECAM VX-2000~~

~~SOUNDBAR~~

RECEIVED

MAR 13 2018

AUDITOR'S OFFICE  
WILLIAMSON COUNTY, TEXAS

**16 - DELL LATITUDE E5530 - #JJYYKX1, #522YKX1, #FW1YKX1,  
#1B2YKX1, #F22YKX1, #D31YKX1, #3X1YKX1, #GQ2YKX1, #381YKX1,  
#JH2YKX1, #5P1YKX1, #591YKX1, #9JYYKX1, #HH1YKX1, #3W0YKX1,  
#J12YKX1**

**19 - HP 620 LAPTOP - #5CG10607RQ, #5CG10607WF, #5CG10607WB,  
#5CG10607TQ, #5CG10607RP, #5CG10607TO, #5CG10607X8,  
#5CG10607TG, #5CG10607SK, #5CG10607SL, #5CG10607QH,  
5CG10607SD, #5CG10607R7, #5CG10607X6, #5CG10607SZ,  
#5CG10607SJ, #5CG10607VW, #5CG10607TS, #5CG10607T8**

A #5 DELL LATITUDE E5530 :

65901	65913
65917	65900
65891	65916
65905	65919
65892	65932
65888	65897
65910	65909
65894	65903

A #5 HP 620 LAPTOP:

ALL N/A

RECEIVED

MAR 13 2018

AUDITOR'S OFFICE  
WILLIAMSON COUNTY, TEXAS

**Commissioners Court - Regular Session****16.****Meeting Date:** 03/20/2018

Property Tax Collections - February 2018

**Submitted For:** Larry Gaddes**Submitted By:** Cathy Atkinson, County Tax Assessor Collector**Department:** County Tax Assessor Collector**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving property tax collections for the month of February 2018 for the Williamson County Tax Assessor/Collector.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**[020118-022818 GWI-RFM](#)[020118-022818 GWI-RFM Graph](#)

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Cathy Atkinson

Final Approval Date: 03/14/2018

**Reviewed By**

Rebecca Clemons

**Date**

03/14/2018 09:36 AM

Started On: 03/13/2018 04:09 PM

**YEAR TO DATE - COLLECTION REPORT**  
**Williamson County - GWI/RFM Property Taxes**  
**February 28, 2018**

<b>Williamson County General Fund</b>	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2017	\$244,690,088.70	\$221,872.31	\$244,911,961.01	\$3,054,878.62	\$150,333.42	(\$41,578.25)	\$6,307,472.40	\$238,604,488.61	97.42%	97.49%	98.01%
2016 & Prior	\$1,986,312.80	(\$108,552.61)	\$1,877,760.19	\$34,459.78	\$11,444.70	(\$0.27)	\$1,554,126.25	\$323,633.94	17.24%	23.21%	
Rollbacks	\$288,563.47	\$597,157.70	\$885,721.17	\$23,197.33	\$1,591.90	\$0.00	\$44,841.97	\$840,879.20	94.94%	95.12%	
<b>Total All</b>	<b>\$246,964,964.97</b>	<b>\$710,477.40</b>	<b>\$247,675,442.37</b>	<b>\$3,112,535.73</b>	<b>\$163,370.02</b>	<b>(\$41,578.52)</b>	<b>\$7,906,440.62</b>	<b>\$239,769,001.75</b>	<b>96.81%</b>	<b>96.91%</b>	

<b>Williamson County RFM</b>	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2017	\$22,761,673.50	\$24,038.36	\$22,785,711.86	\$285,307.52	\$14,006.33	(\$3,898.59)	\$574,765.18	\$22,210,946.68	97.48%	97.54%	98.04%
2016 & Prior	\$168,664.29	(\$8,862.73)	\$159,801.56	\$3,125.71	\$996.95	(\$0.02)	\$129,534.08	\$30,267.48	18.94%	25.24%	
Rollbacks	\$25,120.98	\$52,708.89	\$77,829.87	\$2,085.69	\$143.11	\$0.00	\$3,878.41	\$73,951.46	95.02%	95.20%	
<b>Total All</b>	<b>\$22,955,458.77</b>	<b>\$67,884.52</b>	<b>\$23,023,343.29</b>	<b>\$290,518.92</b>	<b>\$15,146.39</b>	<b>(\$3,898.61)</b>	<b>\$708,177.67</b>	<b>\$22,315,165.62</b>	<b>96.92%</b>	<b>97.03%</b>	

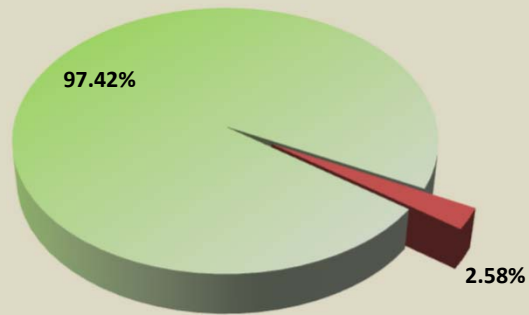
2017 COMBINED MONTHLY BREAKDOWN

Oct-17	\$269,920,423.74	\$553,492.70	\$270,473,916.44	\$9,831,927.33	\$37,739.92	\$564.42	\$260,641,424.69	\$9,832,491.75			
Nov-17	\$270,473,916.44	\$412,042.93	\$270,885,959.37	\$11,909,015.73	\$18,907.00	\$570.67	\$249,143,881.22	\$21,742,078.15			
Dec-17	\$270,885,959.37	(\$14,649.56)	\$270,871,309.81	\$151,714,891.47	\$21,384.35	\$2,564.36	\$97,411,775.83	\$173,459,533.98			
Jan-18	\$270,871,309.81	(\$124,645.58)	\$270,746,664.23	\$85,267,049.60	\$31,771.61	\$6.27	\$12,020,074.38	\$258,726,589.85			
Feb-18	\$270,746,664.23	(\$47,878.57)	\$270,698,785.66	\$3,403,054.65	\$178,516.41	(\$45,477.13)	\$8,614,618.29	\$262,084,167.37			

**Year to Date Collection Report  
October 1 - February 28, 2018**

YTD Collected YTD Uncollected

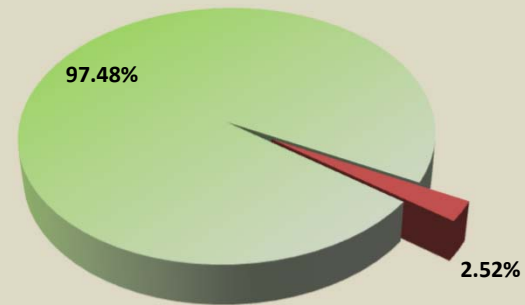
**GW**



**Year to Date Collection Report  
October 1 - February 28, 2018**

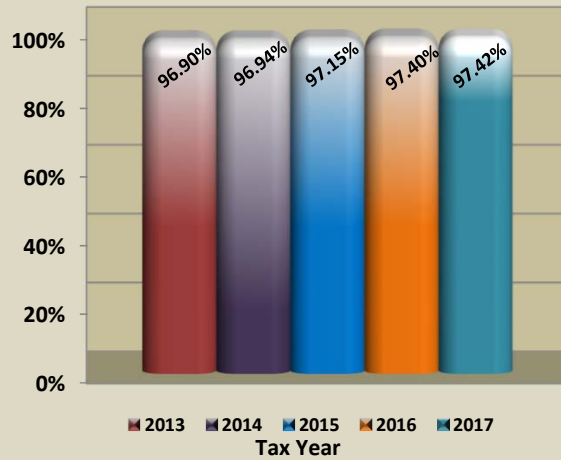
YTD Collected YTD Uncollected

**RFM**



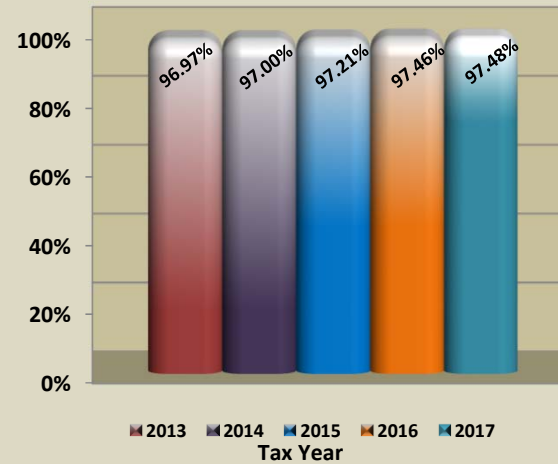
**Percent of Roll Collected Comparison  
February 2014-2018**

**GW**



**Percent of Roll Collected Comparison  
February 2014-2018**

**RFM**



**Commissioners Court - Regular Session****17.****Meeting Date:** 03/20/2018

Property Tax Refunds - Over 2500 - February 2018

**Submitted For:** Larry Gaddes**Submitted By:** Cathy Atkinson, County Tax Assessor Collector**Department:** County Tax Assessor Collector**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving property tax refunds over \$2,500.00 for the month of February 2018 for the Williamson County Tax Assessor/Collector.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**020118-022818 Refunds over 2500

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Cathy Atkinson

Final Approval Date: 03/14/2018

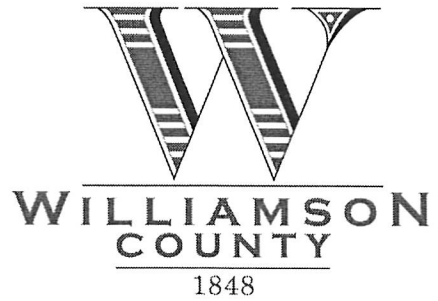
**Reviewed By**

Rebecca Clemons

**Date**

03/14/2018 09:36 AM

Started On: 03/13/2018 04:16 PM



Date: March 13, 2018

To: Members of the Commissioners Court

From: Larry Gaddes PCAC, CTA

Larry Gaddes PCAC, C T A  
Tax Assessor/Collector

Subject: Property Tax Refunds

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

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

Thank you.

Main Office and Mailing Address:

904 South Main Street  
Georgetown, Texas 78626  
Motor Vehicle Telephone: 512.943.1602  
Property Tax Telephone: 512.943.1603  
[www.wilco.org/tax](http://www.wilco.org/tax)

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

Annex Locations:

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

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

Property Tax  
Account QuickReport  
As of February 28, 2018

Type	Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers					
Check	07/07/2017	63127	AVERY'S LAWN CARE & LANDSCAPING, LLC	P481290 - Overpayment	-2,869.35
Check	07/07/2017	63129	CORELOGIC TAX SERVICES, LLC	R363381 - Overpayment	-4,274.30
Check	02/09/2018	64797	RUSTY PURSER	R403196 - Double payment	-6,905.38
Check	02/13/2018	64808	LOWE'S	Multiple Accounts - Overpayments	-64,564.09
Check	02/13/2018	64810	JOHN OR TERRY J CARRILLO	R042741 - Overpayment	-5,198.89
Check	02/13/2018	64817	MORSCO INC	Multiple Accounts - Double payments	-24,030.30
Check	02/13/2018	64818	HCA MANAGEMENT SERVICES	Multiple Accounts - Double payments	-22,888.52
Check	02/13/2018	64837	WELLS FARGO HOME MORTGAGE	Multiple Accounts - Overpayments	-10,704.55
Check	02/13/2018	64823	CORELOGIC INC	Multiple Accounts - Overpayments	-50,618.62
Check	02/13/2018	64840	SUZANNE M OR STANLEY I PILGRIM	R458877 - Double payment	-2,848.15
Check	02/13/2018	64833	CASEY FAMILY INVESTMENTS LLC	R047461 - Escrow Refund	-4,135.08
Check	02/13/2018	64827	SHORT STOP	R031944 - Overpayment	-3,818.91
Check	02/13/2018	64828	JOAN OR EDGAR L SMITH	R082577 - Overpayment	-10,000.00
Check	02/13/2018	64829	GIDDENS DEVELOPMENT INC	Multiple Accounts - Double payments	-2,750.50
Check	02/16/2018	64849	CATHERINE POLLARD	R477220 - Double payment	-7,499.33
Check	02/21/2018	65106	SAURABH OR NIPA S DESAI	R411687 - Overpayment	-9,000.00
Check	02/21/2018	65107	JAYANTHI VENUGOPAL OR CHANDRAKANTH RANGA	R529548 - Overpayment	-7,500.00
Check	02/21/2018	65108	VENKATA K AKKINA	R533406 - Overpayment	-10,000.00
Check	02/21/2018	65113	BB & T MORTGAGE	R401904 - Double payment	-11,545.97
Check	02/21/2018	65118	DAVID JAMES & MAJDA PARKER	R022080 - Double payment	-6,298.87
Check	02/21/2018	65122	COLLEEN HULLINGER	R327236 - Double payment	-3,964.82
Check	02/21/2018	65125	CRAIG FONTAINE	R411280 - Double payment	-16,003.43
Check	02/21/2018	65127	ANDREW MARTENS	R462060 - Overpayment	-3,081.82
Check	02/21/2018	65131	PAULA J COCKRUM	R317219 - Double payment	-5,548.19
Check	02/21/2018	65133	JANELLE BENEFIELD	R032228 - Double payment	-3,573.03
Check	02/21/2018	65138	NIMA ZAVAREH	P470640 - Double payment	-4,558.53
Check	02/21/2018	65111	CIMARRON HILLS DEVELOPMENT, LLC	R518047 - Double payment	-3,131.30
Check	02/21/2018	65151	DR HORTON	Multiple Accounts - Overpayments	-18,430.33
Check	02/21/2018	65168	DREAM FINDERS HOMES LLC	Multiple Accounts - Double payments	-15,703.75
Check	02/21/2018	65157	M/I HOMES OF AUSTIN LLC	Multiple Accounts - Overpayments	-6,825.45
Check	02/22/2018	65178	HIGHLAND HOMES AUSTIN LLC	Multiple Accounts - Double payments	-10,401.27
Check	02/22/2018	65179	CENTURY COMMUNITIES, INC	Multiple Accounts - Double payments	-85,222.39

Property Tax  
Account QuickReport  
As of February 28, 2018

Type	Date	Num	Name	Memo	Amount
Check	02/22/2018	65184	MULTI-FINANCIAL SERVICE CO INC	R417226 - Overpayment	-6,661.58
Check	02/22/2018	65191	RIVERY PARTNERS LTD	Multiple Accounts - Double payments	-11,036.77
Check	02/22/2018	65195	AUSTIN SONICS LTD	R427525 - Overpayment	-3,331.30
Check	02/22/2018	65208	BAZIL IQBAL FARID	R390107 - Overpayment	-3,000.00
Check	02/22/2018	65219	PULTE GROUP	Multiple Accounts - Double payments	-16,777.48
Check	02/22/2018	65220	CHESMAR HOMES AUSTIN, LTD	Multiple Accounts - Double payments	-5,979.74
Check	02/22/2018	65222	FREDDIE OR RHONDA MCFARLAND	R413568 - Double payment	-4,811.68
Check	02/22/2018	65224	JEFFREY GILBERT	R364735 - Double payment	-4,689.99
Check	02/22/2018	65227	ROGER DE ROECK	R542341 - Double payment	-4,664.89
Check	02/22/2018	65230	ACCRATE INC	Multiple Accounts - Overpayments	-4,954.75
Check	02/22/2018	65187	PALMERA RIDGE DEVELOPMENT INC	R031617 - Overpayment	-3,659.94
Check	02/27/2018	65268	BRAZOS DE SANTOS PARTNERS LTD	Multiple Accounts - Overpayments	-2,513.07
Check	02/27/2018	65269	ALBERTSONS SAFEWAY	Multiple Accounts - Double payments	-184,598.04
Check	02/27/2018	65270	CALATLANTIC HOMES OF TEXAS, INC	Multiple Accounts - Double payments	-29,199.03
Check	02/27/2018	65277	DREES HOMES	Multiple Accounts - Double payments	-11,879.43
Check	02/27/2018	65278	SITTERLE HOMES AUSTIN LLC	Multiple Accounts - Overpayments	-4,093.88
Check	02/27/2018	65280	JAMES E HOLMES REVOCABLE TRUST	R038615 - Overpayment	-3,496.43
Check	02/27/2018	65284	CALATLANTIC HOMES OF TEXAS, INC	Multiple Accounts - Double payments	-14,522.28
Check	02/27/2018	65287	SITTERLE HOMES - AUSTIN, LLC	Multiple Accounts - Double payments	-3,782.36
Check	02/27/2018	65288	SITTERLE HOMES - AUSTIN, LLC	Multiple Accounts - Double payments	-17,838.43
Check	02/27/2018	65292	HOLT TEXAS LTD	Multiple Accounts - Double payments	-6,589.12
Check	02/27/2018	65296	SAAT ENTERPRISES LLC	R498838 - Overpayment	-20,304.46
Check	02/27/2018	65240	JOANNE SOTELO OR RAFAEL E GONZALEZ	R414466 - Double payment	-2,917.62
Check	02/27/2018	65242	PDQ SOUTHERN TEXAS HOLDINGS LLC	R534936 - Double payment	-22,497.16
Check	02/27/2018	65244	KB HOME	Multiple Accounts - Double payments	-5,889.07
Check	02/27/2018	65245	STORAGE TOWN USA	R431086 - Overpayment	-5,284.15
Check	02/27/2018	65246	TAYLOR MORRISON OF TEXAS, INC	Multiple Accounts - Overpayments	-9,667.01
Check	02/27/2018	65251	BUTTROSS GROUP II	Multiple Accounts - Overpayments	-6,522.97
Check	02/27/2018	65253	PAUL E JOHNSON	Multiple Accounts - Double payments	-3,049.06
Check	02/27/2018	65256	CENTURY COMMUNITIES, INC	Multiple Accounts - Overpayments	-23,088.88
Check	02/27/2018	65258	CINDY LOCK	R316077 - Overpayment	-3,639.24
Check	02/27/2018	65259	SCOTT FELDER HOMES LLC	Multiple Accounts - Overpayments	-15,829.86
Check	02/27/2018	65261	PULTE GROUP	Multiple Accounts - Double payments	-149,595.59

Property Tax  
Account QuickReport  
As of February 28, 2018

Type	Date	Num	Name	Memo	Amount
Check	02/27/2018	65236	DWAYNE STEVENSON	R013204 - Double payments	-4,989.68
Check	02/27/2018	65237	CORELOGIC	R091589 - Overpayment	-4,539.54
Check	02/27/2018	65235	NISHANT PANCHAL	R524912 - Overpayment	-7,200.00
Check	02/27/2018	65264	TERESA SEDWICK	R442339 - Overpayment	-2,500.00
Total Refunds Payable - Taxpayers					-1,079,489.60
TOTAL					-1,079,489.60

**Commissioners Court - Regular Session****18.****Meeting Date:** 03/20/2018

Justice of the Peace 4 FEB 2018 Monthly Report

**Submitted By:** Veronica Bolander, J.P. Pct. #4**Department:** J.P. Pct. #4**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, February 2018 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**JP4 EOM FEB 2018

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Veronica Bolander

Final Approval Date: 03/14/2018

**Reviewed By**

Rebecca Clemons

**Date**


03/14/2018 09:36 AM

Started On: 03/09/2018 04:33 PM

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


**THE STATE OF TEXAS  
COUNTY OF WILLIAMSON**

Before me, the undersigned authority, on this day personally appeared  
Judy Schier Hobbs, Justice of the Peace, Precinct 4, Williamson County, who,  
on her oath, stated that the attached report of money collected is a true and  
correct report for the month of February 2018.

  
JUDY SCHIER HOBBS  
JUSTICE OF THE PEACE  
PRECINCT FOUR



On this 8<sup>th</sup> day of March 2018, to certify which witness my hand and  
seal of office.

  
NOTARY PUBLIC in and for the State of Texas



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

Payment Register: Summary Section  
Williamson County Justice of the Peace, Pct. 4  
By Date 02/01/2018-02/28/2018

Date Printed: 3/8/2018  
Time Printed: 4:11:56PM

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	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
COPIES	COPIES	2	43.90	43.90	0.00	0.00	0.00	0.00	43.90	0.00	0.00	0.00	0100-0000-341804
COUNTER	COUNTER-CLAIM FILING FEE	1	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	3	60.00	60.00	0.00	40.00	0.00	0.00	20.00	0.00	0.00	0.00	0100-0000-341804
EVICITION	EVICITION FILING FEE	52	1,300.00	1,300.00	125.00	675.00	0.00	0.00	500.00	0.00	0.00	0.00	0100-0000-341804
INDIGENT	CIVIL INDIGENT FEE	134	804.00	804.00	30.00	630.00	0.00	0.00	144.00	0.00	0.00	0.00	0399-0000-208822
SERVE 4	CONSTABLE PRECINCT 4 SEF	74	5,180.00	5,180.00	350.00	2,940.00	0.00	0.00	1,890.00	0.00	0.00	0.00	0100-0000-341904
SMALLCLAM	SMALL CLAIMS FILING FEE	3	75.00	75.00	0.00	0.00	0.00	0.00	75.00	0.00	0.00	0.00	0100-0000-341804
WRIT POSS	WRIT OF POSSESSION	10	50.00	50.00	10.00	25.00	0.00	0.00	15.00	0.00	0.00	0.00	0100-0000-341804
WSERVE 4	CONSTABLE PRECINCT 4 - W	10	1,500.00	1,500.00	300.00	750.00	0.00	0.00	450.00	0.00	0.00	0.00	0100-0000-341904

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

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB2398	CC	JAIL TIME	CSR	OTHER	GL CODE
AUTOPSY	COPIES OF AUTOPSIES	3	15.00	15.00	0.00	15.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
CERTCOPIE	CERTIFIED COPIES	1	6.00	6.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0100-0000-341804
DCOPIES	DEATH CERTIFICATE COI	3	57.00	57.00	0.00	39.00	0.00	0.00	18.00	0.00	0.00	0.00	0100-0000-341804
DEBTCLAIM	DEBTCLAIM	78	1,950.00	1,950.00	0.00	1,925.00	0.00	0.00	25.00	0.00	0.00	0.00	0100.0000.341804
EF	E-FILING STATE FEE	134	1,340.00	1,340.00	50.00	1,050.00	0.00	0.00	240.00	0.00	0.00	0.00	01-0399-0000-20802
JCPTF	JUDICIAL COURT PERSON	134	670.00	670.00	25.00	525.00	0.00	0.00	120.00	0.00	0.00	0.00	01-0399-0000-20835
OVER	OVER PAYMENT OF FINE	1	5.00	5.00	0.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-209700
TCF	TRUANT CONDUCT FEE	19	850.00	850.00	450.00	0.00	0.00	0.00	400.00	0.00	0.00	0.00	01-0369-0000-34191
TRUANCY CT	TRUANCY CONTEMPT FI	8	295.00	295.00	35.00	0.00	0.00	0.00	260.00	0.00	0.00	0.00	0100-0000-351304
VSPF	VITAL STATISTICS PRESE	3	22.00	22.00	0.00	15.00	0.00	0.00	7.00	0.00	0.00	0.00	01-0385-0000-34140

<b>TOTALS SUMMARY</b>	675	14,247.90	14,247.90	1,375.00	8,659.00	0.00	0.00	4,213.90	\$0.00	0.00	0.00	0.00	
<b>Direct Deposit</b>	\$0.00							<b>HB2398</b>			<b>\$0.00</b>		
<b>Cash</b>	\$1,375.00							<b>CSR Credit</b>			<b>\$0.00</b>		
<b>Checks</b>	\$8,659.00							<b>Jail Credit</b>			<b>\$0.00</b>	<b>Post for Refund</b>	<b>\$0.00</b>
<b>Money Orders</b>	\$0.00							<b>Non-Monetary</b>			<b>\$0.00</b>	<b>Over Payments</b>	<b>\$0.00</b>
<b>Credit Cards :</b>	\$4,213.90	<b>Escrow Payments</b>		<b>\$0.00</b>	<b>Transaction Fee</b>		<b>\$0.00</b>						
<b>TOTAL CURRENCY</b>	<b>\$14,247.90</b>	<b>ESCROW PAID</b>		<b>\$0.00</b>	<b>TRAN. FEES</b>		<b>\$0.00</b>	<b>TOTAL</b>		<b>\$0.00</b>	<b>TOTAL PAID</b>	<b>\$0.00</b>	

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

Payment Register: GL Code Recap  
Williamson County Justice of the Peace, Pct. 4  
By Date 02/01/2018-02/28/2018

Date Printed: 3/8/2018  
Time Printed: 4:11:56PM

GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	HB 2398	TOTALS
0100-0000-209700		5.00	0.00	0.00	0.00	0.00	5.00
0100-0000-341804		954.00	677.90	0.00	0.00	0.00	1,631.90
0100-0000-341904		4,340.00	2,340.00	0.00	0.00	0.00	6,680.00
0100-0000-351304		35.00	260.00	0.00	0.00	0.00	295.00
0100.0000.341804		1,925.00	25.00	0.00	0.00	0.00	1,950.00
0399-0000-208822		660.00	144.00	0.00	0.00	0.00	804.00
01-0399-0000-208022	E-FILING STATE FEE FOR CIVIL	1,100.00	240.00	0.00	0.00	0.00	1,340.00
01-0369-0000-341917	TRUANT CONDUCT FEE	450.00	400.00	0.00	0.00	0.00	850.00
01-0385-0000-341402	VITAL STATISTICS PRESERVATION	15.00	7.00	0.00	0.00	0.00	22.00
01-0399-0000-208354	JUDICIAL COURT PERSONNEL TRAI	550.00	120.00	0.00	0.00	0.00	670.00
<b>TOTALS :</b>		10,034.00	4,213.90	0.00	0.00	0.00	14,247.90

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

Payment Register: Summary Section  
Williamson County Justice of the Peace, Pct. 4  
By Date 02/01/2018-02/28/2018

Date Printed: 3/8/2018  
Time Printed: 12:40:57PM

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB 2398	CC	JT	CSR	OTHER	GL CODE
AFCAF	COUNTY ARREST FEE	76	213.19	210.55	40.87	0.00	21.12	0.00	148.56	2.64	0.00	0.00	0100-0000-341804
AFDPS	DPS ARREST FEE	268	1,136.52	1,136.52	106.68	5.00	214.24	0.00	810.60	0.00	0.00	0.00	0399-0000-208400
AFPPWA	PARKS & WILDLIFE ARREST	14	49.58	49.58	10.00	0.00	1.13	0.00	38.45	0.00	0.00	0.00	0399-0000-208400
CAF	COUNTY ARREST FEE	1	5.00	5.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0100-0000-341804
CS	CHILD SAFETY	12	103.66	103.66	25.60	0.00	0.00	0.00	78.06	0.00	0.00	0.00	0100-0000-341804
CVC	CRIME VICTIMS FUND	4	60.00	60.00	15.00	0.00	0.00	0.00	45.00	0.00	0.00	0.00	0399-0000-208300
DIS	DISMISSAL FEE	30	300.00	300.00	110.00	0.00	30.00	0.00	160.00	0.00	0.00	0.00	0100-0000-341804
DLQ	DELINQUENT COLLECTIONS	42	3,925.33	3,609.00	520.58	0.00	316.34	0.00	2,772.08	0.00	0.00	316.33	01.0100.0000.20701
DSC	DEFENSIVE DRIVING	75	693.96	693.96	63.82	0.00	346.50	0.00	283.64	0.00	0.00	0.00	0100-0000-341804
FINE	FINE	607	60,167.25	57,742.25	6,023.05	100.00	6,425.34	0.00	45,193.86	2,425.00	0.00	0.00	0100-0000-351304
JCPT	JUDICIAL COURT PERSONNE	3	6.00	6.00	2.00	0.00	0.00	0.00	4.00	0.00	0.00	0.00	0399-0000-208500
PWF	PARKS AND WILDLIFE FINE	19	1,484.50	1,484.50	478.50	0.00	0.00	0.00	1,006.00	0.00	0.00	0.00	0100-0000-209600
TFC	TRAFFIC	245	597.75	596.53	45.03	3.00	131.18	0.00	417.32	1.22	0.00	0.00	0100-0000-341804

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

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB2398	CC	JAIL TIME	CSR	OTHER	GL CODE
AFC4.	CONSTABLE ARREST FEE	3	15.00	15.00	0.00	0.00	5.00	0.00	10.00	0.00	0.00	0.00	0100-0000-341914
AFHPD	HUTTO POLICE DEPARTM	1	5.00	5.00	0.00	0.00	5.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
AFTHD	THRALL POLICE DEPART	1	5.00	5.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0100-0000-341804
AWF	AUSTIN POLICE DEPART	1	6.16	6.16	0.00	0.00	0.00	0.00	6.16	0.00	0.00	0.00	0100-0000-341804
BPDWF	BARTLETT POLICE DEPA	2	100.00	100.00	0.00	0.00	100.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
C1W.	CONSTABLE 1 WARRANT	15	380.53	359.97	69.31	0.00	150.00	0.00	140.66	20.56	0.00	0.00	0100-0000-341911
C3W.	CONSTABLE 3 WARRANT	3	75.97	75.97	0.00	0.00	0.00	0.00	75.97	0.00	0.00	0.00	0100-0000-341913
C4W.	CONSTABLE 4 WARRANT	117	3,071.57	3,039.05	382.31	0.00	333.20	0.00	2,323.54	32.52	0.00	0.00	0100-0000-341914
CCC	CONSOLIDATED COURT	428	12,737.23	12,636.15	1,322.10	40.00	2,267.70	0.00	9,006.35	101.08	0.00	0.00	0399-0000-208160
CHS	COURTHOUSE SECURITY	428	962.16	954.58	100.97	3.00	170.01	0.00	680.60	7.58	0.00	0.00	0360-0000-341150
CHS2A	COURTHOUSE SECURITY	424	316.77	314.24	32.66	1.00	56.67	0.00	223.91	2.53	0.00	0.00	0361-0000-341154
CMI	CORRECTIONAL MANAG	2	1.00	1.00	0.00	0.00	0.00	0.00	1.00	0.00	0.00	0.00	0399-0000-208730
COM	COMMITMENT	62	148.85	131.21	15.08	0.00	55.61	0.00	60.52	17.64	0.00	0.00	0100-0000-341804
CWF	WILLIAMSON COUNTY W	14	457.57	457.57	13.50	0.00	0.00	0.00	444.07	0.00	0.00	0.00	0100-0000-341804
FA	FUGITIVE APPREHENSIO	4	20.00	20.00	5.00	0.00	0.00	0.00	15.00	0.00	0.00	0.00	0399-0000-208170
FWF	FLORENCE POLICE DEPA	3	150.00	0.00	0.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0100-0000-341804
HISDPD	HUTTO ISD POLICE DEPT	1	5.00	5.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0100-0000-341804
HWF	HUTTO POLICE DEPARTM	10	365.00	365.00	0.00	0.00	300.00	0.00	65.00	0.00	0.00	0.00	0100-0000-341804
IDF	INDIGENT DEFENSE FEE	423	632.95	627.90	65.30	2.00	113.33	0.00	447.27	5.05	0.00	0.00	0399-0000-208703
JCD	JUVENILE CRIME & DELI	4	1.50	1.50	0.25	0.00	0.00	0.00	1.25	0.00	0.00	0.00	0399-0000-208180
JCM	JUVENILE CASE MANAGI	413	1,567.39	1,554.75	163.26	5.00	283.35	0.00	1,103.14	12.64	0.00	0.00	0103690000370000
JCP	JUDICIAL COURT PERSON	1	1.00	1.00	0.00	0.00	0.00	0.00	1.00	0.00	0.00	0.00	0399-0000-208500
JCTF	JUSTICE COURT TECHNO	426	1,274.95	1,264.84	130.64	4.00	226.67	0.00	903.53	10.11	0.00	0.00	0372-0000-341144
JRF	STATE JURY REIMBURSE	424	1,266.95	1,256.84	130.64	4.00	226.67	0.00	895.53	10.11	0.00	0.00	0399-0000-208235
JSF	JUDICIAL SUPPORT FEE	424	1,899.88	1,884.72	195.93	6.00	340.01	0.00	1,342.78	15.16	0.00	0.00	0399-0000-208352
MISC REV	MISCELLANEOUS REVENI	1	4.90	4.90	0.00	0.00	4.90	0.00	0.00	0.00	0.00	0.00	0100-0000-370500
MV	STATE CIVIL JUSTICE DA	250	21.07	21.03	2.43	0.00	4.28	0.00	14.32	0.04	0.00	0.00	0399-0000-208415
OGW	OVER GROSS WEIGHT	4	300.00	300.00	0.00	0.00	300.00	0.00	0.00	0.00	0.00	0.00	0399-0000-208850
REL	RELEASE	62	148.85	131.21	15.08	0.00	55.61	0.00	60.52	17.64	0.00	0.00	0100-0000-341804
RRWF	ROUND ROCK POLICE DE	4	62.20	62.20	0.00	0.00	0.00	0.00	62.20	0.00	0.00	0.00	0100-0000-341804
SPF	SPECIAL PROCESSING FE	1	125.00	125.00	0.00	0.00	0.00	0.00	125.00	0.00	0.00	0.00	0100-0000-341804
STF	STATE TRAFFIC FEE	244	5,947.86	5,935.65	420.27	30.00	1,311.77	0.00	4,173.61	12.21	0.00	0.00	0399-0000-208425
SUB	SUBPOENA FEE	13	24.21	22.17	7.66	0.00	0.00	0.00	14.51	2.04	0.00	0.00	0100-0000-341914
SUM	SUMMONS FEE	45	131.49	131.49	10.50	0.00	15.00	0.00	105.99	0.00	0.00	0.00	0100-0000-341914
SWF	STATE WARRANT FEE	7	79.57	79.57	50.00	0.00	0.00	0.00	29.57	0.00	0.00	0.00	0399-0000-208400
TP	TIME PAYMENT	169	2,343.93	2,255.75	219.55	0.00	381.72	0.00	1,654.48	88.18	0.00	0.00	0399-0000-208860
TPDF	TRUANCY PREVENTION	369	571.34	570.29	62.02	2.00	98.59	0.00	407.68	1.05	0.00	0.00	01-0399-0000-20803
TWF	TAYLOR POLICE DEPART	3	28.75	28.75	22.73	0.00	6.02	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
TWFIN	TOLLWAY ADMINISTRAT	28	1,608.26	1,305.56	20.81	0.00	520.69	0.00	764.06	302.70	0.00	0.00	0100-0000-207027

<b>TOTALS SUMMARY</b>		6230	105,291.27	102,053.57	10,899.13	205.00	14,817.65	0.00	76,131.79	\$3,237.70	0.00	316.33
<b>Direct Deposit</b>	\$0.00								<b>HB2398</b>	\$0.00		
<b>Cash</b>	\$10,899.13								<b>CSR Credit</b>	\$0.00		
<b>Checks</b>	\$205.00								<b>Jail Credit</b>	\$3,237.70	<b>Post for Refund</b>	\$0.00
<b>Money Orders</b>	\$14,817.65								<b>Non-Monetary</b>	\$316.33	<b>Over Payments</b>	\$0.00
<b>Credit Cards :</b>	\$76,131.79	<b>Escrow Payments</b>	\$0.00	<b>Transaction Fee</b>	\$0.00							
<b>TOTAL CURRENCY</b>	<b>\$102,053.57</b>	<b>ESCROW PAID</b>	<b>\$0.00</b>	<b>TRAN. FEES</b>	<b>\$0.00</b>	<b>TOTAL</b>	<b>\$3,554.03</b>	<b>TOTAL PAID</b>	<b>\$0.00</b>			

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

Payment Register: GL Code Recap  
Williamson County Justice of the Peace, Pct. 4  
By Date 02/01/2018-02/28/2018

Date Printed: 3/8/2018  
Time Printed: 12:40:57PM

GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	HB 2398	TOTALS
0100-0000-209600		478.50	1,006.00	0.00	0.00	0.00	1,484.50
0100-0000-341804		1,405.75	1,926.05	189.14	0.00	0.00	3,520.94
0100-0000-341911		219.31	140.66	20.56	0.00	0.00	380.53
0100-0000-341913		0.00	75.97	0.00	0.00	0.00	75.97
0100-0000-341914		753.67	2,454.04	34.56	0.00	0.00	3,242.27
0100-0000-351304		12,548.39	45,193.86	2,425.00	0.00	0.00	60,167.25
0100-0000-370500		4.90	0.00	0.00	0.00	0.00	4.90
0360-0000-341150		273.98	680.60	7.58	0.00	0.00	962.16
0361-0000-341154		90.33	223.91	2.53	0.00	0.00	316.77
0372-0000-341144		361.31	903.53	10.11	0.00	0.00	1,274.95
0399-0000-208160		3,629.80	9,006.35	101.08	0.00	0.00	12,737.23
0399-0000-208170		5.00	15.00	0.00	0.00	0.00	20.00
0399-0000-208180		0.25	1.25	0.00	0.00	0.00	1.50
0399-0000-208235		361.31	895.53	10.11	0.00	0.00	1,266.95
0399-0000-208300		15.00	45.00	0.00	0.00	0.00	60.00
0399-0000-208352		541.94	1,342.78	15.16	0.00	0.00	1,899.88
0399-0000-208400		387.05	878.62	0.00	0.00	0.00	1,265.67
0399-0000-208425		1,762.04	4,173.61	12.21	0.00	0.00	5,947.86
0399-0000-208500		2.00	5.00	0.00	0.00	0.00	7.00
0399-0000-208730		0.00	1.00	0.00	0.00	0.00	1.00
0399-0000-208850		300.00	0.00	0.00	0.00	0.00	300.00
0399-0000-208860		601.27	1,654.48	88.18	0.00	0.00	2,343.93
0399-0000-208703		180.63	447.27	5.05	0.00	0.00	632.95
0399-0000-208415		6.71	14.32	0.04	0.00	0.00	21.07
0100-0000-207027		541.50	764.06	302.70	0.00	0.00	1,608.26
01.0100.0000.207017	DLQ FEE	836.92	2,772.08	316.33	0.00	0.00	3,925.33
0103690000370000	JUVENILE CASE MANAGER FUND	451.61	1,103.14	12.64	0.00	0.00	1,567.39
01-0399-0000-208034	TRUANCY PREVENTION AND DIVEI	162.61	407.68	1.05	0.00	0.00	571.34
<b>TOTALS :</b>		25,921.78	76,131.79	3,554.03	0.00	0.00	105,607.60

**Commissioners Court - Regular Session****19.****Meeting Date:** 03/20/2018

Continuing Education

**Submitted For:** Valerie Covey**Submitted By:** Rachel Rull, Commissioner Pct. #3**Department:** Commissioner Pct. #3**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on accepting commissioners education certificate of completion for Valerie Covey for successfully completing the continuing education provisions of Article 81.0025 of the Texas Local Government Code.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**[CE Certificate](#)

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Rachel Rull

Final Approval Date: 03/15/2018

**Reviewed By**

Wendy Coco

**Date**

03/15/2018 08:54 AM

Started On: 03/14/2018 10:16 AM

# COUNTY JUDGES & COMMISSIONERS ASSOCIATION OF TEXAS

## COMMISSIONERS EDUCATION CERTIFICATE OF COMPLETION

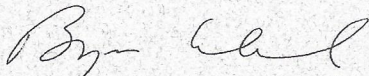
*This is to certify that*

**Valerie Covey**

**Williamson County Commissioner**

*has successfully completed the continuing education  
provisions of Article 81.0025 of the  
Texas Local Government Code*

2017



Byron Underwood, Chairman  
Commissioners Education Committee



Alma V. Moreno, President  
County Judges and Commissioners  
Association of Texas

**Commissioners Court - Regular Session****20.****Meeting Date:** 03/20/2018

County Investment Academy CE hours for 2017

**Submitted For:** Nancy Rister**Submitted By:** Nancy Rister, County Clerk**Department:** County Clerk**Agenda Category:** Consent

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**Information****Agenda Item**

To discuss and take appropriate action on noting in minutes County Clerk for County Investment Academy CE hours.

**Background**

15 hours per year needed to keep status of membership in County Investment Academy (formerly known as County Investment Officer).

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**CIO Certificate

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Nancy Rister

Final Approval Date: 03/15/2018

**Reviewed By**

Wendy Coco

**Date**

03/15/2018 08:54 AM

Started On: 03/14/2018 02:45 PM



Emmett & Miriam  
**McCoy**  
College of Business Administration

TEXAS ASSOCIATION OF COUNTIES  
2017 Certificate of Membership  
County Investment Academy  
**Hon. Nancy E. Rister**

Successfully completed investment education that satisfies Section 2256.008 of  
the Texas Public Funds Investment Act. This ongoing commitment to  
continuing education provides maximum benefit to

**Williamson County**

Issued by the Texas Association of Counties the thirty-first day of December, 2017

*Larry Gallardo*

Hon. Larry Gallardo, President

*Gene Terry*

Mr. Gene Terry, Executive Director

**Commissioners Court - Regular Session****21.****Meeting Date:** 03/20/2018

Doucet Associates Supplemental 1 to WA 1 Smith Branch Flood Control and Drainage Engineering Services

**Submitted For:** Robert Daigh**Submitted By:** Sarah Ramos, Infrastructure**Department:** Infrastructure**Division:** Road & Bridge**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on Supplemental Work Authorization No. 1 under Williamson County Contract between Doucet & Associates, Inc. and Williamson County dated February 27, 2018 for Smith Branch Flood Control and Drainage Engineering Services. This supplemental is to increase the maximum amount payable to \$136,250.00.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**WA 1 Supplemental 1 -SMITH BRANCH FLOOD CONTROL & DRAINAGE

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Sarah Ramos

Final Approval Date: 03/08/2018

**Reviewed By**

Wendy Coco

**Date**

03/08/2018 06:38 PM

Started On: 03/08/2018 09:47 AM

**SUPPLEMENTAL WORK AUTHORIZATION NO. 1  
TO  
WORK AUTHORIZATION NO. 1**

**WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:**

Smith Branch Flood Control and Drainage Engineering Services – Williamson County Juvenile Justice Center

This Supplemental Work Authorization No. 1 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated February 27, 2018 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Doucet & Associates, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No.1 dated effective February 27, 2018 (the "Work Authorization");

WHEREAS, pursuant to the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

**AGREEMENT**

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Work Authorization shall be amended, changed and modified as follows:

- I. The Services to be Provided by the Firm that were set out in the original Attachment "B" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "B".
- II. The maximum amount payable for services under the Work Authorization is hereby increased from \$114,250.00 to \$136,250.00. The revised Work Schedule is attached hereto as Attachment "D".

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

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

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

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

**ENGINEER: Doucet & Associates, Inc.**

**COUNTY: Williamson County**

By: \_\_\_\_\_



Signature

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Duke G. Altman

Printed Name

\_\_\_\_\_  
Dan Gattis

Printed Name

\_\_\_\_\_  
Principal

Title

\_\_\_\_\_  
County Judge

Title

\_\_\_\_\_  
3/6/2018

Date

\_\_\_\_\_  
Date

## Attachment B - Services to be Provided by Engineer

This supplemental work request extends the study area limits in the upstream direction along, and adjacent to, Smith Branch to include the Rabbit Hollow area located between SE Inner Loop and FM 1460.

## Attachment D - Fee Schedule

<b>Description</b>	<b>Basis of Payment</b>	<b>Estimated Fee</b>
I. PER Evaluation		
1. Field Surveying	Rate Schedule	\$ 8,000.00
2. Project Meetings	Rate Schedule	\$ 15,000.00
3. Preliminary H&H Modeling	Rate Schedule	\$ 23,000.00
4. Preliminary Alternative Analyses	Rate Schedule	\$ 23,000.00
5. Preliminary Engineering Memo	Rate Schedule	\$ 5,000.00
6. Refined H&H Modeling	Rate Schedule	\$ 15,000.00
7. Refined Alternative Analyses	Rate Schedule	\$ 15,000.00
8. Refined Engineering Report	Rate Schedule	\$ 7,500.00
9. Grant Opportunities	Rate Schedule	\$ 2,000.00
Reimbursables Expenses	(at cost-estimate)	<u>\$ 750.00</u>
<b>Total Cost:</b>		<b>\$114,250.00</b>

### Additional Services:

<b>Description</b>	<b>Estimated Fee</b>
Supplemental No. 1 (Engineering)	\$ 16,500.00
Supplemental No. 1 (Surveying)	<u>\$ 5,500.00</u>
<b>Additional Cost:</b>	<b>\$ 22,000.00</b>

**Commissioners Court - Regular Session****22.****Meeting Date:** 03/20/2018

Raba Kistner Supplemental 2 to WA 1 for Construction Material Testing and Inspection for Williamson County North Campus Facilities

**Submitted For:** Robert Daigh**Submitted By:** Sarah Ramos, Infrastructure**Department:** Infrastructure**Division:** Building Maintenance**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on Supplemental Work Authorization No. 2 under Williamson County Contract between Raba Kistner, Inc. and Williamson County dated November 10, 2016 for Construction Material Testing and Inspection for Williamson County North Campus Facilities. This supplemental is to extend the expiration date to September 30, 2018. The current Work Authorization dollar amount will remain the same.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Raba - NC - WA1 Supplemental 2

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Sarah Ramos

Final Approval Date: 03/08/2018

**Reviewed By**

Wendy Coco

**Date**

03/08/2018 06:38 PM

Started On: 03/08/2018 10:11 AM

**SUPPLEMENTAL WORK AUTHORIZATION NO. 2  
TO  
WORK AUTHORIZATION NO. 1**

**WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:  
Construction Material Testing and Inspection for Williamson County North Campus Facilities**

This Supplemental Work Authorization No. 2 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated November 10, 2016 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Raba Kistner, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 1 dated effective December 13, 2016 (the "Work Authorization");

WHEREAS, pursuant to the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

**AGREEMENT**

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Work Authorization shall be amended, changed and modified as follows:

- I. The above referenced Work Authorization termination date shall be modified to September 30, 2018. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C".

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

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

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

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

**ENGINEER:**

By: \_\_\_\_\_

Signature

Gabriel Ornelas, Jr., PE, PMP

Printed Name

Vice President

Title

March 1, 2018

Date

**COUNTY:**

By: \_\_\_\_\_

Signature

Dan Gattis

Printed Name

County Judge

Title

Date

## Attachment C - Work Schedule

Work shall begin immediately upon receipt of agreement and authorization to proceed on assigned services.

**Commissioners Court - Regular Session****23.****Meeting Date:** 03/20/2018

Steger Bizzell Engineering WA 3 for On Call Professional Engineering Services

**Submitted For:** Robert Daigh**Submitted By:** Sarah Ramos, Infrastructure**Department:** Infrastructure**Division:** Road & Bridge**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on Work Authorization No. 3 in the amount of \$50,000 to expire on March 31, 2019 under Williamson County Contract for Engineering Services between Steger Bizzell Engineering, Inc. and Williamson County dated January 17, 2017 On Call Professional Engineering Services for Williamson County Road and Bridge.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Steger Bizzell - WA #3 - On Call

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Sarah Ramos

Final Approval Date: 03/08/2018

**Reviewed By**

Wendy Coco

**Date**

03/08/2018 06:38 PM

Started On: 03/08/2018 12:11 PM

**WORK AUTHORIZATION NO. 3**

**PROJECT: On Call Professional Engineering Services**

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **January 17, 2017** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Steger Bizzell Engineering, Inc.** (the "Engineer").

Part 1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **\$50,000.00**

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **March 31, 2019**. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

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

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ENGINEER:

Steger Bizzell Engineering, Inc.

By: \_\_\_\_\_

Signature

~~Perry Steger~~

Patrick Steiner

Printed Name

Vice President \_\_\_\_\_

Title

COUNTY:

Williamson County, Texas

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

## LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

**Attachment A - Services to be Provided by County**

Williamson County Road & Bridge Division personnel will provide project direction, review and oversight.

## **Attachment B - Services to be Provided by Engineer**

### **General Description of Project:**

This project consists of on-call professional engineering services to support the Williamson County Road & Bridge department, relating to hydrologic and hydraulic ("H&H") design and analysis. Locations are unknown and may be anywhere within unincorporated areas of Williamson County. Work may include, but is not limited to:

1. Visit with landowners to clearly determine the condition that is of concern.
2. Prepare an existing-conditions H&H model.
  - a. Watershed delineation, stormwater routing, land use and soil type determination, time of concentration calculation, selection of an appropriate hydrologic calculation method, preparation of peak stormwater runoff rates, and selection of an appropriate design frequency.
3. Evaluate modeled impacts with respect to the reason for the study (i.e. condition that triggered the citizen complaint).
4. Review the existing-conditions model results with County staff.
5. Develop a preliminary solution to mitigate the identified adverse impact.
6. Prepare a proposed-conditions H&H model.
7. Review the proposed-conditions model results with County staff.
8. Prepare a report that documents the need for the study, the existing model assumptions and inputs, the results of the existing model, the proposed solution and design criteria, and the proposed model results.
9. Design a solution that can be let for construction.

The Engineer shall prepare a Memorandum of Understanding (MOU) prior to the start of each on-call service for review and approval by the County.

The MOU can contain one or more of the following tasks, as more fully described in Exhibit B of the Professional Services Agreement:

TASK 1:	PROJECT MANAGEMENT
TASK 2:	TOPOGRAPHIC AND R.O.W. SURVEYS
TASK 3:	PRELIMINARY ENGINEERING
TASK 4:	GEOTECHNICAL INVESTIGATION
TASK 5:	ENVIRONMENTAL STUDIES
TASK 6:	UTILITY COORDINATION
TASK 7:	FLOODPLAIN MODELING
TASK 8:	FINAL ENGINEERING
TASK 9:	BIDDING PHASE SERVICES
TASK 10:	CONSTRUCTION PHASE SERVICES
TASK 11:	HYDROLOGIC AND HYDRAULIC ("H&H") SERVICES

### **Attachment C - Work Schedule**

Steger Bizzell Engineering, Inc. shall provide a work schedule for the assigned tasks. Work shall begin immediately upon receipt of agreement between County and Steger Bizzell Engineering, Inc. on the work schedule and authorization to proceed on assigned services.

## **Attachment D - Fee Schedule**

**STEGER BIZZELL**

**Rate Schedule**

**Effective June 26, 2014**

**(All Rates Per Hour)**

Engineer (Principal)	\$	233.00
Senior Engineer	\$	216.00
Engineer (P.E.)	\$	161.00
Project Manager	\$	216.00
Engineer in Training (EIT)	\$	133.00
Graduate Engineer	\$	128.00
Senior Technician	\$	128.00
GIS Technician	\$	105.00
Design Technician	\$	105.00
GADD Technician/ Draftsman	\$	100.00
Survey Technician/ Draftsman	\$	100.00
Registered Surveyor	\$	134.00
Surveyor in Training (SIT)	\$	105.00
1 Man Survey	\$	145.00
2 Man Survey Party	\$	160.00
3 Man Survey Party	\$	175.00
Field Inspector	\$	90.00
Clerical	\$	72.00
Student Technician	\$	33.00

### **MICHAEL BAKER INTERNATIONAL HOURLY RATES**

Clerical	\$	74.00
CADD Technician	\$	100.00
Engineer In Training	\$	120.00
Design Engineer (5-9 years)	\$	140.00
Project Engineer (10-14 years)	\$	175.00
Senior Engineer (15 years+)	\$	200.00
Deputy Project Manager	\$	220.00
Environmental Associate	\$	75.00
Environmental Specialist	\$	125.00
Senior Environmental Specialist	\$	166.00

CORSAIR HOURLY RATES

Senior Project Manager	\$	180.00
Senior Engineer	\$	166.00
Quality Manager	\$	166.00
Project Engineer	\$	104.00
Field Engineer	\$	100.00
Engineer in Training	\$	90.00
Senior Engineering Technician	\$	100.00

**Commissioners Court - Regular Session****24.****Meeting Date:** 03/20/2018

Pape-Dawson WA 1 On Call Small Drainage

**Submitted For:** Robert Daigh**Submitted By:** Vicky Edwards, Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of \$50,000 to expire on March 31, 2019 under Williamson County Contract for Engineering Services between Pape-Dawson Engineers, Inc. and Williamson County dated March 6, 2018 for On Call Professional Engineering Services for Small Drainage and Roadway Projects for Williamson County Road and Bridge.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Pape-Dawson Engineers Inc WA 1 Small Drainage

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**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 03/14/2018

**Reviewed By**

Hal Hawes

Rebecca Clemons

**Date**

03/13/2018 04:45 PM

03/14/2018 09:36 AM

Started On: 03/13/2018 01:42 PM

**WORK AUTHORIZATION NO. 1**

**PROJECT: On Call Professional Engineering Services for Small Drainage and Roadway Projects**

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **March 6, 2018** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Pape-Dawson Engineers, Inc.** (the "Engineer").

Part 1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **\$50,000.**

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **March 31, 2019.** The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

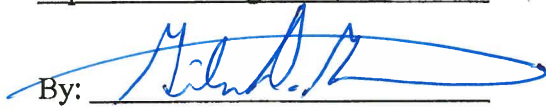
Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

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

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ENGINEER:

Pape-Dawson Engineers, Inc.

By:   
Signature

Gilmer D. Gaston, P.E., PTOE  
Printed Name

Sr. Vice President  
Title

COUNTY:

Williamson County, Texas

By: \_\_\_\_\_  
Signature

Dan Gattis  
Printed Name

\_\_\_\_\_  
Title

## LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

### **Attachment A - Services to be Provided by County**

Williamson County Road & Bridge Division personnel will provide project direction, review and oversight.

## **Attachment B - Services to be Provided by Engineer**

### **General Description of Project:**

This project consists of on-call professional engineering services to support the Williamson County Road & Bridge department, relating to the repair, maintenance and replacement of drainage and roadway facilities maintained by Williamson County. Locations are unknown and may be anywhere within Williamson County.

The Engineer shall prepare a Memorandum of Understanding (MOU) prior to the start of each on-call service for review and approval by the County.

The MOU can contain one or more of the following tasks, as more fully described in Exhibit B of the Professional Services Agreement:

- TASK 1: PROJECT MANAGEMENT
- TASK 2: TOPOGRAPHIC AND R.O.W. SURVEYS
- TASK 3: PRELIMINARY ENGINEERING
- TASK 4: GEOTECHNICAL INVESTIGATION
- TASK 5: ENVIRONMENTAL STUDIES
- TASK 6: UTILITY COORDINATION
- TASK 7: FEMA COORDINATION
- TASK 8: FINAL ENGINEERING
- TASK 9: BIDDING PHASE SERVICES
- TASK 10: CONSTRUCTION PHASE SERVICES

## **Attachment C - Work Schedule**

### **General Description of Project:**

This project consists of on-call professional engineering services to support the Williamson County Road & Bridge department, relating to the repair, maintenance and replacement of drainage and roadway facilities maintained by Williamson County. Locations are unknown and may be anywhere within unincorporated areas of Williamson County.

### **Work Schedule**

Engineering services will be provided on an on-call basis, with work schedules to be developed as work is dispatched and directed by Williamson County staff.

## **Attachment D - Fee Schedule**

### **PAPE- DAWSON**

<b>Classification</b>	<b>Rate</b>
Vice President	\$ 285.84
Sr. Manager	\$ 186.46
Principal Engineer	\$ 247.28
Project Manager	\$ 150.37
Project Engineer	\$ 122.08
Project Surveyor	\$ 140.76
Assistant Manager	\$ 133.81
Designer	\$ 104.05
EIT	\$ 104.05
GIS Analyst	\$ 87.55
Sr. Env/Sci/Geo/Arch	\$ 154.43
Project Env/Sci/Geo/Arch	\$ 109.80
Staff Env/Sci/Geo/Arch	\$ 72.54
Project Coordinator	\$ 116.75
Technician	\$ 75.56
Clerical	\$ 77.35
Survey Crew (4 person) with equipment	\$ 234.55
Survey Crew (3 person) with equipment	\$ 193.68
Survey Crew (2 person) with equipment	\$ 152.81

### **Gorrondona Associates, Inc.**

<b>Employee Type</b>	<b>Rate</b>
Project Manager	\$ 176.79
Project Engineer	\$ 140.24
Design Engineer	\$ 116.60
Engineer in Training	\$ 90.46
Engineer Tech	\$ 89.05
Junior Engineer Tech	\$ 88.20
Admin	\$ 52.92

### **The Rios Group, Inc.**

<b>Job Classification</b>	<b>Rate</b>
Project Manager	\$ 204.90
Senior Engineer	\$ 190.27
Project Engineer	\$ 161.00
Design Engineer	\$ 131.72
Senior CADD Operator	\$ 102.45

CADD Operator	\$ 81.96
Junior CADD Operator	\$ 67.33
Senior Utilities Coordinator	\$ 161.00
Utilities Coordinator	\$ 117.09
Admin/Clerical	\$ 70.25

RATES SHOWN APPLY TO PRIME PROVIDER AND ALL SUBPROVIDERS

EXHIBIT D - FEE SCHEDULE  
OTHER DIRECT EXPENSES

Client:	WILLIAMSON COUNTY
Contract #:	1711-206
ID or SD:	ID
Consultant Firm:	Page-Dawson Engineers, Inc.
Prime or Sub:	Prime
Consultant PM:	Howard L. Lynds, P.E.
Client PM:	Ken Kwall, P.E.
Discipline:	PS&E

	Unit	Max Rate	Fixed/Max	Fixed	Maximum
<b>TRAVEL</b>					
Mileage	mile	Current State Rate	F		\$35.00
Parking	day		M		
Toll Charges	each		M		\$4.00
<b>ADMINISTRATIVE</b>					
Standard Postage	letter	Current Postal Rate	F		
Certified Letter Return Receipt	each	Current Postal Rate	F		\$0.00
Overnight Mail - letter size	each	Current Postal Rate	M		\$0.00
Overnight Mail - oversized box	each	Current Postal Rate	M		\$30.00
Courier Services	each		M		
Photocopies B/W (11" X 17")	each		F	\$0.25	
Photocopies B/W (8 1/2" X 11")	Each		F	\$0.15	
Photocopies Color (11" X 17")	each		F	\$1.25	\$0.75
Photocopies Color (8 1/2" X 11")	sheet		M		\$1.90
Digital Ortho Plotting	per sq. ft.		M		\$1.00
Plots (B/W on Bond)	per sq. ft.		F	\$1.75	
Plots (Color on Bond)	per sq. ft.		F	\$4.50	
Plots (Color on Photographic Paper)	square foot		F	\$7.50	
Color Graphics on Foam Board	each		M		\$10.00
Presentation Boards 30" X 40" Color Mounted	each		M		\$50.00
Report Printing	each		M		\$5.00
Report Binding and tabbing	each		M		\$4.00
Reproduction of CD/DVD	each		F	\$1.75	
CDs	picture		F	\$0.45	
<b>ENV-PUBLIC INVOLVEMENT</b>					
4" X 6" Digital Color Print					
TX Parks & Wildlife Data Request Fees	each		M		\$70.00
Hazardous Materials Database Search	per search		M		\$350.00
Noise Meter Rental	per project		M		\$250.00
Environmental Field Supplies (batteries, stakes, flagging, spray paint, etc.)	day		M		\$40.00
Curator (Drawer & TX Archaeological Research Lab for artifacts & report)	per project		F	\$40.00	
Newspaper Advertisement	per publication		M		\$5,500.00
Court Reporter	page		M		\$10.00
Court Reporter (Public Meetings, Hearings & Transcription)	day		M		\$700.00
Translator (English to Spanish, other language as appropriate, or Sign Language) for Public Involvement	event		F	\$600.00	
Translator (English to Spanish, other language as appropriate, or Sign Language)	hour		M		\$100.00
Custodian for Public Involvement	hour/custodian		M		\$65.00
Sound Technician for Public Involvement	event		M		\$400.00
Public Involvement Facility Rental (estimate)	4 hours		M		\$800.00
Public Involvement Facility Rental (estimate)	8 hours		M		\$2,500.00
Public Involvement Facility Rental (estimate)	hour		M		\$400.00
Public Involvement Facility Rental (estimate)	event		M		\$10,000.00
Audio - Equipment Rental	each		M		\$400.00
Audio - Visual Equipment Rental	event		M		\$450.00
Public Notices - Mass Mailing (500 pieces)	per mailing		M		\$500.00
Public Involvement Design for palm cards, flyers, newsletters	hour		F	\$100.00	

RATES SHOWN APPLY TO PRIME PROVIDER AND ALL SUBPROVIDERS

EXHIBIT D - FEE SCHEDULE  
OTHER DIRECT EXPENSES

Client:	Williamson County
Contract #:	1711-206
ID or SD:	ID
Consultant Firm:	Page-Dawson Engineers, Inc.
Prime or Sub:	Prime
Consultant PM:	Howard L. Lynn, P.E.
Client PM:	Karl Kegan, P.E.
Discipline:	PS&E

Other Direct Expenses	Unit	Max Rate	Fixed/Max	Fixed	Maximum
Public Involvement Printing for palm cards, flyers, newsletters	each		F	\$1.00	
Public Involvement Meetings Supplies	per meeting		F	\$150.00	
Postcard Postage	each	Current Postal Rate	F		
Environmental Database Search	per project				\$900.00
H&H					
FEMA FIS (Manual)	each		M		\$5.00
FEMA FIS Backup Data Request	each		M		\$325.00
FEMA Map Revision Submittal (CLOMR/LOMR) (Submittal Fee Only)	each		F	\$8,250.00	
FEMA Model/Floodplain Hardcopy	each		F	\$250.00	
Boat with Motor	day		M		\$300.00
Fathometer	day		M		\$90.00
Site/Pavement Forensics					
Backhoe Rental	day		M		\$1,500.00
Barge Rental for Off Shore Drilling	day		M		\$8,000.00
Mobilization and Demobilization Barge for Submerged Areas	each		M		\$22,000.00
Crane Assembly/Dismantle Barge	day		M		\$8,000.00
Interior pipe wall condition video (equipment only) (for small pipe from 12" to 24" in diameter)	day		M		\$300.00
Interior pipe wall condition video (equipment only) (for pipe larger than 24" in diameter)	day		M		\$600.00
Ground Penetrating Radar	day		M		\$1,200.00
Traffic Control					
Railroad - Flagger (Service provided by RR)	hour		M		\$135.00
Railroad - Insurance in addition to STD Minimum Required (Minimum coverage of \$1 Million required by RR.)	each	Actual Cost	M		\$3,500.00
Railroad - Permit [Note: Read and then delete this note. Most railroad companies charge a fee of \$500 for the permit to access their property.]	each		M		\$6,000.00
Railroad - Safety Training (If required - Heavy Rail Safety Training Certificate, includes classroom training and employee certification card.)	Per Person		M		\$350.00
Traffic Control Services, Arrow Boards and Attenuator trucks - Large Project (Includes labor, equipment and fuel)	day		M		\$5,500.00
Traffic Control Services, Arrow Boards and Attenuator trucks - Medium Project (Includes labor, equipment and fuel)	day		M		\$3,000.00
Traffic Control Services, Arrow Boards and Attenuator trucks - Small Project (Includes labor, equipment and fuel)	Day		M		\$2,200.00
Attenuator trucks - (Lane/Shoulder Closure) (Includes labor, equipment and fuel)	day		M		\$1,200.00
Attenuator trucks - (No Lane Closure) (Includes labor, equipment and fuel)	day		M		\$950.00
Flashing Arrow Board	day		F	\$750.00	
Portable Message Board	Hour		M		\$750.00
Law Enforcement/Uniform Officer (Including vehicle)	Hour		M		\$125.00
Required Permit Fees (non-railroad)	each		M		\$1,000.00
Survey					
GPS Receiver (rates applied to actual time GPS units are in use)	hour		F	\$30.00	
GPS RTK (rates applied to actual time GPS units are in use)	hour		F	\$30.00	
GPS Static (rates applied to actual time GPS units are in use)	hour		F	\$30.00	
Map Records	sheet		M		\$4.00
Deed Copies	sheet		F	\$2.00	
Certified Deed Copies	sheet		F	\$5.00	
Plat Copies	sheet				\$4.00

RATES SHOWN APPLY TO PRIME PROVIDER AND ALL SUBPROVIDERS

EXHIBIT D - FEE SCHEDULE  
OTHER DIRECT EXPENSES

Client:  
Contract #:  
ID or SD:  
Consultant Firm:  
Prime or Sub:  
Consultant PM:  
Client PM:  
Discipline:

Williamson County  
711-660  
ID  
Dane Davidson Enterprises, Inc.  
Dane Davidson Enterprises, Inc.  
Howard Lyons, P.E.  
Scott Baker, P.E.  
P5&E

Other Direct Expenses	Unit	Max Rate		Fixed/Max	Fixed	Maximum
Historical Aerial Images	unit			M		\$150.00
Aerial Photographs (1" = 500' scale)	each			M		\$150.00
Rephotographics	per sq. ft.			M		\$5.00
Terrestrial Laser Scanner (rates applied to actual time scanner unit is in use)	Hour			M		\$250.00
Ground Target (includes paint, panel material, etc.)	Each			M		\$27.50
Helicopter Equipment LIDAR - Project Flight Miles (On project flight miles)	per mile			M		\$55.00
Helicopter Equipment LIDAR - Transit Miles (including turn, maneuver miles and local airport to project)	per mile			M		\$10.00
Fixed Wing Airborne LIDAR - Project Flight Miles (On project flight miles)	per mile			M		\$20.00
Fixed Wing Airborne LIDAR - Transit Miles (including turn, maneuver miles and local airport to project)	per mile			M		\$8.00
Aerial Photography - Airborne GPS/IMU Data collection/Processing	Per Project			M		\$2,250.00
Aerial Photography - Project Flight Miles (On project flight miles)	Per Mile			M		\$25.00
Aerial Photography - Transit miles (including turn, maneuver miles and local airport to project)	Per mile			M		\$7.00
Photo Lab Service - Black and White Processing (film, development, scanning)	Per Frame			F	\$18.00	
Photo Lab Service - Color Infrared Processing (film, development, scanning)	Per Frame			F	\$28.50	
Photo Lab Service - Color Processing (film, development, scanning)	Per Frame			F	\$28.00	
Photo Lab Service - Digital Image processing	Per Frame			F	\$26.00	
Photo Lab Service - Enlargements, Lamination, Mounting	per sq. ft.			F	\$6.00	
Mobilization for LIDAR Mobile Mapping Vehicle (travel to project)	per mile					\$5.00
Hydrographics Sonar Equipment	day					\$500.00
Datum Point Rod Setting (3/4" aluminum rod driven to refusal, normally with a power driver with a datum point and a floating datum cap, in a 12-14" diameter hole 3-1/2 deep, encased by a pvc pipe, backfilled with sand with an access cap. (includes One Call, equipment, rentals, and materials) TxDOT Survey Manual Fig. C-7).	each					\$300.00



### Garver Hourly Rate Schedule: July 2017 - June 2018

Classification	Rates
<b>Engineers / Architects</b>	
E-1: EIT.....	\$ 102.00
E-2: Engineer.....	\$ 118.00
E-3: Design Engineer.....	\$ 142.00
E-4: Project Engineer.....	\$ 166.00
E-5: Senior Project Engineer.....	\$ 203.00
E-6: Engineering Specialist/Project Manager.....	\$ 254.00
E-7: Senior Project Manager.....	\$ 337.00
<b>Designers</b>	
D-1: Designer/Environmental Scientist I.....	\$ 95.00
D-2: Designer/Environmental Scientist II.....	\$ 111.00
D-3: Senior Designer/Environmental Scientist.....	\$ 132.00
<b>Technicians</b>	
T-1: Intern.....	\$ 74.00
T-2: Technician.....	\$ 94.00
T-3: Senior Technician.....	\$ 114.00
<b>Management/Administration</b>	
X-1: Administrative Asst./ Admin Intern.....	\$ 58.00
X-2: Administrative Assistant.....	\$ 79.00

Agreement for Professional Services

**Williamson County  
Small Drainage & Roadway Project Design Contract**

**SUE UNIT PRICES & FIELD CREW HOURLY RATES  
THE RIOS GROUP, INC.**

**1. Utility Designation/ Investigation/ Mapping Services Unit Prices**

*Price includes all associated costs including but not limited to designation, engineering, survey, CADD and traffic control. 1,000 linear foot minimum, otherwise hourly rates for designating crew are used.*

Price per linear foot: \$1.80/lf

**2. Subsurface Utility Location (Test Hole) Services Unit Prices**

*Price includes all associated costs including but not limited to vacuum excavation, engineering, survey, CADD and limited traffic control. Traffic control plans and signs/ barricades are separate. Assumes benchmark provided, standard workweek.*

Price per test hole:	0 feet to 5 feet	\$1,155.00 ea
	Over 5 feet to 8 feet	\$1,475.50 ea
	Over 8 feet to 13 feet	\$1,785.00 ea
	Over 13 feet to 20 feet	\$2,310.00 ea
	Over 20 feet	\$2,875.50 ea
	Pavement Coring	\$350.00 ea

*Note: Depth will be determined from surface to the bottom of the utility.*

**3. Mobilization/ Demobilization Unit Prices**

*Price includes the cost to mobilize and demobilize personnel and equipment to/from the project site. This is a one time cost per project assignment.*

Vacuum excavation truck:	\$4.50/mile
Utility Designating vehicle:	\$2.50/mile

*Note: All rates include equipment and personnel travel time.*

**4. Miscellaneous Expenses Unit Prices**

Required Permit Fees:	at cost
Designed Traffic Control Plan	at cost
Traffic Control: Lane Closures, Detours, Flagging:	at cost
Special select backfill/pavement restoration:	at cost
Reproducibles beyond normal requirements:	at cost
Other SUE related activities:	at cost

**5. Hourly Field Crew Rates**

<b>FIELD PERSONNEL HOURLY SERVICE:</b>	<b>Hourly Rate</b>
One Designating Person w/ Equipment	\$160.00/hr
Two Person Designating Crew w/ Equipment	\$240.00/hr
Three Person Locating Crew w/ Excavation Vehicle	\$335.00/hr

**Commissioners Court - Regular Session****25.****Meeting Date:** 03/20/2018

Alliance WA 1 Small Drainage

**Submitted For:** Robert Daigh**Submitted By:** Vicky Edwards, Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of \$50,000 to expire on March 31, 2019 under Williamson County Contract for Engineering Services between Alliance Transportation Group and Williamson County dated March 6, 2018 for On Call Professional Engineering Services for Small Drainage and Roadway Projects for Williamson County Road and Bridge.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Alliance Transportation Group WA 1 On Call Small Drainage

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 03/16/2018

**Reviewed By**

Wendy Coco

**Date**

03/16/2018 01:52 PM

Started On: 03/14/2018 02:46 PM

**WORK AUTHORIZATION NO. 1**

**PROJECT: On Call Professional Engineering Services for Small Drainage and Roadway Projects**

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **March 6, 2018** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Alliance Transportation Group** (the "Engineer").

Part 1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **\$50,000.**

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **March 31, 2019.** The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

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

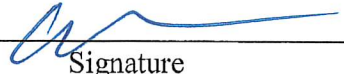
EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ENGINEER:

Alliance Transportation Group

COUNTY:

Williamson County, Texas

By: 

Signature

Clint Jumper, P.E.

Printed Name

VP, Engineering

Title

By: \_\_\_\_\_

Signature

Dan Gattis

Printed Name

\_\_\_\_\_

Title

## LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

### **Attachment A - Services to be Provided by County**

Williamson County Road & Bridge Division personnel will provide project direction, review and oversight.

## **Attachment B - Services to be Provided by Engineer**

### General Description of Project:

This project consists of on-call professional engineering services to support the Williamson County Road & Bridge department, relating to the repair, maintenance and replacement of drainage and roadway facilities maintained by Williamson County. Locations are unknown and may be anywhere within Williamson County.

The Engineer shall prepare a Memorandum of Understanding (MOU) prior to the start of each on-call service for review and approval by the County.

The MOU can contain one or more of the following tasks, as more fully described in Exhibit B of the Professional Services Agreement:

- TASK 1: PROJECT MANAGEMENT
- TASK 2: TOPOGRAPHIC AND R.O.W. SURVEYS
- TASK 3: PRELIMINARY ENGINEERING
- TASK 4: GEOTECHNICAL INVESTIGATION
- TASK 5: ENVIRONMENTAL STUDIES
- TASK 6: UTILITY COORDINATION
- TASK 7: FEMA COORDINATION
- TASK 8: FINAL ENGINEERING
- TASK 9: BIDDING PHASE SERVICES
- TASK 10: CONSTRUCTION PHASE SERVICES

## **Attachment C - Work Schedule**

### General Description of Project:

This project consists of on-call professional engineering services to support the Williamson County Road & Bridge department, relating to the repair, maintenance and replacement of drainage and roadway facilities maintained by Williamson County. Locations are unknown and may be anywhere within unincorporated areas of Williamson County.

### Work Schedule

Engineering services will be provided on an on-call basis, with work schedules to be developed as work is dispatched and directed by Williamson County staff.

**Attachment D - Fee Schedule**

**Alliance Transportation Group, Inc.**

<b>Labor Classification</b>	<b>Labor Rate</b>
Project Principal	\$ 265.00
Senior Project Manager	\$ 244.00
Project Manager	\$ 230.00
Hydraulic Engineer	\$ 210.00
Senior Engineer	\$ 205.00
Project Engineer	\$ 160.00
Engineer-in-Training	\$ 115.00
Senior Engineering Technician	\$ 133.00
Engineering Technician	\$ 92.00
Project Administrator	\$ 104.00
Clerical	\$ 85.00

**Arias & Associates, Inc.**

<b>Labor Classification</b>	<b>Labor Rate</b>
Professional Engineer, PE	\$ 144.74
Graduate Engineer, EIT	\$ 86.14
Graduate Geologist, GIT	\$ 54.67
Technician	\$ 52.04
Clerical	\$ 49.12

**CD&P**

<b>Labor Classification</b>	<b>Labor Rate</b>
Principal	\$ 167.55
Public Involvement Project Manager	\$ 147.84
Public Involvement Task Leader	\$ 123.20
PI & Spanish Language Specialist	\$ 98.56
Senior Graphic Designer	\$ 86.24
PI Coordinator	\$ 73.92
Clerical	\$ 49.28

**Cobb, Fendley & Associates, Inc.**

Labor Classification	Labor Rate
Project Manager	\$ 173.71
Senior Engineer	\$ 233.72
Project Engineer	\$ 142.13
Graduate Engineer	\$ 107.38
Senior Technician	\$ 135.81
Technician	\$ 110.54
Senior Utility Specialist	\$ 157.92
Utility Specialist	\$ 123.18
Clerical	\$ 72.64

**CP&Y, Inc.**

Labor Classification	Labor Rate
Senior Engineer	\$ 217.19
Project Engineer	\$ 186.17
Structural Engineer	\$ 145.83
Engineer-in-Training	\$ 117.91
Engineering Technician	\$ 108.60
Senior Environmental Professional	\$ 226.50
Environmental Professional	\$ 186.17
Senior Environmental Technician	\$ 139.62
Environmental Technician	\$ 102.39
Clerical	\$ 105.49

## Survey And Mapping, LLC

Labor Classification	Labor Rate
Principal	\$ 170.37
Senior Project Manager	\$ 161.32
Project Manager	\$ 125.10
Senior Survey Technician	\$ 97.12
Survey Technician	\$ 88.89
Administration/Clerical Support	\$ 70.78
Two (2) Person Survey Field Crew	\$ 131.69
Three (3) Person Survey Field Crew	\$ 161.32
Additional Rodperson, Chainperson, Flagperson	\$ 32.92
One (1) Person Survey Field Crew with Reciever or Robotic Total Station	\$ 105.35
Project Coordinator - Mobile LiDAR	\$ 121.32
Mobile LiDAR Processing Technician	\$ 96.30
Project Coordinator - AM	\$ 131.69
Certified Photogrammetrist	\$ 108.64
Analytical Triangulation Specialist	\$ 86.42
Aerial Mapping Technician	\$ 86.42
Orthophoto Specialist	\$ 86.42
Mapping Editor (includes QA/QC, Finishing, & Finalization)	\$ 75.72
Aerial Office Technician	\$ 73.25
Project Coordinator - AP	\$ 115.23
Aerial Processing Technician	\$ 85.10
Project Coordinator - FWAL	\$ 111.44
Airborne LiDAR Processing Technician	\$ 86.42
Project Coordinator - HAL	\$ 110.29
Helicopter LiDAR Processing Technician	\$ 107.16

## DIRECT EXPENSES - Alliance Transportation Group, Inc.

Description	Unit	Cost/Unit
Mileage	mile	Current IRS Rate
Standard Postage - Letter	each	Current Postal Rate
Certified Letter Return Receipt	each	Current Postal Rate
Overnight Mail - Letter Size	each	\$ 25.00
Overnight Mail - Overside Box	each	\$ 30.00
Courier Services	each	\$ 50.00
Photocopies B/W (8 1/2" x 11")	each	\$ 0.25
Photocopies B/W (11" x 17")	each	\$ 0.50
Photocopies Color (8 1/2" x 11")	each	\$ 1.00
Photocopies Color (11" x 17")	each	\$ 2.00
Plots (B/W on Bond)	square foot	\$ 6.00
Plots (Color on Bond)	square foot	\$ 8.00
CDs	each	\$ 0.50

## DIRECT EXPENSES - Arias & Associates, Inc.

Description	Unit	Cost/Unit
<b>Field Testing</b>		
Mobilization of Drilling Equipment (Austin area)	Each	\$ 425.00
Soil Drilling and Standard Sampling Per Foot	Per Foot	\$ 18.00
Shelby Tube/SPT Sample – Each (Additional Samples)	Each	\$ 20.00
TxDOT TCP Test – Each	Each	\$ 25.00
Rock Core Sampling - Per Foot	Per Foot	\$ 26.00
Patch Holes (Concrete/Asphalt Patch) - Each	Each	\$ 50.00
Backfill Boring Hole, Holeplug & Cuttings	Per Foot	\$ 6.50
Grout Boring Hole (4 - 6" dia) - Per Foot	Per Foot	\$ 10.00
Hourly Charge for Drill Crew/Rig Standby – Per Hour	Per Hour	\$ 225.00
Asphalt Coring Equipment	Per Day	\$ 175.00
Construction Truck	Per Trip	\$ 48.50
<b>Laboratory Testing</b>		
Moisture Content Test	Each	\$ 10.00
Atterberg Limits Determination (ASTM D4318)	Each	\$ 65.00
Grain Size Analysis Mechanical (ASTM D422)	Each	\$ 65.00
Grain Size Analysis with Hydrometer (ASTM D422)	Each	\$ 125.00
Material Finer than No. 200 Sieve (ASTM D1140)	Each	\$ 30.00
Moisture Density Relationship – Standard (ASTM D698)	Each	\$ 195.00
Moisture Density Relationship – Modified (ASTM D1557)	Each	\$ 220.00
Moisture Density Relationship – TEX-114-E	Each	\$ 195.00
Moisture Density Relationship – TEX-113-E	Each	\$ 210.00
Swell Test – Pressure Swell - Each	Each	\$ 125.00
Swell Test - Percent Free Swell - Each	Each	\$ 82.00
Unconfined Compressive Strength – Soil/Rock	Each	\$ 55.00
1-D Consolidation (ASTM D2435)	Each	\$ 425.00
Soluble Sulfates (TEX-145-E)	Each	\$ 55.00
Soil pH (TEX-128-E)	Each	\$ 45.00
Corrosion Suite (pH, Sulfates, Chlorides, Box Resistivity)	Each	\$ 400.00
Stabilization Ability of Lime by Soil pH (TEX-121-E, III)	Each	\$ 215.00
Soil Organic Content	Each	\$ 50.00
<b>Subcontract Services</b>		
GPR, Specialty Testing, Traffic control, etc.		At Cost

### DIRECT EXPENSES - CD&P

Description	Unit	Cost/Unit
Mileage	mile	Current IRS Rate
Photocopies B/W (8 1/2" x 11")	each	\$ 0.10
Photocopies B/W (11" x 17")	each	\$ 0.20
Photocopies Color (8 1/2" x 11")	each	\$ 0.40
Photocopies Color (11" x 17")	each	\$ 0.80
Postage	each	Current Postal Rate
Misc Supplies (estimate, only as needed)	each	At Cost

**DIRECT EXPENSES - Cobb, Fendley & Associates, Inc.**

Description	Unit	Cost/Unit
Mileage	mile	Current IRS Rate
Photocopies B/W (up to 11" x 17")	each	\$ 0.15
Photocopies Color (up to 11" x 17")	each	\$ 1.50
Plots (B/W on Bond) - larger than 11"x17"	square foot	\$ 2.00
Plots (Color on Bond) - larger than 11"x17"	square foot	\$ 3.00
Courier / Deliveries	each	At Cost
Postage	each	Current Postal Rate

### UNIT COSTS - Cobb, Fendley & Associates, Inc.

Description	Unit	Cost/Unit
Level A - Location (Non-Destructive Excavation): Vertical Depth:		
0 Ft. - 5 Ft.	Each	\$ 1,200.00
5 Ft. - 8 Ft.	Each	\$ 1,600.00
8 Ft. - 13 Ft.	Each	\$ 1,850.00
> 13 ft	Vertical Foot	\$ 150.00
One-Man Designating Crew with Equipment (4-hr minimum)	Hour	\$ 100.00
Two-Man Designating Crew with Equipment (4-hr minimum)	Hour	\$ 160.00
Vacuum Excavation Truck with 2 Technicians (4-hr minimum)	Hour	\$ 285.00
Ground Penetrating Radar with 1Tech (4-Hour Minimum)	Hour	\$ 250.00
Designation & Traffic Control Vehicles	Mile	\$ 3.40
Location Vehicles	Mile	\$ 6.80
Traffic Control (Lane Closures, etc.)		At Cost
2-man Survey Crew	Hour	\$ 160.00
1-man Survey Crew	Hour	\$ 120.00

**DIRECT EXPENSES - CP&Y, Inc.**

Description	Unit	Cost/Unit
Mileage	mile	Current IRS Rate
Photocopies B/W (8 1/2" x 11")	each	\$ 0.10
Photocopies B/W (11" x 17")	each	\$ 0.25
Photocopies Color (8 1/2" x 11")	each	\$ 0.75
Photocopies Color (11" x 17")	each	\$ 2.00
Plots (B/W on Bond)	square foot	\$ 0.55
Plots (Color on Bond)	square foot	\$ 1.50

**DIRECT EXPENSES - Survey And Mapping, LLC**

Description	Unit	Cost/Unit
Mileage	mile	Current IRS Rate
Courier Services	each	\$ 30.00

## UNIT COSTS - Survey And Mapping, LLC

Description	Unit	Cost/Unit
LIDAR Mobile Mapping System, (Includes Vehicle Operator, LiDAR Technician mileage on project and fuel) (Does not include travel to project.)	day	\$ 6,000.00
Mobilization for Aerial Photography/LiDAR Fixed Wing Aircraft (Includes aircraft, Pilot, Camera/LiDAR Operator, fuel and transportation cost)	mle	\$ 20,000.00
Aerial Photography Flight Crew Fixed Wing Aircraft (Includes Pilot and Camera Operator)	hour	\$ 180.00
LIDAR Flight Crew Fixed Wing Aircraft (Includes Pilot and LiDAR Operator)	hour	\$ 192.00
Mobilization for Helicopter Airborne LiDAR (Includes helicopter, Pilot, LiDAR Operator, fuel and transportation cost)	mle	\$ 20,000.00
Helicopter Flight Crew Fixed Wing Aircraft (Includes Pilot and LiDAR Operator)	hour	\$ 190.00
AP Transit Miles	mile	\$ 5.90
AP Project Flight Miles	mile	\$ 20.00
AP ABGPS Processing	project	\$ 2,250.00
FWAL Transit Miles	mile	\$ 6.00
FWAL Project Flight Miles	mile	\$ 20.00
HAL Transit Miles	mile	\$ 12.00
HAL Project Flight Miles	mile	\$ 52.00
B&W processing (film, development, scanning)	each	\$ 16.00
CIR processing (film, development, scanning)	each	\$ 23.00
Color processing (film, development, scanning)	each	\$ 26.00
Digital Image Processing	each	\$ 20.00
Mount/Lament/Print	each	\$ 4.00
Fixed Wing UAS	day	\$ 7,000.00
Rotary Wing UAS	day	\$ 6,200.00
360 degree Camera System	day	\$ 250.00
LIDAR Workstation	hour	\$ 25.00
Railroad - Flagger (Service Provided by RR)	hour	\$ 60.00
Railroad - Insurance in addition to STD Minimum Required (Minimum coverage of \$1 Million required by RR.)	each	\$ 2,500.00
Railroad - Permit	each	\$ 2,000.00
Railroad - Safety Training	per person	\$ 300.00
Traffic Control	day	\$ 1,500.00
GPS Receiver	hour	\$ 25.00
Deed Records	sheet	\$ 1.00
Map Records	sheet	\$ 6.00
Terrestrial Laser Scanner	hour	\$ 80.00

**Commissioners Court - Regular Session****26.****Meeting Date:** 03/20/2018

North Campus Facility P324 - Change Order 45

**Submitted By:** Gina Wrehsnig, Infrastructure**Department:** Infrastructure**Division:** Building Maintenance**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County North Campus Project; Change Order #45 in the amount of \$25,500.00 to approve funds for waterproofing and flashing behind stucco at Bldg. H. that was pulled from others scope, which was executed by Dwayne Gossett, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded out of the Construction Managers Contingency.

**Background**

On September 6, 2016, the Williamson County Commissioners Court granted Dwayne Gossett, Williamson County Facilities Project Manager, with general authority to approve change orders for the Agreement for Construction Services with J. T. Vaughn Construction, LLC in relation to the Williamson County North Campus Project for any increase in costs up to a total maximum amount of \$30,000.00 in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**NCF Change Order 45NCF CO45 Funds

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 03/15/2018

**Reviewed By**

Wendy Coco

**Date**

03/15/2018 11:21 AM

Started On: 03/15/2018 10:27 AM



3171 SE Inner Loop  
Georgetown, TX  
78626

T: (512) 663-7461  
F: (512) 681-9752

February 13, 2018

Dwayne Gossett  
Williamson County, Texas  
3101 SE Inner Loop  
Georgetown, TX 78620

Re: North Campus Facilities  
Job No: 233901

Subj: Change Proposal No. 233901-0045

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of \$0 (zero) dollars to provide Waterproofing & Flashing Behind Stucco Veneer at Bldg. h for the above referenced project.

Our price is valid for Ten (10) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,  
VAUGHN CONSTRUCTION

A handwritten signature in blue ink, appearing to read "Doug Boram", written over a light blue circular stamp.

Doug Boram

Attachments: Form B, Subcontractor Pricing Back-up

CC: Brody Harris - BLGY  
Mark Brown - BLGY

# FORM B

PROJECT: North Campus Facilities

CHANGE PROPOSAL NO: 233901-0045

QUOTATION :

Item	Labor	Materials	Subs	Total
Waterproofing & Flashing Behind Stucco Veneer at Bldg. h	\$0.00	\$0.00	\$34,000.00	\$34,000.00
To Be Funded By CM Contingency	\$0.00	\$(25,500.00)	\$0.00	\$(25,500.00)
Credit for Waterproof & Flashing @ Stucco	\$0.00	\$0.00	\$(8,500.00)	\$(8,500.00)

<b>Totals</b>	\$0.00	\$(25,500.00)	\$25,500.00	\$0.00
<b>Insurance, Tax, Benefits on Labor</b>				\$0.00
<b>Overhead</b>				\$0.00
<b>Fee on Subs</b>				\$0.00
<b>Fee on JTV</b>				\$0.00
<b>Bond</b>				\$0.00
<b>Remodel Tax</b>				\$0.00
<b>TOTAL</b>				<b>\$0.00</b>

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 2/13/2018

Accepted

By: Devalyne Gonzalez

Date \_\_\_\_\_

VAUGHN CONSTRUCTION

By: Doug Boram

Proposal Valid for 10 Days

Williamson County  
Williamson County North Campus Facilities  
Vaughn Project No. 2339-01



### Funds Tracking Log

Change Proposal No.	Change Type & No.	Time Extension (Days)		GMP Breakdown						GMP #2339.01	Total Updated Contract Amount
		Pending	Approved	Cost of Work	CM Contingency	Owner Contingency	General Conditions	Buyout Savings	Construction Phase Fee		
N/A	GMP	-	-	\$18,195,395	\$406,771	\$406,772	\$1,896,522		\$625,467	\$21,530,927	\$21,530,927
1	OCO	0	0	\$3,659	\$0	(\$3,659)	\$0		\$0	\$0	\$21,530,927
2	OCO	10	10	\$114,186	\$0	(\$114,186)	\$0		\$0	\$0	\$21,530,927
3	OCO	0	0	\$1,727	\$0	(\$1,748)	\$21		\$0	\$21	\$21,530,948
4	OCO	0	0	\$19,494	\$0	(\$19,494)	\$0		\$0	\$0	\$21,530,948
5	OCO	0	0	\$19,676	(\$19,676)	\$0	\$0		\$0	\$0	\$21,530,948
6	OCO	0	0	\$14,465	(\$14,465)	\$0	\$0		\$0	\$0	\$21,530,948
7	OCO	0	0	\$2,237	\$0	(\$2,237)	\$0		\$0	\$0	\$21,530,948
8	OCO	0	0	\$3,450	\$0	(\$3,450)	\$0		\$0	\$0	\$21,530,948
9	OCO	0	0	\$832	\$0	(\$832)	\$0		\$0	\$0	\$21,530,948
10	OCO	0	0	\$285	\$0	(\$285)	\$0		\$0	\$0	\$21,530,948
11	OCO	0	0	\$22,415	\$0	(\$22,415)	\$0		\$0	\$0	\$21,530,948
12	OCO	0	0	\$11,221	\$0	(\$11,221)	\$0		\$0	\$0	\$21,530,948
13	OCO	0	0	(\$5,000)	\$0	\$5,000	\$0		\$0	\$0	\$21,530,948
14	OCO	0	0	\$0	\$0	\$0	\$0		\$0	\$0	\$21,530,948
15	OCO	0	0	\$79,584	\$0	(\$79,584)	\$0		\$0	\$0	\$21,530,948
16	OCO	0	0	\$9,930	\$0	(\$9,930)	\$0		\$0	\$0	\$21,530,948
17	OCO	0	0	\$2,450	(\$2,450)	\$0	\$0		\$0	\$0	\$21,530,948
18	OCO	0	0	\$1,747	(\$1,747)	\$0	\$0		\$0	\$0	\$21,530,948
19	OCO	0	0	(\$1,763)	\$0	\$0	\$1,763		\$0	\$0	\$21,530,948
20	OCO	0	0	\$5,784	\$0	(\$5,856)	\$72		\$0	\$72	\$21,531,020
21	OCO	0	0	\$10,364	(\$10,364)	\$0	\$0		\$0	\$0	\$21,531,020
22	OCO	0	0	\$6,410	(\$6,461)	\$0	\$51		\$0	\$0	\$21,531,020
23	OCO	0	0	\$15,825	(\$15,825)	\$0	\$0		\$0	\$0	\$21,531,020
24	OCO	0	0	\$33,487	(\$33,906)	\$0	\$419		\$0	\$0	\$21,531,020
25	OCO	0	0	\$8,854	(\$8,854)	\$0	\$0		\$0	\$0	\$21,531,020
26	OCO	0	-	(\$106)	\$0	\$106	\$0		\$0	\$0	\$21,531,020
27R	OCO	0	-	\$2,687	\$0	(\$2,687)	\$0		\$0	\$0	\$21,531,020
28	Void	0	0	\$0	\$0	\$0	\$0		\$0	\$0	\$21,531,020
29	OCO	0	-	\$3,647	(\$3,647)	\$0	\$0		\$0	\$0	\$21,531,020
30	OCO	0	0	(\$30,000)	\$0	\$30,000	\$0		\$0	\$0	\$21,531,020
31	OCO	0	0	\$4,434	\$0	(\$4,434)	\$0		\$0	\$0	\$21,531,020

32	OCO	0	0	\$6,816	\$0	(\$6,816)	\$0		\$0	\$0	\$21,531,020
33R	OCO	0	-	(\$28,265)	\$0	\$28,265	\$0		\$0	\$0	\$21,530,927
34	OCO	0	0	\$5,273	(\$5,273)	\$0	\$0		\$0	\$0	\$21,531,020
35	OCO	0	0	(\$168,250)	\$0	\$0	\$0		\$0	(\$168,250)	\$21,362,770
36	OCO	0	0	\$1,280	(\$1,280)	\$0	\$0		\$0	\$0	\$21,531,020
37	OCO	0	0	\$1,601	(\$1,601)	\$0	\$0		\$0	\$0	\$21,531,020
38R	OCO	0	-	\$4,646	(\$4,646)	\$0	\$0		\$0	\$0	\$21,531,020
39R	OCO	10	-	\$0	\$0	\$0	\$0		\$0	\$0	\$21,531,020
40R	OCO	0	-	(\$6,292)	\$0	\$6,292	\$0		\$0	\$0	\$21,531,020
41	OCO	0	-	(\$50,311)	\$0	\$50,311	\$0		\$0	\$0	\$21,531,020
42R	OCO	0	-	(\$44,494)	\$0	\$44,494	\$0		\$0	\$0	\$21,531,020
43R	OCO	0	-	\$24,129	\$0	(\$24,129)	\$0		\$0	\$0	\$21,531,020
44R	OCO	0	-	\$4,882	\$0	(\$4,882)	\$0		\$0	\$0	\$21,531,020
45R	OCO	0	-	\$25,500	(\$25,500)	\$0	\$0		\$0	\$0	\$21,531,020
Current Amounts		20	10	\$18,333,891	\$251,076	\$253,395	\$1,898,848	\$0	\$625,467	\$21,362,770	\$21,362,770

Batt and Rigid Building Insulation  
Acoustic and Thermal Insulation  
Firestop and Penetration Seals  
Spray-On Fireproofing



Waterproofing & Dampproofing  
Spray-On Polyurethane Foam  
Spray-On Insulation  
Caulking & Sealants

---

SERVING HOUSTON AND CENTRAL TEXAS SINCE 1991

---

October 25<sup>th</sup>, 2017

ATTN: Doug Boram  
Williamson Co. North Campus Facilities  
*Vaughn Construction Company*

**RE: Waterproofing and Flashings behind Stucco Veneer – Building H**

**CO #02 – Installing specified waterproofing and flashings – CCW Barriseal R & CCW 705, at exterior sheathing/openings of building H behind stucco veneer that was previously in others scope.**

<b>Material &amp; Equipment–</b>	<b>\$ 19,740.00</b>
<b>Labor –</b>	<b>\$ 11,825.00</b>
<b>OH &amp; P (cut to help out) -</b>	<b><u>\$ 2,435.00</u></b>

**TOTAL CHANGE ORDER PRICING:** **\$ 34,000.00**

Please feel free to contact me with any further questions or concerns regarding this Change Order.

Thanks again,  
Chris Chanler  
PM  
Fireproof Contractors Inc.

---

Houston

6904 Windfern Rd.  
P.O. Box 40100  
Houston, TX 77240-0100  
(713) 690-7600  
Fax: (713) 690-7635 [www.fireproofcontractors.com](http://www.fireproofcontractors.com)

Central Texas

P.O. Box 41928  
Austin, TX 78704-1928  
(512) 997-7600  
Fax: (512) 997-7677

## Williamson County Facilities - Job Cost Tracking Log

Project: North Campus Project # P324

Change Order #: 45

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	GMP Breakdown						GMP Total	Total Updated Contract Amount
				Cost of Work	CM Contingency	Owner Contingency	Buyout Savings (Current)	General Conditions	Construction Phase Fee		
Contract				\$ 18,027,145.00	\$ 406,771.00	\$ 406,772.00	\$ -	\$ 1,896,522.00	\$ 625,467.00	\$ 21,362,677.00	\$ 21,362,677.00
1	03/28/17		0	\$ 3,659.00	\$ -	\$ (3,659.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
2	03/28/17		10	\$ 114,186.00	\$ -	\$ (114,186.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
3	05/02/17		0	\$ 1,727.00	\$ -	\$ (1,727.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
4	05/02/17		0	\$ 19,494.00	\$ -	\$ (19,494.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
5	05/30/17		0	\$ 19,676.00	\$ (19,676.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
6	05/30/17		0	\$ 14,465.00	\$ (14,465.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
7	05/30/17		0	\$ 2,237.00	\$ -	\$ (2,237.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
8	05/30/17		0	\$ 3,450.00	\$ -	\$ (3,450.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
9	06/27/17		0	\$ 832.00	\$ -	\$ (832.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
10	06/27/17		0	\$ 285.00	\$ -	\$ (285.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
11	06/27/17		0	\$ 22,415.00	\$ -	\$ (22,415.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
12	06/27/17		0	\$ 11,221.00	\$ -	\$ (11,221.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
13	06/27/17		0	\$ (5,000.00)	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
14	06/27/17		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
15	06/27/17		0	\$ 79,584.00	\$ -	\$ (79,584.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
16	06/27/17		0	\$ 9,930.00	\$ -	\$ (9,930.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
17	09/12/17	A&E	0	\$ 2,450.00	\$ -	\$ -	\$ (2,450.00)	\$ -	\$ -	\$ -	\$ 21,362,677.00
18	09/12/17	A&E	0	\$ 1,747.00	\$ (1,747.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
19	09/12/17	Owner	0	\$ 577,128.00	\$ -	\$ -	\$ (577,128.00)	\$ -	\$ -	\$ -	\$ 21,362,677.00
20	12/05/17	A&E	0	\$ 5,784.00	\$ -	\$ (5,856.00)	\$ -	\$ 72.00	\$ -	\$ -	\$ 21,362,677.00
21	10/03/17	A&E	0	\$ 10,364.00	\$ (10,364.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
22	10/03/17	A&E	0	\$ 6,461.00	\$ (6,461.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
23	12/05/17	A&E	0	\$ 15,825.00	\$ (15,825.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
24	10/03/17	A&E	0	\$ 33,906.00	\$ (33,906.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
25	10/03/17	A&E	0	\$ 8,854.00	\$ (8,854.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
26	02/06/18	A&E	0	\$ (106.00)	\$ -	\$ 106.00	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
27	02/27/18	A&E	0	\$ 2,687.00	\$ -	\$ (2,687.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
28	PENDING REVIEW										\$ 21,362,677.00
29	02/06/18	A&E	0	\$ 3,647.00	\$ (3,647.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
30	10/24/17	Contractor		\$ (30,000.00)	\$ -	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
31	10/24/17	A&E		\$ 4,434.00	\$ -	\$ (4,434.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
32	11/14/17	A&E		\$ 6,816.00		\$ (6,816.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
33	PENDING REVIEW										\$ 21,362,677.00
34	11/14/17	Contractor		\$ 5,273.00	\$ (5,273.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
35	PENDING REVIEW										\$ 21,362,677.00
36	12/05/17	A&E	0	\$ 1,280.00	\$ (1,280.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
37	12/05/17	A&E	0	\$ 1,601.00	\$ (1,601.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
38	PENDING REVIEW										\$ 21,362,677.00
39	02/27/18	Contractor	15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
40	02/27/18	Contractor	0	\$ (6,292.00)	\$ -	\$ 6,292.00	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
41	02/06/18	Owner	0	\$ (50,311.00)	\$ -	\$ 50,311.00	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
42	02/27/18	Contractor	0	\$ (44,494.00)	\$ -	\$ 44,494.00	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
43	02/27/18	Owner	0	\$ 24,129.00	\$ -	\$ (24,129.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
44	02/27/18	Owner	0	\$ 4,882.00	\$ -	\$ (4,882.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
45			0	\$ 25,500.00	\$ (25,500.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
46	03/06/18	Owner	163	\$ (1,350,000.00)	\$ -	\$ -	\$ (135,504.00)	\$ 132,086.00	\$ 49,367.00	\$ -	\$ 21,362,677.00
			188	\$ 17,586,871.00	\$ 258,172.00	\$ 225,151.00	\$ (715,082.00)	\$ 2,028,680.00	\$ 674,834.00	\$ 20,058,626.00	\$ 21,362,677.00

**Commissioners Court - Regular Session****27.****Meeting Date:** 03/20/2018

North Campus Facility P324 - Change Order 47

**Submitted By:** Gina Wrehsnig, Infrastructure**Department:** Infrastructure**Division:** Building Maintenance**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County North Campus Project; Change Order #47 in the amount of \$1,126.00 for additional electrical work per ASI-041, which was executed by Dwayne Gossett, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded out of the Construction Managers Contingency.

**Background**

On September 6, 2016, the Williamson County Commissioners Court granted Dwayne Gossett, Williamson County Facilities Project Manager, with general authority to approve change orders for the Agreement for Construction Services with J. T. Vaughn Construction, LLC in relation to the Williamson County North Campus Project for any increase in costs up to a total maximum amount of \$30,000.00 in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**NCF Change Order 47NCF CO47 Funds

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 03/15/2018

**Reviewed By**

Wendy Coco

**Date**

03/15/2018 11:21 AM

Started On: 03/15/2018 10:29 AM



3171 SE Inner Loop  
Georgetown, TX  
78626

T: (512) 663-7461  
F: (512) 681-9752

February 22, 2018

Dwayne Gossett  
Williamson County, Texas  
3101 SE Inner Loop  
Georgetown, TX 78620

Re: North Campus Facilities  
Job No: 233901

Subj: Change Proposal No. 233901-0047

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of \$0 (zero) dollars to provide Cap, Bury, & Mark Location of HDPE Duct at Bldg. a per ASI-041 dated 1-26-18 for the above referenced project.

Our price is valid for Ten (10) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,  
VAUGHN CONSTRUCTION



Doug Boram

Attachments: Form B, Subcontractor Pricing Back-up

CC: Brody Harris - BLGY  
Mark Brown - BLGY

# FORM B

PROJECT: North Campus Facilities

CHANGE PROPOSAL NO: 233901-0047

QUOTATION :

Item	Labor	Materials	Subs	Total
Cap. Bury, & Mark Location of HDPE Duct at Bldg. a	\$0.00	\$0.00	\$1,112.00	\$1,112.00
Subcontractor Default Insurance	\$0.00	\$14.00	\$0.00	\$14.00
To Be Funded By Owners Contingency	\$0.00	\$(1,126.00)	\$0.00	\$(1,126.00)

Totals	\$0.00	\$(1,112.00)	\$1,112.00	\$0.00
Insurance, Tax, Benefits on Labor				\$0.00
Overhead				\$0.00
Fee on Subs				\$0.00
Fee on JTV				\$0.00
Bond				\$0.00
Remodel Tax				\$0.00
TOTAL				\$0.00

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 2/22/2018

Accepted

VAUGHN CONSTRUCTION

By: Dwaine Noroff

By: Doug Boram

Date \_\_\_\_\_

Proposal Valid for 10 Days

Williamson County  
Williamson County North Campus Facilities  
Vaughn Project No. 2339-01



### Funds Tracking Log

Updated: February 22, 2018

Change Proposal No.	Change Type & No.	Time Extension (Days)		GMP Breakdown						GMP #2339.01	Total Updated Contract Amount
		Pending	Approved	Cost of Work	CM Contingency	Owner Contingency	General Conditions	Buyout Savings	Construction Phase Fee		
N/A	GMP	-	-	\$18,195,395	\$406,771	\$406,771	\$1,896,522		\$625,467	\$21,530,926	\$21,530,926
1	OCO	0	0	\$3,659	\$0	(\$3,659)	\$0		\$0	\$0	\$21,530,926
2	OCO	10	10	\$114,186	\$0	(\$114,186)	\$0		\$0	\$0	\$21,530,926
3	OCO	0	0	\$1,727	\$0	(\$1,748)	\$21		\$0	\$0	\$21,530,926
4	OCO	0	0	\$19,494	\$0	(\$19,494)	\$0		\$0	\$0	\$21,530,926
5	OCO	0	0	\$19,676	(\$19,676)	\$0	\$0		\$0	\$0	\$21,530,926
6	OCO	0	0	\$14,465	(\$14,465)	\$0	\$0		\$0	\$0	\$21,530,926
7	OCO	0	0	\$2,237	\$0	(\$2,237)	\$0		\$0	\$0	\$21,530,926
8	OCO	0	0	\$3,450	\$0	(\$3,450)	\$0		\$0	\$0	\$21,530,926
9	OCO	0	0	\$832	\$0	(\$832)	\$0		\$0	\$0	\$21,530,926
10	OCO	0	0	\$285	\$0	(\$285)	\$0		\$0	\$0	\$21,530,926
11	OCO	0	0	\$22,415	\$0	(\$22,415)	\$0		\$0	\$0	\$21,530,926
12	OCO	0	0	\$11,221	\$0	(\$11,221)	\$0		\$0	\$0	\$21,530,926
13	OCO	0	0	(\$5,000)	\$0	\$5,000	\$0		\$0	\$0	\$21,530,926
14	OCO	0	0	\$0	\$0	\$0	\$0		\$0	\$0	\$21,530,926
15	OCO	0	0	\$79,584	\$0	(\$79,584)	\$0		\$0	\$0	\$21,530,926
16	OCO	0	0	\$9,930	\$0	(\$9,930)	\$0		\$0	\$0	\$21,530,926
17	OCO	0	0	\$2,450	(\$2,450)	\$0	\$0		\$0	\$0	\$21,530,926
18	OCO	0	0	\$1,747	(\$1,747)	\$0	\$0		\$0	\$0	\$21,530,926
19	OCO	0	0	(\$1,763)	\$0	\$0	\$1,763		\$0	\$0	\$21,530,926
20	OCO	0	0	\$5,784	\$0	(\$5,856)	\$72		\$0	\$0	\$21,530,926
21	OCO	0	0	\$10,364	(\$10,364)	\$0	\$0		\$0	\$0	\$21,530,926
22	OCO	0	0	\$6,410	(\$6,461)	\$0	\$51		\$0	\$0	\$21,530,926
23	OCO	0	0	\$15,825	(\$15,825)	\$0	\$0		\$0	\$0	\$21,530,926
24	OCO	0	0	\$33,487	(\$33,906)	\$0	\$419		\$0	\$0	\$21,530,926
25	OCO	0	0	\$8,854	(\$8,854)	\$0	\$0		\$0	\$0	\$21,530,926
26	OCO	0	0	(\$106)	\$0	\$106	\$0		\$0	\$0	\$21,530,926
27R	OCO	0	-	\$2,687	\$0	(\$2,687)	\$0		\$0	\$0	\$21,530,926
28	Void	0	0	\$0	\$0	\$0	\$0		\$0	\$0	\$21,530,926
29	OCO	0	0	\$3,647	(\$3,647)	\$0	\$0		\$0	\$0	\$21,530,926
30	OCO	0	0	(\$30,000)	\$0	\$30,000	\$0		\$0	\$0	\$21,530,926
31	OCO	0	0	\$4,434	\$0	(\$4,434)	\$0		\$0	\$0	\$21,530,926

32	OCO	0	0	\$6,816	\$0	(\$6,816)	\$0		\$0	\$0	\$21,530,926
33R	OCO	0	-	(\$28,265)	\$0	\$28,265	\$0		\$0	\$0	\$21,530,926
34	OCO	0	0	\$5,273	(\$5,273)	\$0	\$0		\$0	\$0	\$21,530,926
35	OCO	0	0	(\$168,250)	\$0	\$0	\$0		\$0	(\$168,250)	\$21,362,676
36	OCO	0	0	\$1,280	(\$1,280)	\$0	\$0		\$0	\$0	\$21,362,676
37	OCO	0	0	\$1,601	(\$1,601)	\$0	\$0		\$0	\$0	\$21,362,676
38R	OCO	0	-	\$4,646	(\$4,646)	\$0	\$0		\$0	\$0	\$21,362,676
39R	OCO	10	-	\$0	\$0	\$0	\$0		\$0	\$0	\$21,362,676
40R	OCO	0	-	(\$6,292)	\$0	\$6,292	\$0		\$0	\$0	\$21,362,676
41	OCO	0	0	(\$50,311)	\$0	\$50,311	\$0		\$0	\$0	\$21,362,676
42R	OCO	0	-	(\$44,494)	\$0	\$44,494	\$0		\$0	\$0	\$21,362,676
43R	OCO	0	-	\$24,129	\$0	(\$24,129)	\$0		\$0	\$0	\$21,362,676
44R	OCO	0	-	\$4,882	\$0	(\$4,882)	\$0		\$0	\$0	\$21,362,676
45R	OCO	0	-	\$25,500	(\$25,500)	\$0	\$0		\$0	\$0	\$21,362,676
46	OCO										
47	OCO	0	-	\$1,126	\$0	(\$1,126)	\$14		\$0	\$0	\$21,362,676
<b>HOLD (ASI-039 Fuel Station Modifications)</b>											
<b>Current Amounts</b>		<b>20</b>	<b>10</b>	<b>\$18,335,017</b>	<b>\$251,076</b>	<b>\$252,268</b>	<b>\$1,898,862</b>	<b>\$0</b>	<b>\$625,467</b>	<b>\$21,362,676</b>	<b>\$21,362,676</b>



Vaughn Construction  
 Mr. Doug Boram  
 3920 North IH 35  
 Austin, Texas 78751

February 12, 2018

Cap, bury and mark the  
 location of the HDPE duct at  
 Bldg. A

Reference: Williamson County North Campus Facility  
 Electrical Proposal PCO- 020

~~Install power for the new mini-split in the North stairwell. ASI 041~~

We are pleased to provide the following proposal for the additional work as requested by Vaughn Construction.

Total Cost

\$ 1,112.00

One-Thousand One-Hundred and Twelve dollars

Inclusions:

<u>Item No.</u>	<u>Description</u>
1	Cap, bury and mark the location of the HDPE duct at building A.
2	

**Qualifications:**

Price is firm for 30 days from the date of this proposal.

Excludes in-ground pull box.

If you have any questions, please feel free to call me at 512-369-5551.

Sincerely,

Schmidt Electric Company

Accepted By

Date

Scott Schwartz  
 Project Manager

cc: File



Electrical Proposal  
 Texas Electrical Contractors License Number 17947

## Williamson County Facilities - Job Cost Tracking Log

Project: North Campus Project # P324

Change Order #: 47

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	GMP Breakdown						GMP Total	Total Updated Contract Amount
				Cost of Work	CM Contingency	Owner Contingency	Buyout Savings (Current)	General Conditions	Construction Phase Fee		
Contract				\$ 18,027,145.00	\$ 406,771.00	\$ 406,772.00	\$ -	\$ 1,896,522.00	\$ 625,467.00	\$ 21,362,677.00	\$ 21,362,677.00
1	03/28/17		0	\$ 3,659.00	\$ -	\$ (3,659.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
2	03/28/17		10	\$ 114,186.00	\$ -	\$ (114,186.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
3	05/02/17		0	\$ 1,727.00	\$ -	\$ (1,727.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
4	05/02/17		0	\$ 19,494.00	\$ -	\$ (19,494.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
5	05/30/17		0	\$ 19,676.00	\$ (19,676.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
6	05/30/17		0	\$ 14,465.00	\$ (14,465.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
7	05/30/17		0	\$ 2,237.00	\$ -	\$ (2,237.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
8	05/30/17		0	\$ 3,450.00	\$ -	\$ (3,450.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
9	06/27/17		0	\$ 832.00	\$ -	\$ (832.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
10	06/27/17		0	\$ 285.00	\$ -	\$ (285.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
11	06/27/17		0	\$ 22,415.00	\$ -	\$ (22,415.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
12	06/27/17		0	\$ 11,221.00	\$ -	\$ (11,221.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
13	06/27/17		0	\$ (5,000.00)	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
14	06/27/17		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
15	06/27/17		0	\$ 79,584.00	\$ -	\$ (79,584.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
16	06/27/17		0	\$ 9,930.00	\$ -	\$ (9,930.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
17	09/12/17	A&E	0	\$ 2,450.00	\$ -	\$ -	\$ (2,450.00)	\$ -	\$ -	\$ -	\$ 21,362,677.00
18	09/12/17	A&E	0	\$ 1,747.00	\$ (1,747.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
19	09/12/17	Owner	0	\$ 577,128.00	\$ -	\$ -	\$ (577,128.00)	\$ -	\$ -	\$ -	\$ 21,362,677.00
20	12/05/17	A&E	0	\$ 5,784.00	\$ -	\$ (5,856.00)	\$ -	\$ 72.00	\$ -	\$ -	\$ 21,362,677.00
21	10/03/17	A&E	0	\$ 10,364.00	\$ (10,364.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
22	10/03/17	A&E	0	\$ 6,461.00	\$ (6,461.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
23	12/05/17	A&E	0	\$ 15,825.00	\$ (15,825.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
24	10/03/17	A&E	0	\$ 33,906.00	\$ (33,906.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
25	10/03/17	A&E	0	\$ 8,854.00	\$ (8,854.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
26	02/06/18	A&E	0	\$ (106.00)	\$ -	\$ 106.00	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
27	02/27/18	A&E	0	\$ 2,687.00	\$ -	\$ (2,687.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
28	PENDING REVIEW										\$ 21,362,677.00
29	02/06/18	A&E	0	\$ 3,647.00	\$ (3,647.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
30	10/24/17	Contractor		\$ (30,000.00)	\$ -	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
31	10/24/17	A&E		\$ 4,434.00	\$ -	\$ (4,434.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
32	11/14/17	A&E		\$ 6,816.00		\$ (6,816.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
33	PENDING REVIEW										\$ 21,362,677.00
34	11/14/17	Contractor		\$ 5,273.00	\$ (5,273.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
35	PENDING REVIEW										\$ 21,362,677.00
36	12/05/17	A&E	0	\$ 1,280.00	\$ (1,280.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
37	12/05/17	A&E	0	\$ 1,601.00	\$ (1,601.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
38	PENDING REVIEW										\$ 21,362,677.00
39	02/27/18	Contractor	15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
40	02/27/18	Contractor	0	\$ (6,292.00)	\$ -	\$ 6,292.00	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
41	02/06/18	Owner	0	\$ (50,311.00)	\$ -	\$ 50,311.00	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
42	02/27/18	Contractor	0	\$ (44,494.00)	\$ -	\$ 44,494.00	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
43	02/27/18	Owner	0	\$ 24,129.00	\$ -	\$ (24,129.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
44	02/27/18	Owner	0	\$ 4,882.00	\$ -	\$ (4,882.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
45			0	\$ 25,500.00	\$ (25,500.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
46	03/06/18	Owner	163	\$ (1,350,000.00)	\$ -	\$ -	\$ (135,504.00)	\$ 132,086.00	\$ 49,367.00	\$ -	\$ 21,362,677.00
47			0	\$ 1,126.00	\$ -	\$ (1,126.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
			188	\$ 17,587,997.00	\$ 258,172.00	\$ 224,025.00	\$ (715,082.00)	\$ 2,028,680.00	\$ 674,834.00	\$ 20,058,626.00	\$ 21,362,677.00

**Commissioners Court - Regular Session****28.****Meeting Date:** 03/20/2018

North Campus Facility P324 - Change Order 51

**Submitted By:** Gina Wrehsnig, Infrastructure**Department:** Infrastructure**Division:** Building Maintenance**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County North Campus Project; Change Order #51 in the amount of \$5,759.00 for upgrading from Cat6 punch-down panels to modular type Cat6 panels, which was executed by Dwayne Gossett, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is to be funded by the Owners Contingency.

**Background**

On September 6, 2016, the Williamson County Commissioners Court granted Dwayne Gossett, Williamson County Facilities Project Manager, with general authority to approve change orders for the Agreement for Construction Services with J. T. Vaughn Construction, LLC in relation to the Williamson County North Campus Project for any increase in costs up to a total maximum amount of \$30,000.00 in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**[NCF Change Order 51](#)[NCF CO51 Funds](#)

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 03/15/2018

**Reviewed By**

Wendy Coco

**Date**

03/15/2018 11:21 AM

Started On: 03/15/2018 10:31 AM



3171 SE Inner Loop  
Georgetown, TX  
78626

T: (512) 663-7461  
F: (512) 681-9752

March 09, 2018

Dwayne Gossett  
Williamson County, Texas  
3101 SE Inner Loop  
Georgetown, TX 78620

Re: North Campus Facilities

Job No: 233901

Subj: Change Proposal No. 233901-0051

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of \$0 (zero) dollars to provide Provide & Install Modular CAT6 Panel in lieu of 110 Punchdown Type Panels for the above referenced project.

Our price is valid for Ten (10) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,  
VAUGHN CONSTRUCTION

A handwritten signature in blue ink, appearing to read "Doug Boram".

Doug Boram

Attachments: Form B, Subcontractor Pricing Back-up

CC: Brody Harris - BLGY  
Mark Brown - BLGY

# FORM B

PROJECT: North Campus Facilities

CHANGE PROPOSAL NO: 233901-0051

QUOTATION :

Item	Labor	Materials	Subs	Total
Provide & Install Modular CAT6 Panel in lieu of 110 Punchdown Type Panels	\$0.00	\$0.00	\$5,759.00	\$5,759.00
To Be Funded By Owners Contingency	\$0.00	\$(5,759.00)	\$0.00	\$(5,759.00)

Totals	\$0.00	\$(5,759.00)	\$5,759.00	\$0.00
Insurance, Tax, Benefits on Labor				\$0.00
Overhead				\$0.00
Fee on Subs				\$0.00
Fee on JTV				\$0.00
Bond				\$0.00
Remodel Tax				\$0.00
TOTAL				\$0.00

TIME EXTENSION TO CONTRACT: 4 Days

Submitted Date: 3/9/2018

Accepted

VAUGHN CONSTRUCTION

By: Dwayne Jones

By: Doug Boram

Date \_\_\_\_\_

Proposal Valid for 10 Days

Williamson County  
Williamson County North Campus Facilities  
Vaughn Project No. 2339-01



### Funds Tracking Log

Change Proposal No.	Change Type & No.	Time Extension (Days)		GMP Breakdown						GMP #2339.01	Total Updated Contract Amount
		Pending	Approved	Cost of Work	CM Contingency	Owner Contingency	General Conditions	Buyout Savings	Construction Phase Fee		
N/A	GMP	-	-	\$18,195,395	\$406,771	\$406,771	\$1,896,522		\$625,467	\$21,530,926	\$21,530,926
1	OCO	0	0	\$3,659	\$0	(\$3,659)	\$0		\$0	\$0	\$21,530,926
2	OCO	10	10	\$114,186	\$0	(\$114,186)	\$0		\$0	\$0	\$21,530,926
3	OCO	0	0	\$1,727	\$0	(\$1,748)	\$21		\$0	\$0	\$21,530,926
4	OCO	0	0	\$19,494	\$0	(\$19,494)	\$0		\$0	\$0	\$21,530,926
5	OCO	0	0	\$19,676	(\$19,676)	\$0	\$0		\$0	\$0	\$21,530,926
6	OCO	0	0	\$14,465	(\$14,465)	\$0	\$0		\$0	\$0	\$21,530,926
7	OCO	0	0	\$2,237	\$0	(\$2,237)	\$0		\$0	\$0	\$21,530,926
8	OCO	0	0	\$3,450	\$0	(\$3,450)	\$0		\$0	\$0	\$21,530,926
9	OCO	0	0	\$832	\$0	(\$832)	\$0		\$0	\$0	\$21,530,926
10	OCO	0	0	\$285	\$0	(\$285)	\$0		\$0	\$0	\$21,530,926
11	OCO	0	0	\$22,415	\$0	(\$22,415)	\$0		\$0	\$0	\$21,530,926
12	OCO	0	0	\$11,221	\$0	(\$11,221)	\$0		\$0	\$0	\$21,530,926
13	OCO	0	0	(\$5,000)	\$0	\$5,000	\$0		\$0	\$0	\$21,530,926
14	OCO	0	0	\$0	\$0	\$0	\$0		\$0	\$0	\$21,530,926
15	OCO	0	0	\$79,584	\$0	(\$79,584)	\$0		\$0	\$0	\$21,530,926
16	OCO	0	0	\$9,930	\$0	(\$9,930)	\$0		\$0	\$0	\$21,530,926
17	OCO	0	0	\$2,450	(\$2,450)	\$0	\$0		\$0	\$0	\$21,530,926
18	OCO	0	0	\$1,747	(\$1,747)	\$0	\$0		\$0	\$0	\$21,530,926
19	OCO	0	0	(\$1,763)	\$0	\$0	\$1,763		\$0	\$0	\$21,530,926
20	OCO	0	0	\$5,784	\$0	(\$5,856)	\$72		\$0	\$0	\$21,530,926
21	OCO	0	0	\$10,364	(\$10,364)	\$0	\$0		\$0	\$0	\$21,530,926
22	OCO	0	0	\$6,410	(\$6,461)	\$0	\$51		\$0	\$0	\$21,530,926
23	OCO	0	0	\$15,825	(\$15,825)	\$0	\$0		\$0	\$0	\$21,530,926
24	OCO	0	0	\$33,487	(\$33,906)	\$0	\$419		\$0	\$0	\$21,530,926
25	OCO	0	0	\$8,854	(\$8,854)	\$0	\$0		\$0	\$0	\$21,530,926
26	OCO	0	0	(\$106)	\$0	\$106	\$0		\$0	\$0	\$21,530,926
27R	OCO	0	0	\$2,687	\$0	(\$2,687)	\$0		\$0	\$0	\$21,530,926
28	Void	0	0	\$0	\$0	\$0	\$0		\$0	\$0	\$21,530,926
29	OCO	0	0	\$3,647	(\$3,647)	\$0	\$0		\$0	\$0	\$21,530,926
30	OCO	0	0	(\$30,000)	\$0	\$30,000	\$0		\$0	\$0	\$21,530,926
31	OCO	0	0	\$4,434	\$0	(\$4,434)	\$0		\$0	\$0	\$21,530,926

32	OCO	0	0	\$6,816	\$0	(\$6,816)	\$0		\$0	\$0	\$21,530,926
33R	OCO	0	-	(\$28,265)	\$0	\$28,265	\$0		\$0	\$0	\$21,530,926
34	OCO	0	0	\$5,273	(\$5,273)	\$0	\$0		\$0	\$0	\$21,530,926
35	OCO	0	0	(\$168,250)	\$0	\$0	\$0		\$0	(\$168,250)	\$21,362,676
36	OCO	0	0	\$1,280	(\$1,280)	\$0	\$0		\$0	\$0	\$21,362,676
37	OCO	0	0	\$1,601	(\$1,601)	\$0	\$0		\$0	\$0	\$21,362,676
38R	OCO	0	-	\$4,646	(\$4,646)	\$0	\$0		\$0	\$0	\$21,362,676
39R	OCO	10	10	\$0	\$0	\$0	\$0		\$0	\$0	\$21,362,676
40R	OCO	0	0	(\$6,292)	\$0	\$6,292	\$0		\$0	\$0	\$21,362,676
41	OCO	0	0	(\$50,311)	\$0	\$50,311	\$0		\$0	\$0	\$21,362,676
42R	OCO	0	-	(\$44,494)	\$0	\$44,494	\$0		\$0	\$0	\$21,362,676
43R	OCO	0	0	\$24,129	\$0	(\$24,129)	\$0		\$0	\$0	\$21,362,676
44R	OCO	0	0	\$4,882	\$0	(\$4,882)	\$0		\$0	\$0	\$21,362,676
45R	OCO	0	-	\$25,500	(\$25,500)	\$0	\$0		\$0	\$0	\$21,362,676
46	OCO	120	-	\$1,304,051	\$0	\$0	\$132,086	(\$135,504)	\$49,367	\$1,350,000	\$22,712,676
47	OCO	0	-	\$1,112	\$0	(\$1,126)	\$14		\$0	\$0	\$22,712,676
48	OCO	0	-	\$35,771	\$0	(\$36,181)	\$410		\$0	\$0	\$22,712,676
49	OCO	0	0	\$2,541	(\$2,573)	\$0	\$32		\$0	\$0	\$22,712,676
50	OCO	4	-	\$4,392	(\$4,392)	\$0	\$0		\$0	\$0	\$22,712,676
51	OCO	4	-	\$5,759	\$0	(\$5,759)	\$0		\$0	\$0	\$22,712,676
Current Amounts		148	20	\$19,687,517	\$244,111	\$210,328	\$2,031,390	(\$135,504)	\$674,834	\$22,712,676	\$22,712,676



# REQUEST FOR CHANGE

<b>RFC #</b>	<b>002</b>
<b>RFC Date</b>	<b>2/28/2018</b>
<b>Project Name:</b>	<b>Wilco North Campus Facilities</b>
<b>Project Number:</b>	
<b>Page Number:</b>	<b>1</b>

Client Address:

**Vaughn Construction**  
3171 SE Inner Loop  
Georgetown, TX 78626

---

## **Work Description**

We are pleased to offer the following change proposal for your review. Titus Group proposes to furnish labor and material for a complete structured cable installation in accordance with **CAT6 Panel Change from 110 to Modular** dated 2/28/2018.

**RFC# 002 PRICE: 5,759.00**

### **SCOPE:**

This proposal includes the material cost & additional labor required to change all CAT6 110 punchdown type panels to modular type panels & remove all horizontal wire managers.

1. Remove all previously installed 110 punchdown type panels & horizontal wire managers from buildings H & D.  
(Twelve 110 punchdown panels were already installed & 96 cables terminated)
2. Re-dress & Terminate 96 cables that were already terminated in building H on 110 punchdown panels.

### **EXCLUSIONS:**

1. Hoisting or lifting.
2. Cutting or patching of concrete, masonry, brick, etc.
3. Cutting or patching of sheetrock, plaster, etc.
4. Painting or priming of any kind.
5. Overtime, expediting fees.
6. Plywood Backboards
7. Man Lifts.
8. Floor Cores/Sleeves.
9. Fire stopping sleeves/conduits.

### **CLARIFICATIONS:**

1. Pricing is valid for 15 days from date of this change proposal
2. Titus Systems reserves the right to withdraw this proposal upon discovery of information that may alter this proposal's scope and final amount.

If you have any questions regarding this proposal please contact me at (737) 215-1644.

Sincerely,  
Titus Systems, LLC.

Brian Elliott  
Project Manager

---

## **Itemized Breakdown**

---

# REQUEST FOR CHANGE

Client Address:

**Vaughn Construction**  
3171 SE Inner Loop  
Georgetown, TX 78626

**RFC #**

**RFC Date**

**Project Name:**

**Project Number:**

**Page Number:**

**002**

2/28/2018

Wilco North Campus Facilities

2

Description	Qty	Net Price U	Total Mat.	Labor U	Total Hrs.
48-Port CAT6 Mod Pnl (No Lab	16	49.03 E	784.48	0.00 E	0.00
24-Port CAT6 Mod Pnl (No Lab	2	27.40 E	54.80	0.00 E	0.00
CAT6 Modular Jack (No Labor)	621	5.14 E	3,191.94	0.00 E	0.00
Replace CAT6 Panel (Labor Or	12	0.00 E	0.00	0.50 E	6.00
Term CAT6 Jack (Labor Only)	96	0.00 E	0.00	0.10 E	9.60
<b>Totals</b>	<b>747</b>		<b>4,031.22</b>		<b>15.60</b>

## Summary

### MATERIAL

#### Total Material

Direct Labor  
Indirect Labor

546.00  
170.00

**4,031.22**

#### Total Labor

General Expenses

**716.00**  
21.84

#### Subtotal

Overhead (@ 15.000 %)  
Markup (@ 5.000 %)

715.36  
274.22

**4,769.06**

#### Subtotal

Final Adjustment

**5,758.64**  
0.36

#### Final Amount

**\$5,759.00**

## Williamson County Facilities - Job Cost Tracking Log

Project: North Campus Project # P324

Change Order #: 51

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	GMP Breakdown						GMP Total	Total Updated Contract Amount
				Cost of Work	CM Contingency	Owner Contingency	Buyout Savings (Current)	General Conditions	Construction Phase Fee		
Contract				\$ 18,027,145.00	\$ 406,771.00	\$ 406,772.00	\$ -	\$ 1,896,522.00	\$ 625,467.00	\$ 21,362,677.00	\$ 21,362,677.00
1	03/28/17		0	\$ 3,659.00	\$ -	\$ (3,659.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
2	03/28/17		10	\$ 114,186.00	\$ -	\$ (114,186.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
3	05/02/17		0	\$ 1,727.00	\$ -	\$ (1,727.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
4	05/02/17		0	\$ 19,494.00	\$ -	\$ (19,494.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
5	05/30/17		0	\$ 19,676.00	\$ (19,676.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
6	05/30/17		0	\$ 14,465.00	\$ (14,465.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
7	05/30/17		0	\$ 2,237.00	\$ -	\$ (2,237.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
8	05/30/17		0	\$ 3,450.00	\$ -	\$ (3,450.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
9	06/27/17		0	\$ 832.00	\$ -	\$ (832.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
10	06/27/17		0	\$ 285.00	\$ -	\$ (285.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
11	06/27/17		0	\$ 22,415.00	\$ -	\$ (22,415.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
12	06/27/17		0	\$ 11,221.00	\$ -	\$ (11,221.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
13	06/27/17		0	\$ (5,000.00)	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
14	06/27/17		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
15	06/27/17		0	\$ 79,584.00	\$ -	\$ (79,584.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
16	06/27/17		0	\$ 9,930.00	\$ -	\$ (9,930.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
17	09/12/17	A&E	0	\$ 2,450.00	\$ -	\$ -	\$ (2,450.00)	\$ -	\$ -	\$ -	\$ 21,362,677.00
18	09/12/17	A&E	0	\$ 1,747.00	\$ (1,747.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
19	09/12/17	Owner	0	\$ 577,128.00	\$ -	\$ -	\$ (577,128.00)	\$ -	\$ -	\$ -	\$ 21,362,677.00
20	12/05/17	A&E	0	\$ 5,784.00	\$ -	\$ (5,856.00)	\$ -	\$ 72.00	\$ -	\$ -	\$ 21,362,677.00
21	10/03/17	A&E	0	\$ 10,364.00	\$ (10,364.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
22	10/03/17	A&E	0	\$ 6,461.00	\$ (6,461.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
23	12/05/17	A&E	0	\$ 15,825.00	\$ (15,825.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
24	10/03/17	A&E	0	\$ 33,906.00	\$ (33,906.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
25	10/03/17	A&E	0	\$ 8,854.00	\$ (8,854.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
26	02/06/18	A&E	0	\$ (106.00)	\$ -	\$ 106.00	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
27	02/27/18	A&E	0	\$ 2,687.00	\$ -	\$ (2,687.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
28	PENDING REVIEW										\$ 21,362,677.00
29	02/06/18	A&E	0	\$ 3,647.00	\$ (3,647.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
30	10/24/17	Contractor		\$ (30,000.00)	\$ -	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
31	10/24/17	A&E		\$ 4,434.00	\$ -	\$ (4,434.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
32	11/14/17	A&E		\$ 6,816.00		\$ (6,816.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
33	PENDING REVIEW										\$ 21,362,677.00
34	11/14/17	Contractor		\$ 5,273.00	\$ (5,273.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
35	PENDING REVIEW										\$ 21,362,677.00
36	12/05/17	A&E	0	\$ 1,280.00	\$ (1,280.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
37	12/05/17	A&E	0	\$ 1,601.00	\$ (1,601.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
38	PENDING REVIEW										\$ 21,362,677.00
39	02/27/18	Contractor	15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
40	02/27/18	Contractor	0	\$ (6,292.00)	\$ -	\$ 6,292.00	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
41	02/06/18	Owner	0	\$ (50,311.00)	\$ -	\$ 50,311.00	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
42	02/27/18	Contractor	0	\$ (44,494.00)	\$ -	\$ 44,494.00	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
43	02/27/18	Owner	0	\$ 24,129.00	\$ -	\$ (24,129.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
44	02/27/18	Owner	0	\$ 4,882.00	\$ -	\$ (4,882.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
45			0	\$ 25,500.00	\$ (25,500.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
46	03/06/18	Owner	163	\$ (1,350,000.00)	\$ -	\$ -	\$ (135,504.00)	\$ 132,086.00	\$ 49,367.00	\$ -	\$ 21,362,677.00
47			0	\$ 1,126.00	\$ -	\$ (1,126.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
48			0	\$ 36,181.00	\$ -	\$ (36,181.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
49	PENDING REVIEW										\$ 21,362,677.00
50	PENDING REVIEW										\$ 21,362,677.00
51			4	\$ 5,759.00	\$ -	\$ (5,759.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
			192	\$ 17,629,937.00	\$ 258,172.00	\$ 182,085.00	\$ (715,082.00)	\$ 2,028,680.00	\$ 674,834.00	\$ 20,058,626.00	\$ 21,362,677.00

**Commissioners Court - Regular Session****29.****Meeting Date:** 03/20/2018

Georgetown Annex P325 - Change Order 6

**Submitted By:** Gina Wrehsnig, Infrastructure**Department:** Infrastructure**Division:** Building Maintenance**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on accepting and approving a report on the Georgetown Annex Project; Change Order # 6 in the amount of \$19,151.00 to approve funding for light pole relocation and flooring changes, which was executed by Dale Butler, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded by the Owner's Contingency.

**Background**

On September 6, 2016, the Williamson County Commissioners Court granted Dale Butler, Williamson County Facilities Project Manager, with general authority to approve change orders for the Agreement for Construction Services with Chasco Constructors, LTD, L.L.P. in relation to the Williamson County Georgetown Annex Project for any increase in costs up to a total maximum amount of \$30,000.00 in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**GTA Change Order 6GTA CO6 Funds

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 03/15/2018

**Reviewed By**

Wendy Coco

**Date**

03/15/2018 12:15 PM

Started On: 03/15/2018 11:43 AM



## Change Order

ORIGINAL

P.O. BOX 1057  
ROUND ROCK, TX 78680  
Ph : 512-244-0600

**Project:**

20-15092 WILCO ANNEX - GC  
151 WILCO WAY  
GEORGETOWN, TX

**Change Order: 6**

**Date:** 2/8/2018

**Architect's Project:**

**To Contractor:**

CHASCO CONSTRUCTORS  
P.O. BOX 1057  
ROUND ROCK, TX 78680

**The Contract is changed as follows:**

Light Conduit, Stair Tread and Tile Resize

- 13 Remove existing pole & base; relocate light pole w new base
- 14 Stair Tread Change per KAH
- 15 Resize/cut tile per KAH

	\$0.00
	\$0.00
	\$0.00
<b>Total:</b>	<u>\$0.00</u>

The original Contract Amount was

\$14,919,081.00

Net change by previously authorized Change Orders

\$0.00

The Contract Amount prior to this Change Order was

\$14,919,081.00

The Contract will be increased by this Change Order in the amount of

\$0.00

The new Contract Amount including this Change Order will be

\$14,919,081.00

The date of Substantial Completion as of the date of this Change Order therefore is

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACT AND OWNER.**

**ARCHITECT**

CHASCO CONSTRUCTORS

CONTRACTOR

P.O. BOX 1057

ROUND ROCK, TX 78680

**OWNER**



(Signature)

By Keith A. Hickman

Date

2 March 2018

(Signature)

By Bill Bambrick

Date

2-14-18



(Signature)

By Dale Butler

Date

3-2-18



P.O. BOX 1057  
ROUND ROCK, TX 78680  
Ph : 512-244-0600

Change Request

To: Dale Butler  
WILLIAMSON COUNTY, TEXAS  
710 MAIN STREET, STE 101  
GEORGETOWN, TX 78626

Number: 13  
Date: 2/8/18  
Job: 20-15092 WILCO ANNEX - GC  
Phone:

Description: Remove existing pole & base; relocate light pole w new base

We are pleased to offer the following specifications and pricing to make the following changes:  
Pricing to drop existing light and extend conduit to new light pole base 45' south of current location. Pull in new conductors and restand existing pole. New light pole base by others.

Item#	Description	Price
	Remove/Demo existing light pole, reinstall light pole and new base	\$8,670.00
	OWNER PROJECT CONTINGENCY	\$-8,670.00
	Subtotal:	\$0.00
	Total:	\$0.00

If you have any questions, please contact me at (512)244-0600.

Submitted by: Bill Bambrick  
CHASCO CONSTRUCTORS

Approved by: \_\_\_\_\_  
Date: \_\_\_\_\_

Cc:



CHANGE ORDER #  
CHAS01-04

DATE: January 15, 2018  
NAME: Bill Bambrick  
COMPANY: Chasco Constructors  
RE: Williamson County Annex

Description: Pricing to drop existing light and extend conduit to new light pole base 45' south of current location. Pull in new conductors and restand existing pole. New light pole base by others. See

CHANGE ORDER REQUEST

MATERIAL (SEE ATTACHED)

\$1,656.33

MATERIAL TOTAL

\$1,656.33

LABOR

26.09 ELECTRICIAN HOURS AT \$45.00 /HOUR \$1,174.05

LABOR TOTAL

\$1,174.05

MISCELLANEOUS EXPENSES

FREIGHT

\$0.00

EQUIPMENT RENTAL

\$2,500.00

EXPEDITE SHIPPING COST

\$0.00

MISCELLANEOUS TOTAL

\$2,500.00

\*\*\* ADDITIONAL TIME REQUEST \*\*\*

THIS CHANGE ORDER WILL ADD 2 DAYS TO THE CONSTRUCTION SCHEDULE. SHOULD CHANGE ORDER WORK BE APPROVED WITH NO ADDITIONAL TIME GIVEN OVERTIME LABOR WILL ADD TO THE CHANGE ORDER PRICE AS FOLLOWS:

ELECTRICIAN O.T 26.09 X \$45.00 X 1/2 = \$587.03

MATERIAL

\$1,656.33

MISCELLANEOUS

\$2,500.00

LABOR

\$1,174.05

SUBTOTAL

\$5,330.38

O & P 10%

\$533.04

Bond Adder

\$234.54

TOTAL

\$6,098.00

ADD TO CHANGE ORDER

IF WORK IS DONE AT OVERTIME

LABOR with BURDEN \$587.03

OH&P 10% \$58.70

Bond Adder 4% \$25.83

TOTAL

\$6,770.00

COLVIN ELECTRIC, INC. • 3901 KELLY LANE • PFLUGERVILLE, TEXAS 78660 • (512) 388-2271

Regulated by the Texas Department of Licensing and Regulations

P.O. Box 12157, Austin, TX, 78711

1-800-803-9292, 512-463-6599

License: TECL #17495

website: [www.license.state.tx.us/complaints](http://www.license.state.tx.us/complaints)

Job Name: Williamson Co Annex

Job Number: 131

Extension Name: CHAS01-04 Existing Light Pole Relocation

**[Items and ByProducts]**

Material Filter: <None>  
Report: Price 1 & CO 1 by CC

Item #	Item Name	Quantity	Price 1	U	Ext Price 1	CO Lbr 1	U	CO Lbr 1 Ext	CCode
--------	-----------	----------	---------	---	-------------	----------	---	--------------	-------

Label Set: Combined, Combined, Combined, Combined, Combined

CCode: Cleanup

69,222 1 HOUR LABOR (RE-INSTALL LIGHT POLE

CCode: Demolition

69,226 1 HOUR LABOR (REMOVE & MAKE SAFE)

CCode: Misc.

69,201 1 DOLLAR MATERIAL (MISC.)

CCode: Branch Rough

2.029 1 GRC 90 ELBOW

2.236 1 GRC COUPLING

7809 1 PYC 40

8 303 1 PVC COUPLING

8 325 1 PVC FEMALE ADPT

CCODE: Lighting Fixtures

23 109 TYPE S1 LED FIVE-TUBE HEAD ONLY

23/03/2016 11:46:33 UNIVERSAL BOLE MOUNT ADAPTOR

100117017/GEN/NO 766/13

38 388 MANHATTAN ST EAST 111A 111A

20,200 THANDHOLE FILE-CAST 10

09/22/93 THORNTON (HAND DIG)

ccode: <https://github.com/GoogleCloudPlatform/terraform-google-cloud-logging>

CCODE: BLANCH WINE

12 10 THIN CO STRANDED

CLode: Feeder wire

13 8 THHN CO STRANDED

121 6 BAKE CO SOLID

**[Items and ByProducts] Total:**

\$1,656.33

60.97

Notes:  
Freight Allowed if Ground Service, 6-8 weeks lead time.  
Demo of existing light pole base by others.

Courtesy of McCormick Systems Inc.

Page 2

1/15/2018 9:04 AM

---

**Bill Bambrick**

**From:** Cassie Hudak  
**Sent:** Monday, February 12, 2018 9:51 AM  
**To:** Bill Bambrick  
**Subject:** RE: Wilco Annex

1 ea @ \$1900.00

Let me know if you need anything else.

**Cassie Hudak**  
*Estimator*



General Contractor  
Construction Manager  
Excavation  
Concrete  
Utilities

P.O. Box 1057  
Round Rock, TX 78680  
Tel: (512) 244-0600  
Mobile: (512) 820-0185  
Fax: (512) 244-6085  
[www.chasco.com](http://www.chasco.com)



**From:** Bill Bambrick  
**Sent:** Friday, February 9, 2018 12:45 PM  
**To:** Cassie Hudak <[cassie@chasco.com](mailto:cassie@chasco.com)>  
**Cc:** Mark Lee <[Mark.Lee@chasco.com](mailto:Mark.Lee@chasco.com)>; Rick Risener <[rick@chasco.com](mailto:rick@chasco.com)>  
**Subject:** RE: Wilco Annex

Thanks!

**Bill Bambrick**  
*Senior Project Manager*



General Contractor  
Construction Manager  
Excavation  
Concrete  
Utilities

P.O. Box 1057  
Round Rock, TX 78680  
Tel: (512) 244-0600  
Fax: (512) 244-0489  
[www.chasco.com](http://www.chasco.com)



**From:** Cassie Hudak  
**Sent:** Friday, February 9, 2018 12:45 PM  
**To:** Bill Bambrick <[bill@chasco.com](mailto:bill@chasco.com)>  
**Cc:** Mark Lee <[Mark.Lee@chasco.com](mailto:Mark.Lee@chasco.com)>; Rick Risener <[rick@chasco.com](mailto:rick@chasco.com)>  
**Subject:** RE: Wilco Annex

Yes sir.

**Cassie Hudak**  
*Estimator*



General Contractor  
Construction Manager  
Excavation  
Concrete  
Utilities

P.O. Box 1057  
Round Rock, TX 78680  
Tel: (512) 244-0600  
Mobile: (512) 820-0185  
Fax: (512) 244-6085  
www.chasco.com



**From:** Bill Bambrick

**Sent:** Friday, February 9, 2018 11:15 AM

**To:** Mark Lee <[Mark.Lee@chasco.com](mailto:Mark.Lee@chasco.com)>; Rick Risener <[rick@chasco.com](mailto:rick@chasco.com)>

**Cc:** Cassie Hudak <[cassie@chasco.com](mailto:cassie@chasco.com)>

**Subject:** RE: Wilco Annex

Rick & Cassie,

Can you have the pricing for the work Mark describes below by Monday?

Thanks,

**Bill Bambrick**  
*Senior Project Manager*



General Contractor  
Construction Manager  
Excavation  
Concrete  
Utilities

P.O. Box 1057  
Round Rock, TX 78680  
Tel: (512) 244-0600  
Fax: (512) 244-0489  
www.chasco.com



**From:** Mark Lee

**Sent:** Friday, February 9, 2018 11:12 AM

**To:** Bill Bambrick <[bill@chasco.com](mailto:bill@chasco.com)>; Rick Risener <[rick@chasco.com](mailto:rick@chasco.com)>

**Cc:** Cassie Hudak <[cassie@chasco.com](mailto:cassie@chasco.com)>

**Subject:** RE: Wilco Annex

Demo existing pole = 1 hour with excavator  
Haul off = 1 bobtail load  
Drill 1 hole – Burl Couch  
Pole Base = 24" diameter x 11' long (deep) w/ 6 - #6 verts and #3 ties at 12" o.c.  
~ 2 yards concrete

**Mark Lee**  
*Building Superintendent*



General Contractor  
Construction Manager  
Excavation  
Concrete  
Utilities

P.O. Box 1057  
Round Rock, TX 78680  
Tel: (512) 244-0600  
Mobile: (512) 992-5863  
Fax: (512) 244-0489  
www.chasco.com



**From:** Bill Bambrick

**Sent:** Friday, February 9, 2018 10:45 AM

**To:** Rick Risener <[rick@chasco.com](mailto:rick@chasco.com)>; Mark Lee <[Mark.Lee@chasco.com](mailto:Mark.Lee@chasco.com)>

**Cc:** Cassie Hudak <[cassie@chasco.com](mailto:cassie@chasco.com)>

**Subject:** Wilco Annex

Rick,

There was an existing light pole and concrete pole base that was in conflict with one of our new concrete approaches. The electrician removed the light pole, Chasco demoed the existing pole base and poured a new pole base. The electrician re-stood and rewired the pole at its new location. I have the electricians price but I need a price for Chasco's work. If more info is needed Mark Lee can provide.

Thanks,

**Bill Bambrick**  
*Senior Project Manager*



General Contractor  
Construction Manager  
Excavation  
Concrete  
Utilities

P.O. Box 1057  
Round Rock, TX 78680  
Tel: (512) 244-0600  
Fax: (512) 244-0489  
[www.chasco.com](http://www.chasco.com)





P.O. BOX 1057  
ROUND ROCK, TX 78680  
Ph : 512-244-0600

Change Request

To: Flooring Solutions Inc

Number: 14

Date: 2/8/18

Job: 20-15092 WILCO ANNEX - GC

Phone:

Description: Stair Tread Change per KAH

We are pleased to offer the following specifications and pricing to make the following changes:

- 1. DELETE - Stair Treads supplied and installed - KS - Per Spec Book Stairs 121 ANS 122  
Stair Tread - Rubber #80 RIB Design - SN  
\$-6060.00
- 2. DELETE - Stair Treads supplied and installed - KS - Per Spec Book Stairs 118  
Stair Tread - Rubber #180 RIB Design - SN  
\$-4,556.00
- 3. ADD - Stair Treads supplied and installed - KS - Per Spec Book Stairs 121 ANS 122  
Stair Tread - Rubber #96 Raised Circular Vantage DesignW/RSR - SN  
\$7,135.00
- 4. ADD - Stair Treads supplied and installed - KS - Per Spec Book Stairs 118  
Stair Tread - Rubber #96 Raised Circular Vantage DesignW/RSR - SN  
\$10,054.00

Item#	Description	Price
	Stair Tread Change	\$6,573.00
	OWNER PROJECT CONTINGENCY	\$-6,573.00
	Subtotal:	\$0.00
	Total:	\$0.00

If you have any questions, please contact me at (512)244-0600.

Submitted by: Bill Bambrick  
CHASCO CONSTRUCTORS

Approved by: \_\_\_\_\_  
Date: \_\_\_\_\_

Cc:

12/27/2017

12/27/2017

**To:**

MARK CAIN

**Customer PO:**

15092-WO05



8606 Wall Street, Building 16  
Austin, TX 78754  
Phone: (512) 335-8089 / Fax:

Phone : (512) 335-8089 / Fax: (512) 258-2581

# Change Order Request

53302

**Job No:** 12061

Request #: 1

CO #: 0

**Invoice To:**

## Chasco Constructors

P.O.Box 1057

Round Rock, TX 78680

**Job Name:**

WILLIAMSON COUNTY ANNEX - 6-27-17

151 WILCO WAY

GEORGETOWN, TX

**MARK CAIN**

Phone: (512) 244-0600-

Cell:

**Pager:**

Fax: (512) 244-6087-

**From:**

**Kyle Sanguinet**

**Project Manager:**

H, Eli

**Estimator:**

Description of Change Order Request:

KS-STAIR TREAD CHANGE

KS - STAIR TREAD CHANGE

**DELETE**

MANUFACTURER:			STYLE:		
COLOR NAME:	COLOR NUMBER:	UOM:	QUANTITY:	UNIT PRICE:	TOTAL PRICE:
<b>1 STAIR TREADS SUPPLIED AND INSTALLED - KS - PER SPEC BOOK</b>					
STAIRS 121 ANS 122					
ROPPE® CORPORATION					
CHARCOAL	123	EA	-60.00	101.000	-6,060.00
<b>2 STAIR TREADS SUPPLIED AND INSTALLED - KS - PER SPEC BOOK</b>					
STAIRS 118					
ROPPE® CORPORATION					
CHARCOAL	123	EA	-60.00	75.933	-4,556.00

**ADD**

MANUFACTURER:			STYLE:		
COLOR NAME:	COLOR NUMBER:	UOM:	Q	UNIT PRICE:	TOTAL PRICE:
1 STAIR TREADS SUPPLIED AND INSTALLED - KS - PER SPEC BOOK					
STAIRS 121 ANS 122					
ROPPE® CORPORATION					
			STAIR TREAD - RUBBER #96 RAISED CIRCULAR VANTAGE		
			DESIGNW/RSR-SN		
CHARCOAL	123	LF	60.00	118.917	7,135.00
2 STAIR TREADS SUPPLIED AND INSTALLED - KS - PER SPEC BOOK					
STAIRS 118					
ROPPE® CORPORATION					
			STAIR TREAD - RUBBER #96 RAISED CIRCULAR VANTAGE		
			DESIGNW/RSR-SN		
CHARCOAL	123	LF	60.00	167.567	10,054.00

1/25/2018

Page 1 of 2

**Chasco Constructors**

**WILLIAMSON COUNTY ANNEX - 6-27-17**

**Tax Exempt Total This Option :      \$6,573.00**

---

**SALESMAN'S SIGNATURE**

*Approximate Installation Start Date:*

**CUSTOMER'S AUTHORIZATION**



P.O. BOX 1057  
ROUND ROCK, TX 78680  
Ph : 512-244-0600

Change Request

To: Dale Butler  
WILLIAMSON COUNTY, TEXAS  
710 MAIN STREET, STE 101  
GEORGETOWN, TX 78626

Number: 15  
Date: 2/13/18  
Job: 20-15092 WILCO ANNEX - GC  
Phone:

Description: Cut tiles down to 4" x 24"

We are pleased to offer the following specifications and pricing to make the following changes:  
Cut tiles down to 4" x 24"

Item#	Description	Price
	CO#6-Cut Tiles Down	\$5,808.00
	OWNER PROJECT CONTINGENCY	\$-5,808.00
		Subtotal: \$0.00
		Total: \$0.00

If you have any questions, please contact me at (512)244-0600.

Submitted by: Bill Bambrick  
CHASCO CONSTRUCTORS

Approved by: \_\_\_\_\_  
Date: \_\_\_\_\_

Cc:

Date: 1/3/2018

To: MARK CAIN

Customer PO:

15092-WO05



8606 Wall Street, Building 16  
Austin, TX 78754  
Phone : (512) 335-8089 / Fax: (512) 258-2581

# Change Order Request

Job No: 12061

Request #: 2

CO #: 0

Invoice To:

Chasco Constructors  
P.O.Box 1057  
Round Rock, TX 78680

Project:

WILLIAMSON COUNTY ANNEX - 6-27-17  
151 WILCO WAY  
GEORGETOWN, TX

MARK CAIN

Phone: (512) 244- 0600  
Fax: (512) 244-6087

From:	Project Manager:	Estimator:
Kyle Sanguinet	H, Eli	

Description of Change Order Request:

EH- CUT TILES TO 4" X 24"

Cut tiles down

ADD

Manufacturer

Style

1 PT1 SUPPLIED AND INSTALLED -EH - 3-4 WEEK LEAD TIME

DAL-TILE

IMAGICA 6"X48"

Color Name:

Color Number:

MIDNIGHT - MATTE

IG98

Total ADD

\$5,808.00

Tax Exempt :

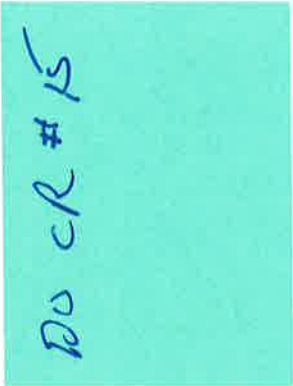
Total This Option :

\$5,808.00

SALESMAN'S SIGNATURE

Approximate Installation Start Date:

CUSTOMER'S AUTHORIZATION



1/3/2018 03:14 PM

Bid #: 53302

Page 1 of 1

## Williamson County Facilities - Allowance &amp; Contingency Tracking Log

Change Orders To-Date: 1

[illegible]

## Williamson County Facilities - Allowance & Contingency Tracking Log

**Change Orders To-Date: 4**

[illegible]

**Commissioners Court - Regular Session****30.****Meeting Date:** 03/20/2018

Discuss consider and take appropriate action on approval of the final plat for the Elgin Acres subdivision - Pct 4

**Submitted For:** Terron Evertson**Submitted By:** Adam Boatright, Infrastructure**Department:** Infrastructure**Division:** Road & Bridge**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on approval of the final plat for the Elgin Acres subdivision - Pct 4.

**Background**

This subdivision consists of 27 lots and no new public roads.

---

**Fiscal Impact**

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

**Attachments**Final Plat - Elgin Acres

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 03/15/2018

**Reviewed By**

Wendy Coco

**Date**

03/15/2018 11:21 AM

Started On: 03/15/2018 10:57 AM

ELGIN ACRES  
FINAL PLAT  
WILLIAMSON COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION

A DESCRIPTION OF A 103.20 ACRE TRACT OF LAND, LOCATED IN THE SARAH WOODRUFF SURVEY, ABSTRACT No. 167, OF WILLIAMSON COUNTY, TEXAS. SAID 103.20 ACRE TRACT, BEING A PORTION OF THAT CERTAIN TRACT OR PARCEL OF LAND DESCRIBED AS ONE HUNDRED AND FIVE ACRES IN A DEED, DATED OCTOBER 19, 1887, FROM HERMAN GAEDKE AND FRIEDRICK GAEDKE TO HERMAN ERDMANN, OF RECORD IN VOLUME 44, PAGE 290, DEED RECORDS WILLIAMSON COUNTY, TEXAS. SAID 103.20 ACRES, AS SHOWN ON THE ACCOMPANYING SURVEY DRAWING, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING**, at a six inch by six inch concrete monument (Grid Coordinates: N 10134539.01, E 3236170.49) found monumenting the northeast corner of that certain tract or parcel of land described as containing 0.70 acres of land in a Deed, dated February 16, 1956, from Frank Erdman and Mary Erdman to Sam V. Stone, Williamson County Judge, of record in Volume 410, Page 159, Deed Records, Williamson County, Texas, the west right of way of County Road 463, a variable width right of way, the southeast corner of that certain tract or parcel of land described as containing 22.72 acres of land in a General Warranty Deed, dated September 4, 2015, from Bruce Brown and Pamela Brown to Ignacio Navarro and Juana Navarro, of record in Document No. 2015081204, Official Public Records, Williamson County, Texas;

**THENCE**, S 21° 10' 19" E, with the west line of said 0.70 acre tract, and the west right of way of said County Road 463, a distance of 757.65 feet to a six inch by six inch concrete monument found monumenting the southwest corner of said 0.70 acre tract, the west right of way of said County Road 463, and the northeast corner of that certain tract or parcel of land described as containing 1.0 acre of land, in a Warranty Deed with Vendor's Lien, dated May 5, 1994, from Mark W. Nygard and Nina Nygard to Donald R. Lane, of record in Volume 2523, Page 808, Official Public Records, Williamson County, Texas, from which a six inch by six inch concrete monument found monumenting the intersection of the west right of way of said County Road 463 with the south right of way of County Road 462, a variable width right of way with no record information found, bears, S 21° 15' 56" E, a distance of 245.40 feet;

**THENCE**, with the north and west lines of said 1.0 acre Lane tract, the following two courses:

1. S 68° 44' 04" W, a distance of 208.33 feet to a ½ inch iron rod with cap stamped "GEOMATICS 5516" set to monument the northwest corner of said 1.0 acre Lane tract, and
2. S 21° 15' 56" E, a distance of 209.17 feet to a ½ inch iron rod with cap stamped "GEOMATICS 5516" set to monument the southwest corner of said 1.0 acre Lane tract, the south line of said 105 acre tract, the north right of way of said County Road 462, and the south survey line of said Sarah Woodruff Survey;

**THENCE**, S 68° 42' 41" W, with said south line of said 105 acre tract, said north right of way of said County Road 462, and said south line of said Sarah Woodruff Survey, a distance of 4,486.15 feet to a PK nail with washer stamped "GEOMATICS 5516" set in asphalt to monument the southwest corner of said 105 acre tract, the southwest corner of said Sarah Woodruff Survey, and the center of County Road 460, a variable width right of way with no record information found;

**THENCE**, N 21° 17' 19" W, with the west line of said 105 acre tract, the west line of said Sarah Woodruff Survey, and the approximate center of said right of way of said County Road 460, a distance of 966.74 feet to a PK nail with washer stamped "GEOMATICS 5516" set in asphalt to monument the northwest corner of said 105 acre tract;

**THENCE**, N 68° 42' 41" E, departing said west line of said Sarah Woodruff Survey, with the north line of said 105 acre tract, a distance of 23.88 feet to a 1 inch iron rod found monumenting the southwest corner of that certain tract or parcel of land described as containing 5.088 acres of land in a Warranty Deed, dated November 19, 1997, from Regina A. Eiben to Ronnie Axelson and Linda Axelson, of record as Document No. 9755449, Official Public Records, Williamson County, Texas, from which a ½ inch iron rod found monumenting the northwest corner of said 5.088 acre tract bears, N 21° 37' 05" W, a distance of 194.96 feet;

**THENCE**, N 68° 42' 41" E, continuing with said north line of said 105 acre tract, and with the south line of the following three tracts: (1) said 5.088 acre Axelson tract (2) that certain tract or parcel of land described as containing 15.13 acres of land in a Warranty Deed with Vendor's Lien, dated June 23, 1999, from Charles R. Eiben and Regina Eiben to Angel Vasquez and Basilisa Vasquez, of record as Document No. 2000073473, Official Public Records, Williamson County, Texas, (3) and said 22.72 acre Navarro tract, a distance of 4672.23 feet to the **POINT OF BEGINNING** of the herein described tract and containing 103.20 acres of land, more or less.

§THE STATE OF TEXAS  
§THE COUNTY OF WILLIAMSON

I, Mathew Dringenberg, am authorized under the laws of the State of Texas to practice the profession of engineering, and hereby certify that proper engineering consideration has been given to the matters of streets, lots and drainage layout, and is true and correct to the best of my knowledge.

This tract is not located within the Edwards Aquifer Recharge Zone.

No portion of this subdivision is within the boundaries of the 100-year floodplain according to the Federal Flood Administration FIRM Panel 48491C0725E dated September 26, 2008.

Mathew Dringenberg Date: 03.07.18

Matthew Dringenberg, P.E.  
Texas Registration No. - P.E. 114250  
Southwest Engineers, Inc., TBPE FIRM No.: F-1909  
112 Cimarron Park Loop, Suite A  
Buda, TX 78610  
(512) 312-4336

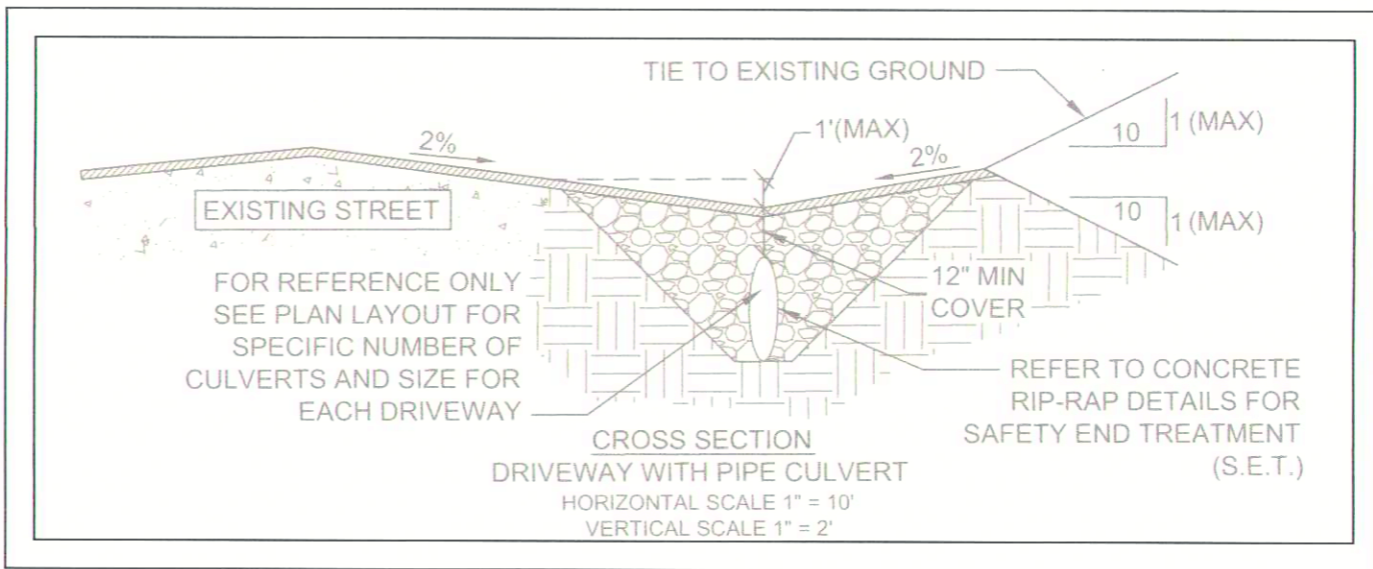
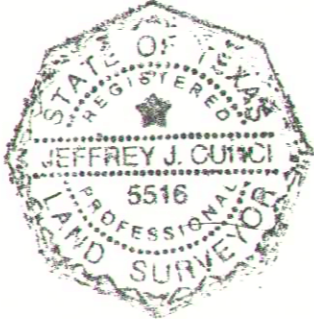


§THE STATE OF TEXAS  
§THE COUNTY OF TRAVIS

I, Jeffrey J. Curci, am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that this plat is true and correct and was prepared from an actual survey of the property made by me or under my supervision on the ground during the months of February-March 2017.

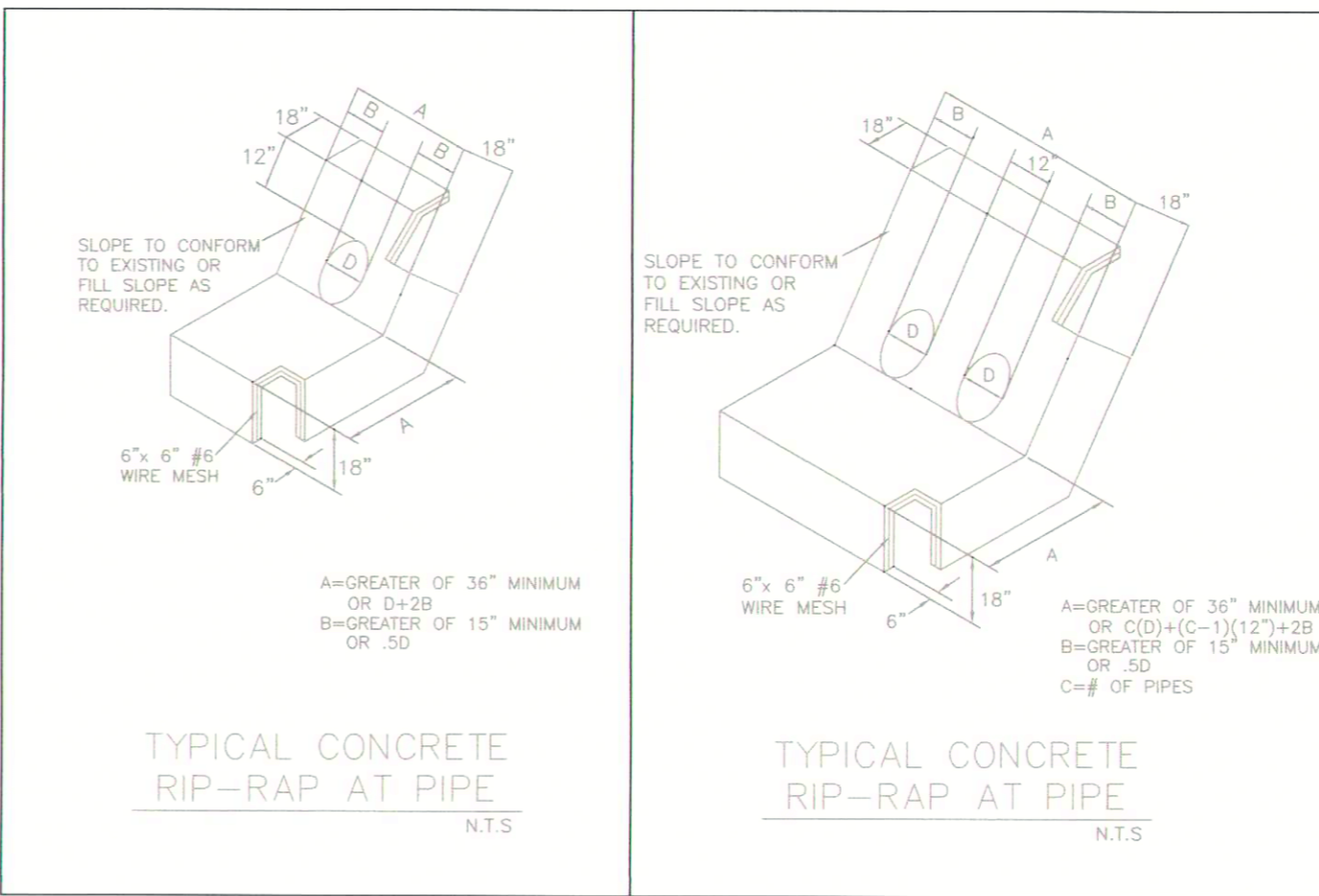
Jeffrey J. Curci Date: 3/7/2018

Jeffrey J. Curci  
Registered Professional Land Surveyor  
No. 5516 - State of Texas  
(512) 917-0184

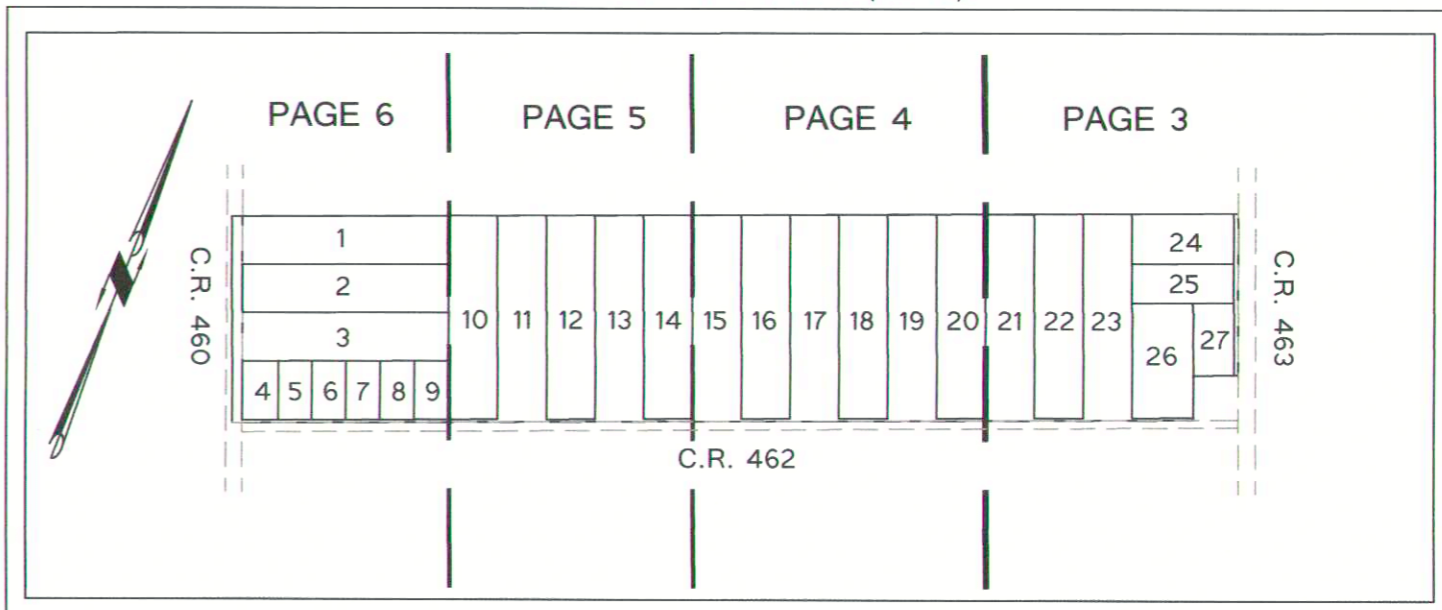


DRIVEWAY CULVERT SPECIFICATIONS

LOT	MIN. PIPE DIA.
1	18"
2	18"
3	18"
4	18"
5	18"
6	18"
7	18"
8	18"
9	18"
10	18"
11	18"
12	18"
13	18"
14	18"
15	18"
16	18"
17	2-18"
18	2-18"
19	2-24"
20	2-24"
21	2-24"
22	N/A
23	N/A
24	18"
25	2-18"
26	N/A
27	2-18"

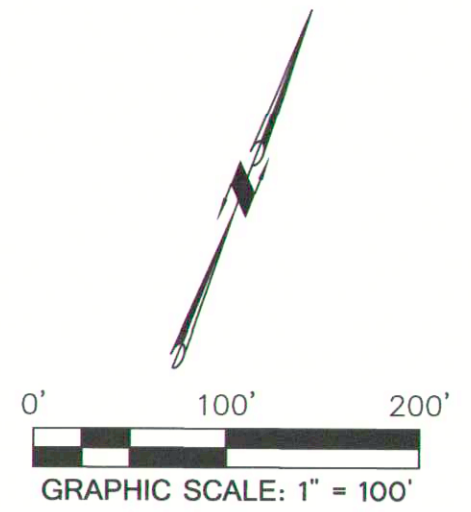


OVERALL SHEET INDEX (N.T.S.)



ELGIN ACRES  
FINAL PLAT  
WILLIAMSON COUNTY, TEXAS

- LEGEND
- 6"x6" CONCRETE MONUMENT
  - IRON ROD SET W/CAP "GEOMATICS 5516"
  - IRON ROD FOUND (size noted)
  - IRON ROD FOUND W/CAP "TLS INC."
  - IRON PIPE FOUND
  - PK NAIL SET W/WASHER "GEOMATICS 5516"
  - BENCHMARK
  - PRWCT PLAT RECORDS, WILLIAMSON COUNTY, TEXAS
  - DRWCT DEED RECORDS, WILLIAMSON COUNTY, TEXAS
  - OPRWCT OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
  - ( ) RECORD INFORMATION
  - B.L. BUILDING LINE SETBACK
  - FFE FINISHED FLOOR ELEVATION (MINIMUM)
  - F.P. FLOODPLAIN



HORIZONTAL DATUM: BEARINGS AND DIRECTIONAL CONTROL BASED ON NAD83 (2011) TEXAS STATE PLANE COORDINATE SYSTEM (4203) TEXAS CENTRAL ZONE. COORDINATES SHOWN HEREON ARE GRID VALUES, DISTANCES SHOWN HEREON HAVE BEEN SCALED TO SURFACE BY DIVIDING THE GRID VALUE BY A COMBINED SCALE FACTOR OF 0.999903

LINE	BEARING	DISTANCE
L1	N 68°42'41" E	23.88'
L2	N 68°42'41" E	61.43'
L3	N 68°42'41" E	20.00'
L4	S 68°44'04" W	19.98'
L5	S 21°15'56" E	12.11'
L6	N 21°17'19" W	12.27'
L7	N 79°30'56" E	35.94'
L8	N 82°56'49" W	48.47'
L9	S 75°32'29" E	20.51'
L10	N 79°30'56" E	119.35'
L11	N 86°58'29" E	20.94'
L12	S 48°27'47" E	114.06'
L14	S 75°32'29" E	154.17'
L15	N 42°04'30" E	123.20'
L16	N 79°30'56" E	24.81'
L17	N 13°43'47" E	128.99'
L18	S 50°26'25" E	22.68'
L19	N 50°26'25" W	40.74'

CALLLED 22.72 ACRES  
IGNACIO NAVARRO AND JUANA NAVARRO  
DOC. No. 2015081204  
O.P.R.W.C.T.  
CR 463, COUPLAND, TX

BENCHMARK NOTE:  
IRON ROD WITH CAP STAMPED "GEOMATICS 5516"  
NEAR THE NORTHEAST PROPERTY CORNER  
ALONG THE WEST RIGHT OF WAY OF CR 463.  
VERTICAL DATUM: NAVD 88/ELEVATION: 551.89'

POINT OF BEGINNING  
GRID COORDINATES:  
N 10134593.01  
E 3236170.49

BENCHMARK

(60.0' from existing pavement  
centerline to proposed west ROW)

CALLLED 0.70 ACRE  
SAM V. STONE  
COUNTY JUDGE  
VOL. 410, PG. 159  
D.R.W.C.T.

DESCRIBED AS  
13.6 ACRES  
MARVIN RAY SCHROEDER  
AND  
SAELLA JO SCHROEDER  
VOL. 508, PG. 15  
D.R.W.C.T.  
2251 CR 463, COUPLAND, TX

LIMITS OF  
100-YEAR F.P.

LOT 23  
5.00 AC.  
FFE = 554.00'

LOT 25  
2.00 AC.

LOT 22  
5.00 AC.  
FFE = 556.00'

LOT 21  
5.00 AC.  
FFE = 558.00'

LOT 26  
3.33 AC.  
FFE = 553.50'

LOT 27  
1.47 AC.  
FFE = 552.00'

COUNTY ROAD 462

CALLLED 98.12 ACRES  
WILBERT J. VORWERK  
DOC. No. 200104238  
O.P.R.W.C.T.  
2700 CR 463, ELGIN, TX

R.B. BISSET SURVEY  
ABST. No. 58

SAELLA JO SCHROEDER  
DOC. No. 2002003204  
O.P.R.W.C.T.  
2251 CR 463, COUPLAND, TX

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	183.25'	121.73'	86°15'02"	S 09°29'38" E	166.43'
C2	196.45'	123.53'	91°07'11"	S 87°19'50" W	176.40'
C3	184.46'	111.41'	94°51'42"	N 07°22'01" W	164.10'
C4	202.49'	133.88'	86°39'12"	S 89°24'43" E	183.73'
C5	377.71'	129.37'	167°17'15"	N 80°34'59" E	257.14'
C6	435.76'	125.27'	199°18'20"	N 76°17'57" E	247.00'

SUBMITTED: February 8, 2018

GEOMATICS

SURVEYING AND MAPPING INC.

10415 Old Manchaca Rd., #202, Austin, TX 78748  
(512) 917-0184 | TBPLS FIRM REGISTRATION No. 10194101

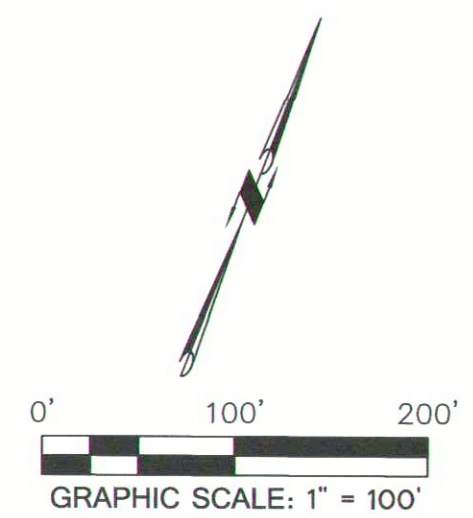


# ELGIN ACRES

## FINAL PLAT

### WILLIAMSON COUNTY, TEXAS

LEGEND	
□	6"x6" CONCRETE MONUMENT
⊙	IRON ROD SET W/CAP "GEOMATICS 5516"
●	IRON ROD FOUND (size noted)
⊙	IRON ROD FOUND W/CAP "TLS INC."
○	IRON PIPE FOUND
△	PK NAIL SET W/WASHER "GEOMATICS 5516"
◆	BENCHMARK
PRWCT	PLAT RECORDS, WILLIAMSON COUNTY, TEXAS
DRWCT	DEED RECORDS, WILLIAMSON COUNTY, TEXAS
OPRWCT	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
( )	RECORD INFORMATION
B.L.	BUILDING LINE SETBACK
FFE	FINISHED FLOOR ELEVATION (MINIMUM)
F.P.	FLOODPLAIN



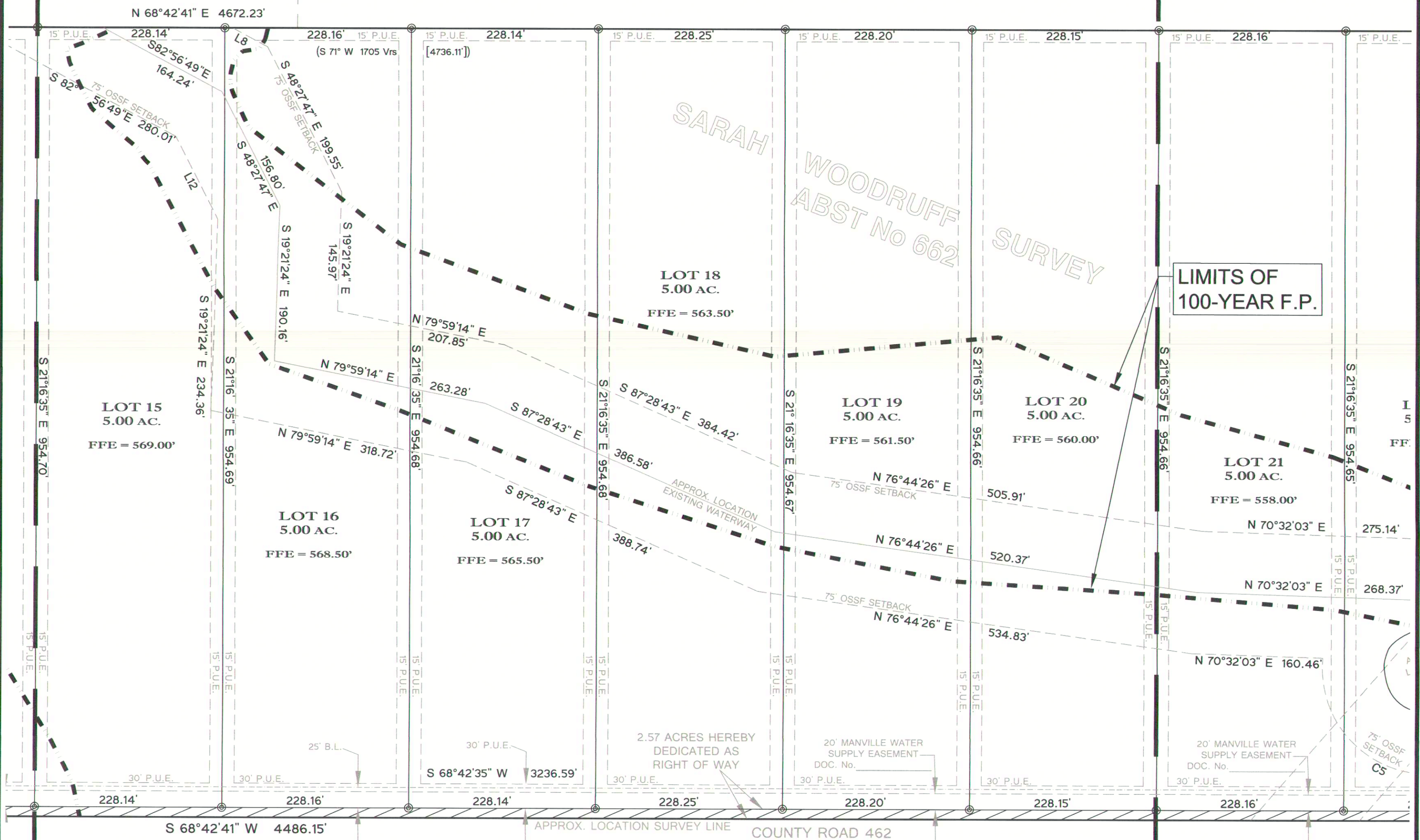
HORIZONTAL DATUM: BEARINGS AND DIRECTIONAL CONTROL BASED ON NAD83 (2011) TEXAS STATE PLANE COORDINATE SYSTEM (4203) TEXAS CENTRAL ZONE. COORDINATES SHOWN HEREON ARE GRID VALUES, DISTANCES SHOWN HEREON HAVE BEEN SCALED TO SURFACE BY DIVIDING THE GRID VALUE BY A COMBINED SCALE FACTOR OF 0.999903

MATCH LINE SEE SHEET 5 OF 6

MATCH LINE SEE SHEET 3 OF 6

CALLLED 15.13 ACRES  
ANGEL VASQUEZ AND  
BASILISA VASQUEZ  
DOC. No. 2000073473  
O.P.R.W.C.T.  
CR 460, COUPLAND, TX

CALLLED 22.72 ACRES  
IGNACIO NAVARRO AND JUANA NAVARRO  
DOC. No. 2015081204  
O.P.R.W.C.T.  
CR 463, COUPLAND, TX



CALLLED 99 ACRES  
SANDRA ERDMAN RIEDEL  
NO RECORD INFORMATION FOUND  
350 CR 462, ELGIN, TX

J.C. HIGGINS SURVEY  
ABST. No. 301

CALLLED 98.12 ACRES  
WILBERT J. VORWERK  
DOC. No. 200104238  
O.P.R.W.C.T.  
2700 CR 463, ELGIN, TX

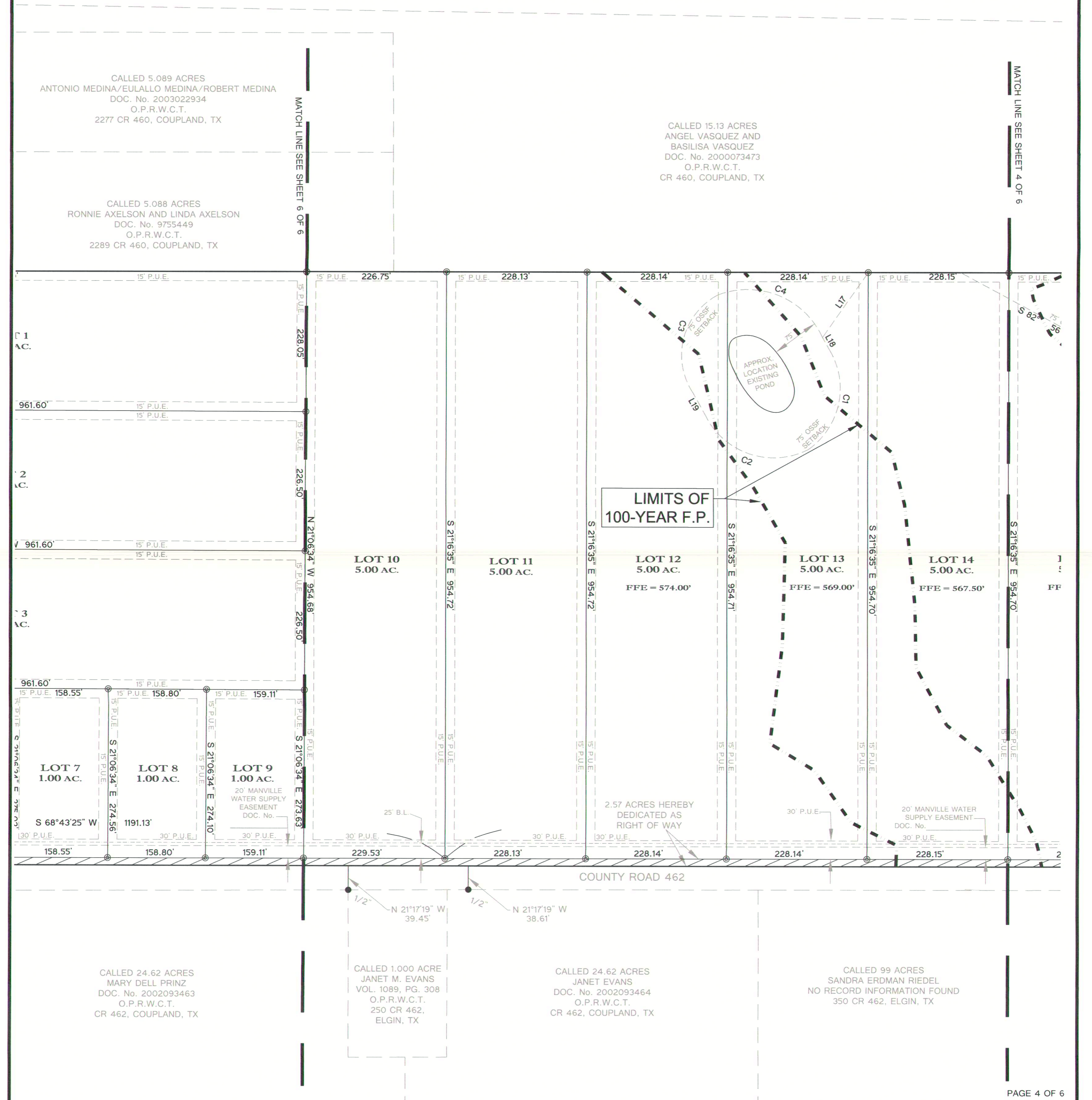
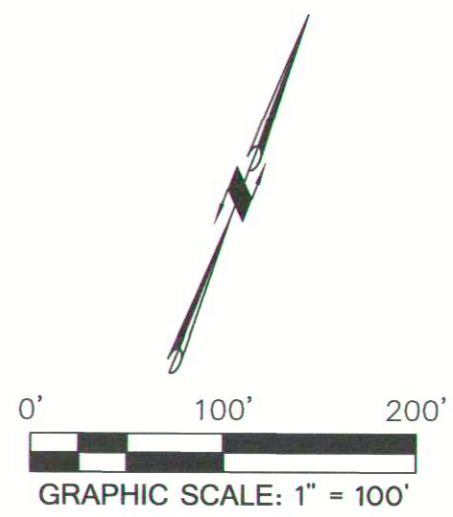


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# ELGIN ACRES

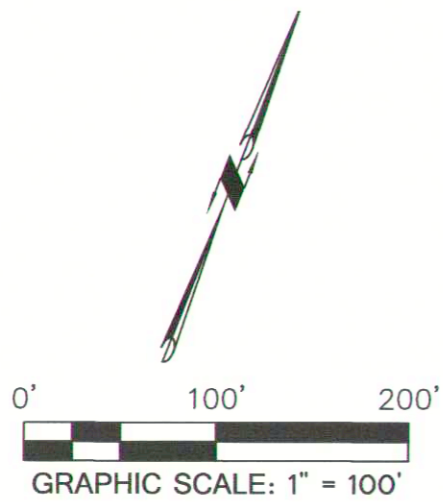
## FINAL PLAT

### WILLIAMSON COUNTY, TEXAS



SUBMITTED: February 8, 2018

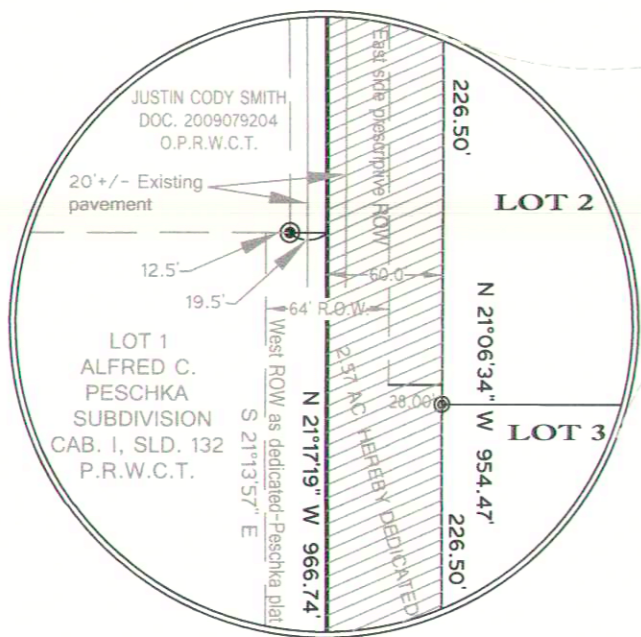
**GEOMATICS**  
SURVEYING AND MAPPING INC.  
10415 Old Manchaca Rd., #202, Austin, TX 78748  
(512) 917-0184 | TBPLS FIRM REGISTRATION No. 10194101



ELGIN ACRES  
FINAL PLAT  
WILLIAMSON COUNTY, TEXAS

HORIZONTAL DATUM: BEARINGS AND DIRECTIONAL CONTROL BASED ON NAD83 (2011) TEXAS STATE PLANE COORDINATE SYSTEM (4203) TEXAS CENTRAL ZONE. COORDINATES SHOWN HEREON ARE GRID VALUES, DISTANCES SHOWN HEREON HAVE BEEN SCALED TO SURFACE BY DIVIDING THE GRID VALUE BY A COMBINED SCALE FACTOR OF 0.999903

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  - F.P. FLOODPLAIN



G.D. GLASSCOCK SURVEY  
ABST. No. 258

SUBMITTED: February 8, 2018

CALLLED 5.089 ACRES  
ANTONIO MEDINA/EULALLO MEDINA/ROBERT MEDINA  
DOC. No. 2003022934  
O.P.R.W.C.T.  
2277 CR 460, COUPLAND, TX

CALLLED 5.088 ACRES  
RONNIE AXELSON AND LINDA AXELSON  
DOC. No. 9755449  
O.P.R.W.C.T.  
2289 CR 460, COUPLAND, TX

CALLLED 22.544 ACRES  
CYRUS R. SMITH, Jr.  
2300 CR 460, COUPLAND, TX

CALLLED 1.456 ACRES  
JUSTIN CODY SMITH  
DOC. No. 2009079204  
O.P.R.W.C.T.  
CR 460, COUPLAND, TX

ALFRED C. PESCHKA SUBDIVISION  
CAB. I, SLD. 132  
P.R.W.C.T.

CALLLED 24.684 ACRES  
EDGAR PRINZ Jr.  
DOC. No. 2002093462  
O.P.R.W.C.T.  
50 CR 462, ELGIN, TX

CALLLED 2.00 ACRES  
EDGAR PRINZ Jr.  
VOL. 704, PG. 709  
O.P.R.W.C.T.  
50 CR 462, ELGIN, TX

CALLLED 24.62 ACRES  
MARY DELL PRINZ  
DOC. No. 2002093463  
O.P.R.W.C.T.  
CR 462, COUPLAND, TX



# ELGIN ACRES

## FINAL PLAT

### WILLIAMSON COUNTY, TEXAS

§THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

§THE COUNTY OF WILLIAMSON

That I, Tyler Williams, acting herein by and through GREEN OAKS JOINT VENTURE, sole owner of 103.20 acres of land in the Sarah Woodruff Survey, Abstract 662, situated in Williamson County, Texas, as conveyed by Warranty Deed with Vendor's Lien from Sandra D'Ann Riedel to Green Oaks Joint Venture and recorded as Document No. 2017022194 of the Official Public Records of Williamson County, Texas, do hereby subdivide said 103.20 acres and do hereby consent to all plat note requirements shown hereon. This subdivision to be known as:

ELGIN ACRES

do hereby forever dedicate to the public the roads, alleys, rights of way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate, subject to any easements and/or restrictions heretofore granted and not released.

WITNESS BY MY HAND this the 7<sup>th</sup> day of March, 2018 A.D.

Tyler Williams  
Tyler Williams  
Green Oaks Joint Venture  
1645 Main Street, Ste. A  
Buda, Texas 78610

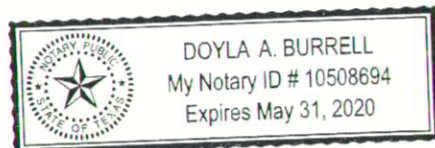
§THE STATE OF TEXAS  
§THE COUNTY OF WILLIAMSON

I, the undersigned authority, on this the 7<sup>th</sup> day of March, 2018 A.D. did personally appear Tyler Williams, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and he acknowledged before me that he executed the same for the purposes and consideration therein expressed.

Doyle A. Burrell  
Notary Public

Doyle A. Burrell  
Printed Name

5-31-2020  
Commission Expires



Crockett National Bank, as lien holder of this property, does hereby consent to the platting of this property as indicated hereon and for the purposes and consideration as stated.

Lara Cooper  
Lara Cooper, Sr. Mortgage Loan Officer  
Crockett National Bank  
502 South Koenigheim, Ste. 1D  
San Angelo, Texas 76903

§THE STATE OF TEXAS

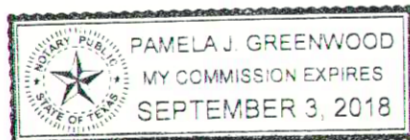
§THE COUNTY OF Tom Green

I, the undersigned authority, on this the 5<sup>th</sup> day of March, 2018 A.D. did personally appear Lara Cooper, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and she acknowledged before me that she executed the same for the purposes and consideration therein expressed.

Pamela J. Greenwood  
Notary Public

Pamela J. Greenwood  
Printed Name

9-3-18  
Commission Expires



#### NOTES:

- No obstructions, including to but not limited to fencing or storage, shall be permitted in any drainage easements shown hereon.
- No fences, structures, storage or fill shall be placed within the limits of the 1% annual chance floodplain unless approved by the engineer and Williamson County. Fill may be permitted after approval of the property analysis by Williamson County.
- There are no areas within the boundaries of the subdivision in the 100-year floodplain as defined by Federal Emergency Management Agency FIRM Panel 48491C0725E dated September 26, 2008.
- This subdivision has no new roadways proposed.
- This Tract is not located within the Edwards Aquifer Recharge Zone.
- The water service for this subdivision will be provided by Manville Water Supply Corporation. Manville's commitment to provide water becomes final and unconditional upon payment of the impact fees of \$72,900.00 and (A) any easements necessary for providing water service, (B) payment of cost estimate to extend service to property and (C) compliance with Manville WSC subdivision regulations. The payment is due within 180 days of the approval date of February 9, 2018. If payment of the impact fees, cost estimate, easements and compliance of subdivision rules are not timely made, this conditional approval expires and becomes null and void.
- Sewer services for this subdivision will be provided by On-Site Sewage Facilities.
- All public roadways and easements as shown on this plat are free of liens.
- Improvements within the county road right of way including, but not limited to, landscaping, irrigation lighting, custom signs, is prohibited without first obtaining an executed license agreement with Williamson County.
- All sidewalks are to be maintained by each of the adjacent property owners.
- It is the responsibility of the owner, not the county, to assure compliance with the provisions of all applicable state, federal and local laws and regulations relating to the platting and development of this property. The county assumes no responsibility for the accuracy of representations by other parties in this plat. Floodplain data, in particular, may change. It is further understood that the owners of the tract of land covered by this plat must install at their own expense all traffic control devices and signage that may be required before the roads in this subdivision have finally been accepted for maintenance by the county.
- Rural mailboxes shall be set three feet from the edge of the pavement or behind curbs, when used. All mailboxes within county arterial right of way shall meet the current TxDOT standards. Any mailbox that does not meet this requirement may be removed by Williamson County.
- Lot 4 shall only take access along CR 462.
- Residential driveways are to be located no closer to the corner of intersecting rights of way than 60 percent of the parcel frontage or 50 feet, whichever is less.
- A de facto Certificate of Compliance is hereby issued for all lots within this subdivision except for Lots 12-23, 26 and 27. This certificate is valid until such time as FEMA revises or newly adopts floodplain boundaries in this area. A floodplain development permit must be obtained from the Williamson County Floodplain Administrator for Lots 12-23, 26 and 27 prior to any construction or development.
- The minimum finished floor elevations shown on this plat were determined by adding a minimum one (1) foot to the base flood elevations (BFE) as determined by a study prepared by Southwest Engineers Inc. (SWE), SWE Project No. 0687-003-17, dated February 7, 2018.
- Except in certain isolated areas required to meet accessibility requirements, the minimum finished floor elevation shall be one foot higher than the highest spot elevation that is located within five feet outside the perimeter of the building, or one foot above the BFE, whichever is higher.

Based upon the above representations of the engineer or surveyor whose seal is affixed hereto, and after a review of the survey as represented by the said engineer or surveyor, I find that this survey complies with the requirements of Edwards Aquifer Regulations for Williamson County and Williamson County On-Site Sewage Facility Regulations. This certification is made solely upon such representations and should not be relied upon for verifications of the facts alleged. The Williamson County Engineer's office and Williamson County disclaim any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this survey and the documents associated with it.

J. Terron Evertson  
J. Terron Evertson, PE, DR, CFM  
County Engineer

3/7/18  
Date

#### ROAD NAME AND 911 ADDRESSING APPROVAL

Road name and address assignments verified this the 7<sup>th</sup> day of March, 2018 A.D.

Teresa Baker  
Williamson County Addressing Coordinator  
Teresa Baker

#### COUNTY JUDGE'S APPROVAL

§THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

§THE COUNTY OF WILLIAMSON

I, Dan A. Gattis, County Judge of Williamson County, do hereby certify that this map or plat, with field notes hereon, a subdivision having been fully presented to the Commissioners' Court of Williamson County, Texas, and by the said Court duly considered, was on this day approved and plat is authorized to be registered and recorded in the property records of the County Clerk of Williamson County, Texas.

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

§THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

§THE COUNTY OF WILLIAMSON

I, Nancy E. Rister, Clerk of County Court, with and for the County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication, was filed for record in my office on the \_\_\_\_\_ day of \_\_\_\_\_, 2018 A.D., at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly recorded this \_\_\_\_\_ day of \_\_\_\_\_, 2018 A.D., at \_\_\_\_\_ o'clock \_\_\_\_\_ M., in the Official Public Records of said County as

Instrument No. \_\_\_\_\_, to certify which, WITNESS my hand and seal at the County Court of said County, at my office in Georgetown, Texas, the date last shown above written.

By: \_\_\_\_\_ Deputy  
Nancy E. Rister  
Clerk, County Court of  
Williamson County, Texas

ELGIN ACRES

OWNERS: GREEN OAKS JOINT VENTURE  
1645 MAIN STREET STE. A  
BUDA, TEXAS 78610  
TYLER WILLIAMS  
(512) 738-6882  
tylerwgl@gmail.com

ACREAGE: 103.20

NUMBER OF BLOCKS: 1

LINEAR FEET OF NEW STREET: 0'

NUMBER OF LOTS: 27

PATENT SURVEY: SARAH WOODRUFF SURVEY, ABSTRACT No. 662

SURVEYOR: JEFFREY J. CURCI, R.P.L.S. #5516  
GEOMATICS SURVEYING AND MAPPING INC.  
10415 OLD MANCHACA ROAD, #202  
AUSTIN, TEXAS 78748  
(512) 917-0184  
TBPLS FIRM REGISTRATION No. 10194101  
jeff.curci@geomatsurvey.com

ENGINEER: MATTHEW DRINGENBERG, P.E.  
TEXAS REGISTRATION No. - P.E. 114250  
SOUTHWEST ENGINEERS, INC.  
112 CIMARRON PARK LOOP, STE. A  
BUDA, TX 78610  
(512) 312-4336  
TBPE FIRM No.: F-1909  
matt.drutenberg@swengineers.com

SUBMITTED: February 8, 2018

PAGE 6 OF 6

**GEOMATICS**

SURVEYING AND MAPPING INC.  
10415 Old Manchaca Rd., #202, Austin, TX 78748  
(512) 917-0184 | TBPLS FIRM REGISTRATION No. 10194101



**Commissioners Court - Regular Session****31.****Meeting Date:** 03/20/2018

Discuss consider and take appropriate action on approval of the preliminary plat for the Star Ranch Commercial Block C Lots 2-8 subdivision - Pct 4

**Submitted For:** Terron Evertson**Submitted By:** Adam Boatright, Infrastructure**Department:** Infrastructure**Division:** Road & Bridge**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on approval of the preliminary plat for the Star Ranch Commercial Block C Lots 2-8 subdivision - Pct 4.

**Background**

This proposed subdivision consists of 7 commercial lots and no new public roads.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Preliminary Plat - Star Ranch Commercial Block C Lots 2-8

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 03/15/2018

**Reviewed By**

Wendy Coco

**Date**

03/15/2018 11:21 AM

Started On: 03/15/2018 11:07 AM



**Commissioners Court - Regular Session****32.****Meeting Date:** 03/20/2018

Discuss consider and take appropriate action on approval of the final plat for the Rancho Sienna Section 17 subdivision Pct 3

**Submitted For:** Terron Evertson**Submitted By:** Adam Boatright, Infrastructure**Department:** Infrastructure**Division:** Road & Bridge**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on approval of the final plat for the Rancho Sienna Section 17 subdivision - Pct 3.

**Background**

This is the next section of the Rancho Sienna development. It consists of 59 single family lots, 4 open space lots, 2 open space/drainage lots and 2,044 feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of \$251,997.64 has been posted with the County to cover the cost of the remaining construction.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Final Plat - Rancho Sienna Sec 17

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 03/15/2018

**Reviewed By**

Wendy Coco

**Date**

03/15/2018 11:35 AM

Started On: 03/15/2018 11:15 AM

FINAL PLAT OF RANCHO SIENNA SECTION 17

BEING 21.271 ACRES OUT OF THE GREENLEAF FISK SURVEY,  
ABSTRACT NO. 5 WILLIAMSON COUNTY, TEXAS.

FIELDNOTE DESCRIPTION:

OF 21.271 ACRES OF LAND OUT OF THE GREENLEAF FISK SURVEY, ABSTRACT NO. 5, SITUATED IN WILLIAMSON COUNTY, TEXAS BEING A PORTION OF THOSE CERTAIN TRACT 2 – 17.168 ACRE, TRACT 4A – 50.407 ACRE AND TRACT 5C – 21.194 ACRE TRACTS OF LAND CONVEYED TO NASH RANCHO HILLS LLC BY DEEDS OF RECORD IN DOCUMENT NOS. 2016118186, 2015038403 AND 2015113108 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 21.271 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET IN THE SOUTHERLY RIGHT-OF-WAY LINE OF RANCHO SIENNA LOOP (60' R.O.W.), BEING THE NORTHWESTERLY CORNER OF LOT 1, BLOCK VV OF RANCHO SIENNA SECTION 16, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2017085393 OF SAID OFFICIAL PUBLIC RECORDS, FOR THE NORTHEASTERLY CORNER HEREOF;

THENCE, LEAVING THE SOUTHERLY RIGHT-OF-WAY LINE OF RANCHO SIENNA LOOP, ALONG THE WESTERLY LINE OF LOTS 1-7 AND THE NORTHERLY AND WESTERLY LINES OF LOT 11 O/S & D/E, OF SAID RANCHO SIENNA SECTION 16, FOR THE EASTERLY LINE HEREOF, THE FOLLOWING SIXTEEN (16) COURSES AND DISTANCES:

- S06°14'45"W, A DISTANCE OF 178.54 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET;
- S05°21'17"E, A DISTANCE OF 78.28 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET;
- S18°58'17"E, A DISTANCE OF 79.03 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET;
- S22°45'19"E, A DISTANCE OF 60.02 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET;
- S21°10'03"E, A DISTANCE OF 60.00 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET;
- S65°38'37"W, A DISTANCE OF 141.79 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET;
- S47°10'43"W, A DISTANCE OF 61.44 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET;
- S53°32'53"W, A DISTANCE OF 61.44 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET;
- S59°55'03"W, A DISTANCE OF 61.44 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET;
- S66°17'13"W, A DISTANCE OF 61.44 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET;
- S73°23'11"W, A DISTANCE OF 59.86 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET;
- S50°18'23"E, A DISTANCE OF 40.98 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET;
- S27°46'55"E, A DISTANCE OF 51.27 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET;
- S15°01'10"E, A DISTANCE OF 45.00 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET;
- S24°40'54"E, A DISTANCE OF 122.48 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET;
- S21°01'32"E, A DISTANCE OF 51.66 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET IN THE NORTHERLY LINE OF THAT CERTAIN 153.768 ACRE TRACT CONVEYED TO DEVELOPMENT SOLUTIONS BRADLEY, LLC BY DEED OF RECORD IN DOCUMENT NO. 2014071119 OF SAID OFFICIAL PUBLIC RECORDS, BEING THE SOUTHERLY LINE OF SAID TRACT 5C, ALSO BEING THE SOUTHWESTERLY CORNER OF SAID LOT 11, FOR THE SOUTHEASTERLY CORNER HEREOF;

THENCE, S68°50'02"W, LEAVING THE SOUTHWESTERLY CORNER OF SAID LOT 11, ALONG THE NORTHERLY LINE OF SAID 153.768 ACRE TRACT, BEING THE SOUTHERLY LINE OF SAID TRACT 5C, FOR THE SOUTHERLY LINE HEREOF, A DISTANCE OF 1256.96 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET FOR THE SOUTHWESTERLY CORNER HEREOF;

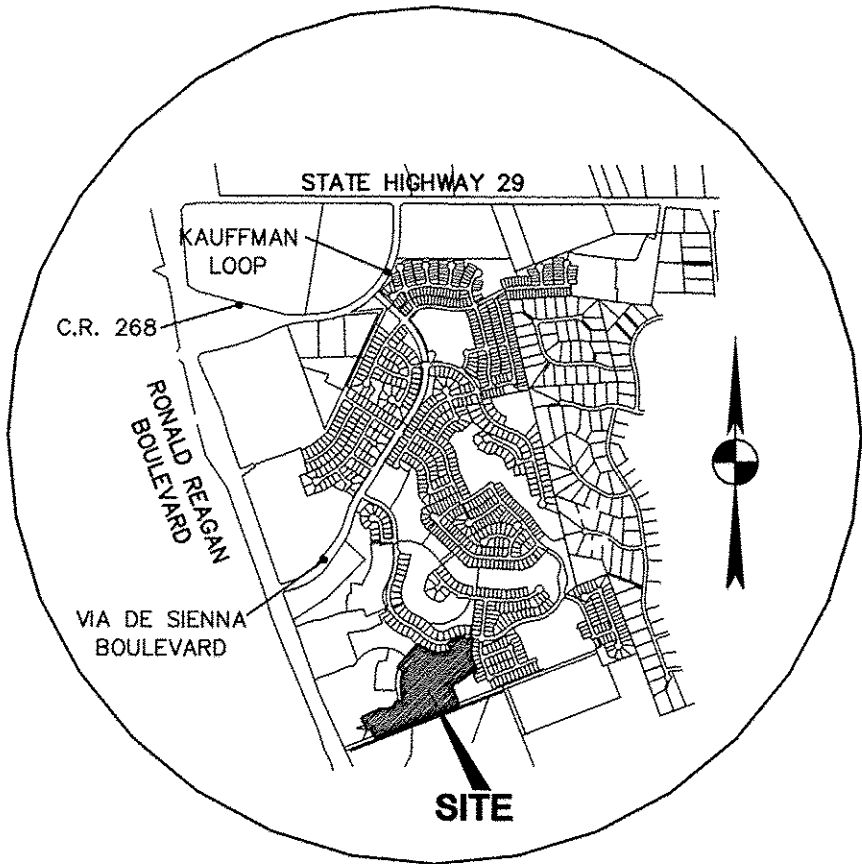
THENCE, LEAVING THE NORTHERLY LINE OF SAID 153.768 ACRE TRACT, OVER AND ACROSS SAID TRACT 5C, FOR A PORTION OF THE WESTERLY LINE HEREOF, THE FOLLOWING NINETEEN (19) COURSES AND DISTANCES:

- N21°09'58"W, A DISTANCE OF 102.04 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET;
- N66°09'58"W, A DISTANCE OF 32.64 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET;
- S68°49'58"W, A DISTANCE OF 29.47 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET;
- N21°09'47"W, A DISTANCE OF 8.35 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET;
- N32°24'47"W, A DISTANCE OF 71.71 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET;
- N24°45'33"W, A DISTANCE OF 83.17 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET;
- N65°14'27"E, A DISTANCE OF 205.30 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET;
- N65°14'27"E, A DISTANCE OF 10.00 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET;
- N68°08'33"E, A DISTANCE OF 53.66 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET;
- N85°52'23"E, A DISTANCE OF 48.41 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET;
- N89°07'44"E, A DISTANCE OF 54.68 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET;
- N73°18'29"E, A DISTANCE OF 51.23 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET;
- N66°59'22"E, A DISTANCE OF 39.32 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET;
- N33°23'02"E, A DISTANCE OF 99.31 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET;
- S76°30'44"E, A DISTANCE OF 90.40 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET;
- N03°21'38"W, A DISTANCE OF 237.62 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET;
- N01°17'17"W, A DISTANCE OF 60.28 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET;
- N07°35'19"E, A DISTANCE OF 74.37 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET;
- N16°07'40"E, A DISTANCE OF 99.90 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET IN THE SOUTHERLY LINE OF SAID TRACT 2, BEING THE NORTHERLY LINE OF SAID TRACT 5C, FOR AN ANGLE POINT HEREOF;

THENCE, N55°35'23"W, ALONG THE SOUTHERLY LINE OF SAID TRACT 2, BEING THE NORTHERLY LINE OF SAID TRACT 5C, FOR A PORTION OF THE WESTERLY LINE HEREOF, A DISTANCE OF 99.35 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET FOR AN ANGLE POINT;

THENCE, LEAVING THE NORTHERLY LINE OF SAID TRACT 5C, OVER AND ACROSS SAID TRACT 2 AND SAID TRACT 4A, FOR A PORTION OF THE WESTERLY LINE HEREOF, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- N34°24'37"E, A DISTANCE OF 50.00 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET;
- S55°35'23"E, A DISTANCE OF 10.00 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET;
- N34°24'37"E, A DISTANCE OF 121.05 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET;
- N42°33'24"E, A DISTANCE OF 235.95 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET AT THE COMMON SOUTHERLY CORNER OF LOTS 8 AND 9 OF RANCHO SIENNA SECTION 14, PHASE 1, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2015107628 OF SAID OFFICIAL PUBLIC RECORDS, FOR THE NORTHWESTERLY CORNER HEREOF;



VICINITY MAP  
N.T.S.

SHEET INDEX

SHEET NO. DESCRIPTION

1	COVER SHEET, FIELD NOTE DESCRIPTION AND NOTES
2	FINAL PLAT LAYOUT
3	LINE AND CURVE TABLES
4	CERTIFICATIONS AND SIGNATURES

GENERAL INFORMATION:

OWNER.....NASH RANCHO HILLS, LLC  
TOTAL ACREAGE.....21.271 ACRES  
SURVEY OF.....GREENLEAF FISK SURVEY(A-5)  
DATE.....NOVEMBER, 2017  
# OF SINGLE FAMILY LOTS.....59  
# OF OPEN SPACE LOTS.....4  
# OF OPEN SPACE/DRAINAGE LOTS.....2  
TOTAL # OF LOTS.....65  
TOTAL # OF BLOCKS.....2

OWNER/DEVELOPER  
NASH RANCHO HILLS, LLC  
13809 RESEARCH BOULEVARD, SUITE 475  
AUSTIN, TEXAS 78750  
(512) 244-6867 FAX (512) 244-6875

ENGINEER

Stantec Consulting Services, Inc.

1905 ALDRICH STREET, SUITE 300  
AUSTIN, TEXAS 78723  
(512) 328-0011 FAX (512) 328-0325

SURVEYOR

Stantec Consulting Services, Inc.

1905 ALDRICH STREET, SUITE 300  
AUSTIN, TEXAS 78723  
(512) 328-0011 FAX (512) 328-0325

FIELDNOTE DESCRIPTION:

THENCE, LEAVING THE SOUTHEASTERLY CORNER OF SAID LOT 8, ALONG THE SOUTHERLY LINE OF LOTS 9-14 AND THE EASTERLY LINE OF LOT 14 OF SAID RANCHO SIENNA, SECTION 14, PHASE 1, FOR A PORTION OF THE NORTHERLY LINE HEREOF, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:

- S54°21'10"E, A DISTANCE OF 88.67 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET;
- S64°16'17"E, A DISTANCE OF 88.67 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET;
- S74°11'12"E, A DISTANCE OF 88.67 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET;
- S84°06'07"E, A DISTANCE OF 88.67 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET;
- N85°58'58"E, A DISTANCE OF 88.67 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET;
- N71°51'15"E, A DISTANCE OF 83.34 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET;
- N26°28'55"E, A DISTANCE OF 7.02 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET;
- N18°53'25"W, A DISTANCE OF 121.50 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET IN THE SOUTHERLY RIGHT-OF-WAY LINE OF RANCHO SIENNA LOOP, BEING THE NORTHEASTERLY CORNER OF SAID LOT 14, FOR AN ANGLE POINT HEREOF;

THENCE, LEAVING THE NORTHEASTERLY CORNER OF SAID LOT 14, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF RANCHO SIENNA LOOP, FOR A PORTION OF THE NORTHERLY LINE HEREOF, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:

- ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 380.00 FEET, A CENTRAL ANGLE OF 4°46'40", AN ARC LENGTH OF 31.69 FEET, AND A CHORD WHICH BEARS, N68°43'15"E, A DISTANCE OF 31.68 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET AT THE END OF SAID CURVE;
- N66°19'54"E, A DISTANCE OF 100.89 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET AT THE POINT OF CURVATURE OF A TANGENT CURVE TO THE RIGHT;
- ALONG SAID TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 270.00 FEET, A CENTRAL ANGLE OF 15°07'14", AN ARC LENGTH OF 71.25 FEET, AND A CHORD WHICH BEARS, N73°53'31"E, A DISTANCE OF 71.05 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET AT THE POINT OF CURVATURE OF A COMPOUND CURVE TO THE RIGHT;
- ALONG SAID COMPOUND CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 104°47'36", AN ARC LENGTH OF 45.72 FEET, AND A CHORD WHICH BEARS, S46°09'04"E, A DISTANCE OF 39.61 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET AT THE POINT OF TANGENCY OF SAID CURVE;
- S83°45'16"E, A DISTANCE OF 50.00 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET;
- N06°14'44"E, A DISTANCE OF 8.12 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET AT THE POINT OF CURVATURE OF A TANGENT CURVE TO THE RIGHT;
- ALONG SAID TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, AND A CHORD WHICH BEARS, N51°14'44"E, A DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE;
- S83°45'16"E, A DISTANCE OF 3.17 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 21.271 ACRES (926,565 SQUARE FEET) OF LAND, MORE OR LESS, WITHIN THESE METES AND BOUNDS.

PLAT NOTES:

- THIS PLAT LIES WITHIN THE BOUNDARY OF THE WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 12 (WCMUD 12). WATER AND WASTEWATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED THROUGH SERVICE AGREEMENTS ENTERED INTO BETWEEN WCMUD 12 AND THE CHISHOLM TRAIL SPECIAL UTILITY DISTRICT AND THE LCRA. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY THE CITY OF GEORGETOWN SEWER SERVICE WILL BE PROVIDED BY THE CITY OF LIBERTY HILL.
- BUILDING SLAB ELEVATION SHALL BE A MINIMUM OF ONE (1) FOOT ABOVE ANY POINT ON THE LOT WITHIN FIVE (5) FEET OF THE PERIMETER OF THE BUILDING.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
- NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE APPLICATION FORM TO THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.
- THE OPEN SPACE LOTS WILL BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.
- NO CONSTRUCTION IN THIS SUBDIVISION MAY BEGIN UNTIL THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) HAS APPROVED, IN WRITING, THE WATER POLLUTION ABATEMENT PLAN (WPAP).
- SIDEWALKS LOCATED ADJACENT TO OPEN SPACE AND HOMEOWNER ASSOCIATION LOTS WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION. SIDEWALKS LOCATED ADJACENT TO SINGLE FAMILY RESIDENTIAL LOTS (WITHIN PUBLIC RIGHT OF WAY) SHALL BE MAINTAINED BY THE RESPECTIVE ADJACENT PROPERTY OWNER.
- FENCE/WALL EASEMENTS WITHIN THE BOUNDARIES OF THIS PLAT AND MAINTENANCE OF FENCES/WALLS LOCATED WITHIN THESE EASEMENTS SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- PEC EASEMENTS SHALL BE LOCATED AS FOLLOWS: FRONT EASEMENT SHALL BE A STRIP OF LAND TEN (10') FEET IN WITH LOCATED ALONG ALL RIGHT-OF-WAYS (ROADS) AND SIDE-LOT EASEMENT SHALL BE TWO AND ONE HALF (2.5') FEET IN WIDTH LOCATED ALONG ALL SIDE LOT LINES AS NEEDED FOR THE CONSTRUCTION OF SAID DISTRIBUTION POWER LINE IN THE SUBDIVISION, THE CENTERLINE OF SUCH EASEMENT TO BE LOCATED ALONG THE COMMON BOUNDARY LINE OF EACH RESIDENTIAL SINGLE-FAMILY LOT. THE PURPOSE OF AN UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM CONSISTING OF VARIABLE NUMBER OF UNDERGROUND CABLES AND ALL NECESSARY OR DESIRABLE APPURTENANCES (INCLUDING CONDUITS, PRIMARY CABLES, SECONDARY CONDUCTORS, ENCLOSURES, CONCRETE PADS, GROUND RODS, GROUND CLAMPS, TRANSFORMERS, CABLE TERMINATORS, CABLE RISER SHIELDS, CUTOUTS, AND LIGHTING ARRESTORS OVERGROUND) AT OR NEAR THE GENERAL COURSE WHICH SHALL BECOME FIXED AT THE LOCATION OF BURIED BY GRANTEE, THROUGH, ACROSS, AND UNDER THE DESCRIBED LOCATIONS WITHIN THIS FINAL PLAT. TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER THE SAID EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, PULLING NEW WIRE ON, MAINTAINING AND REMOVING SAID LINES AND APPURTENANCES; THE RIGHT TO RELOCATE WITHIN THE LIMITS OF SAID RIGHT-OF-WAY; THE RIGHT TO RELOCATE SAID FACILITIES IN THE SAME RELATIVE POSITION TO ANY ADJACENT ROAD IF AND SUCH ROAD IS WIDENED IN THE FUTURE; THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES AND PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY OF SAID LINES OR THEIR APPURTENANCES.
- ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE FROM LIENS.
- IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS, ETC., (UNLESS PREVIOUSLY APPROVED WITH THE CONSTRUCTION PLANS) IS PROHIBITED WITHOUT OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
- LOT 41, BLOCK B MAY NOT BE FURTHER SUBDIVIDED.
- DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.

FINAL PLAT OF  
RANCHO SIENNA SECTION 17  
DATE: NOVEMBER, 2017



Stantec

1905 ALDRICH STREET, SUITE 300  
Austin, Texas 78723  
Tel. (512) 328-0011 Fax (512) 328-0325  
TBPE # F-6324 TBPLS # 10194230  
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Field Note: 17-249(ABB)

Drawn by: ABB Approved by: JTB Project No.: 222010746 File: V:\222010746\SURVEY\222010746PL2.dwg

SHEET

1

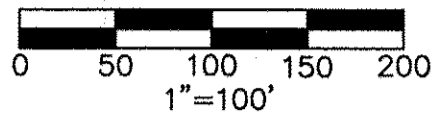
OF 4

# FINAL PLAT OF RANCHO SIENNA SECTION 17

BEING 21.271 ACRES OUT OF THE GREENLEAF FISK SURVEY,  
ABSTRACT NO. 5 WILLIAMSON COUNTY, TEXAS.

RANCHO SIENNA SECTION 17 STREET SUMMARY		
STREET NAME	LENGTH	DESIGN SPEED
SATURNIA DRIVE	1,310 LINEAR FEET	25 MILES PER HOUR
SAN DOMENICO COVE	488 LINEAR FEET	25 MILES PER HOUR
SATURNIA COVE	246 LINEAR FEET	25 MILES PER HOUR

RANCHO SIENNA SECTION 15  
DOCUMENT NO. 2015107481



## LEGEND

- 1/2" IRON ROD WITH "STANTEC" CAP SET
- ③ BLOCK
- O/S OPEN SPACE
- PUE PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- R.O.W. RIGHT-OF-WAY
- F.W. FENCE / WALL EASEMENT
- W.W.E. WASTEWATER EASEMENT
- B.L. BUILDING LINE

## BEARING BASIS NOTE:

THE BASIS OF BEARING OF THE SURVEY SHOWN HEREON IS TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83(96), UTILIZING WESTERN DATA SYSTEMS CONTINUALLY OPERATING REFERENCE STATION (CORS) NETWORK.

REMAINDER OF  
TRACT 5C - 21.194 ACRES  
NASH RANCHO HILLS, LLC  
DOCUMENT NO. 2015113108

REMAINDER OF 606.19 ACRES  
RANCHO SIENNA KC, LP  
DOCUMENT NO. 2007081893

REMAINDER OF  
TRACT 4A - 50.407 ACRES  
NASH RANCHO HILLS, LLC  
DOCUMENT NO. 2015038403

0.214 ACRE  
TEMPORARY TURNAROUND  
EASEMENT  
DOCUMENT NO. 2018009547

TRACT 2  
NASH RANCHO HILLS, LLC  
DOCUMENT NO. 2016118186

REMAINDER OF  
TRACT 5C - 21.194 ACRES  
NASH RANCHO HILLS, LLC  
DOCUMENT NO. 2015113108

153.768 ACRES  
DEVELOPMENT SOLUTIONS BRADLEY, LLC  
DOCUMENT NO. 2014071119

TRACT I - 38.23 ACRES  
PAMELA CHRISTIANSON  
DOCUMENT NO. 2009014393

TRACT II - 24.52 ACRES  
PAMELA CHRISTIANSON  
DOCUMENT NO. 2009014393

MARY GARLOCK, TRUSTEE  
DOCUMENT NO. 2016009803

## FINAL PLAT OF RANCHO SIENNA SECTION 17

DATE: NOVEMBER, 2017



**Stantec**  
1905 ALDRICH STREET, SUITE 300  
Austin, Texas 78723  
Tel. (512) 328-0011 Fax (512) 328-0325  
TBPE # F-6324 TBPLS # 10194230  
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SHEET  
**2**  
OF 4

# FINAL PLAT OF RANCHO SIENNA SECTION 17

BEING 21.271 ACRES OUT OF THE GREENLEAF FISK SURVEY,  
ABSTRACT NO. 5 WILLIAMSON COUNTY, TEXAS.

CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	441.34'	375.00'	67°25'52"	S39°57'40"W	416.30'
C2	332.05'	375.00'	50°44'01"	N80°57'24"W	321.31'
C3	15.85'	375.00'	2°25'17"	N07°27'22"E	15.85'
C4	70.55'	375.00'	10°46'46"	N14°03'24"E	70.45'
C5	92.45'	375.00'	14°07'34"	N26°30'34"E	92.22'
C6	72.23'	375.00'	11°02'08"	N39°05'25"E	72.12'
C7	72.23'	375.00'	11°02'08"	N50°07'32"E	72.12'
C8	72.23'	375.00'	11°02'08"	N61°09'40"E	72.12'
C9	45.80'	375.00'	6°59'52"	N70°10'40"E	45.77'
C10	2.40'	375.00'	0°21'58"	N73°51'35"E	2.40'
C11	73.30'	375.00'	11°11'57"	N79°38'32"E	73.18'
C12	86.13'	375.00'	13°09'35"	S88°10'41"E	85.94'
C13	72.22'	375.00'	11°02'04"	S76°04'52"E	72.11'
C14	72.22'	375.00'	11°02'04"	S65°02'48"E	72.11'
C15	25.79'	375.00'	3°56'23"	S57°34'10"E	25.78'
C16	33.03'	425.00'	4°27'11"	S57°48'59"E	33.02'
C17	34.43'	25.00'	78°54'38"	S20°35'15"E	31.77'
C18	79.53'	205.00'	22°13'43"	S07°45'13"W	79.03'
C19	77.53'	325.00'	13°40'06"	S10°11'41"E	77.35'

CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C20	23.55'	25.00'	53°58'05"	S09°57'18"W	22.69'
C21	301.53'	60.00'	287°56'10"	N72°58'15"E	70.59'
C22	23.55'	25.00'	53°58'05"	N44°00'47"W	22.69'
C23	65.60'	275.00'	13°40'06"	N10°11'41"W	65.45'
C24	60.13'	155.00'	22°13'43"	N07°45'13"E	59.76'
C25	38.52'	25.00'	88°17'16"	N63°00'42"E	34.82'
C26	199.98'	425.00'	26°57'38"	S86°19'29"E	198.14'
C27	36.99'	25.00'	84°47'08"	S57°24'44"E	33.71'
C28	23.55'	25.00'	53°58'05"	S11°57'52"W	22.69'
C29	301.53'	60.00'	287°56'10"	N74°58'50"E	70.59'
C30	23.55'	25.00'	53°58'05"	N42°00'13"W	22.69'
C31	38.70'	25.00'	88°41'46"	N29°19'43"E	34.95'
C32	500.18'	425.00'	67°25'52"	N39°57'40"E	471.81'
C33	157.29'	425.00'	21°12'16"	N16°50'52"E	156.39'
C34	74.47'	425.00'	10°02'23"	N32°28'11"E	74.38'
C35	48.25'	425.00'	6°30'15"	N40°44'30"E	48.22'
C36	47.25'	425.00'	6°22'10"	N47°10'43"E	47.22'
C37	47.25'	425.00'	6°22'10"	N53°32'53"E	47.22'
C38	47.25'	425.00'	6°22'10"	N59°55'03"E	47.22'

CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C39	47.25'	425.00'	6°22'10"	N66°17'13"E	47.22'
C40	31.19'	425.00'	4°12'18"	N71°34'27"E	31.18'
C41	13.95'	60.00'	13°19'12"	N62°19'39"W	13.92'
C42	53.54'	60.00'	51°07'47"	N30°06'09"W	51.78'
C43	22.16'	60.00'	21°09'28"	N06°02'28"E	22.03'
C44	35.82'	60.00'	34°12'33"	N33°43'29"E	35.29'
C45	44.39'	60.00'	42°23'10"	N72°01'21"E	43.38'
C46	35.00'	60.00'	33°25'21"	S70°04'23"E	34.51'
C47	35.00'	60.00'	33°25'21"	S36°39'02"E	34.51'
C48	52.81'	60.00'	50°25'36"	S05°16'27"W	51.12'
C49	8.86'	60.00'	8°27'40"	S34°43'05"W	8.85'
C50	104.22'	425.00'	14°02'59"	N87°13'12"E	103.96'
C51	95.76'	425.00'	12°54'37"	S79°18'21"E	95.56'
C52	45.82'	155.00'	16°56'09"	N10°24'00"E	45.65'
C53	14.32'	155.00'	5°17'34"	N00°42'52"W	14.31'
C54	3.47'	175.00'	1°08'10"	N03°21'38"W	3.47'
C55	62.13'	275.00'	12°56'43"	N10°33'23"W	62.00'
C56	18.02'	25.00'	41°18'10"	N37°40'50"W	17.63'
C57	5.53'	25.00'	12°39'55"	N64°39'52"W	5.52'

CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C58	54.28'	60.00'	51°49'51"	N45°04'54"W	52.45'
C59	57.48'	60.00'	54°53'27"	N08°16'45"E	55.31'
C60	38.18'	60.00'	36°27'22"	N53°57'09"E	37.54'
C61	41.44'	60.00'	39°34'09"	S88°02'06"E	40.62'
C62	46.64'	60.00'	44°32'12"	S45°58'55"E	45.47'
C63	54.96'	60.00'	52°29'10"	S02°31'46"W	53.06'
C64	8.55'	60.00'	8°10'00"	S32°51'21"W	8.54'
C65	25.12'	325.00'	4°25'41"	S14°48'54"E	25.11'
C66	46.01'	325.00'	8°06'40"	S08°32'44"E	45.97'
C67	6.41'	108.34'	3°23'18"	S03°55'31"E	6.41'
C68	22.97'	205.00'	6°25'08"	S00°09'04"E	22.95'
C69	44.37'	205.00'	12°24'05"	S09°15'33"W	44.28'
C70	12.19'	205.00'	3°24'29"	S17°09'50"W	12.19'
C71	31.69'	380.00'	4°46'40"	N68°43'15"E	31.68'
C72	71.25'	270.00'	15°07'14"	N73°53'31"E	71.05'
C73	45.72'	25.00'	104°47'36"	S46°09'04"E	39.61'
C74	39.27'	25.00'	90°00'00"	N51°14'44"E	35.36'

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N3°21'38"W	30.00'
L2	S3°21'38"E	20.00'
L3	S88°48'24"E	57.37'
L4	N79°44'28"E	47.98'
L4	N34°24'37"E	120.52'
L5	N71°29'19"E	48.78'
L6	N61°09'40"E	48.08'
L7	N50°07'32"E	48.08'
L8	N39°05'25"E	48.08'
L9	N26°30'34"E	61.48'
L10	N14°03'24"E	46.97'
L11	N6°14'44"E	94.35'
L12	N51°14'44"E	7.07'
L13	N16°19'24"W	125.00'
L14	N81°19'59"W	125.00'
L15	S55°35'23"E	86.72'

LINE TABLE		
NO.	BEARING	DISTANCE
L16	S18°52'04"W	24.40'
L17	N79°24'37"E	7.07'
L18	S17°01'45"E	47.27'
L19	N17°01'45"W	47.27'
L20	N18°52'04"E	16.20'
L21	S8°02'29"E	36.25'
L22	S31°49'44"W	67.08'
L23	S40°44'30"W	62.74'
L24	S15°01'10"E	126.85'
L25	N29°58'50"E	7.07'
L26	N27°58'51"W	224.42'
L27	N4°59'05"W	271.64'
L28	N21°08'53"W	48.66'
L29	N21°44'59"E	32.34'
L30	N62°01'45"W	7.07'
L31	N17°01'45"W	110.00'

LINE TABLE		
NO.	BEARING	DISTANCE
L32	N3°52'39"W	111.51'
L33	N41°38'22"E	7.07'
L34	S86°38'22"W	125.00'
L35	S86°38'22"W	125.00'
L36	N48°21'38"W	7.07'
L37	S20°14'27"W	25.31'
L38	S6°14'45"W	178.54'
L39	S5°21'17"E	78.28'
L40	S18°58'17"E	79.03'
L41	S22°45'19"E	60.02'
L42	S21°10'03"E	60.00'
L43	S47°10'43"W	61.44'
L44	S53°32'53"W	61.44'
L45	S59°55'03"W	61.44'
L46	S66°17'13"W	61.44'
L47	S73°23'11"W	59.86'

LINE TABLE		
NO.	BEARING	DISTANCE
L48	S50°18'23"E	40.98'
L49	S27°46'55"E	51.27'
L50	S15°01'10"E	45.00'
L51	S24°40'54"E	122.48'
L52	S21°01'32"E	51.66'
L53	N21°09'58"W	102.04'
L54	N66°09'58"W	32.64'
L55	S68°49'58"W	29.47'
L56	N21°09'47"W	8.35'
L57	N32°24'47"W	71.71'
L58	N24°45'33"W	83.17'
L59	N65°14'27"E	10.00'
L60	N68°08'33"E	53.66'
L61	N85°52'23"E	48.41'
L62	N89°07'44"E	54.68'
L63	N73°18'29"E	51.23'

LINE TABLE		
NO.	BEARING	DISTANCE
L64	N66°59'22"E	39.32'
L65	N33°23'02"E	99.31'
L66	S76°30'44"E	90.40'
L67	S64°33'10"E	48.13'
L68	N1°17'17"W	60.28'
L69	N7°35'19"E	74.37'
L70	N16°07'40"E	99.90'
L71	N55°35'23"W	99.35'
L72	N34°24'37"E	50.00'
L73	S55°35'23"E	10.00'
L74	N34°24'37"E	121.05'
L75	S54°21'10"E	88.67'
L76	S64°16'17"E	88.67'
L77	S74°11'12"E	88.67'
L78	S84°06'07"E	88.67'
L79	N85°58'58"E	88.67'

LINE TABLE		
NO.	BEARING	DISTANCE
L80	N71°51'15"E	83.34'
L81	N26°28'55"E	7.02'
L82	N18°53'25"W	121.50'
L83	N66°19'54"E	100.89'
L84	S83°45'16"E	50.00'
L85	S24°45'33"E	54.35'
L86	S20°14'27"W	11.53'
L87	S65°14'27"W	220.81'
L88	N6°14'44"E	8.12'
L89	S83°45'16"E	3.17'
L90	S75°55'00"E	48.19'
L91	S75°55'00"E	39.69'
L92	S88°48'24"E	48.85'
L93	N79°41'35"E	90.01'
L94	N73°40'36"E	99.32'
L95	N71°29'19"E	44.95'

LINE TABLE		
NO.	BEARING	DISTANCE
L96	N61°09'40"E	41.53'
L97	N50°07'32"E	67.44'
L98	N39°05'25"E	15.75'
L99	N26°30'34"E	54.90'
L100	N14°03'24"E	41.68'
L101	N6°09'10"E	92.61'
L102	N66°19'54"E	7.27'
L103	S83°44'59"E	28.70'
L104	N72°58'15"E	171.56'
L105	N77°27'50"E	22.95'
L106	S64°33'10"E	41.02'
L107	S21°09'47"E	9.33'
L108	S32°24'47"E	72.03'
L109	S73°22'47"E	181.44'

## FINAL PLAT OF RANCHO SIENNA SECTION 17

DATE: NOVEMBER, 2017



**Stantec**

1905 ALDRICH STREET, SUITE 300  
Austin, Texas 78723  
Tel. (512) 328-0011 Fax (512) 328-0325  
TBPE # F-6324 TBPLS # 10194230  
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SHEET

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OF 4

# FINAL PLAT OF RANCHO SIENNA SECTION 17

BEING 21.271 ACRES OUT OF THE GREENLEAF FISK SURVEY,  
ABSTRACT NO. 5 WILLIAMSON COUNTY, TEXAS.

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

THAT NASH RANCHO HILLS, LLC, SOLE OWNER OF THE CERTAIN TRACTS OF LAND SHOWN HEREON BEING A PORTION OF THOSE CERTAIN TRACT 4 - 14.534 ACRE, TRACT 4A - 50.407 ACRE AND TRACT 5C - 21.194 ACRE TRACTS OF LAND CONVEYED BY DEEDS OF RECORD IN DOCUMENT NOS. 2015038403, 2015038403, 2015113108 AND 2016118186, ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY SUBDIVIDE THE 21.271 ACRES AS SHOWN HEREON AND DEDICATE TO THE PUBLIC USE FOREVER THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON. THIS SUBDIVISION IS TO BE KNOWN AS "FINAL PLAT OF RANCHO SIENNA SECTION 17". THE OWNER ACKNOWLEDGES THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING BUT NOT LIMITED TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES.

NASH RANCHO HILLS, LLC, A DELAWARE LIMITED LIABILITY COMPANY

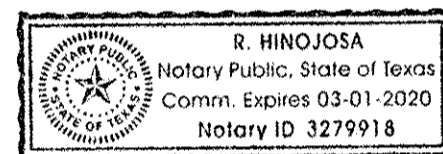
BY: R. Ficken  
NAME: RAINER FICKEN 2-14-18  
DATE: 2-14-18  
TITLE: AUTHORIZED SIGNATORY

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED RAINER FICKEN, OF NASH RANCHO HILLS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 14<sup>th</sup> DAY OF February, 2018.

R. Hinojosa  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS  
PRINTED NAME: R. Hinojosa  
MY COMMISSION EXPIRES ON: 3-1-2020



## ENGINEER'S CERTIFICATION:

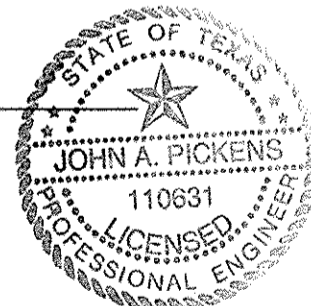
I, JOHN A. PICKENS, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION IS IN THE EDWARDS AQUIFER CONTRIBUTING ZONE AND IS NOT ENCRONCHED BY A ZONE A FLOOD AREA, AS DENOTED HEREIN, AND IS DEFINED BY FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBERS 48491C0455E, EFFECTIVE DATE SEPTEMBER 26, 2008, WILLIAMSON COUNTY, TEXAS, AND COMPLY WITH THE WILLIAMSON COUNTY SUBDIVISION ORDINANCE.

THE FULLY DEVELOPED, CONCENTRATED STORMWATER RUNOFF RESULTING FROM THE ONE HUNDRED (100) YEAR FREQUENCY STORM IS CONTAINED WITHIN THE DRAINAGE EASEMENTS SHOWN AND/ OR PUBLIC RIGHTS-OF-WAY DEDICATED BY THIS PLAT.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS,

THIS 12 DAY OF FEB, 2018.

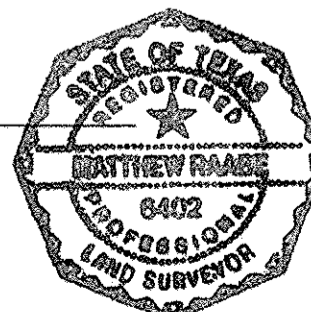
John A. Pickens  
JOHN A. PICKENS, P.E.  
NO. 110631 STATE OF TEXAS  
STANTEC CONSULTING SERVICES, INC.  
1905 ALDRICH STREET, SUITE 300  
AUSTIN, TEXAS 78723



## SURVEYOR'S CERTIFICATION:

THAT I, MATTHEW J. RAABE, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF WILLIAMSON COUNTY, TEXAS, AND THE FIELD NOTES SHOWN HEREON MATHEMATICALLY CLOSE.

Matthew J. Raabe  
MATTHEW J. RAABE, R.P.L.S.  
TEXAS REGISTRATION NO. 6402  
STANTEC CONSULTING SERVICES, INC.  
1905 ALDRICH STREET, SUITE 300  
AUSTIN, TEXAS 78723



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

WE, NASH FINANCING, LLC, A DELAWARE LIMITED LIABILITY COMPANY, LIEN HOLDER OF THOSE CERTAIN TRACTS OF LAND SHOWN HEREON AND DESCRIBED IN DEEDS RECORDED IN DOCUMENT NOS. 2015038403, 2014113108 AND 2016118186 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CONSENT TO THE SUBDIVISION OF SAID TRACT AS SHOWN HEREON, AND DO FURTHER HEREBY JOIN, APPROVE AND CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO WILLIAMSON COUNTY, TEXAS THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY, TEXAS MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS "FINAL PLAT OF RANCHO SIENNA SECTION 17".

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 16 DAY OF February, 2018.

NASH FINANCING, LLC,  
A DELAWARE LIMITED LIABILITY COMPANY

BY: Masayuki Uemura  
NORTH AMERICA SEKISUI HOUSE, LLC,  
A DELAWARE LIMITED LIABILITY COMPANY  
ITS SOLE MEMBER

BY: Masayuki Uemura 2-16-18  
NAME: Masayuki Uemura DATE: 2-16-18  
TITLE: Authorized Signatory

STATE OF CALIFORNIA (X)  
COUNTY OF San Diego (X)

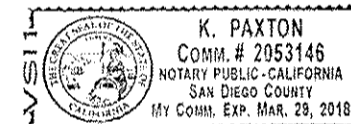
ON February 16, 2018, BEFORE  
ME, K. Paxton PERSONALLY

APPEARED, Masayuki Uemura, 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.

SIGNATURE K. Paxton



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

Sally A. McPerson 2/13/18  
CITY OF LIBERTY HILL, TEXAS DATE: 2/13/18  
Sally A. McPerson

Teresa Baker 2/13/18  
WILLIAMSON COUNTY ADDRESSING COORDINATOR DATE: 2/13/18  
Teresa Baker

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

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

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

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

\_\_\_\_\_, COUNTY JUDGE  
WILLIAMSON COUNTY, TEXAS

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

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE WAS FILED FOR RECORD IN MY OFFICE ON THE DAY \_\_\_\_\_ OF \_\_\_\_\_, 2018 A.D., AT \_\_\_\_\_ O'CLOCK, \_\_\_\_\_ M., AND DULY RECORDED THIS THE DAY \_\_\_\_\_ OF \_\_\_\_\_, 2018 A.D., AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, IN DOCUMENT NUMBER \_\_\_\_\_

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

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

BY: \_\_\_\_\_ DEPUTY

## FINAL PLAT OF RANCHO SIENNA SECTION 17

DATE: NOVEMBER, 2017

 **Stantec**  
1905 ALDRICH STREET, SUITE 300  
Austin, Texas 78723  
Tel. (512) 328-0011 Fax (512) 328-0325  
TBPE # F-6324 TBPLS # 10194230  
Copyright © 2018

**Commissioners Court - Regular Session****33.****Meeting Date:** 03/20/2018

Discuss consider and take appropriate action on approval of the preliminary plat for the Hilltop Vista subdivision - Pct 3

**Submitted For:** Terron Everton**Submitted By:** Adam Boatright, Infrastructure**Department:** Infrastructure**Division:** Road & Bridge**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on approval of the preliminary plat for the Hilltop Vista subdivision - Pct 3.

**Background**

This proposed subdivision consists of 5 lots and no new public roads.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Prelim Plat - Hilltop Vista

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 03/15/2018

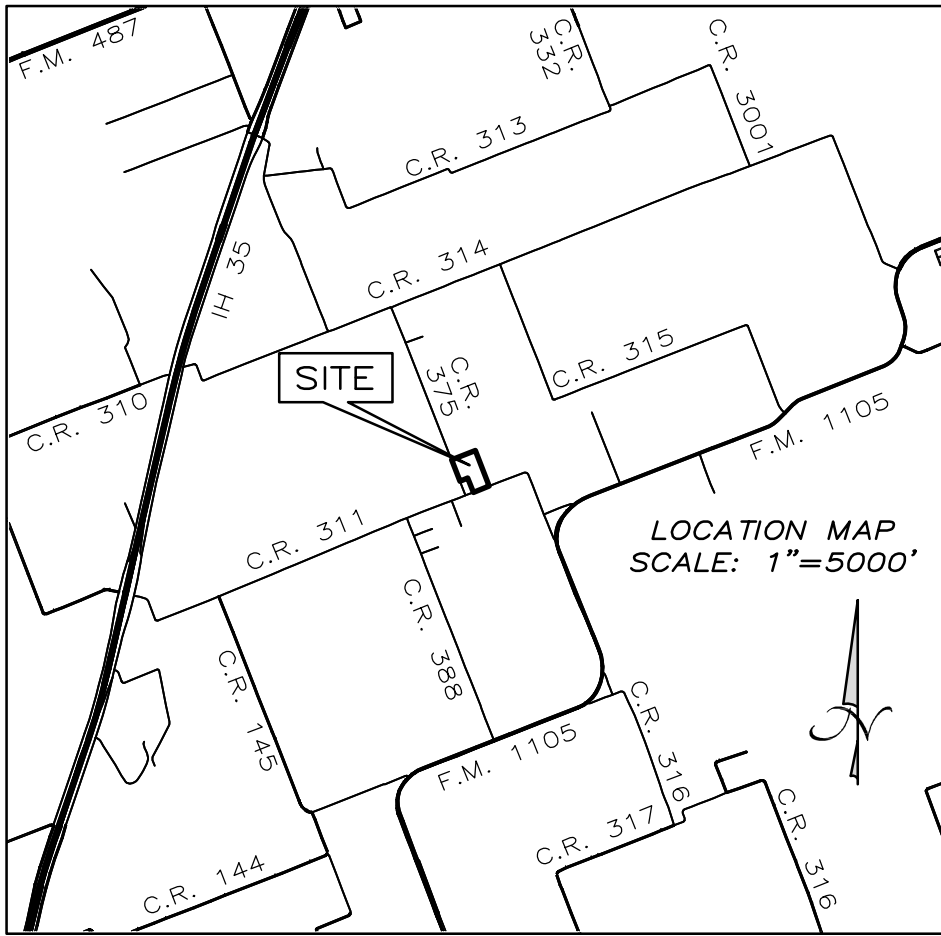
**Reviewed By**

Wendy Coco

**Date**

03/15/2018 12:15 PM

Started On: 03/15/2018 11:46 AM



PRELIMINARY PLAT OF:  
HILLTOP VISTA

**OWNERS:** RUDY MCCLELLAN &  
HELGA MCCLELLAN  
3631 WHISPERING BROOK DRIVE  
KINGWOOD, TX  
77345

**ACREAGE:** 13.16 ACRES  
**SURVEY:** A. A. LEWIS SURVEY,  
ABSTRACT NO. 384

**NO. OF BLOCKS:** 1  
**NO. OF LOTS:** 5  
**NEW STREETS:** None  
**SUBMISSION DATE:** 01-12-2017  
**RESUBMISSION DATE:** 08-18-2017  
**3rd SUBMISSION DATE:** 10-11-2017  
**FINAL SUBMISSION DATE:** 3-2-2018

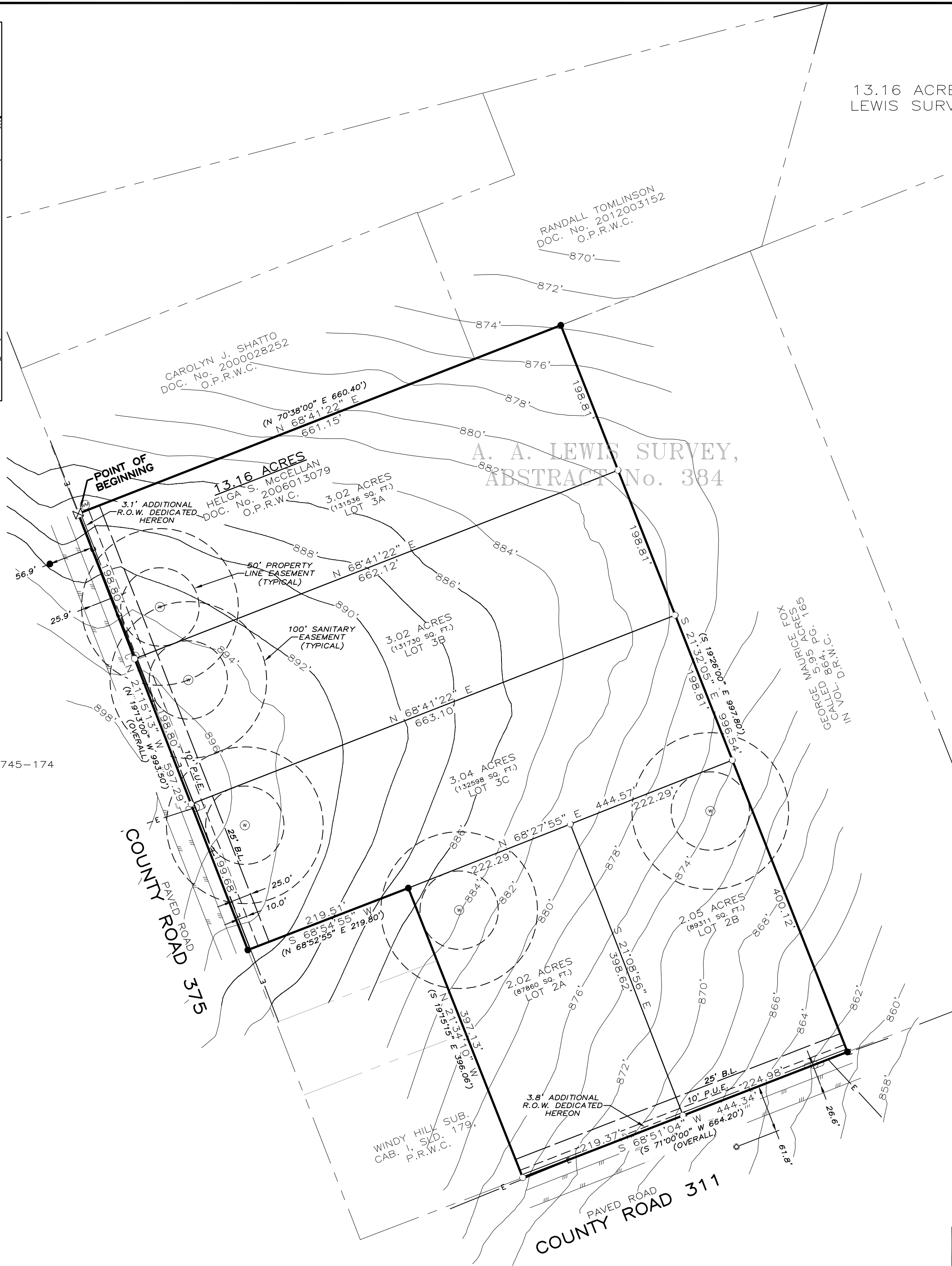
**SURVEYOR:** Texas Land Surveying, Inc.  
3613 Williams Drive, Suite 903  
Georgetown, Texas 78628  
512-930-1600 - phone  
512-930-9389 - fax

**ENGINEER:** Migl Engineering and Consulting  
9600 Escarpment Boulevard, Suite 745-174  
Austin, Texas 78749  
512-750-0440 - phone

**ENGINEER:** WWD Engineering  
9217 West Highway 290, Suite 110  
Austin, Texas 78736  
512-288-2111 - phone

LEGEND	
●	1/2" IRON ROD NO CAP FOUND (UNLESS OTHERWISE NOTED)
⊗	CONCRETE MONUMENT FOUND
○	2" PIPE FENCE CORNER POST FOUND
○	1/2" IRON ROD SET W/ PLASTIC CAP STAMPED "TLS INC."
+	CALCULATED POINT
///	PAVEMENT
○	UTILITY POLE
—	ELECTRIC LINES
⊗	CLEANOUT
⊗	ELECTRIC
⊗	WATER METER
⊗	APPROXIMATE WELL LOCATION
⊗	RECORD INFORMATION
B.L.	BUILDING SETBACK LINE
O.S.S.F.	ON SITE SEWAGE FACILITY
F.F.E.	FIRST FLOOR ELEVATION
E.O.A.	EDGE OF ASPHALT
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

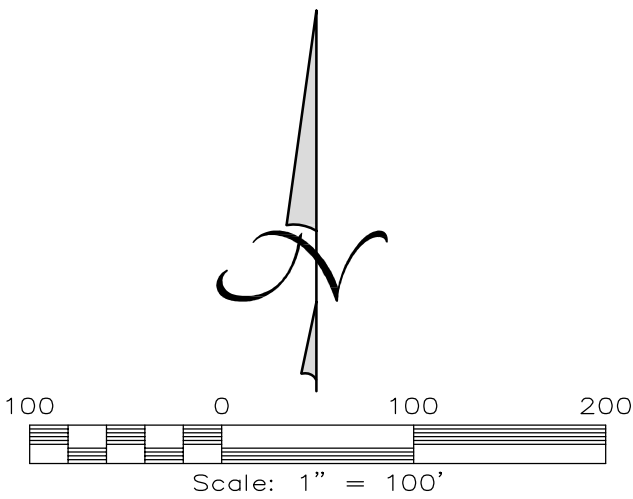
PROPOSED CULVERT TABLE		
LOT NO.	CULVERT DIAMETER	CULVERT LENGTH
2A	2 - 35"x24"	22' Minimum
2B	2 - 35"x24"	22' Minimum
3A	18"	22' Minimum
3C	18"	22' Minimum



PRELIMINARY PLAT OF:

HILLTOP VISTA

13.16 ACRES, MORE OR LESS, OUT OF THE A. A. LEWIS SURVEY, ABSTRACT No. 384, IN WILLIAMSON COUNTY, TEXAS.



BEARINGS CITED HEREON BASED ON STATE PLANE COORDINATES, GRID NORTH, CENTRAL ZONE, TEXAS NAD 83 (93).

PERIMETER FIELD NOTES

Being 13.16 acres of land, more or less, out of the A. A. Lewis Survey, Abstract No. 384, Williamson County, Texas, being a tract called 15.14 acres save and except 2 acres per deed recorded in Volume 671, Page 708, Deed Records, Williamson County, Texas, in a deed conveyed to Helga S. McClellan, recorded in Document No. 2006013079, Official Public Records, Williamson County, Texas, and further described by metes and bounds as follows:

**BEGINNING:** at a concrete monument found in the east line of County Road 375, marking the southwest corner of a tract conveyed to Carolyn J. Shatto, by deed recorded in Document No. 2000028252, of said Official Public Records, for the northwest corner of this tract;

**THENCE:** N 68°41'22" E, 661.15 feet in part with the south line of said Shatto tract to a 1/2 inch iron rod found in the south line of a tract conveyed to Randall Tomlinson, by deed recorded in Document No. 2012003152, of said Official Public Records, marking the northwest corner of a tract conveyed to George Maurice Fox, by deed recorded in Volume 864, Page 165, of said Deed Records, for the northeast corner of this tract;

**THENCE:** S 21°32'05" E, 996.54 feet with the west line of said Fox tract to a 1/2 inch iron rod with pink cap stamped "TLS INC." found in the north line of County Road 311, marking the southwest corner of said Fox tract, for the southeast corner of this tract;

**THENCE:** S 68°51'04" W, 444.34 feet with the north line of said County Road 311 to a 1/2 inch iron rod with pink cap stamped "TLS INC." set, marking the southeast corner of Windy Hill Subdivision, said plat recorded in Cabinet I, Slide 179, Plat Records, Williamson County, Texas, for an angle point of this tract;

**THENCE:** N 21°34'10" W, 397.13 feet with the east line of said Windy Hill Subdivision to a 1/2 inch iron rod found, marking the northeast corner of said Windy Hill Subdivision, for an angle point of this tract;

**THENCE:** S 68°54'55" W, 219.51 feet with the north line of said Windy Hill Subdivision to a 1/2 inch iron rod found in the east line of said County Road 375, marking the northwest corner of said Windy Hill Subdivision, for the southwest corner of this tract;

**THENCE:** N 21°15'13" W, 597.29 feet with the east line of said County Road 375 to the Point of Beginning.

SHEET

1 OF 2

Texas Land Surveying, Inc.

3613 Williams Drive, Suite 903 - Georgetown, Texas 78628  
(512) 930-1600/(512) 930-9389 fax

www.texas-ls.com  
TBPLS FIRM NO. 10056200

IF THIS DOCUMENT DOES NOT CONTAIN THE RED STAMPED SEAL OF THE UNDERSIGNED SURVEYOR, IT IS AN UNAUTHORIZED/ILLEGAL COPY. TEXAS LAND SURVEYING, INC. ASSUMES NO LIABILITY FROM THE USE OF ANY UNAUTHORIZED/ILLEGAL DOCUMENT.

PRELIMINARY PLAT OF:

HILLTOP VISTA

13.16 ACRES, MORE OR LESS, OUT OF THE A. A. LEWIS SURVEY, ABSTRACT No. 384, IN WILLIAMSON COUNTY, TEXAS.

OWNER'S CERTIFICATION:

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

I, Rudy McClellan, co-owner of the certain tract of land shown hereon and described in a deed recorded in Document No. 2006013079 of the Official Records of Williamson County, Texas, do hereby subdivide said tract as shown, and do hereby subdivide said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby forever dedicate to the public the roads, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate, and do hereby state that all public roadways and easements as shown on this plat are free of liens. This subdivision is to be known as **HILLTOP VISTA**

TO CERTIFY WHICH, WITNESS by my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Rudy McClellan  
3631 Whispering Brook Drive  
Kingwood, TX 77345

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

Before me, the undersigned authority, on this day personally appeared Rudy McClellan, known by me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the foregoing instrument as the owner of the property described hereon.

GIVEN UNDER MY HAND AND SEAL of office this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public in and for the State of Texas  
My Commission expires on: \_\_\_\_\_.

OWNER'S CERTIFICATION:

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

I, Helga McClellan, co-owner of the certain tract of land shown hereon and described in a deed recorded in Document No. 2006013079 of the Official Records of Williamson County, Texas, do hereby subdivide said tract as shown, and do hereby consent to all plat note requirements shown hereon, and do hereby forever dedicate to the public the roads, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate, and do hereby state that all public roadways and easements as shown on this plat are free of liens. This subdivision is to be known as **HILLTOP VISTA**

TO CERTIFY WHICH, WITNESS by my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Helga McClellan  
3631 Whispering Brook Drive  
Kingwood, TX 77345

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

Before me, the undersigned authority, on this day personally appeared Helga McClellan, known by me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the foregoing instrument as the owner of the property described hereon.

GIVEN UNDER MY HAND AND SEAL of office this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public in and for the State of Texas  
My Commission expires on: \_\_\_\_\_.

PLAT NOTES:

- 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 attributed to them and acknowledges that the improvements may be removed by the County and that the Owner of the improvement shall be responsible for the relocation and/or replacement of the improvement.
- In approving this plat by the Commissioner's Court of Williamson County, Texas, it is understood that the building of all roads, and other public thoroughfares and any bridges or culverts necessary to be constructed or placed is the responsibility of the owner(s) of the tract of land covered by this plat in accordance with the plans and specifications prescribed by the Commissioner's Court of Williamson County, Texas. Said Commissioner's Court assumes no obligation to build any of the roads, or other public thoroughfares shown on this plat, or of constructing any of the bridges or drainage improvements in connection therewith. The County will assume no responsibility for drainage ways or easements in the subdivision, other than those draining or protecting the road system.
- It is the responsibility of the owner, not the County, to assure compliance with the provisions of all applicable state, federal and local laws and regulations relating to the platting and development of this property.
- The County assumes no responsibility for the accuracy of representations by other parties in this plat. Floodplain data, in particular, may change. It is further understood that the owners of the tract of land covered by this plat must install at their own expense all traffic control devices and signage that may be required before the roads in the subdivision have finally been accepted for maintenance by the County.
- Rural mailboxes shall be set three feet from the edge of the pavement or behind curbs, when used. All mailboxes within county arterial right-of-way shall meet the current TxDOT standards. Any mailbox that does not meet this requirement may be removed by Williamson County.
- No structure or land within this plat shall hereafter be located or altered without first obtaining a Development Permit from the Williamson County Floodplain Administrator.
- The minimum lowest finished floor elevation shall be one foot higher than the highest spot elevation that is located within five feet outside the perimeter of the building, or one foot above the BFE, whichever is higher.
- Landscaping is prohibited within the County Road right-of-way.
- Water service for this subdivision will be provided by a private water well.
- Sewer service for this subdivision will be provided by On-Site Sewage Facilities.

SURVEYOR'S CERTIFICATION

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

I, Kenneth Louis Crider, Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correctly made from an actual survey made on the ground of the property legally described hereon, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, and that the corner monument shown thereon were properly placed under my supervision in accordance with the City of Georgetown Regulations.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Williamson County,

Texas, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Kenneth Louis Crider  
Registered Professional Land Surveyor No. 5624  
State of Texas

ENGINEER'S CERTIFICATION:

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

I, Tammi Migl, Registered Professional Engineer in the State of Texas, do hereby certify that this plat is not located within the Edwards Aquifer Recharge Zone and is not encroached by a Special Flood Hazard Area Inundated by 100 year Flood as identified by the U.S. Federal Emergency Management Agency Boundary Map, (Flood Insurance Rate Map), Community-Panel Number 48491C0150 E, effective date September 26, 2008.

Tammi Migl  
Registered Professional Engineer No. 92607  
State of Texas

ROAD NAME AND 911 ADDRESSING APPROVAL

Road name and address assignments verified this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ A.D.

Teresa Baker  
Williamson County Addressing Coordinator

FLOODPLAIN ADMINISTRATOR APPROVAL

Based upon the above representations of the Engineer of Surveyor whose seal is affixed hereto, and after a review of the plat as represented by the said Engineer or Surveyor, I find that this plat complies with the Williamson County Floodplain Regulations. This certification is made solely upon such representations and should not be relied upon for verifications of the facts alleged. Williamson County disclaims any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this plat and the documents associated within it.

J. Terron Evertson, County Engineer  
Williamson County Floodplain Administrator

HEALTH DISTRICT APPROVAL

Based upon the above representations of the Engineer of Surveyor whose seal is affixed hereto, and after a review of the plat as represented by the said Engineer or Surveyor, I find that this blue line (survey) complies with the requirements of Edwards Aquifer Regulations for Williamson County and Williamson County On-Site Sewage Facility Regulations. This certification is made solely upon such representations and should not be relied upon for verifications of the facts alleged. The Williamson County and Cities Health District (WCCHD) and Williamson County disclaim and 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, OS0029596  
Director, Environmental Health Services, WCCHD

Date

COUNTY JUDGE'S APPROVAL

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

I, Dan A. Gattis, County Judge of Williamson County, Texas, do hereby certify that this map of plat, with field notes hereon, for a subdivision having been fully presented to the Commissioner's Court of Williamson County, Texas, and by the said Court duly considered, were on this day approved and that this plat is authorized to be registered and recorded in the proper records of the County Clerk of Williamson County, Texas.

Dan A. Gattis, County Judge  
Williamson County, Texas

COUNTY CLERK'S APPROVAL:

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

I, Nancy Rister, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, A.D., at \_\_\_\_ o'clock, \_\_\_\_M., and duly recorded in the Official Public Records of said County under Document No. \_\_\_\_\_.

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

\_\_\_\_\_, Clerk  
County Court of Williamson County, Texas

SHEET

2 OF 2

Texas Land Surveying, Inc.

3613 Williams Drive, Suite 903 — Georgetown, Texas 78628  
(512) 930-1600/(512) 930-9389 fax  
www.texas-ls.com  
TBPLS FIRM NO.10056200

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**Commissioners Court - Regular Session****34.****Meeting Date:** 03/20/2018

WCEMS New Member Recognition

**Submitted By:** Michael Knipstein, EMS**Department:** EMS**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

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

**Background**

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

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Michael Knipstein

Final Approval Date: 03/06/2018

**Reviewed By**

Wendy Coco

**Date**

03/06/2018 12:26 PM

Started On: 03/06/2018 06:55 AM

**Commissioners Court - Regular Session****35.****Meeting Date:** 03/20/2018

WCCHD 2017 local health department of the year

**Submitted For:** Terry Cook**Submitted By:** Garry Brown, Commissioner Pct. #1**Department:** Commissioner Pct. #1**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Consider, discuss, and recognize the Williamson County and Cities Health District as the 2017 Local Health Department of the Year awarded by the Texas Association of City and County Health Officials.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Local Health Dept of the Year Press Release

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Garry Brown

Final Approval Date: 03/08/2018

**Reviewed By**

Wendy Coco

**Date**

03/08/2018 06:37 PM

Started On: 03/07/2018 12:57 PM



## Williamson County and Cities Health District

100 West 3rd Street | Georgetown, TX 78626



### FOR IMMEDIATE RELEASE

January 31, 2018

Contact: Deb Strahler  
512-248-7629

### **Williamson County and Cities Health District Named Local Health Department of the Year**

The Williamson County and Cities Health District (WCCHD) announced today that it has been named the Texas Association of City & County Health Officials (TACCHO) Local Health Department of the Year Award at its Annual Conference.

Local health departments in Texas, regardless of size, strive to realize this goal through the prevention of disease and the promotion and protection of the health of all those who reside in Texas.

The TACCHO Local Health Department (LHD) of the Year Award was established to honor these efforts performed by LHDs within the state of Texas.

This year's award theme was "Shaping the Health of Texans for Tomorrow through the Public Health Leadership Today." WCCHD demonstrated this leadership by becoming the first LHD in Texas to become dually-accredited by NACCHO's Public Health Accreditation Board (PHAB) in 2016 and being certified as "Project Public Health Ready" for demonstrating the highest standard of Public Health Emergency Preparedness in 2017. These two accomplishments, among others, such as responding to major environmental health threats to promoting nutrition education and healthy foods for pregnant women, new mothers, infants and young children through WIC services, help WCCHD reach its mission of "protecting and promoting the health of the people of Williamson County."

"I am humbled and quite proud to announce that WCCHD was chosen as TACCHO's Local Health Department of the Year recipient for 2017," said Executive Director John H. Teel. "In my 40 years in public health work at the local, state, and federal levels, I have never seen another organization that was so forward-thinking and dynamic in the conduct of public health practice."

TACCHO is the premier member organization serving both Texas local public health officials and the departments which they lead in order to enhance local public health practice in Texas with the ultimate goal of improving the health of Texans and the communities in which they live.

The Williamson County and Cities Health District has provided public health services to Williamson County since 1943. Our Public Health Centers and offices are located in Cedar Park, Georgetown, Round Rock, and Taylor. More information can be found at [www.wcchd.org](http://www.wcchd.org).

###

**Commissioners Court - Regular Session****36.****Meeting Date:** 03/20/2018

World TB Day 2018

**Submitted For:** Terry Cook**Submitted By:** Garry Brown, Commissioner Pct. #1**Department:** Commissioner Pct. #1**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on a proclamation declaring Saturday, March 24, 2018 as World TB Day in Williamson County.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**[World TB Day 2018 proclamation](#)

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Garry Brown

Final Approval Date: 03/15/2018

**Reviewed By**

Wendy Coco

**Date**

03/15/2018 08:54 AM

Started On: 03/14/2018 12:50 PM

# PROCLAMATION

**WHEREAS**, in 1882, Dr. Robert Koch announced his discovery of *Mycobacterium tuberculosis*, the bacillus that causes tuberculosis (TB); and

**WHEREAS**, anyone can get TB, and although TB is preventable and curable, many people in the United States still suffer from this disease; and

**WHEREAS**, TB remains one of the world's leading infectious killers, being responsible for the deaths of nearly 1.7 million people each year and representing the ninth leading cause of death globally; and

**WHEREAS**, our current efforts to find and treat latent TB infection (LTBI) and TB disease is not sufficient, and misdiagnosis of TB still exists and health care professionals often do not consider the possibility of TB; and

**WHEREAS**, the U.S. theme for World TB Day 2018 is "Wanted: Leaders for a TB Free United States. We can make history. End TB.";

**NOW THEREFORE BE IT PROCLAIMED**, that the Williamson County Commissioners Court hereby declares March 24, 2018, as World TB Day in Williamson County to bring attention to the issue of TB to our residents and medical professionals.

Signed on this date: \_\_\_\_\_

\_\_\_\_\_  
Dan Gattis, County Judge

\_\_\_\_\_  
Terry Cook, Commissioner Precinct 1

\_\_\_\_\_  
Valerie Covey, Commissioner Precinct 3

\_\_\_\_\_  
Cynthia Long, Commissioner Precinct 2

\_\_\_\_\_  
Larry Madsen, Commissioner Precinct 4

**Commissioners Court - Regular Session****37.****Meeting Date:** 03/20/2018

Purchasing Month Proclamation 2018

**Submitted By:** Kerstin Hancock, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss and take appropriate action on proclaiming the month of March 2018 as Purchasing Month.

**Background**

The National Institute of Governmental Purchasing has proclaimed the month of March as Purchasing Month for the awareness of the purchasing professionals' role to government officials.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Purchasing Month Proclamation

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Kerstin Hancock

Final Approval Date: 03/14/2018

**Reviewed By**

Randy Barker

Rebecca Clemons

**Date**

03/12/2018 10:13 AM

03/14/2018 09:36 AM

Started On: 03/09/2018 02:22 PM



**PROCLAMATION  
WILLIAMSON COUNTY, TEXAS  
PURCHASING MONTH  
MARCH 2018**

**WHEREAS**, the Williamson County Purchasing Department recognizes, supports and practices the Public Procurement Values and Guiding Principles of Accountability, Ethics, Impartiality, Professionalism, Service and Transparency, established by NIGP – The Institute of Governmental Purchasing, as fundamental tenants for the public procurement profession;

**WHEREAS**, the Williamson County Purchasing Department ensures that best value is delivered in a friendly, customer-service oriented manner – whether working with internal or external contacts;

**WHEREAS**, Public Procurement Professionals are committed to seek the highest procurement value in terms of quality and price and are striving for maximum stewardship of the public resources they are entrusted with;

**WHEREAS**, Public Procurement Professionals provide professional advice, guidance and assistance for all levels of clientele and needs, from simple Office Supplies purchases to complex Technology Solutions as well as Construction Purchasing;

**WHEREAS**, Purchasing commits to maximizing and encouraging fair competition, and provides interested and qualified vendors with an opportunity to offer their products and/or services to the entity.

**NOW THEREFORE BE IT RESOLVED**, that the Commissioners Court of Williamson County, Texas hereby proclaims the month of March 2018 as:

**“Purchasing Month”**

In Williamson County, Texas and urges all citizens to join the Williamson County Commissioners Court in recognizing the role of the Purchasing profession within business, industry and government.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the SEAL  
of Williamson County to be affixed this 20<sup>th</sup> day of March 2018

---

Dan A. Gattis, Williamson County Judge

**Commissioners Court - Regular Session****38.****Meeting Date:** 03/20/2018

Tenure step increase for County Attorney's Office Public Hearing

**Submitted For:** D. Hobbs**Submitted By:** Stephanie Lloyd, County Attorney**Department:** County Attorney**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

10:00 Conduct public hearing relating to a request from County Attorney Dee Hobbs to increase the budgeted salary amount for the position of CA Sgt. Investigator, position #1801, in the County Attorney's Office 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**

1. The reason for the payment in excess of the budgeted amount is to provide the necessary step increase for a tenured employee who has the TCOLE records to show his prior years of service.
2. The excess amount is \$2,565.57 which will be paid through the normal bi-weekly payroll. The public purpose served by providing this tenure step increase is the ability to reduce service delivery issues due to turnover and provide accurate and timely service due to the advanced knowledge and prior years of service of the current employee.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Stephanie Lloyd

Final Approval Date: 03/15/2018

**Reviewed By**

Wendy Coco

**Date**

03/15/2018 09:12 AM

Started On: 03/11/2018 03:53 PM

**Commissioners Court - Regular Session****39.****Meeting Date:** 03/20/2018

Tenure step increase for County Attorney's Office

**Submitted For:** D. Hobbs**Submitted By:** Stephanie Lloyd, County Attorney**Department:** County Attorney**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on a request by County Attorney Dee Hobbs to increase the budgeted salary amount for the position of CA Sgt. Investigator, position #1801, in the County Attorney's Office from the budgeted annual salary amount of \$63,506.93 to the increased salary amount of \$66,072.50 for the remainder of the current fiscal year.

**Background**

This increase is due to a tenure step increase request and will be funded using excess salary funds in the current budget.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Stephanie Lloyd

Final Approval Date: 03/15/2018

**Reviewed By**

Wendy Coco

**Date**

03/15/2018 09:12 AM

Started On: 03/11/2018 04:26 PM

**Commissioners Court - Regular Session****40.****Meeting Date:** 03/20/2018

Road Bond Construction Summary Report

**Submitted By:** Dawn Haggard, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Receive and acknowledge the March 2018 Construction Summary Report for the Road Bond Program.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**March 2018 Construction Summary Report

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 03/15/2018

**Reviewed By**

Wendy Coco

**Date**

03/15/2018 11:21 AM

Started On: 03/14/2018 05:36 PM



# ROAD BOND PROGRAM

## Construction Summary Report

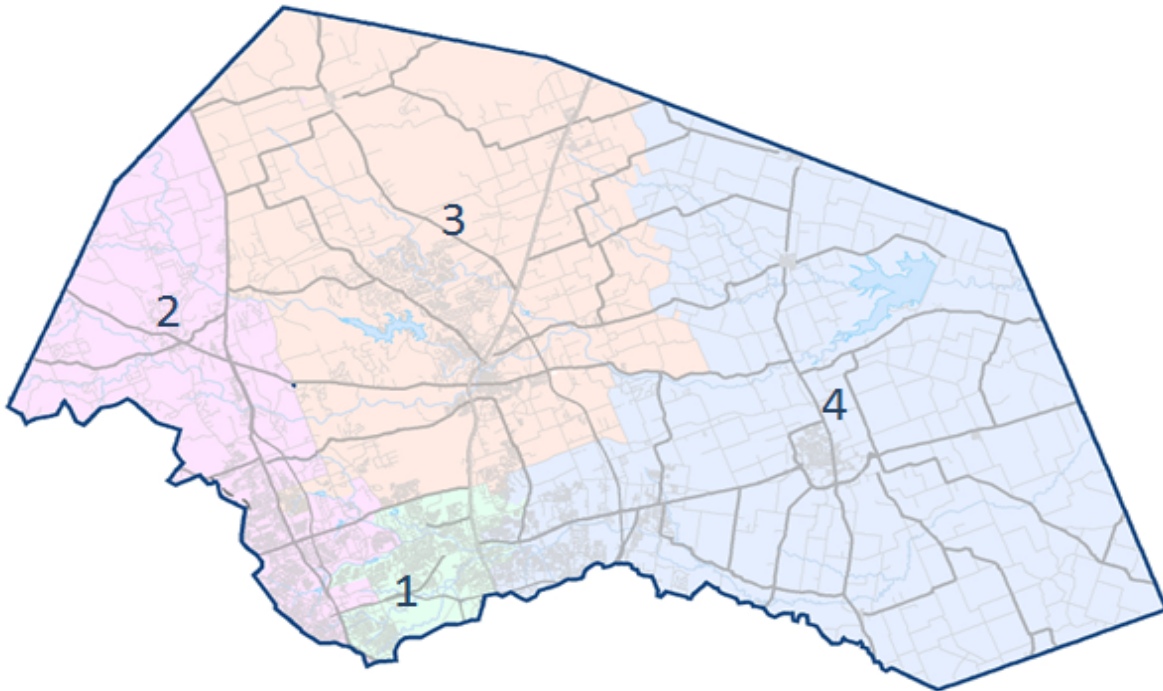
County Judge  
Dan Gattis

Commissioners  
Terry Cook  
Cynthia Long  
Valerie Covey  
Larry Madsen

# March 2018

[WWW.ROADBOND.ORG](http://WWW.ROADBOND.ORG)

Volume XVII - Issue No.03



Presented By:



PRIME  
STRATEGIES,  
INC.

# HNTB

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# **WILLIAMSON COUNTY**

## **ROAD BOND PROGRAM**

### **COMPLETED PROJECTS**

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF FEBRUARY 2018

#### **Precinct 1**

- Pond Springs Road (signal) – Apr 2002
- McNeil Road, Phase 1 – Jan 2005
- McNeil Road, Phase 2 – Feb 2007
- RM 620, Phase 1 – Jan 2009
- Pond Springs Road – Sep 2010
- County Road 174 at Brushy Creek – Jun 2011
- O'Connor Drive Extension – Apr 2012
- King of Kings Crossing – Aug 2012
- RM 620 Safety Improvements – Dec 2014
- Pearson Ranch Road – Oct 2017
- Forest North Phase 2 – Oct 2017

#### **Precinct 2**

- RM 1869 at SH 29 (signal) – Aug 2002
- River Bend Oaks – Feb 2003
- County Road 175 – Jun 2003
- County Road 200 – Sep 2003
- Ronald Reagan Blvd, South Ph. 1 – Dec 2004
- County Road 214 – Feb 2005
- County Road 258 – Sep 2006
- San Gabriel Pkwy, Ph. 1 – Feb 2007
- Ronald Reagan Blvd North Ph. 1 – Mar 2007
- Lakeline Blvd – Jul 2007
- Ronald Reagan Blvd South Ph. 2 – Feb 2008
- US 183 at CR 274 – Feb 2008
- County Road 175 Phase 2A – Jan 2010
- US 183 at FM 3405 Traffic Signal – Mar 2010
- US 183 at FM 3405 Left Turn Lanes – May 2010
- County Road 214 Phase 2A – Jan 2011
- San Gabriel Parkway Ph. 2 – Oct 2011
- US 183 (PTF) – Apr 2012
- SH 29 TWLTL Liberty Hill – Dec 2012
- Hero Way – Feb 2013
- County Roads 260/266 – Apr 2013
- County Road 277 – Jul 2014
- Lakeline Blvd at US 183 – Nov 2014
- Lakeline Blvd Ph. 2 – Apr 2015
- County Road 258 – Jul 2017
- Arterial H – Feb 2018

# **WILLIAMSON COUNTY**

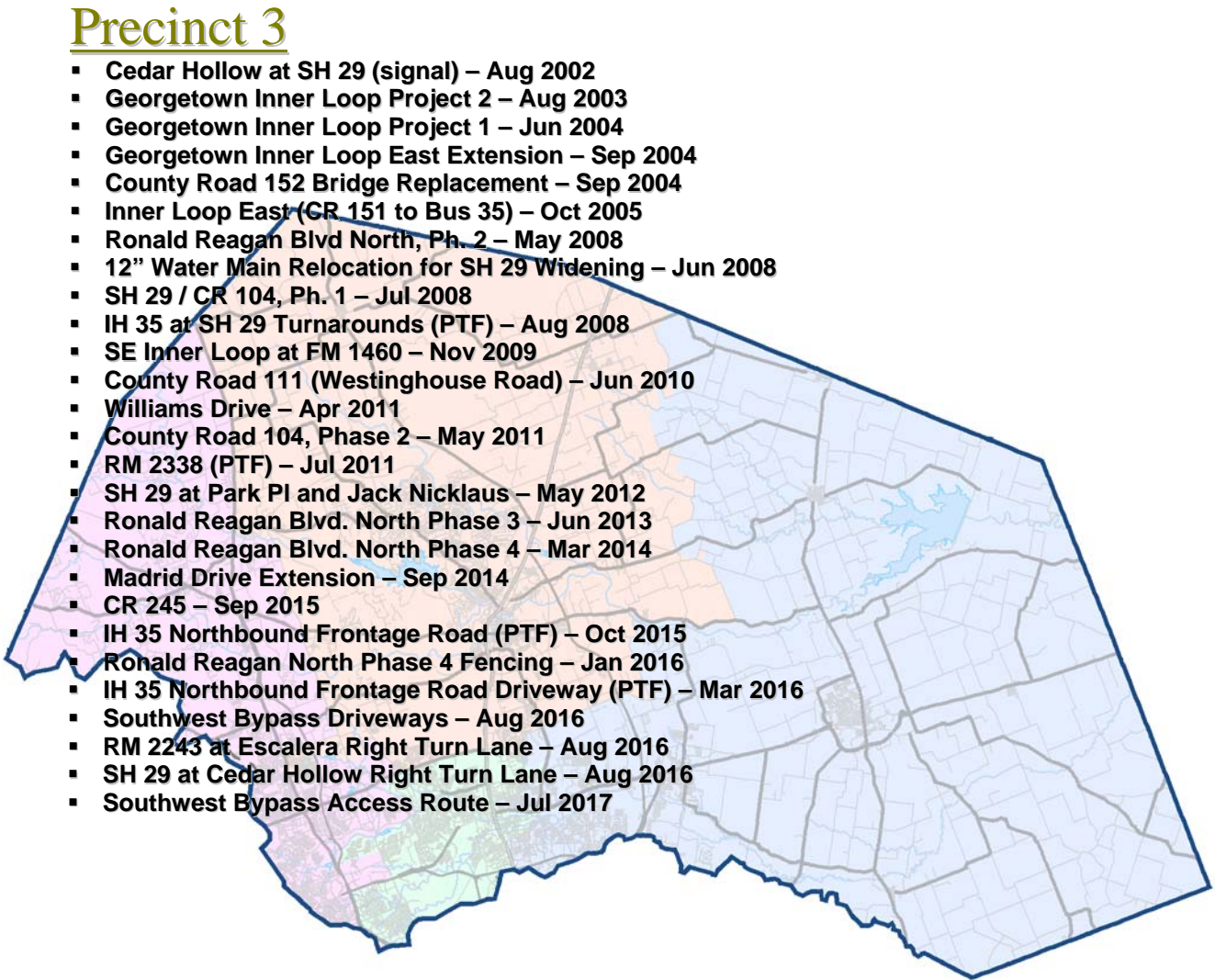
## **ROAD BOND PROGRAM**

### **COMPLETED PROJECTS**

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF FEBRUARY 2018

#### **Precinct 3**

- Cedar Hollow at SH 29 (signal) – Aug 2002
- Georgetown Inner Loop Project 2 – Aug 2003
- Georgetown Inner Loop Project 1 – Jun 2004
- Georgetown Inner Loop East Extension – Sep 2004
- County Road 152 Bridge Replacement – Sep 2004
- Inner Loop East (CR 151 to Bus 35) – Oct 2005
- Ronald Reagan Blvd North, Ph. 2 – May 2008
- 12" Water Main Relocation for SH 29 Widening – Jun 2008
- SH 29 / CR 104, Ph. 1 – Jul 2008
- IH 35 at SH 29 Turnarounds (PTF) – Aug 2008
- SE Inner Loop at FM 1460 – Nov 2009
- County Road 111 (Westinghouse Road) – Jun 2010
- Williams Drive – Apr 2011
- County Road 104, Phase 2 – May 2011
- RM 2338 (PTF) – Jul 2011
- SH 29 at Park Pl and Jack Nicklaus – May 2012
- Ronald Reagan Blvd. North Phase 3 – Jun 2013
- Ronald Reagan Blvd. North Phase 4 – Mar 2014
- Madrid Drive Extension – Sep 2014
- CR 245 – Sep 2015
- IH 35 Northbound Frontage Road (PTF) – Oct 2015
- Ronald Reagan North Phase 4 Fencing – Jan 2016
- IH 35 Northbound Frontage Road Driveway (PTF) – Mar 2016
- Southwest Bypass Driveways – Aug 2016
- RM 2243 at Escalera Right Turn Lane – Aug 2016
- SH 29 at Cedar Hollow Right Turn Lane – Aug 2016
- Southwest Bypass Access Route – Jul 2017



# **WILLIAMSON COUNTY**

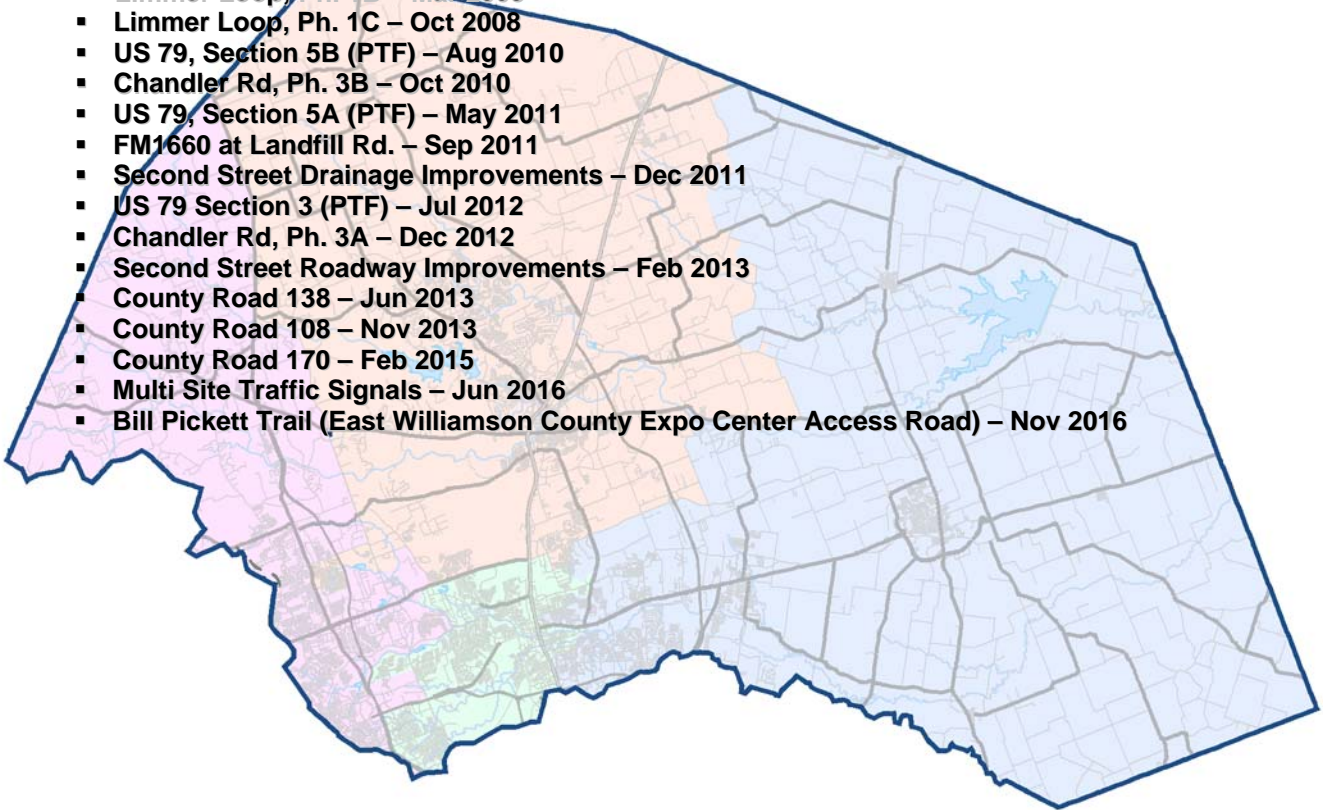
## **ROAD BOND PROGRAM**

### **COMPLETED PROJECTS**

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF FEBRUARY 2018

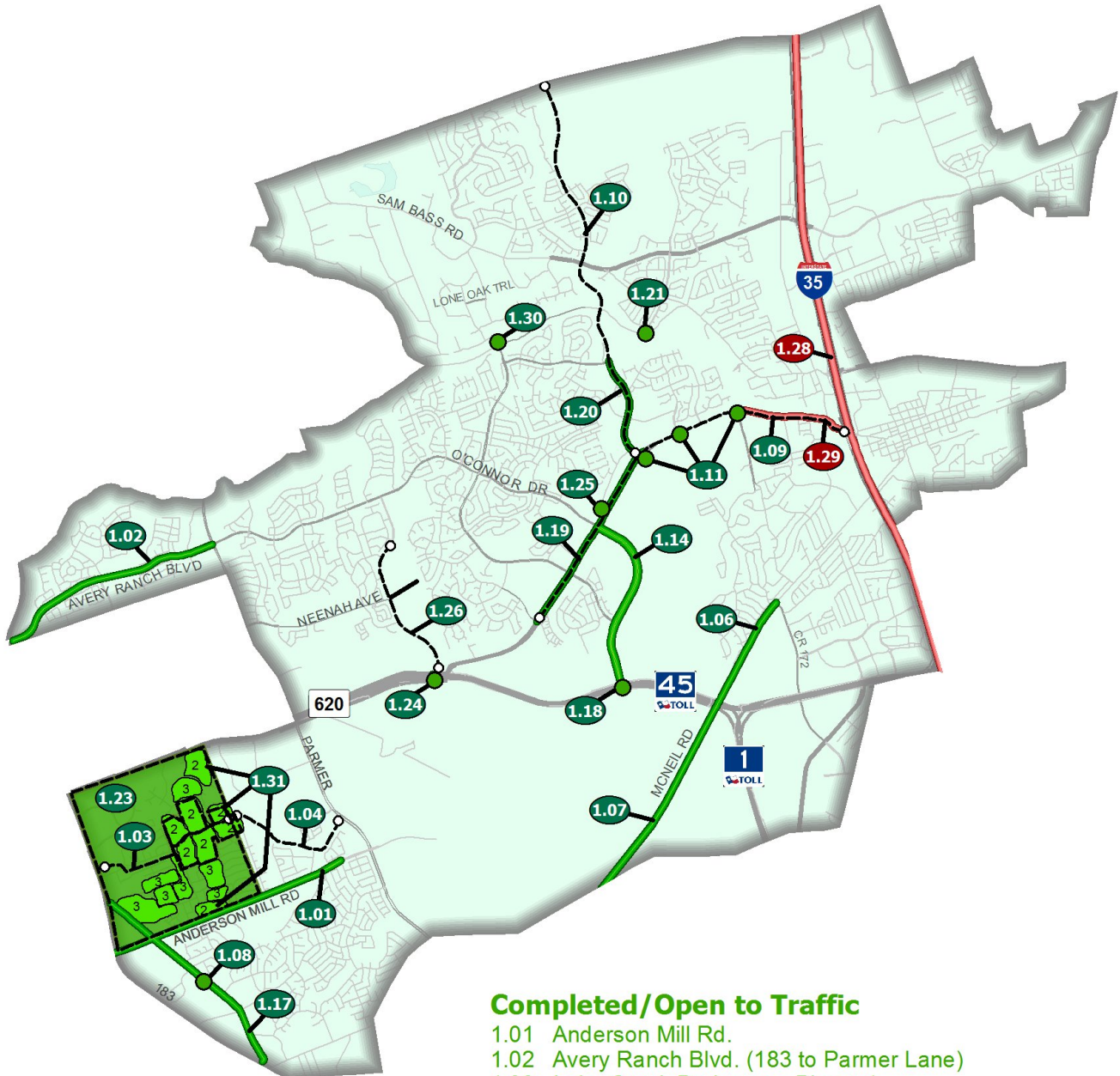
#### **Precinct 4**

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



# 2006 ROAD BOND PROGRAM PROJECTS

## PRECINCT 1 - COMMISSIONER COOK



### Completed/Open to Traffic

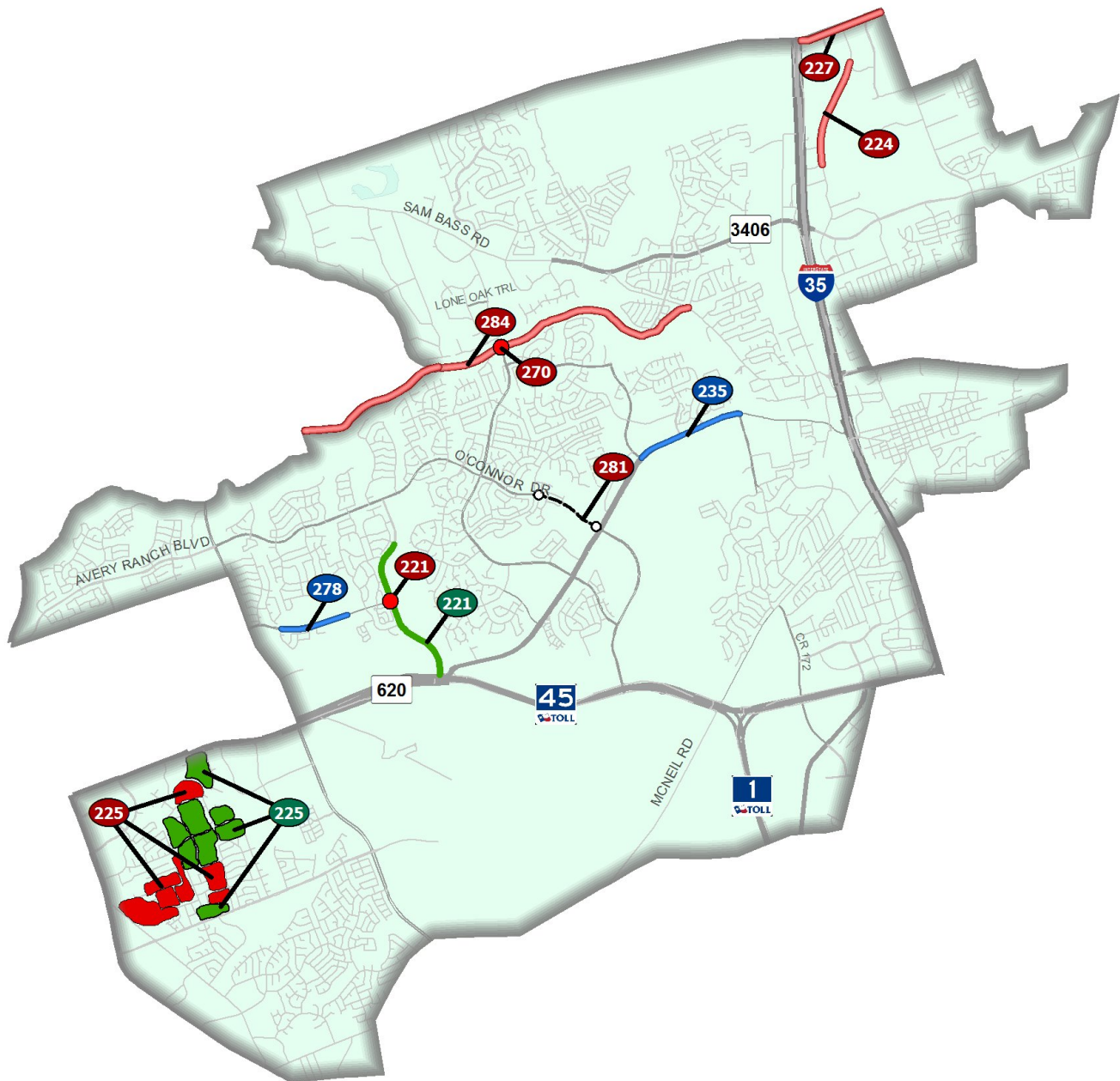
- 1.01 Anderson Mill Rd.
- 1.02 Avery Ranch Blvd. (183 to Parmer Lane)
- 1.03 Lake Creek Drainage – Phase 1 ○—○
- 1.04 Lake Creek Drainage – Phase 2 ○—○
- 1.06 McNeil Road - Phase 1
- 1.07 McNeil Road - Phase 2
- 1.08 Pond Springs at Turtle Rock Signal
- 1.09 RM 620 Feasibility Study ○—○
- 1.10 Wyoming Springs North Study ○—○
- 1.11 RM 620 Interim Improvements – Phase 1
- 1.14 O'Connor Extension
- 1.17 Pond Springs Road
- 1.18 O'Connor Overpass at SH 45
- 1.19 RM 620 (Cornerwood Dr. to Wyoming Springs)
- 1.20 Wyoming Springs (620 to Brightwater Blvd.)
- 1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
- 1.23 Forest North Drainage Study - Phase 1 [ ]
- 1.25 King of Kings Crossing
- 1.26 Pearson Ranch Road (Design) ○—○
- 1.24 Pearson Ranch Underpass at SH 45/ RM 620
- 1.30 Great Oaks at Brushy Creek (design)
- 1.31 Forest North Drainage Improvements - Phase 2 (design) [ ]
- 1.31 Forest North Drainage Improvements - Phase 3 (design) [ ]

### In Design

- 1.28 IH 35 Operational Analysis
- 1.29 RM 620 (IH 35 to Deep Wood Dr.)

# 2013 ROAD BOND PROGRAM PROJECTS

## PRECINCT 1 - COMMISSIONER COOK



### Completed/Open to Traffic

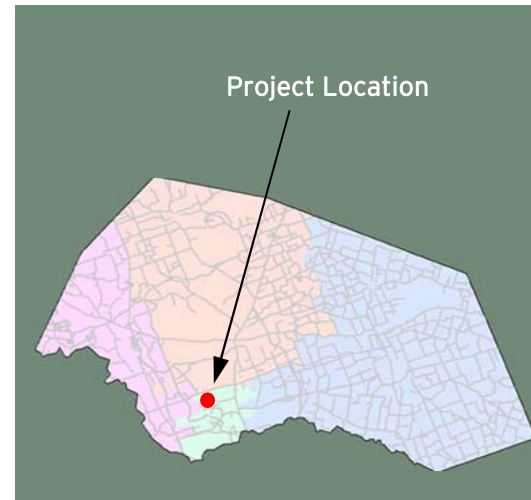
- 221 Pearson Ranch Road
- 225 Forest North Drainage Improvements - Phase 2

### Under Construction/Bidding

- 235 RM 620 Phase 2 (Wyoming Springs to Deep Wood Drive)
- 278 Neenah Avenue Widening (Olive Hill Drive to end)

### In Design

- 221 Pearson Ranch Road (Signal)
- 224 North Mays Street Extension (La Paloma to Oakmont Dr.)
- 225 Forest North Drainage Improvements - Phase 3
- 227 University Blvd Widening (IH 35 to Sunrise Rd.)
- 270 Great Oaks at Brushy Creek
- 281 O'Connor Drive North of RM 620 (Traffic Study) ○—○
- 284 Hairy Man Rd/Brushy Creek Rd Safety Improvements (Arrowhead Trail to Sam Bass Road)



## RM 620 Phase 2

(Wyoming Springs to Deep Wood Drive)

Project Length: .9 Miles

Roadway Classification: Urban Principal Arterial

Project Schedule: January 2017-March 2018

Estimated Construction Cost: \$6.1 Million



## FEBRUARY 2018 IN REVIEW

**02/02/2018:** Cox Commercial Construction graded and compacted the curb and gutter at the east and west side of Oaklands. Subcontractor Greater Austin formed and poured slot drain deck and walls on Oaklands. Subcontractor Austin Traffic Signal (ATS) drilled and placed pedestrian pole foundation at the northwest corner of Oaklands. ATS placed ground boxes and conduit for sign at Oaklands and placed traffic signal poles at Hospital Entrance and Oaklands.

**02/09/2018:** Subcontractor Greater Austin formed and placed riprap at Block Walls 1 and 2. Sidewalk was formed and placed between Driveway 8 and Oakland. Pedestrian ramps were placed at Oaklands and Oakwoods.

**02/16/2018:** Topsoil was graded along new sidewalk and new safety end treatments. Subcontractor Greater Austin Development placed forms and poured concrete sidewalks, pedestrian ramps and safety end treatments for drainage structures. Subcontractor Austin Materials paved asphalt on side streets and driveways on Oakwood, Oaklands and the Hospital Driveway.

**02/23/2018:** Excavation began for the sidewalk on west end of project behind the left (north) curb line. Culvert end treatments were backfilled.



Design Engineer: Halff Associates  
Contractor: Cox Commercial Construction  
Construction Observation: Clayton Weber, HNTB

Williamson County  
Road Bond Program

**RM 620 Safety Improvements (Wyoming Springs to Deep Wood)**
**Project No. 1608-108**

Original Contract Price = \$6,082,225.70

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
9/28/2016	11/30/2016	1/3/2017	1/13/2017			425	0	425
	<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
	1	1/13/2017	1/31/2017	19	\$459,169.50	\$459,169.50	7	4
	2	2/1/2017	2/28/2017	28	\$280,194.00	\$739,363.50	12	11
	3	3/1/2017	3/31/2017	31	\$389,047.00	\$1,128,410.50	18	18
	4	4/1/2017	4/30/2017	30	\$516,962.84	\$1,645,373.34	27	25
	5	5/1/2017	5/31/2017	31	\$285,725.66	\$1,931,099.00	31	33
	6	6/1/2017	6/30/2017	30	\$313,267.57	\$2,244,366.57	37	40
	7	7/1/2017	7/31/2017	31	\$274,834.20	\$2,519,200.77	41	47
	8	8/1/2017	8/31/2017	31	\$285,281.13	\$2,804,481.90	46	54
	9	9/1/2017	9/30/2017	30	\$368,485.34	\$3,172,967.24	52	61
	10	10/1/2017	10/31/2017	31	\$299,932.60	\$3,472,899.84	57	69
	11	11/1/2017	11/30/2017	30	\$234,228.72	\$3,707,128.56	60	76
	12	12/1/2017	12/31/2017	31	\$154,371.19	\$3,861,499.75	63	83
	13	1/1/2018	1/31/2018	31	\$349,918.70	\$4,211,418.45	69	90
	14	2/1/2018	2/28/2018	28	\$331,786.31	\$4,543,204.76	74	97

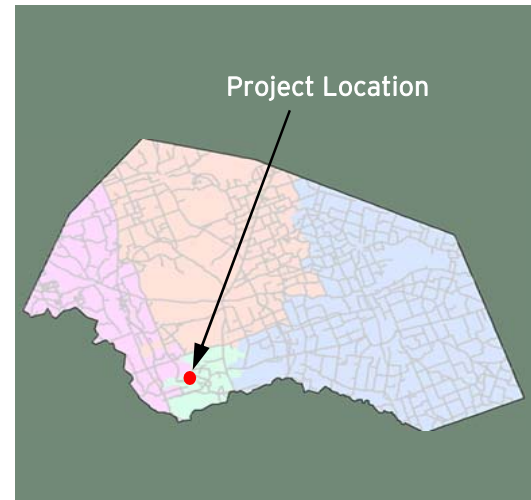
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	10/3/2017	7,495.80	7,495.80

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This change order adds revisions to the drainage system along Oaklands Drive, and the west end connection to the existing box culvert. 3H: County Convenience. Cost savings opportunity discovered during construction. This Change Order changed the full depth reconstruction on the east end of the project to level up with hot mix on the existing pavement which eliminated traffic control phases that results in a cost savings for the County.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	1/30/2018	49,456.20	56,952.00

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order revises the drainage inlets along Oaklands Drive. 3E: County Convenience. Reduction of future maintenance. This Change Order revises the signal conduits and controller cabinet at Oaklands Drive and RM 620.

Adjusted Price = \$6,139,177.70



## Neenah Avenue Widening (Olie Drive to the end of the road)

Project Length: .56 miles  
Roadway Classification: Minor Arterial

Project Schedule: February 2018 - December 2018  
Estimated Construction Cost: \$2.5 Million



## FEBRUARY 2018 IN REVIEW

**02/02/2018:** Smith and HNTB met to discuss phasing and constructability. Homeowners and schools have begun to receive notification of upcoming project.

**02/09/2018:** Perimeter barricades were installed and subcontractor Avery Lawn Care installed erosion control devices for Phase 1 work. Clearing the ROW for Phase 1 work began. Test shut outs for the existing waterline began.

**02/16/2018:** Clearing ROW and stripping vegetation continued for the culvert widening. Subcontractor Avery Lawn Care continued installing erosion control devices for Phase 1 work.

**02/23/2018:** Embanking began for the culvert widening. The downstream headwall and wingwalls for the proposed culvert widening were removed. Subcontractor Avery Lawn Care continued installing erosion control devices for Phase 1 work.



Design Engineer: Stantec Consulting  
Contractor: Smith Contracting  
Construction Observation:  
Ryan River, HNTB

Williamson County  
Road Bond Program

Neenah Avenue Widening (Olive Dr to end of road)  
Project No. 1710-194

Original Contract Price = \$2,529,398.54

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
10/17/2017	12/6/2017	1/26/2018	2/5/2018			350	0	350	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	2/5/2018	2/28/2018	24	\$125,365.50	\$125,365.50	\$13,929.50	\$13,929.50	5.5	7
						Adjusted Price = \$2,529,446.54			

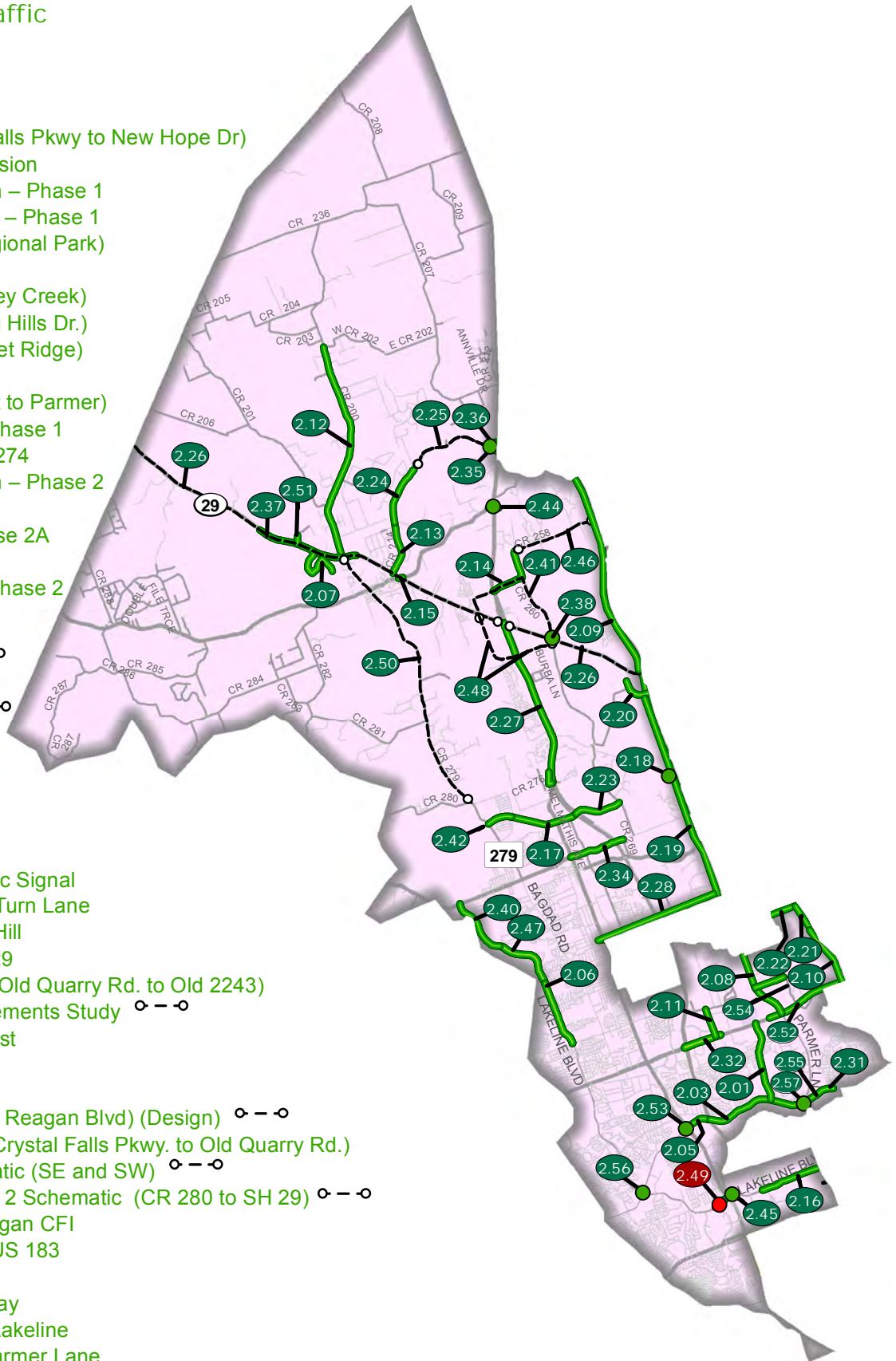
## 2006 ROAD BOND PROGRAM PROJECTS PRECINCT 2 - COMMISSIONER LONG

## Completed/Open to Traffic

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

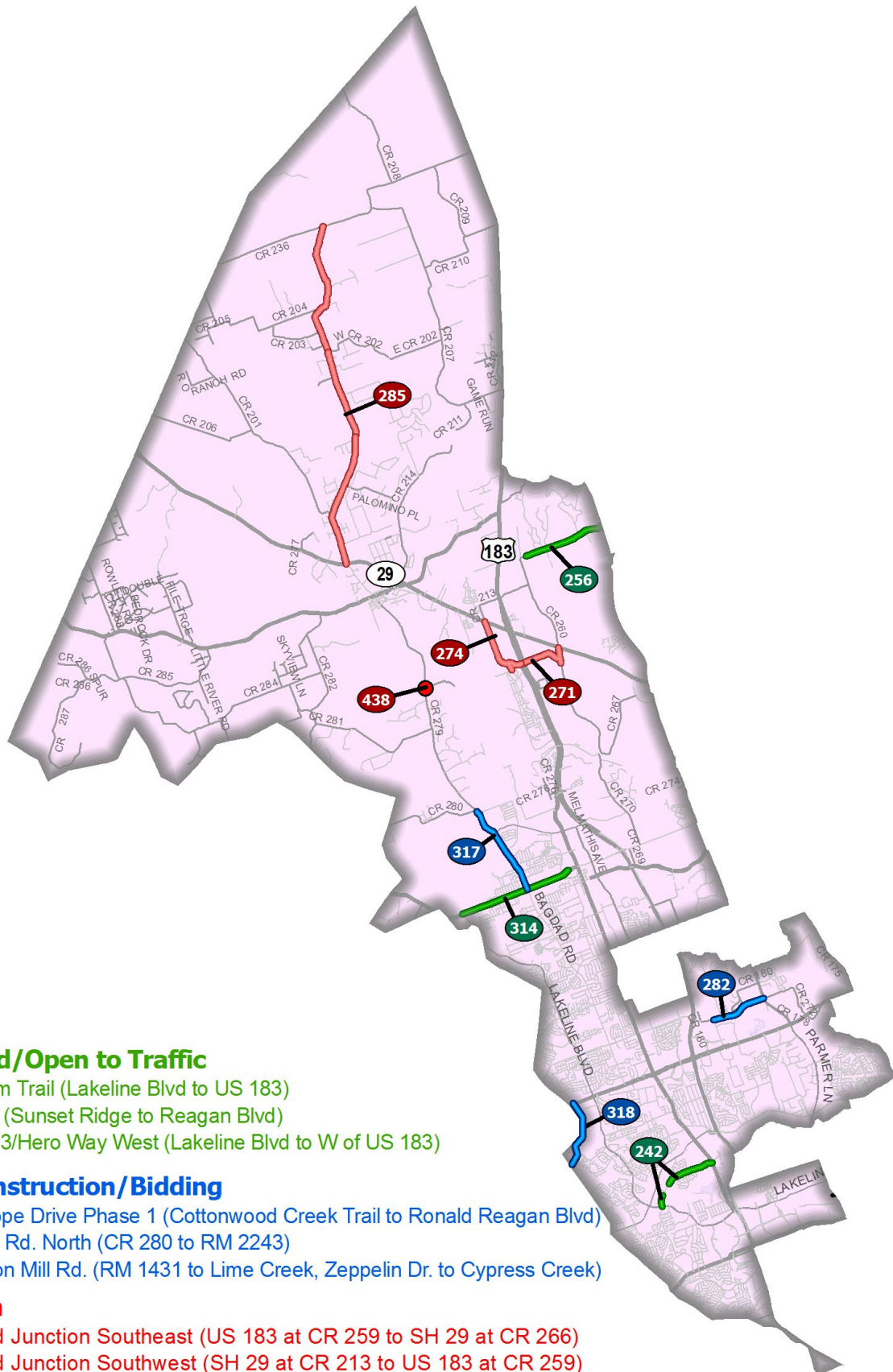
## In Design

- #### 2.49 Lakeline Blvd. Right Turn Lanes



# 2013 ROAD BOND PROGRAM PROJECTS

## PRECINCT 2 - COMMISSIONER LONG



### Completed/Open to Traffic

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

### Under Construction/Bidding

- 282 New Hope Drive Phase 1 (Cottonwood Creek Trail to Ronald Reagan Blvd)
- 317 Bagdad Rd. North (CR 280 to RM 2243)
- 318 Anderson Mill Rd. (RM 1431 to Lime Creek, Zeppelin Dr. to Cypress Creek)

### In Design

- 271 Seward Junction Southeast (US 183 at CR 259 to SH 29 at CR 266)
- 274 Seward Junction Southwest (SH 29 at CR 213 to US 183 at CR 259)
- 285 CR 200 - Preliminary Design (SH 29 to CR 236)
- 438 Bagdad Road at CR 278

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

Original Contract Price = \$5,808,856.58

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
4/20/2016	5/10/2016	7/29/2016	8/8/2016	7/25/2017		360	4	364	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>
1	7/1/2016	7/31/2016	0	\$204,692.63	\$204,692.63	\$22,743.63	\$22,743.63	4	0
2	8/8/2016	8/31/2016	24	\$647,625.15	\$852,317.78	\$71,958.35	\$94,701.98	16	7
3	9/1/2016	9/30/2016	30	\$768,046.95	\$1,620,364.73	\$85,338.55	\$180,040.53	30	15
4	10/1/2016	10/31/2016	31	\$523,476.94	\$2,143,841.67	\$58,164.10	\$238,204.63	39	23
5	11/1/2016	11/30/2016	30	\$98,689.54	\$2,242,531.21	\$10,965.50	\$249,170.13	41	32
6	12/1/2016	12/31/2016	31	\$38,127.37	\$2,280,658.58	\$4,236.38	\$253,406.51	42	40
7	1/1/2017	1/31/2017	31	\$636,301.80	\$2,916,960.38	\$70,700.20	\$324,106.71	53	49
8	2/1/2017	2/28/2017	28	\$395,763.89	\$3,312,724.27	\$43,973.76	\$368,080.47	61	56
9	3/1/2017	3/31/2017	31	\$456,281.18	\$3,769,005.45	\$50,697.91	\$418,778.38	69	65
10	4/1/2017	4/30/2017	30	\$317,257.62	\$4,086,263.07	\$35,250.85	\$454,029.23	75	73
11	5/1/2017	5/31/2017	31	\$325,276.60	\$4,411,539.67	\$36,141.84	\$490,171.07	81	82
12	6/1/2017	6/30/2017	30	\$382,942.21	\$4,794,481.88	\$42,549.14	\$532,720.21	88	90
13	7/1/2017	7/25/2017	25	\$732,546.03	\$5,527,027.91	-\$241,824.00	\$290,896.21	96	97
14	7/26/2017	8/31/2017	0	\$153,724.56	\$5,680,752.47	-\$174,962.49	\$115,933.72	95	97
15	9/1/2017	9/30/2017	0	\$1,997.73	\$5,682,750.20	\$40.77	\$115,974.49	95	97
16	10/1/2017	10/31/2017	0	\$33,430.15	\$5,716,180.35	\$682.25	\$116,656.74	96	97
17	11/1/2017	11/30/2017	0	\$1,011.36	\$5,717,191.71	\$20.64	\$116,677.38	96	97
18	12/1/2017	12/31/2017	0	\$493.92	\$5,717,685.63	\$9.93	\$116,687.31	96	97
19	1/1/2018	1/31/2018	0	\$31,113.85	\$5,748,799.48	\$634.98	\$117,322.29	97	97

3/2/2018 Comments - The Contractor is working on Close Out Documents.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	10/4/2016	9,660.00	9,660.00

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	1/31/2017	33,848.00	43,508.00

3B: County Convenience. Public relations improvement. 3F: County Convenience. Additional work desired by the County. This Change Order changes the hot mix pavement section on CR 258 from one 3" lift of Type C HMA PG 70-22 to one 2" lift of Type C HMA PG 64-22 and one 1.5" lift of Type D HMA PG 64-22 and deletes the one course surface treatment on Ronald Reagan.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	2/28/2017	38,765.00	82,273.00

2C: Differing Site Conditions (Unforeseeable). New development (conditions changing after PS&E completed). 4B: Third Party Accommodation. Third party requested work. This change order reflects multiple driveway changes including, extending a driveway culvert to accommodate a new driveway location, relocating a proposed driveway, extending a driveway culvert to save a heritage oak tree, adding a driveway to the project and shortening the guardrail at a proposed driveway location.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	3/21/2017	14,907.69	97,180.69

6C: Untimely ROW/Utilities Utilities Not Clear: This Change Order compensates the Contractor for additional costs to locate and avoid impacts to the AT&T line and to ensure uninterrupted service to adjacent properties. Utilities AT&T and PEC were scheduled to be clear by August 31, 2016, but were not clear until February 2017. The Contractor worked to avoid impacts to the existing AT&T line during the installation of the new City of Georgetown water line.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	3/21/2017	51,199.00	148,379.69

2J: Differing Site Conditions. (unforeseeable) Other. This change order revises various erosion control measures on the project, including the addition of soil retention blanket to the contract to prevent erosion and help to establish vegetation quicker on the slopes and in the ditches. 3H: County Convenience. Cost savings opportunity discovered during construction. This change order replaces the 12" Gabion mattresses with Flexamat. The use of this product was approved by the County Road and Bridge Department. The 3' x 3' gabions were deleted due to changes at the downstream end of Culvert #2.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
06	5/16/2017	23,780.00	172,159.69

1A: Design Error or Omission. Incorrect PS&E. This Change Order documents the quantity/cost overrun to existing bid Item 508 Constructing Detours. 2C: Differing Site Conditions. New development (conditions changing after PS&E). This change order also includes the deletion of existing bid items; Item 403 Temporary Shoring, Item 552 Wire Fencing and Gate because these items will not be used on the project and a reduction in quantity for Item 512 Port Concrete Traffic Barrier, Ty 1 and 2.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
07	6/6/2017	48,426.44	220,586.13

2F: Differing Site Conditions (unforeseeable). Site conditions altered by an act of nature. Ground water was encountered at the east end of the project while excavating to subgrade on the proposed eastbound half of the project. After several days of pumping, cutting trenches, excavating, and reworking subgrade to try and dry it out a French drain was installed to relieve the ground water that was causing the issues with the subgrade.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
08	11/7/2017	47,221.90	267,808.03

2E: Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order documents payment to the Contractor for various items of additional work that include adding pipe at a driveway. 2F: Differing Site Conditions. Site conditions altered by an act of nature. Repair of storm damage on the project. 6C: Untimely ROW/Utilities. Utilities not clear. Added monthly barricades. 3F: County Convenience. Additional work desired by the County. Removal of a sign on the right of way.

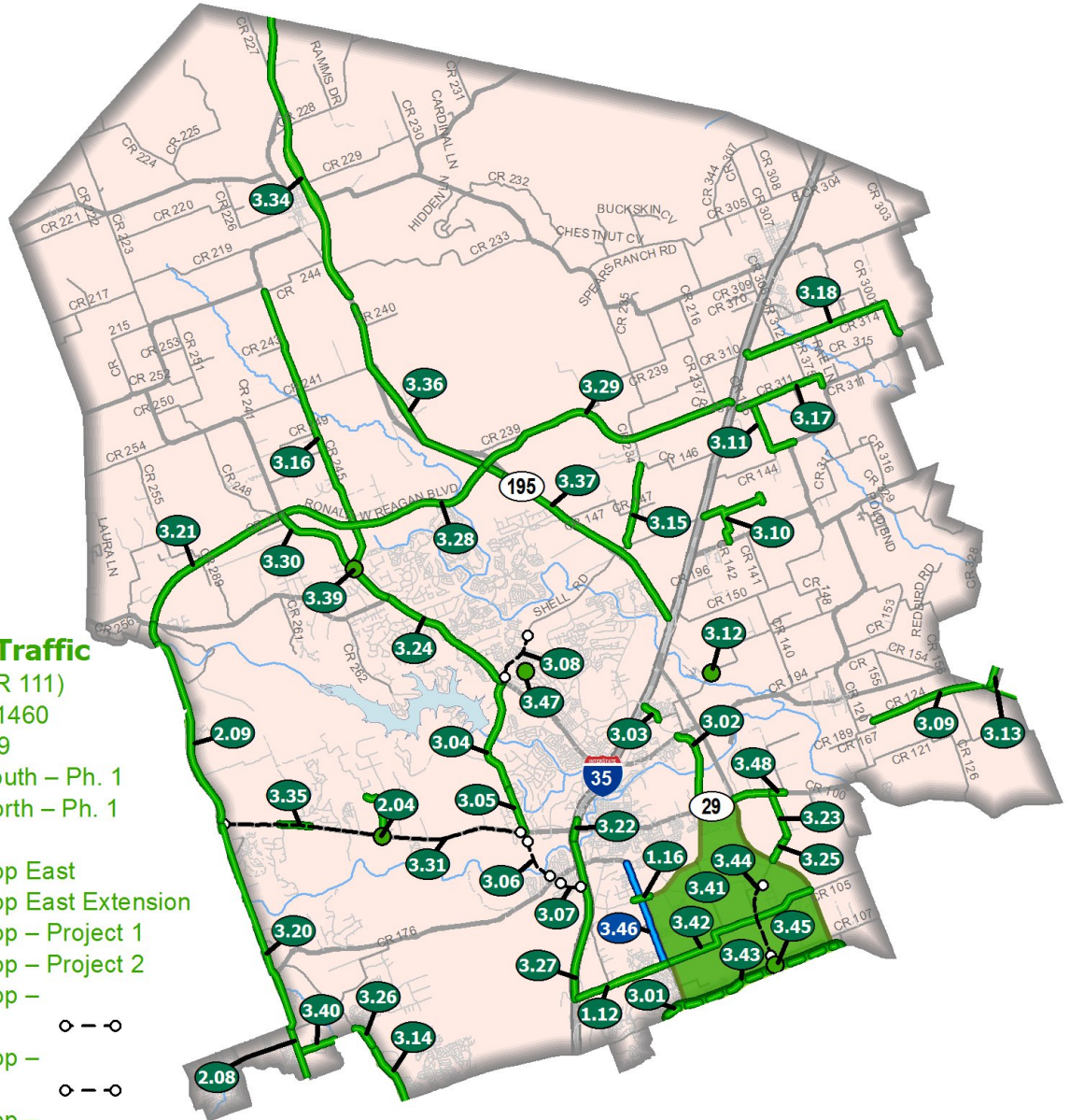
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Adjusted Price = \$6,076,664.61

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# 2006 ROAD BOND PROGRAM PROJECTS

## PRECINCT 3 - COMMISSIONER COVEY



### Completed/Open to Traffic

- 1.12 Westinghouse Rd. (CR 111)
- 1.16 SE Inner Loop at FM 1460
- 2.04 Cedar Hollow at SH 29
- 2.08 Ronald W. Reagan South - Ph. 1
- 2.09 Ronald W. Reagan North - Ph. 1
- 3.01 FM 1460 to CR 110
- 3.02 Georgetown Inner Loop East
- 3.03 Georgetown Inner Loop East Extension
- 3.04 Georgetown Inner Loop - Project 1
- 3.05 Georgetown Inner Loop - Project 2
- 3.06 Georgetown Inner Loop - Project 3 Study      ○ - - ○
- 3.07 Georgetown Inner Loop - Project 4 Study      ○ - - ○
- 3.08 Georgetown Inner Loop - Project 5 Study      ○ - - ○
- 3.09 CR 124
- 3.10 CR 142
- 3.11 CR 145
- 3.12 CR 152 Bridge Replacement
- 3.13 CR 157
- 3.14 CR 175
- 3.15 CR 234
- 3.16 CR 245
- 3.17 CR 311
- 3.18 CR 314
- 3.20 Ronald W. Reagan South - Phase 2
- 3.21 Ronald W. Reagan North - Phase 2
- 3.22 IH-35 at SH 29 Turnarounds (PTF)
- 3.48 SH 29 Widening - 12" Water Main Relocation
- 3.23 SH 29/CR 104 - Phase 1
- 3.24 Williams Drive (RM 2338)
- 3.25 CR 104 - Phase 2
- 3.26 CR 175 Extension - Phase 2A
- 3.27 IH 35 Northbound Frontage Rd. and Ramps

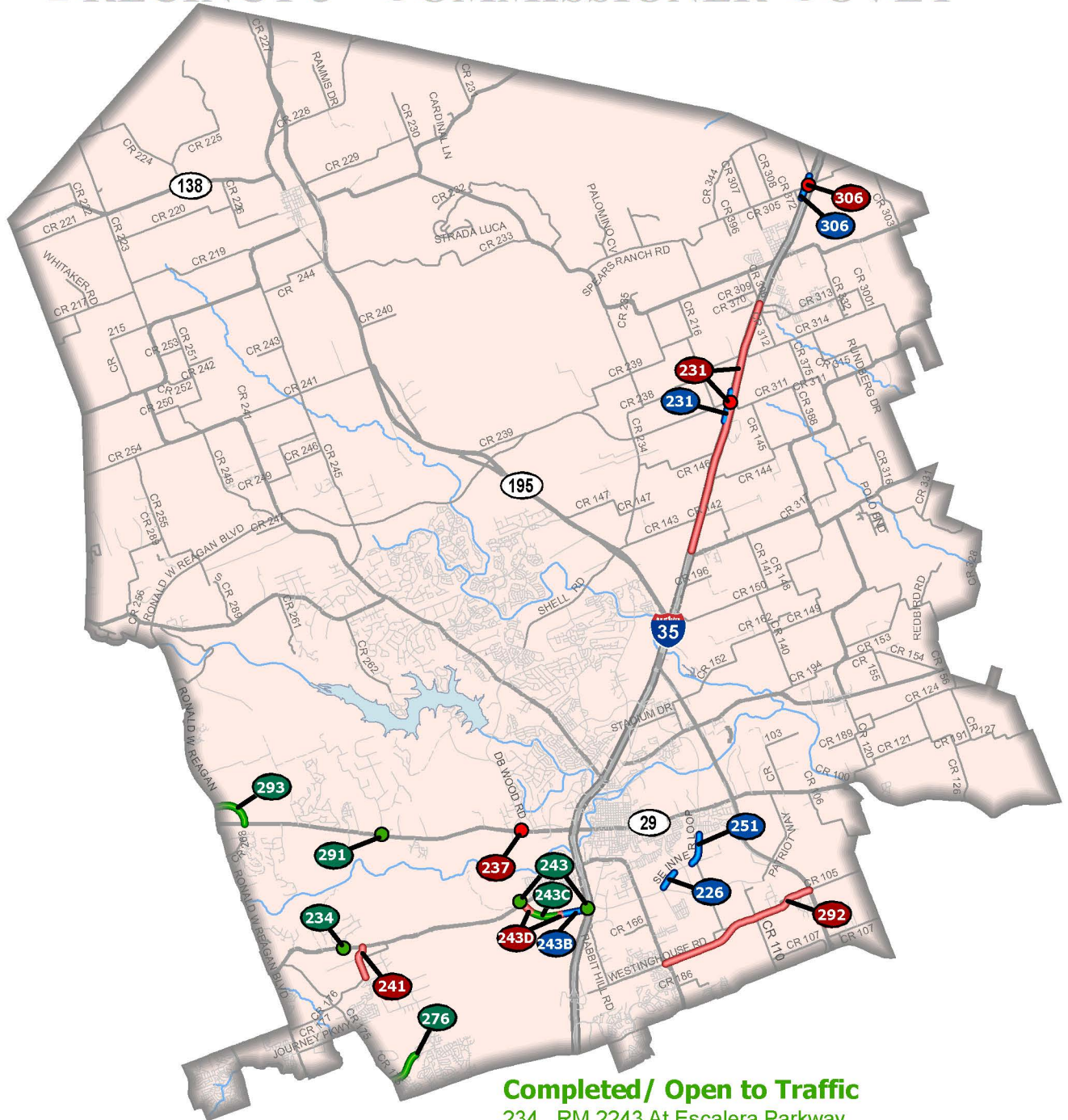
- 3.28 Ronald W. Reagan North - Phase 3
- 3.29 Ronald W. Reagan North - Phase 4
- 3.30 RM 2338 (PTF)
- 3.31 SH 29 Improvements Study & Schematic      ○ - - ○
- 3.34 SH 195 Project 1
- 3.35 SH 29 at Park Place Dr. & Jack Nicklaus Blvd.
- 3.36 SH 195 Project 2
- 3.37 SH 195 Project 3
- 3.39 CR 245 Realignment
- 3.40 CR 179
- 3.41 CR 110 / Arterial A Study (design)
- 3.42 CR 111 / CR 105 Westinghouse Rd. (FM 1460 to SH 130) (design)
- 3.43 University Blvd. (Chandler Rd) Expansion (Design)
- 3.44 CR 110 North      ○ - - ○ (North of CR 107 to North of Sam Houston) (Design)
- 3.45 CR 110 Middle (North of Limmer Loop to CR 107)
- 3.47 Madrid Drive Extension

### Under Construction/Bidding

- 3.46 FM 1460 North

# 2013 ROAD BOND PROGRAM PROJECTS

## PRECINCT 3 - COMMISSIONER COVEY



### Under Construction/Bidding

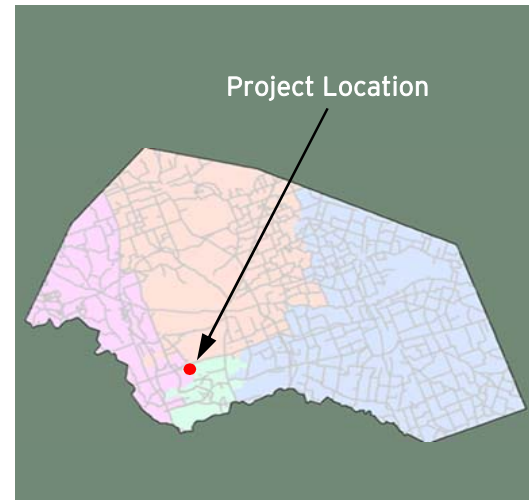
- 226 Inner Loop Safety Improvements (Rockride Lane to Wilco Way)
- 231 Relocation of 48" Williamson County Regional Raw Waterline - Line B
- 243b Southwest Bypass Segment 1
- 251 Inner Loop Safety Improvements (Belmont Drive to Rockride Lane)
- 306 Relocation of 48" Williamson County Regional Raw Waterline - Line A

### Completed/ Open to Traffic

- 234 RM 2243 At Escalera Parkway
- 243 Southwest Bypass Driveways
- 243c Southwest Bypass Access Route
- 276 Arterial H Extension Phase 1 (CR 175 to Massey Way)
- 291 SH 29 At Cedar Hollow
- 293 Kauffman Loop Phase 1 (NE quadrant of Reagan at SH 29)

### In Design

- 231 Ronald Reagan at IH 35 (Bridge Replacement)
- 231 IH 35 Ramp Reversal and Frontage Road Conversion (FM 972 to CR 312)
- 237 DB Wood At SH 29
- 241 CR 176 at RM 2243 (Safety Improvements)
- 243d Southwest Bypass Segment 2
- 292 CR 111 / CR 105 Westinghouse Rd.(FM 1460 to SH 130)
- 306 CR 305 At IH 35 - Design (Bridge Replacement)



## Arterial H

(Sam Bass Rd to existing Arterial H)

Project Length: .83 Miles

Roadway Classification: Minor Arterial

Project Schedule: June 2017 - March 2018

Estimated Construction Cost: \$3.4 Million



## FEBRUARY 2018 IN REVIEW

**02/02/2018:** Patin Construction completed the topsoil within the ROW and drill seeded for vegetation. Fine grading of the flexible base is underway. General cleanup is ongoing as well as the haul-off of excess materials.

**02/09/2018:** The flexible base was completed throughout the project. Subcontractor Wheeler/Apac placed the prime coat and paved the 3" lift of asphalt. The striping contractor will place pavement marking after the surface course of asphalt is paved.

**02/16/2018:** Subcontractor Wheeler/Apac completed the final course of asphalt on the project.

**02/23/2018:** Subcontractor TRP placed pavement markers and installed the permanent dead-end barricades.



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

Williamson County  
Road Bond Program

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

Original Contract Price = \$3,210,934.80

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
		2/17/2017 (Limited)							
4/20/2016	5/16/2016	5/26/2017	6/5/2017			150	120	270	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	6/1/2016	6/30/2016	0	\$134,198.10	\$134,198.10	\$14,910.90	\$14,910.90	4	0
2	7/1/2016	7/31/2016	0	\$182,746.89	\$316,944.99	\$20,305.21	\$35,216.11	10	0
3	8/1/2016	8/31/2016	0	\$93,893.40	\$410,838.39	\$10,432.60	\$45,648.71	13	0
4	9/1/2016	9/30/2016	0	\$206,817.21	\$617,655.60	\$22,979.69	\$68,628.40	20	0
5	6/4/2017	6/30/2017	27	\$47,340.00	\$664,995.60	\$5,260.00	\$73,888.40	22	10
6	7/1/2017	8/31/2017	62	\$587,022.75	\$1,252,018.35	\$65,224.75	\$139,113.15	41	33
7	9/1/2017	9/30/2017	30	\$320,055.75	\$1,572,074.10	\$35,561.75	\$174,674.90	51	44
8	10/1/2017	10/31/2017	31	\$158,107.95	\$1,730,182.05	\$17,567.55	\$192,242.45	57	56
9	11/1/2017	11/30/2017	30	\$140,265.17	\$1,870,447.22	\$15,585.02	\$207,827.47	61	67
10	12/1/2017	12/31/2017	31	\$186,341.94	\$2,056,789.16	\$20,704.66	\$228,532.13	67	78
11	1/1/2018	1/31/2018	31	\$412,576.91	\$2,469,366.07	\$45,841.88	\$274,374.01	81	90
12	2/1/2018	2/28/2018	28	\$600,971.37	\$3,070,337.44	-\$211,714.06	\$62,659.95	92	100

6/2/2017 Comments - Substantial Completion was granted as of February 28, 2018

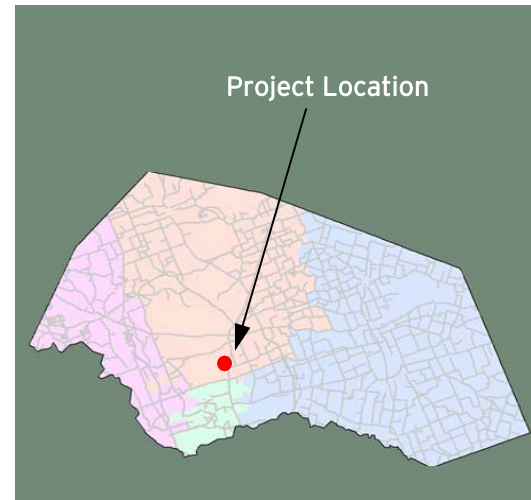
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	8/29/2017	132,771.00	132,771.00

4C: Third Party Accommodation. Compliance requirements of new laws and/or policies (impacting third party). Project delayed, due to TCEQ approval process for Water Quality pond design changes. 2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). Design changes were necessary, due to unknown elevation of existing water table

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	1/23/2018	58,143.87	190,914.87

3E. County Convenience. Reduction of future maintenance. This change order adds soil retention blanket to the contract to prevent erosion and to establish vegetation on the slopes and along the roadway. 1B. Design Error or Omission. This change order also adds items to the contract for work shown in the plans but not included in the summary of items and quantities. 2E: Differing Site Conditions. (unforeseeable) Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order deletes lime treated subgrade items due to the quality of the material encountered at subgrade elevation.

Adjusted Price = \$3,401,849.67



## Southwest Bypass Segment One (IH 35 Southbound to .5 miles west)

Project Length: .5 Mile  
Roadway Classification: Collector

Project Schedule: August 2017 - July 2018  
Estimated Construction Cost: \$5.7 Million



## FEBRUARY 2018 IN REVIEW

**02/02/2018:** Jordan Foster excavated the wall leveling pads for Retaining Walls 2, 3 and 4. Subcontractor Texas Highway Walls continued to place panels, install straps and rock backfill for Wall 1.

**02/09/2018:** Excavation for the wall leveling pads for Retaining Walls 2 and 3 continued. Embankment was placed along Wall 1. Subcontractor Texas Highway Walls continued to place panels, install straps, rock backfill and coping for Wall 1.

**02/16/2018:** The drop inlet at Culvert 4, the 24" lateral line 5 off Culvert 4, and the drop inlet on lateral line 5 were installed. Bent 3 and 4 footings were placed and the column forms for Abutment 9 are being assembled. Embankment continues to be placed along Wall 1. Subcontractor Texas Highway Walls finished everything on Wall 1 except the cast in-place portion of the coping. The rod busters are tying steel for the columns at Bent 8.

**02/23/2018:** The steel cages were set for the columns at Abutment 9 and embankment continued to be placed along Wall 1.



Design Engineer: HDR Engineering  
Contractor: Jordan Foster Construction  
Construction Observation:  
Steven Shull, HNTB

Williamson County  
Road Bond Program

**Southwest Bypass Segment 1 (southbound IH 35 to .5 miles west)**  
**2017-0065-CIP**

Original Contract Price = \$5,599,200.86

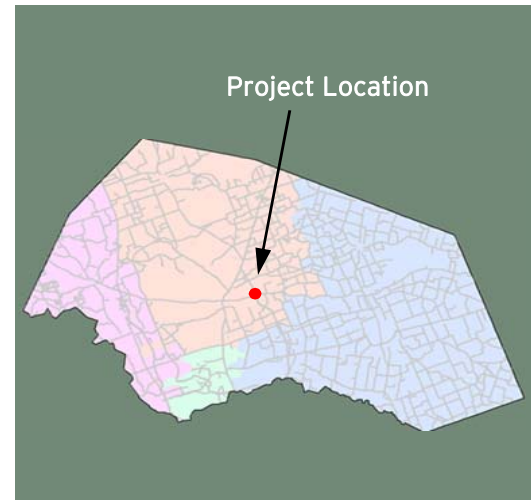
<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
6/27/2017	7/26/2017	8/21/2017	8/21/2017			337	0	337

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	8/21/2017	9/30/2017	41	\$481,587.30	\$481,587.30	\$25,346.70	\$25,346.70	9	12
2	10/1/2017	10/31/2017	31	\$939,731.93	\$1,421,319.23	\$24,112.88	\$49,459.58	26	21
3	11/1/2017	11/30/2017	30	\$165,940.58	\$1,587,259.81	\$8,733.71	\$58,193.29	29	30
4	12/1/2017	12/31/2017	31	\$175,883.70	\$1,763,143.51	\$9,257.04	\$67,450.33	32	39
5	1/1/2018	1/31/2018	31	\$568,442.13	\$2,331,585.64	\$97,363.96	\$164,814.29	44	49
6	2/1/2018	2/28/2018	28	\$282,226.98	\$2,613,812.62	\$14,854.05	\$179,668.34	49	57

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	12/12/2017	114,077.58	114,077.58

3F: County Convenience. Additional work desired by the County. This Change Order adds a stub-out of 380 feet to the east end of the Southwest Bypass for future connection to the Southeast Inner Loop at the IH-35 frontage road. All related items and quantities will be overruns or underruns of current Contract items.

Adjusted Price = \$5,713,278.44



## Inner Loop Improvements

(WilCo Way to Belmont Drive)

Project Length: 4.4 Miles

Roadway Classification: Urban Arterial

Project Schedule: September 2017 - June 2018

Estimated Construction Cost: \$5.3 Million



## FEBRUARY 2018 IN REVIEW

**02/02/2018:** Chasco Contractors formed and poured the upstream headwall and rip rap for Culvert 2. Excavation continued on the northern County Offices driveway and the ditch and roadway along the proposed southbound lanes between Culvert 1 and the north end of the project. The 2" force main relocation began.

**02/09/2018:** Concrete was placed for the northern driveway. Excavation of the ditch and roadway continued along the proposed southbound lanes between Culvert 1 and the north end of the project. Installation and tie-in of the relocated 2" force main for the Central Maintenance Facility was completed.

**02/16/2018:** Ditch excavation began along the proposed southbound lanes between Culvert 1 and the south end of the project. Concrete crews formed the northern driveway to the Power Plant for concrete placement and began forming for rip rap between Culvert 1 and the southern County driveway.

**02/23/2018:** Concrete was placed for the northern driveway to the Power Plant. Ditch excavation continued along the proposed southbound. A section of rip rap concrete was formed and poured between Culvert 1 and the southern County driveway.



Design Engineer: Rodriguez  
Transportation Group / Bridgefarmer  
Contractor: Chasco Contractors  
Construction Observation:  
Seth Turvey, HNTB

Williamson County  
Road Bond Program

**Inner Loop Improvements (WilCo Way to Belmont Dr.)  
Project No. 1706-168**

Original Contract Price = \$5,352,969.00

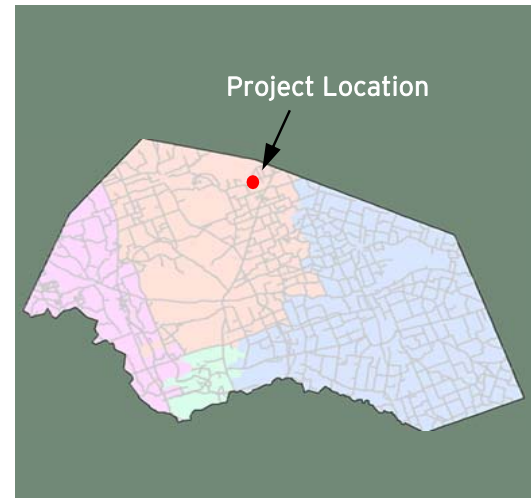
<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
8/9/2017	8/30/2017	9/18/2017	9/28/2017			300	0	300

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>
1	9/28/2017	10/31/2017	34	\$324,036.00	\$324,036.00	\$36,004.00	\$36,004.00	7	11
2	11/1/2017	11/30/2017	30	\$429,129.00	\$753,165.00	\$47,681.00	\$83,685.00	16	21
3	12/1/2017	1/31/2018	62	\$460,398.44	\$1,213,563.44	\$51,155.38	\$134,840.38	25	42
4	2/1/2018	2/28/2018	28	\$52,007.22	\$1,265,570.66	\$5,778.58	\$140,618.96	26	51

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	12/5/2017	6,050.40	6,050.40

3E: County Convenience. Reduction of future maintenance. This Change Order revises the hot mix asphalt (HMAC) pavement section on the Inner Loop from one 2" lift of Type C HMAC to one 2" lift of Type D HMAC.

Adjusted Price = \$5,353,017.00



## Williamson County Regional Raw Water Line Relocation (Ronald Reagan Blvd at IH 35 and CR 305 at IH 35)

Project Length: .2 Miles  
Roadway Classification: Water Line Relocation

Project Schedule: January 2018 - March 2018  
Estimated Construction Cost: \$1.2 Million



## FEBRUARY 2018 IN REVIEW

**02/02/2018:** Santa Clara completed the casing pipe installation at the CR 305 site, excavated the bore pit at the Ronald Reagan site and began the 97' bore underneath Ronald Reagan.

**02/09/2018:** Santa Clara completed the casing pipe installation and the 36" pilot bore at the Ronald Reagan site. The 6" bore began today. The CR 305 site was prepped to begin pushing the 48" ductile iron pipe through the 66" casing pipe.

**02/16/2018:** Santa Clara continued the 66" bore under Ronald Reagan.

**02/23/2018:** Santa Clara completed the 66" bore under Ronald Reagan and began placing the casing spacers on the 48" ductile iron pipe at both sites.



Design Engineer: Cobb Fendley  
Contractor: Santa Clara Construction  
Construction Observation:  
Ryan River, HNTB

Williamson County  
Road Bond Program

**Williamson County Regional Raw Water Line  
Project No. 1708-187**

Original Contract Price = \$1,232,539.10

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
10/3/2017	11/14/2017	1/12/2018	1/22/2018			60	0	60	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$) Used</u>	<u>% Time Used</u>
1	1/22/2018	2/6/2018	16	\$145,027.80	\$145,027.80	\$16,114.20	\$16,114.20	13.1	27
2	2/7/2018	3/5/2018	27	\$611,849.99	\$756,877.79	\$67,983.34	\$84,097.54	68.2	72
Adjusted Price =								\$1,232,587.10	

# 2006 ROAD BOND PROGRAM PROJECTS

## PRECINCT 4 - COMMISSIONER MADSEN

### In Design

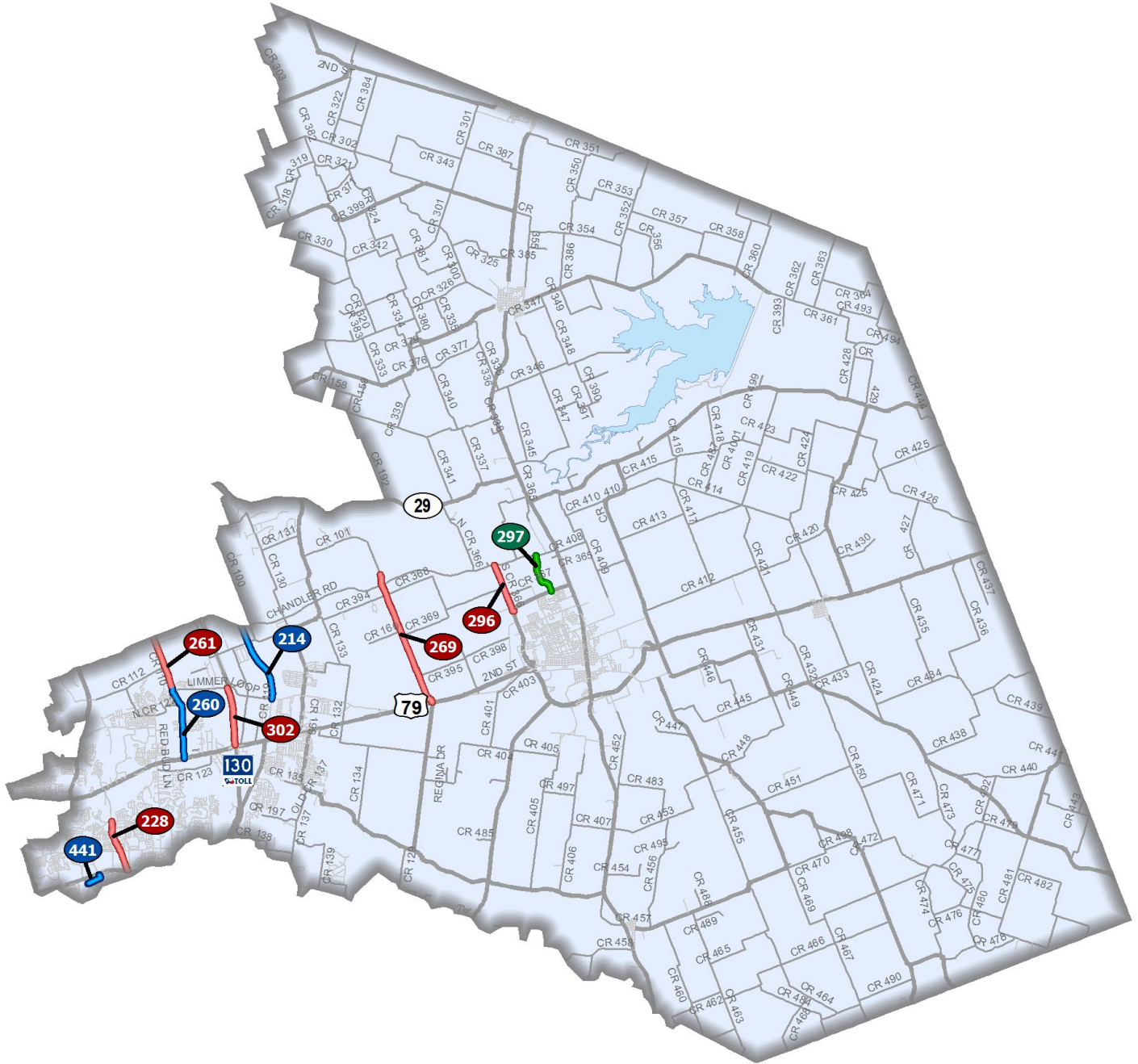
4.35 FM 1660 (PTF)

### Completed/Open to Traffic

3.13	CR 157	4.18	CR 412	4.43	FM 1460 Section 2
4.01	Bridge Replacements Phase 1 (CR 390, 406, 427)	4.19	CR 466	4.44	CR 138
4.02	CR 424 Bridge Replacement	4.20	FM 397 at SH 95 Signal	4.45	CR 170
4.03	Chandler Rd. - Phase 1	4.21	Gattis School Rd. ROW	4.46	FM 1660 at Landfill Rd. (CR 128)
4.04	CR 100	4.22	Limmer Loop - Phase 1A	4.48	CR 119
4.05	CR 112 - Phase 1	4.23	Thrall School Zone	4.49	CR 108
4.06	CR 119	4.24	US 79 - Section 1	4.50	CR 351 at Donahoe Creek
4.07	CR 122 at US 79	4.25	US 79 - Section 2	4.51	CR 110/ Arterial A Study Area
4.08	CR 124	4.26	US 79 - Section 3A	4.52	University Blvd. (Chandler Rd.) Expansion
4.09	CR 132	4.27	Chandler Rd. - Phase 2	4.54	CR 110 South - (Design) (US 79 to Limmer Lp)
4.10	CR 136	4.28	Limmer Loop - Phase 1B	4.55	CR 110 Middle (North of Limmer Loop to CR 107)
4.11	CR 137	4.29	CR 113 / Old Settlers Blvd.	4.56	CR 110 at University Blvd. (Signal)
4.12	CR 138 & CR 139 Alignment Study	4.30	Limmer Loop - Phase 1C	4.57	Gattis School Rd. at Winterfield Dr. (Signal)
4.13	CR 300 & CR 301	4.31	Kenney Fort Boulevard - Phase 1	4.58	Tradesman Park Crossing
4.14	CR 302	4.33	Chandler Rd. - Phase 3A		
4.15	CR 347 & CR 348	4.34	Chandler Rd. - Phase 3B		
4.16	CR 368 & CR 369 (CR 101 to CR 366)	4.36	Gattis School Road		
4.17	CR 404	4.37	US 79 - Section 3 (PTF)		
		4.38	2nd Street Improvements		
		4.39	2nd Street Drainage Improvements		
		4.40	US 79 Section 5A (PTF)		
		4.41	US 79 Section 5B (PTF)		

# 2013 ROAD BOND PROGRAM PROJECTS

## PRECINCT 4 - COMMISSIONER MADSEN



### Completed/Open to Traffic

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

### Under Construction/Bidding

214 CR 119

260 CR 110 South (US 79 to Limmer Loop)

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

### In Design

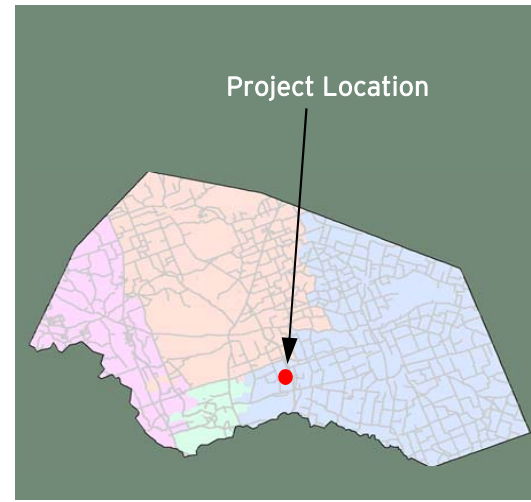
228 Kenney Fort Blvd. Ph. 1 (Forest Creek Blvd. to Gattis School Rd.)

261 CR 110 Middle (N Limmer Loop to CR 107)

269 CR 101 (US 79 to North of Chandler Rd.)

296 CR 366 Widening - Chandler Rd. to Carlos G. Parker Blvd.

302 SH 130 Frontage Roads Phase 3 (SBFR US 79 to Limmer Loop)



## County Road 110 South (US 79 to Limmer Loop)

Project Length: 2.25 Miles  
Roadway Classification: Minor Urban Arterial

Project Schedule: January 2017-June 2018  
Estimated Construction Cost: \$11.2 Million



## FEBRUARY 2018 IN REVIEW

**02/02/2018:** Chasco Constructors formed and poured concrete for the ADA ramps/sidewalk at Parma. Flexible base was placed at the Parma intersection and at Limmer Loop in preparation for asphalt. A low profile barrier was installed at McNutt Creek Bridge for the upcoming traffic switch. Subcontractor Wheeler placed asphalt at Parma and the CR 122 intersection. Subcontractor Flasher installed signs and sign foundations between CR 122 and US 79.

**02/09/2018:** Traffic was switched on to new pavement between US 79 and CR 122. Chasco Constructors continued earthwork operations between McNutt Creek Bridge and CR 122. 5' x 4' boxes were installed and excavation continued for the headwall south of Parma.

**02/16/2018:** Earthwork continued between McNutt Creek Bridge and CR 122. The installation of 5' x 4' box culverts was completed.

**02/23/2018:** Concrete was formed and placed for the headwall footing south of Parma. The existing box culvert at McNutt Creek was removed. Subcontractor Wheeler placed asphalt at Limmer Loop for the temporary detour. Traffic was shifted on to new asphalt at Limmer Loop.



Design Engineer: Dannenbaum  
Contractor: Chasco Constructors  
Construction Observation:  
David Boone, HNTB

Williamson County  
Road Bond Program

**CR 110 South (US 79 to Limmer Loop)**  
**Project No. 1604-075**

Original Contract Price = \$11,224,589.02

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
9/27/2016	10/17/2016	1/3/2017	1/13/2017			510	0	510	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	1/13/2017	3/31/2017	78	\$1,644,069.60	\$1,644,069.60	\$182,674.40	\$182,674.40	16	15
2	4/1/2017	4/30/2017	30	\$393,511.50	\$2,037,581.10	\$43,723.50	\$226,397.90	20	21
3	5/1/2017	5/31/2017	31	\$582,730.20	\$2,620,311.30	\$64,747.80	\$291,145.70	26	27
4	6/1/2017	6/30/2017	30	\$630,479.66	\$3,250,790.96	\$70,053.30	\$361,199.00	32	33
5	7/1/2017	7/31/2017	31	\$803,057.63	\$4,053,848.59	\$89,228.62	\$450,427.62	40	39
6	8/1/2017	8/31/2017	31	\$1,287,965.24	\$5,341,813.83	\$143,107.25	\$593,534.87	53	45
7	9/1/2017	9/30/2017	30	\$469,097.52	\$5,810,911.35	\$52,121.95	\$645,656.82	57	51
8	10/1/2017	10/31/2017	31	\$875,490.26	\$6,686,401.61	\$97,276.69	\$742,933.51	66	57
9	11/1/2017	11/30/2017	30	\$435,997.94	\$7,122,399.55	\$48,444.22	\$791,377.73	70	63
10	12/1/2017	12/31/2017	31	\$176,721.48	\$7,299,121.03	\$19,635.72	\$811,013.45	72	69
11	1/1/2018	1/31/2018	31	\$408,025.00	\$7,707,146.03	\$45,336.11	\$856,349.56	76	75
12	2/1/2018	2/28/2018	28	\$269,828.24	\$7,976,974.27	\$29,980.92	\$886,330.48	79	81

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	6/15/2017	-5,837.31	-5,837.31

1A: Design Error or Omission. Incorrect PS&E. The proposed flow of water from Box Culvert 6 went through the middle of a downstream property; therefore, a redesign and relocation of Culvert 6 was necessary. 4B: Third Party Accommodation. Third party requested work. The property owner at the downstream end of the proposed culvert requested that the water flow around his property limits, as it does in the current conditions. 2C: Differing Site Conditions. New development (conditions changing after PS&E completed). The Mozart Street connection to CR 110 South was permitted and built after the completion of the CR 110 South roadway plans and plan revisions were required to tie-in properly

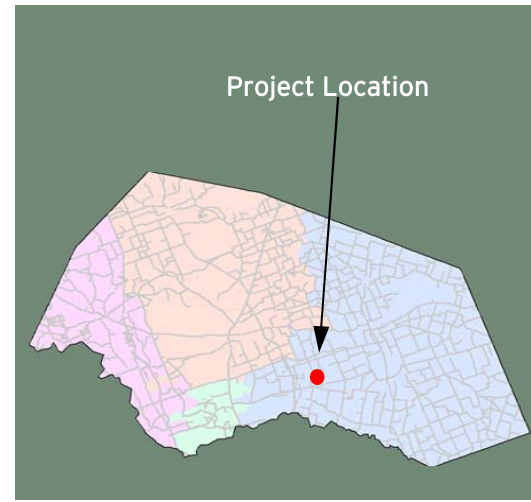
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	9/19/2017	2,840.00	-2,997.31

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order substitutes a wingwall with a special drop inlet due to safety slope reasons. The proposed culvert upstream flowline was approximately 4' below ditch profile grades, which would have resulted in an extremely steep backslope at the end of the culvert. 4B: Third Party Accommodation. Third party requested work. This Change Order also addresses over-runs and under-runs for various waterline components and includes substituting the HDPE bore pipe for steel encasement pipe at the request of Seminole Pipeline.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	12/12/2017	31,812.74	28,815.43

3E: County Convenience. Reduction of future maintenance. This Change Order replaces surface hot mix Type C to Type D, supplements the Type 4 seeding mix with Type 11 (Bermuda), and adds additional concrete pipe and end treatment items at utility poles. 3H: County Convenience. Cost savings opportunity discovered during construction. This Change Order also substitutes single-slope portable concrete barrier with low profile concrete barrier (LPCB).

Adjusted Price = \$11,253,404.45



## County Road 119

(Limmer Loop to Chandler Rd)

Project Length: 2.35 Miles

Roadway Classification: Suburban Collector

Project Schedule: December 2017-March 2019

Estimated Construction Cost: \$6.6 Million



## FEBRUARY 2018 IN REVIEW

**02/02/2018:** Joe Bland continued stripping topsoil along the west side of CR 119. Excavation continued in the proposed drainage easements at Culverts A & B on the east side of CR 119 north of Limmer Loop. Subcontractor Triple A Fence finished installing new fence on the west side of Culvert B and started new fence on the east side of CR 119 between Culvert A & B, north of Limmer Loop.

**02/09/2018:** Excavation continued the proposed drainage easements at Culverts A & B and in the drainage easement south of Chandler Road.

**02/16/2018:** Excavation for the drainage ditches continued between Limmer Loop and CR 118 and the excavation was completed in the drainage easement south of Chandler Road.

**02/23/2018:** Subgrade was cut between Limmer Loop and CR 118. Excavation for the drainage ditches between Limmer Loop and CR 118 continued.



Design Engineer: Stantec Consulting  
Contractor: Joe Bland Construction  
Construction Observation:  
Seth Turvey, HNTB

Williamson County  
Road Bond Program

**CR 119 (Limmer Loop to Chandler Rd)**  
**Project No. 1708-186**

Original Contract Price = \$6,640,302.71

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
10/25/2017	11/15/2017	12/8/2017	12/18/2017			450		450	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	12/1/2017	12/31/2017	31	\$65,613.60	\$65,613.60	\$7,290.40	\$7,290.40	1	7
2	1/1/2018	1/31/2018	31	\$473,860.64	\$539,474.24	\$52,651.18	\$59,941.58	9	14
3	2/1/2018	2/28/2018	28	\$323,428.91	\$862,903.15	\$35,936.55	\$95,878.13	14	20
Adjusted Price =									\$6,640,302.71

**Commissioners Court - Regular Session****41.****Meeting Date:** 03/20/2018

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

**Submitted For:** Robert Daigh**Submitted By:** Lydia Linden, Infrastructure**Department:** Infrastructure**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

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

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments***No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Lydia Linden

Final Approval Date: 02/26/2018

**Reviewed By**

Wendy Coco

**Date**

02/26/2018 10:55 AM

Started On: 02/23/2018 10:45 AM

**Commissioners Court - Regular Session****42.****Meeting Date:** 03/20/2018

1603-062 CR 258 Change Order No. 09

**Submitted By:** Dawn Haggard, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider, and take appropriate action regarding Change Order No. 9 in the amount of -\$211,017.73 for County Road 258, a Road Bond Project in Commissioner Pct. 2. Project: P256: Funding Source: Road Bond.

**Background**

This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**1603-062 CR 258 CO No. 9

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 03/14/2018

**Reviewed By**

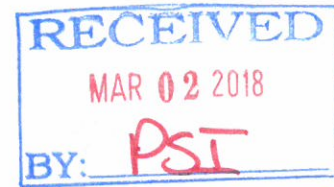
Rebecca Clemons

**Date**

03/14/2018 09:36 AM

Started On: 03/12/2018 01:35 PM

WILLIAMSON COUNTY, TEXAS  
CHANGE ORDER NUMBER: 9



1. CONTRACTOR: Chasco Constructors
2. Change Order Work Limits: Sta. 69+25 to Sta. 161+70
3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 2E (3 Max. - In order of importance - Primary first)

Project:	<u>1603-062</u>
Roadway:	<u>CR 258</u>
CSJ Number:	<u></u>

5. Describe the work being revised:

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

6. Work to be performed in accordance with Items: See Attached
7. New or revised plan sheet(s) are attached and numbered: N/A
8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☒ No
9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

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

<p><small>The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.</small></p> <p>THE CONTRACTOR Date <u>2-26-18</u></p> <p>By <u>[Signature]</u></p> <p>Typed/Printed Name <u>Coof Westfall</u></p> <p>Typed/Printed Title <u>PR</u></p>	<p><b>The following information must be provided</b></p> <p>Time Ext. #: _____ Days added on this CO: _____</p> <p>Amount added by this change order: <u>(\$211,017.73)</u></p>
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RECOMMENDED FOR EXECUTION:

[Signature] P.E. 3/2/18  
Project Manager Date

N/A  
Design Engineer Date

[Signature] 3/8/2018  
Program Manager Date

Design Engineer's Seal:

N/A

County Commissioner Precinct 1 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date  
☐ APPROVED

# WILLIAMSON COUNTY, TEXAS

**CHANGE ORDER NUMBER:** 9

**Project #** 1603-062

**TABLE A:** Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE		HOURLY RATE

**TABLE B:** Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
110-6001	EXCAVATION (ROADWAY)	CY	\$9.00	34,215.00	\$307,935.00	1,745.00	35,960.00	\$323,640.00	\$15,705.00
132-6004	EMBANKMENT FINAL (DENSITY CONTROL) (TYB)	CY	\$7.00	11,965.00	\$83,755.00	1,675.00	13,640.00	\$95,480.00	\$11,725.00
164-WC01	SEEDING FOR EROSION CONTROL (TY 4)	SY	\$0.20	37,906.00	\$7,581.20	(9,094.00)	28,812.00	\$5,762.40	(\$1,818.80)
164-WC10	SEEDING FOR EROSION CONTROL (TY 10)	SY	\$0.14	37,906.00	\$5,306.84	(9,094.00)	28,812.00	\$4,033.68	(\$1,273.16)
168-WC01	VEGETATIVE WATERING	MG	\$24.00	2,272.00	\$54,528.00	(646.00)	1,626.00	\$39,024.00	(\$15,504.00)
310-6027	PRIME COAT (MC-30,EC-30, OR AE-P)	GAL	\$4.35	8,694.00	\$37,818.90	(1,626.00)	7,068.00	\$30,745.80	(\$7,073.10)
316-6005	ASPH (TIER II)	GAL	\$3.25	10,543.00	\$34,264.75	(141.00)	10,402.00	\$33,806.50	(\$458.25)
316-6193	AGGR (TY-D (GR-5 SAC-B)	CY	\$98.00	284.00	\$27,832.00	(7.00)	277.00	\$27,146.00	(\$686.00)
340-6011	D-GR HMA (SQ) TY-B PG 64-22	TON	\$125.00	41.00	\$5,125.00	51.72	92.72	\$11,590.00	\$6,465.00
432-6042	RIPRAP (CONC) (DISSIPATER)	CY	\$650.00	9.00	\$5,850.00	(1.00)	8.00	\$5,200.00	(\$650.00)
432-6045	RIPRAP (MOW STRIP) (4IN)	CY	\$550.00	73.00	\$40,150.00	(15.00)	58.00	\$31,900.00	(\$8,250.00)
464-6005	RC PIPE (CLIII) (24IN)	LF	\$85.00	120.00	\$10,200.00	16.00	136.00	\$11,560.00	\$1,360.00
506-6003	ROCK FILTER DAMS (INSTALL) (TY 3)	LF	\$33.00	280.00	\$9,240.00	66.00	346.00	\$11,418.00	\$2,178.00
506-6011	ROCK FILTER DAMS (REMOVE)	LF	\$6.50	280.00	\$1,820.00	66.00	346.00	\$2,249.00	\$429.00
506-6020	CONSTRUCTION EXITS (INSTALL) (TY1)	SY	\$15.00	336.00	\$5,040.00	(252.00)	84.00	\$1,260.00	(\$3,780.00)
506-6024	CONSTRUCTION EXITS (REMOVE)	SY	\$6.50	336.00	\$2,184.00	(252.00)	84.00	\$546.00	(\$1,638.00)
506-6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	\$2.25	3,539.00	\$7,962.75	4,491.00	8,030.00	\$18,067.50	\$10,104.75
506-6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	\$0.17	3,539.00	\$601.63	4,491.00	8,030.00	\$1,365.10	\$763.47
506-6041	BIODEG EROSN CONT LOGS (INSTALL) (12IN)	LF	\$4.00	3,919.00	\$15,676.00	(3,719.00)	200.00	\$800.00	(\$14,876.00)
506-6043	BIODEG EROSN CONT LOGS (REMOVE) (12IN)	LF	\$0.55	3,919.00	\$2,155.45	(3,719.00)	200.00	\$110.00	(\$2,045.45)
<b>TOTALS</b>					<b>\$665,026.52</b>			<b>\$655,703.98</b>	<b>(\$9,322.54)</b>

# WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 9

Project # 1603-062

TABLE B: Contract Items (Continued)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
512-6009	PORT CTB (FUR & INST) (LOW PROF) (TY I)	LF	\$20.00	1,880.00	\$37,600.00	(1,860.00)	20.00	\$400.00	(\$37,200.00)
512-6010	PORT CTB (FUR & INST) (LOW PROF) (TY II)	LF	\$40.00	280.00	\$11,200.00	(240.00)	40.00	\$1,600.00	(\$9,600.00)
512-6033	PORT CTB (MOVE) (LOW PROF) (TY1)	LF	\$6.00	20.00	\$120.00	(20.00)	0.00	\$0.00	(\$120.00)
512-6034	PORT CTB (MOVE) (LOW PROF) (TY2)	LF	\$6.00	40.00	\$240.00	(40.00)	0.00	\$0.00	(\$240.00)
512-6057	PORT CTB (REMOVE) (LOW PROFILE) (TY1)	LF	\$7.00	1,880.00	\$13,160.00	(1,860.00)	20.00	\$140.00	(\$13,020.00)
512-6058	PORT CTB (REMOVE) (LOW PROFILE) (TY2)	LF	\$6.00	280.00	\$1,680.00	(240.00)	40.00	\$240.00	(\$1,440.00)
529-6002	CONC CURB (TYII)	LF	\$30.00	48.00	\$1,440.00	52.00	100.00	\$3,000.00	\$1,560.00
530-6004	DRIVEWAYS (CONC)	SY	\$85.00	277.00	\$23,545.00	270.00	547.00	\$46,495.00	\$22,950.00
530-6005	DRIVEWAYS (ASPH)	SY	\$40.00	3,367.00	\$134,680.00	(80.00)	3,287.00	\$131,480.00	(\$3,200.00)
540-6006	MTL BEAM GD FEN TRANS (THRIE-BEAM)	EA	\$1,100.00	5.00	\$5,500.00	(1.00)	4.00	\$4,400.00	(\$1,100.00)
540-6016	DOWNSTREAM ANCHOR TERMINAL (DAT) SECTION	EA	\$1,000.00	2.00	\$2,000.00	2.00	4.00	\$4,000.00	\$2,000.00
560-6011	MAILBOX INSTALL-S (TWW-POST) TY4	EA	\$200.00	21.00	\$4,200.00	1.00	22.00	\$4,400.00	\$200.00
560-6013	MAILBOX INSTALL-M (TWW-POST) TY4	EA	\$478.00	3.00	\$1,434.00	(1.00)	2.00	\$956.00	(\$478.00)
644-6060	IN SM RD SN SUP&AM TYTWT (1) WS (P)	EA	\$300.00	12.00	\$3,600.00	1.00	13.00	\$3,900.00	\$300.00
658-6014	INSTL DEL ASSM (D-SW)SZ (BRF) CTB (BI)	EA	\$10.00	134.00	\$1,340.00	(126.00)	8.00	\$80.00	(\$1,260.00)
658-6016	INSTL DEL ASSM (D-SW)SZ (BRF) GF1 (BI)	EA	\$10.00	8.00	\$80.00	2.00	10.00	\$100.00	\$20.00
662-6004	WK ZN PAV MRK NON REMOV (W) 4" (SLD)	LF	\$0.45	27,893.00	\$12,551.85	(27,893.00)	0.00	\$0.00	(\$12,551.85)
662-6012	WK ZN PAV MRK NON-REMOV (W) 8" (SLD)	LF	\$0.85	469.00	\$398.65	(210.00)	259.00	\$220.15	(\$178.50)
662-6016	WK ZN PAV MRK NON-REMOV (W) 24" (SLD)	LF	\$9.00	24.00	\$216.00	(14.00)	10.00	\$90.00	(\$126.00)
662-6034	WK ZN PAV MRK NON-REMOV (Y) 4" (SLD)	LF	\$0.45	36,920.00	\$16,614.00	(5,962.00)	30,958.00	\$13,931.10	(\$2,682.90)
662-6063	WK ZN PAV MRK REMOV (W) 4" (SLD)	LF	\$1.60	828.00	\$1,324.80	(828.00)	0.00	\$0.00	(\$1,324.80)
662-6095	WK ZN PAV MRK REMOV (Y) 4" (SLD)	LF	\$1.60	1,290.00	\$2,064.00	(1,290.00)	0.00	\$0.00	(\$2,064.00)
662-6109	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	\$3.25	1,000.00	\$3,250.00	(1,000.00)	0.00	\$0.00	(\$3,250.00)
662-6111	WK ZN PAV MRK SHT TERM (TAB) TY Y-2	EA	\$3.25	1,000.00	\$3,250.00	(530.00)	470.00	\$1,527.50	(\$1,722.50)
666-6036	REFL PAV MRK TY I (W) 8" (SLD) (100MIL)	LF	\$1.90	587.00	\$1,115.30	(112.00)	475.00	\$902.50	(\$212.80)
666-6048	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	LF	\$6.50	285.00	\$1,852.50	(202.00)	83.00	\$539.50	(\$1,313.00)
666-6054	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	\$250.00	3.00	\$750.00	1.00	4.00	\$1,000.00	\$250.00
666-6099	REFL PAV MRK TY I (W) 18" (YLD TRI) (100MIL)	EA	\$48.00	7.00	\$336.00	(2.00)	5.00	\$240.00	(\$96.00)
666-6147	REFL PAV MRK TY I (Y) 24" (SLD) (100MIL)	LF	\$6.00	270.00	\$1,620.00	(270.00)	0.00	\$0.00	(\$1,620.00)
666-6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	\$0.22	19,956.00	\$4,390.32	(1,706.00)	18,250.00	\$4,015.00	(\$375.32)
666-6178	REF PAV MRK TY II (W) 8" (SLD)	LF	\$0.42	587.00	\$246.54	(213.00)	374.00	\$157.08	(\$89.46)
The "Totals" from Table B of the previous work sheet:					\$665,026.52			\$655,703.98	(\$9,322.54)
TOTALS					\$956,825.48			\$879,517.81	(\$77,307.67)

# WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 9

Project # 1603-062

TABLE B: Contract Items (Continued)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
666-6182	REF PAV MRK TY II (W) 24" (SLD)	LF	\$2.20	285.00	\$627.00	(285.00)	0.00	\$0.00	(\$627.00)
666-6184	REF PAV MRK TY II (W) (ARROW)	EA	\$110.00	3.00	\$330.00	(3.00)	0.00	\$0.00	(\$330.00)
666-6192	REF PAV MRK TY II (W) (WORD)	EA	\$160.00	3.00	\$480.00	(3.00)	0.00	\$0.00	(\$480.00)
666-6198	REF PAV MRK TY II (W) 18" (YLD TRI)	EA	\$19.00	7.00	\$133.00	(7.00)	0.00	\$0.00	(\$133.00)
666-6207	REF PAV MRK TY II (Y) 4" (SLD)	LF	\$0.16	21,120.00	\$3,379.20	(3,004.00)	18,116.00	\$2,898.56	(\$480.64)
666-6214	REF PAV MRK TY II (Y) 24" (SLD)	LF	\$2.20	303.00	\$666.60	(303.00)	0.00	\$0.00	(\$666.60)
666-6303	RE PM W/RET REQ TY I (W) 4" (SLD) (100MIL)	LF	\$0.50	19,956.00	\$9,978.00	(1,253.00)	18,703.00	\$9,351.50	(\$626.50)
666-6315	RE PM W/RET REQ TY I (Y) 4" (SLD) (100MIL)	LF	\$0.50	21,120.00	\$10,560.00	(2,722.00)	18,398.00	\$9,199.00	(\$1,361.00)
672-6007	REFL PAV MRKR TY-I-C	EA	\$7.50	28.00	\$210.00	(3.00)	25.00	\$187.50	(\$22.50)
672-6009	REFL PAV MRKR TY-II-A-A	EA	\$7.50	619.00	\$4,642.50	(162.00)	457.00	\$3,427.50	(\$1,215.00)
672-6010	REFL PAV MRKR TY-II-C-R	EA	\$7.50	22.00	\$165.00	(22.00)	0.00	\$0.00	(\$165.00)
677-6001	ELIM EXT PAV MRK & MRKS (4")	LF	\$0.60	3,469.00	\$2,081.40	(42.00)	3,427.00	\$2,056.20	(\$25.20)
677-6007	ELIM EXT PAV MRK & MRKS (24")	LF	\$1.10	248.00	\$272.80	(240.00)	8.00	\$8.80	(\$264.00)
W2.10.AR.8	PIPE 8IN DIA PVC RESTRAIN, INCLD EXCAV AND BACKFILL	LF	\$60.00	127.00	\$7,620.00	(11.00)	116.00	\$6,960.00	(\$660.00)
W2.10.AR.12	PIPE 12IN DIA PVC RESTRAIN INCLD EXCAV AND BACKFILL	LF	\$75.00	121.00	\$9,075.00	(7.00)	114.00	\$8,550.00	(\$525.00)
W2.10.AR.16	PIPE 16IN DIA PVC RESTRAIN INCLD EXCAV AND BAC CKFIL	LF	\$125.00	121.00	\$15,125.00	(11.00)	110.00	\$13,750.00	(\$1,375.00)
W3.21.A8	Valves, Gate 8" Dia.	EA	\$1,300.00	2.00	\$2,600.00	1.00	3.00	\$3,900.00	\$1,300.00
W2.10.A2	Pipe, 2" Dia. SDR-9 PVC, New Service Line	LF	\$25.00	1,166.00	\$29,150.00	(128.00)	1,038.00	\$25,950.00	(\$3,200.00)
W2.10.A6	Pipe, 4" Dia. SDR-26 PVC, Casing for Service Lines	LF	\$18.00	440.00	\$7,920.00	44.00	484.00	\$8,712.00	\$792.00
W1.17.B8x3	Wet Connection, 8"x3" Dia.	EA	\$700.00	1.00	\$700.00	1.00	2.00	\$1,400.00	\$700.00
W1.17.B8x2	Wet Connection, 8"x2" Dia.	EA	\$250.00	1.00	\$250.00	(1.00)	0.00	\$0.00	(\$250.00)
W4.05.A30	Encasement Pipe, 30" Dia, Steel	LF	\$180.00	659.00	\$118,620.00	(160.00)	499.00	\$89,820.00	(\$28,800.00)
999-WC01	FORCE ACCOUNT	DOL	\$1.00	25,000.00	\$25,000.00	(12,181.34)	12,818.66	\$12,818.66	(\$12,181.34)
585-WC01	ESTIMATED RIDE QUALITY BONUS/PENALTY	DOL	\$1.00	12,000.00	\$12,000.00	(8,370.83)	3,629.17	\$3,629.17	(\$8,370.83)
341-WC01	ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TYC)	DOL	\$1.00	45,000.00	\$45,000.00	(26,361.30)	18,638.70	\$18,638.70	(\$26,361.30)
341-6022	D-GR HMA TY-C PG 64-22	TON	\$77.50	4,875.00	\$377,812.50	(376.69)	4,498.31	\$348,619.03	(\$29,193.47)
341-6039	D-GR HMA TY-D SAC-B 64-22	TON	\$84.50	3,657.00	\$309,016.50	(27.83)	3,629.17	\$306,664.87	(\$2,351.63)
999-WC03	Straw Soil Ret Blanket	SY	\$1.21	64,500.00	\$78,045.00	(7,483.00)	57,017.00	\$68,990.57	(\$9,054.43)
999-WC04	Flexamat Erosion Matting	SY	\$59.26	1,200.00	\$71,112.00	(131.33)	1,068.67	\$63,329.38	(\$7,782.62)
The "Totals" from Table B of the previous work sheet:					\$956,825.48			\$879,517.81	(\$77,307.67)
TOTALS					\$2,099,396.98			\$1,888,379.25	(\$211,017.73)

## CHANGE ORDER REASON(S) CODE CHART

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

**Williamson County Road Bond Program**

**CR 258**

**Williamson County Project No. 1603-062**

**Change Order No. 9**

**Reason for Change**

This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans.

This Change Order results in a net decrease of \$211,017.73 to the Contract amount, for an adjusted Contract total of \$5,865,646.88. The original Contract amount was \$5,808,856.58. As a result of this and all Change Orders to-date, \$56,790.30 has been added to the Contract, resulting in a 1.0% net increase in the Contract cost. No additional days will be added to the Contract as a result of this Change Order.

**HNTB Corporation**

James Klotz, P.E.

**Commissioners Court - Regular Session****43.****Meeting Date:** 03/20/2018

Sofia Place and Porano Circle Detour Plan for CR 110 South Construction

**Submitted By:** Dawn Haggard, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider, and take appropriate action regarding the closing of Porano Circle and Sofia Place intersections and detouring traffic during road construction for the CR 110 South project, a Road Bond Project in Commissioner Pct. 4.

**Background**

The proposed roadway closures and detours of Porano Circle and Sofia Place intersections is necessary to build the new intersections. The closures and detours of Porano Circle and Sofia Place will not occur simultaneously. Adjacent property owners, Williamson County Emergency Communications, the US Postal Service, and the Hutto ISD will be notified. The duration of each intersection closure and detour will be approximately 7 days.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**[CR 110 South Detour Notification](#)

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 03/15/2018

**Reviewed By**

Wendy Coco

**Date**

03/15/2018 11:21 AM

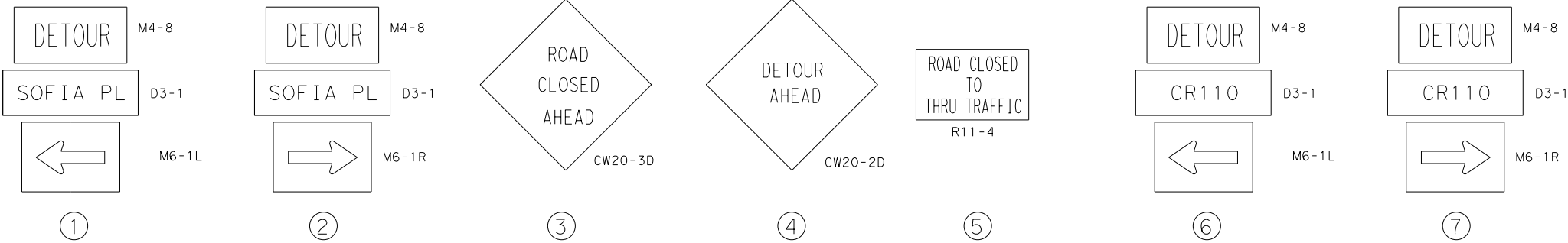
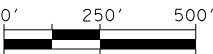
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LEGEND

- WORK AREA
- SIGN
- TYPE III BARRICADE

- NOTES:
- LETTERS FROM CITY/COUNTY AUTHORITIES AND EMERGENCY MANAGEMENT PERSONNEL APPROVING THE CLOSURE MUST BE RECEIVED PRIOR TO CLOSURE.
  - FOR SIGN LOCATION AND SPACING REFER TO TXMUTCD AND WZ(RCD)-13 STANDARD OR AS DIRECTED BY THE ENGINEER.



3/13/2018

DATE	BY	REV	REVISION

**DANNENBAUM**  
ENGINEERING COMPANY - AUSTIN, LLC  
T.B.P.E. FIRM REGISTRATION #8995  
3409 EXECUTIVE CENTER DR., STE 129 AUSTIN, TX 78731 (512) 345-8505




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CR 110 SOUTH  
TRAFFIC CONTROL  
  
DETOUR LAYOUT  
SOFIA PLACE

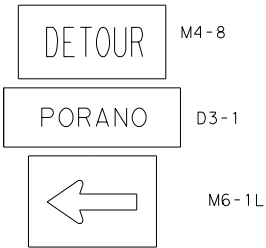
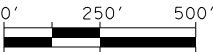
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DRAWN:		NA	
CHECKED:		GV	
STATE	COUNTY	PRECINCT	SHEET NO.
TEXAS	WILLIAMSON	4	22A



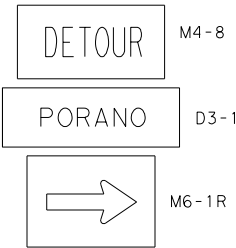
LEGEND

-  WORK AREA
-  SIGN
-  TYPE III BARRICADE

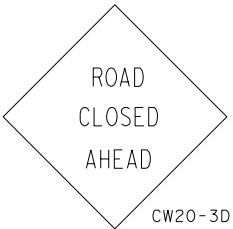
- NOTES:
- LETTERS FROM CITY/COUNTY AUTHORITIES AND EMERGENCY MANAGEMENT PERSONNEL APPROVING THE CLOSURE MUST BE RECEIVED PRIOR TO CLOSURE.
  - FOR SIGN LOCATION AND SPACING REFER TO TXMUTCD AND WZ(RCD)-13 STANDARD OR AS DIRECTED BY THE ENGINEER.



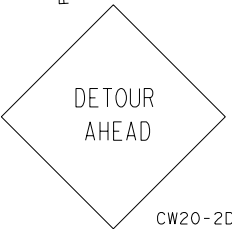
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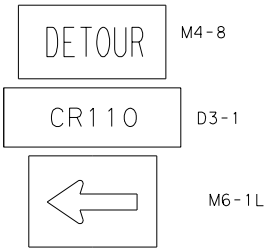
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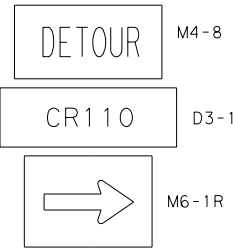
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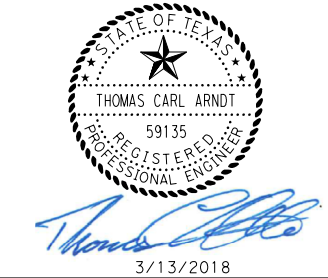
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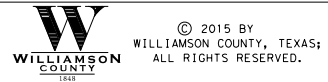
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3/13/2018

DATE	BY	REV	REVISION

**DANNENBAUM**  
ENGINEERING COMPANY - AUSTIN, LLC  
T.B.P.E. FIRM REGISTRATION #8995  
3409 EXECUTIVE CENTER DR., STE 129 AUSTIN, TX 78731 (512) 345-4505



CR 110 SOUTH  
TRAFFIC CONTROL  
  
DETOUR LAYOUT  
PORANO CIRCLE

DESIGNED:	NA		
DRAWN:	NA		
CHECKED:	GV		
STATE	COUNTY	PRECINCT	SHEET NO.
TEXAS	WILLIAMSON	4	22B

**Commissioners Court - Regular Session****44.****Meeting Date:** 03/20/2018

2013 Road Bond Transfer

**Submitted By:** Emmeline Palma, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move \$350,000 from 2013 Road Non-Departmental (P290) to Bagdad Road @ CR 278 (P438).

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**[2013 Road Bond Transfer](#)

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Emmeline Palma

Final Approval Date: 03/15/2018

**Reviewed By**

Wendy Coco

**Date**

03/15/2018 11:35 AM

Started On: 03/15/2018 11:22 AM

# Memo

To: Emmeline Palma, Williamson County Auditor's Office  
From: Michael J. Weaver  
Date: March 7, 2018  
Re: 2013 Road Bond Budget Adjustments

---

The Road Bond ROW acquisition team is working on acquiring the last three parcels on the Bagdad Road @ CR 278 project in Precinct 2. They have finalized contracts on two of those parcels and will be going to hearing on the third. Please make the following budget adjustments for the 2013 Road Bond project to cover these activities:

- Move \$350,000.00 from P-290 2013 Unallocated to P-438 Bagdad Road @ CR 278

If you have any questions, please let me know.

Cc: Bob Daigh, Williamson County Sr. Director of Infrastructure  
Pam Navarrette, Williamson County Auditor's Office  
Julie Kiley, Williamson County Auditor's Office  
Christen Eschberger, P.E., HNTB  
Marie Walters, PSI

**Commissioners Court - Regular Session****45.****Meeting Date:** 03/20/2018

WCCHD Remodel P322; Trimbuilt Amendment #2

**Submitted By:** Gina Wrehsnig, Infrastructure**Department:** Infrastructure**Division:** Building Maintenance**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on a Second Amendment to an Agreement Between Owner, Williamson County, and Contractor, Trimbuilt Construction, Inc., in order to add additional funds to the Owner's Contingency in relation to the Williamson County Texas Avenue Facility Project.

**Background**

The original Owner's Contingency amount of \$100,000 is being increased to \$250,000.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Amendment #2

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 03/15/2018

**Reviewed By**

Wendy Coco

**Date**

03/15/2018 08:54 AM

Started On: 03/14/2018 11:04 AM

## **SECOND AMENDMENT TO AGREEMENT BETWEEN OWNER AND CONTRACTOR**

**THIS SECOND AMENDMENT TO THAT CERTAIN AGREEMENT BETWEEN OWNER AND CONTRACTOR**, hereinafter “Second Amendment”, is entered into effective as of the date of the last party’s execution hereof, between **Williamson County, Texas**, a body corporate and politic under the laws of the State of Texas, hereinafter “County”, and **Trimbuilt Construction, Inc.**, hereinafter “Contractor”.

### **RECITALS**

**WHEREAS**, County and Contractor executed that certain agreement entitled Agreement Between Owner and Contractor, hereinafter the “Agreement”, which became effective as of June 27, 2017, for construction of renovations to the Williamson County Texas Avenue Facility [RFP 1704-153 WCCHD Office Renovations];

**WHEREAS**, it has become necessary to amend the Agreement in order to add additional funds to the Owner’s Contingency;

**NOW, THEREFORE**, premises considered, County and Contractor agree that the Agreement is amended as follows:

### **AGREEMENTS**

1. Section 5.3 of the Agreement shall be amended as follows:

**5.3 Owner’s Construction Contingency.** The following lump sum amount shall serve as the Owner’s Construction Contingency from which changes in the Work are to be paid in accordance with the General Conditions:

**\$250,000.00**

The Owner’s Construction Contingency is controlled solely by the Owner. Expenditures from the Owner’s Construction Contingency must be made by Change Order issued by the Architect and approved by the Owner in accordance with the General Conditions. Contractor shall not be entitled to any compensation from the any unused amounts of the Owner’s Construction Contingency.

2. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Second Amendment and to perform its obligations under the Agreement; and, furthermore, the Agreement and this Second Amendment are the valid, binding and enforceable obligations of such party.
3. All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this Second Amendment to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last party's execution hereof.

**WILLIAMSON COUNTY, TEXAS:**

**TRIMBUILT CONSTRUCTION, INC.:**

By: \_\_\_\_\_  
Dan A. Gattis, County Judge

\_\_\_\_\_, 20\_\_\_\_  
Date

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_, 20\_\_\_\_  
Date

**Commissioners Court - Regular Session****46.****Meeting Date:** 03/20/2018

North Campus Facility P324 - Change Order 48

**Submitted By:** Gina Wrehsnig, Infrastructure**Department:** Infrastructure**Division:** Building Maintenance**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on the Williamson County North Campus Project; Change Order #48 from Vaughn Construction in the amount of \$35,771.00 to fund concrete work at infill gap along sidewalk and drive that was not included in the original scope of the project. This change order is being funded by the Owners Contingency.

**Background**

The scope of concrete work for this change order is necessary to prevent water intrusion underneath the asphalt paving of the driveway. This infill was not specified in the original design documents but was clarified in ASI-042.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**NCF Change Order 48NCF CO48 Funds

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 03/15/2018

**Reviewed By**

Wendy Coco

**Date**

03/15/2018 11:21 AM

Started On: 03/15/2018 10:30 AM



3171 SE Inner Loop  
Georgetown, TX  
78626

T: (512) 663-7461  
F: (512) 681-9752

February 22, 2018

Dwayne Gossett  
Williamson County, Texas  
3101 SE Inner Loop  
Georgetown, TX 78620

Re: North Campus Facilities  
Job No: 233901

Subj: Change Proposal No. 233901-0048

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of \$0 (zero) dollars to provide Infill Gap Along E-W Sidewalk & Credit for Decomposed Granite per ASI-042 dated 2-2-18 for the above referenced project.

Our price is valid for Ten (10) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,  
VAUGHN CONSTRUCTION

A handwritten signature in blue ink, appearing to read "Doug Boram".

Doug Boram

Attachments: Form B, Subcontractor Pricing Back-up

CC: Brody Harris - BLGY  
Mark Brown - BLGY

**FORM B****PROJECT: North Campus Facilities****CHANGE PROPOSAL NO: 233901-0048****QUOTATION :**

<b>Item</b>	<b>Labor</b>	<b>Materials</b>	<b>Subs</b>	<b>Total</b>
Credit for Decomposed Granite at S. End of Bldg. h	\$0.00	\$0.00	\$(344.00)	\$(344.00)
Provide Colored CCT Infill Between Back of Curb & Sidewalks	\$0.00	\$0.00	\$32,764.00	\$32,764.00
Subcontractor Default Insurance	\$0.00	\$410.00	\$0.00	\$410.00
To Be Funded By Owners Contingency	\$0.00	\$(36,181.00)	\$0.00	\$(36,181.00)
Sealant for Curb & Expansion Joints	\$0.00	\$0.00	\$3,351.00	\$3,351.00

<b>Totals</b>	\$0.00	\$(35,771.00)	\$35,771.00	\$0.00
<b>Insurance, Tax, Benefits on Labor</b>				\$0.00
<b>Overhead</b>				\$0.00
<b>Fee on Subs</b>				\$0.00
<b>Fee on JTV</b>				\$0.00
<b>Bond</b>				\$0.00
<b>Remodel Tax</b>				\$0.00
<b>TOTAL</b>				<b>\$0.00</b>

**TIME EXTENSION TO CONTRACT:** 0 Days**Submitted Date:** 3/2/2018**Accepted****VAUGHN CONSTRUCTION****By:** \_\_\_\_\_**By:**  \_\_\_\_\_  
Doug Boram**Date** \_\_\_\_\_**Proposal Valid for 10 Days**

Williamson County  
Williamson County North Campus Facilities  
Vaughn Project No. 2339-01



### Funds Tracking Log

Change Proposal No.	Change Type & No.	Time Extension (Days)		GMP Breakdown						GMP #2339.01	Total Updated Contract Amount
		Pending	Approved	Cost of Work	CM Contingency	Owner Contingency	General Conditions	Buyout Savings	Construction Phase Fee		
N/A	GMP	-	-	\$18,195,395	\$406,771	\$406,771	\$1,896,522		\$625,467	\$21,530,926	\$21,530,926
1	OCO	0	0	\$3,659	\$0	(\$3,659)	\$0		\$0	\$0	\$21,530,926
2	OCO	10	10	\$114,186	\$0	(\$114,186)	\$0		\$0	\$0	\$21,530,926
3	OCO	0	0	\$1,727	\$0	(\$1,748)	\$21		\$0	\$0	\$21,530,926
4	OCO	0	0	\$19,494	\$0	(\$19,494)	\$0		\$0	\$0	\$21,530,926
5	OCO	0	0	\$19,676	(\$19,676)	\$0	\$0		\$0	\$0	\$21,530,926
6	OCO	0	0	\$14,465	(\$14,465)	\$0	\$0		\$0	\$0	\$21,530,926
7	OCO	0	0	\$2,237	\$0	(\$2,237)	\$0		\$0	\$0	\$21,530,926
8	OCO	0	0	\$3,450	\$0	(\$3,450)	\$0		\$0	\$0	\$21,530,926
9	OCO	0	0	\$832	\$0	(\$832)	\$0		\$0	\$0	\$21,530,926
10	OCO	0	0	\$285	\$0	(\$285)	\$0		\$0	\$0	\$21,530,926
11	OCO	0	0	\$22,415	\$0	(\$22,415)	\$0		\$0	\$0	\$21,530,926
12	OCO	0	0	\$11,221	\$0	(\$11,221)	\$0		\$0	\$0	\$21,530,926
13	OCO	0	0	(\$5,000)	\$0	\$5,000	\$0		\$0	\$0	\$21,530,926
14	OCO	0	0	\$0	\$0	\$0	\$0		\$0	\$0	\$21,530,926
15	OCO	0	0	\$79,584	\$0	(\$79,584)	\$0		\$0	\$0	\$21,530,926
16	OCO	0	0	\$9,930	\$0	(\$9,930)	\$0		\$0	\$0	\$21,530,926
17	OCO	0	0	\$2,450	(\$2,450)	\$0	\$0		\$0	\$0	\$21,530,926
18	OCO	0	0	\$1,747	(\$1,747)	\$0	\$0		\$0	\$0	\$21,530,926
19	OCO	0	0	(\$1,763)	\$0	\$0	\$1,763		\$0	\$0	\$21,530,926
20	OCO	0	0	\$5,784	\$0	(\$5,856)	\$72		\$0	\$0	\$21,530,926
21	OCO	0	0	\$10,364	(\$10,364)	\$0	\$0		\$0	\$0	\$21,530,926
22	OCO	0	0	\$6,410	(\$6,461)	\$0	\$51		\$0	\$0	\$21,530,926
23	OCO	0	0	\$15,825	(\$15,825)	\$0	\$0		\$0	\$0	\$21,530,926
24	OCO	0	0	\$33,487	(\$33,906)	\$0	\$419		\$0	\$0	\$21,530,926
25	OCO	0	0	\$8,854	(\$8,854)	\$0	\$0		\$0	\$0	\$21,530,926
26	OCO	0	-	(\$106)	\$0	\$106	\$0		\$0	\$0	\$21,530,926
27R	OCO	0	-	\$2,687	\$0	(\$2,687)	\$0		\$0	\$0	\$21,530,926
28	Void	0	0	\$0	\$0	\$0	\$0		\$0	\$0	\$21,530,926
29	OCO	0	-	\$3,647	(\$3,647)	\$0	\$0		\$0	\$0	\$21,530,926
30	OCO	0	0	(\$30,000)	\$0	\$30,000	\$0		\$0	\$0	\$21,530,926
31	OCO	0	0	\$4,434	\$0	(\$4,434)	\$0		\$0	\$0	\$21,530,926

32	OCO	0	0	\$6,816	\$0	(\$6,816)	\$0		\$0	\$0	\$21,530,926
33R	OCO	0	-	(\$28,265)	\$0	\$28,265	\$0		\$0	\$0	\$21,530,926
34	OCO	0	0	\$5,273	(\$5,273)	\$0	\$0		\$0	\$0	\$21,530,926
35	OCO	0	0	(\$168,250)	\$0	\$0	\$0		\$0	(\$168,250)	\$21,362,676
36	OCO	0	0	\$1,280	(\$1,280)	\$0	\$0		\$0	\$0	\$21,362,676
37	OCO	0	0	\$1,601	(\$1,601)	\$0	\$0		\$0	\$0	\$21,362,676
38R	OCO	0	-	\$4,646	(\$4,646)	\$0	\$0		\$0	\$0	\$21,362,676
39R	OCO	10	-	\$0	\$0	\$0	\$0		\$0	\$0	\$21,362,676
40R	OCO	0	-	(\$6,292)	\$0	\$6,292	\$0		\$0	\$0	\$21,362,676
41	OCO	0	-	(\$50,311)	\$0	\$50,311	\$0		\$0	\$0	\$21,362,676
42R	OCO	0	-	(\$44,494)	\$0	\$44,494	\$0		\$0	\$0	\$21,362,676
43R	OCO	0	-	\$24,129	\$0	(\$24,129)	\$0		\$0	\$0	\$21,362,676
44R	OCO	0	-	\$4,882	\$0	(\$4,882)	\$0		\$0	\$0	\$21,362,676
45R	OCO	0	-	\$25,500	(\$25,500)	\$0	\$0		\$0	\$0	\$21,362,676
46	OCO	183	-	\$1,304,051	\$0	\$0	\$132,086	(\$135,504)	\$49,367	\$1,350,000	\$22,712,676
47	OCO	0	-	\$1,112	\$0	(\$1,126)	\$14		\$0	\$0	\$22,712,676
48R	OCO	0	-	\$35,771	\$0	(\$36,181)	\$410		\$0	\$0	\$22,712,676
49	OCO	0	-	\$2,541	(\$2,573)	\$0	\$32		\$0	\$0	\$22,712,676
Current Amounts		203	10	\$19,677,366	\$248,503	\$216,087	\$2,031,390	(\$135,504)	\$674,834	\$22,712,676	\$22,712,676



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

## CHANGE AUTHORIZATION

To:

**Doug Boran**  
Vaughn Construction

Date:

February 6, 2018

Project:

**Williamson County N.C.F.**

From:

Stephen Wallace  
Keystone Concrete Placement

**Change Request #09**

**ASI #42**

### Keystone Concrete Placement's Work:

Provide colored concrete infill between back of curb and sidewalks per ASI #42.

Labor:	\$8,073
Materials:	\$18,421
Equipment:	\$3,291
Overhead & Profit (10%):	\$2,979
Bond@ 1%:	\$0

***Excludes: stamping or sandblasting of infilled concrete***

<b>Total Change Request:</b>	<b>\$ 32,764</b>
------------------------------	------------------

Thank you,

**Stephen Wallace**  
Sr. Project Manager  
Keystone Concrete Placement

# C.O. BREAKDOWN

DATE:

Project Name: Williamson County N.C.F.  
Description of Change: ASI #42

Total Square Feet:

**GRAND TOTAL: \$32,764**

## COST BREAKDOWN

DESCRIPTION	UNITS	UNIT TYPE	COST / UNIT	TOTAL COST
-------------	-------	-----------	-------------	------------

### LABOR

Labor		MnHrs	\$33.42	\$0.00
Carpenter	36	MnHrs	\$43.40	\$1,562.40
Operator	40	MnHrs	\$38.59	\$1,543.60
Finisher	40	MnHrs	\$43.40	\$1,736.00
Field Engineer		MnHrs	\$48.83	\$0.00
Rod Buster		MnHrs	\$36.39	\$0.00
Foreman	12	MnHrs	\$49.75	\$597.00
Superintendent		MnHrs	\$66.83	\$0.00
Project Manager		MnHrs	\$77.38	\$0.00
<b>LABOR TOTAL:</b>				<b>\$5,439.00</b>

### CONCRETE

Concrete	38	CY	\$94.50	\$3,591.00
Integral Color	38	CY	\$150.00	\$5,700.00
Mixer Truck Clean-up	4	EA	\$50.00	\$200.00
		Tax	\$0.0825	\$0.00
<b>CONCRETE TOTAL:</b>				<b>\$9,491.00</b>

### REINFORCING STEEL

Rebar	12144	LBS	\$0.42	\$5,100.48
Dowels	1770	EA	\$1.94	\$3,433.80
		Tax	\$0.0825	\$0.00
<b>REINFORCING TOTAL:</b>				<b>\$8,534.28</b>

### MATERIALS

Formwork/Accessories		LS	\$1,518.38	\$0.00
Sand Cushion	24	CY	\$16.50	\$396.00
				\$0.00
<b>MATERIAL TOTAL:</b>				<b>\$396.00</b>

### SPECIALTY

Backhoe	20	HR	\$79.00	\$1,580.00
Hoe Ram Attachment		HR	\$103.00	\$0.00
Skidsteer		HR	\$67.00	\$0.00
Lull		HR	\$100.00	\$0.00
Loader		HR	\$128.00	\$0.00
Air Compressor		HR	\$55.00	\$0.00
Light Tower		HR	\$43.00	\$0.00
Boom Lift		HR	\$133.00	\$0.00
Scissor Lift		HR	\$55.00	\$0.00
Mini Excavator	20	HR	\$73.00	\$1,460.00
Concrete Pump		LS	\$420.00	\$0.00
Tx Cutting & Coring		LS	\$750.00	\$0.00
		Tax	\$0.0825	\$250.80
<b>SPECIALTY TOTAL:</b>				<b>\$3,290.80</b>

### PLACE & FINISH

Steel Tying	6.072	TONS	\$340.00	\$2,064.48
Place Concrete	38	LS	\$15.00	\$570.00
PLACE & FINISH TOTAL:				\$2,634.48

COST SUBTOTAL:				\$29,786
OVERHEAD & PROFIT:	10%			\$2,979
Bond:	1%			\$0

**TOTAL PRICE:** **\$32,764**

RED & WHITE GREENERY, INC.

P.O. BOX 126  
GEORGETOWN, TX 78627

## Credit Memo

Date	Credit No.
2/21/2018	18108

Customer
Wilco. North Campus Williamson County 3151 SE Innerloop Georgetown, TX 78626

Description	Qty	Unit of Measurement	Subtotal
ASI # 42 (Deduct) Granite Gravel (Deduct)Labor SUBTOTAL	-6.26 -1	cy. ls.	  -\$343.88
		<b>Subtotal</b>	-\$343.88
		<b>Sales Tax (8.25%)</b>	\$0.00
		<b>Total</b>	-\$343.88

Batt and Rigid Building Insulation  
Acoustic and Thermal Insulation  
Firestop and Penetration Seals  
Spray-On Fireproofing



Waterproofing & Dampproofing  
Spray-On Polyurethane Foam  
Spray-On Insulation  
Caulking & Sealants

*SERVING HOUSTON AND CENTRAL TEXAS SINCE 1991*

**March 1, 2018**

**ATTN: Camille Carpenter**

**Williamson Co. North Campus Facilities**

*Vaughn Construction Company*

**RE: Additional Site Sealants per ASI #042**

**CO #03 - Installing Self-Leveling Poly-Urethane sealant at new Curb Joints along Drive A & new Expansion Joints & Curb Joints on new concrete paving at Fueling area**

<b>Material &amp; Equipment-</b>	<b>\$ 694.00</b>
<b>Labor (56 x \$42.00) -</b>	<b>\$ 2,352.00</b>
<b>OH &amp; P -</b>	<b>\$ 305.00</b>

**TOTAL CHANGE ORDER PRICING:                      \$ 3,351.00**

**Please feel free to contact me with any further questions or concerns regarding this Change Order.**

**Thanks again,**

**Joey Daigle**

**Vice President**

**Fireproof Contractors Inc.**

**Houston**  
**8100 Blankenship Dr.**  
**P.O. Box 550107**  
**Houston, TX 77255-0107**  
**(713) 690-7600**  
**Fax: (713) 690-7635**

**[www.fireproofcontractors.com](http://www.fireproofcontractors.com)**

**Ref #: 10039**

**Central Texas**  
**P.O. Box 2670**  
**San Marcos, TX**  
**78667-2670**  
**(512) 997-7600**  
**Fax: (512) 997-7677**

## Williamson County Facilities - Job Cost Tracking Log

Project: North Campus Project # P324

Change Order #: 48

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	GMP Breakdown						GMP Total	Total Updated Contract Amount
				Cost of Work	CM Contingency	Owner Contingency	Buyout Savings (Current)	General Conditions	Construction Phase Fee		
Contract				\$ 18,027,145.00	\$ 406,771.00	\$ 406,772.00	\$ -	\$ 1,896,522.00	\$ 625,467.00	\$ 21,362,677.00	\$ 21,362,677.00
1	03/28/17		0	\$ 3,659.00	\$ -	\$ (3,659.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
2	03/28/17		10	\$ 114,186.00	\$ -	\$ (114,186.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
3	05/02/17		0	\$ 1,727.00	\$ -	\$ (1,727.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
4	05/02/17		0	\$ 19,494.00	\$ -	\$ (19,494.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
5	05/30/17		0	\$ 19,676.00	\$ (19,676.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
6	05/30/17		0	\$ 14,465.00	\$ (14,465.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
7	05/30/17		0	\$ 2,237.00	\$ -	\$ (2,237.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
8	05/30/17		0	\$ 3,450.00	\$ -	\$ (3,450.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
9	06/27/17		0	\$ 832.00	\$ -	\$ (832.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
10	06/27/17		0	\$ 285.00	\$ -	\$ (285.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
11	06/27/17		0	\$ 22,415.00	\$ -	\$ (22,415.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
12	06/27/17		0	\$ 11,221.00	\$ -	\$ (11,221.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
13	06/27/17		0	\$ (5,000.00)	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
14	06/27/17		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
15	06/27/17		0	\$ 79,584.00	\$ -	\$ (79,584.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
16	06/27/17		0	\$ 9,930.00	\$ -	\$ (9,930.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
17	09/12/17	A&E	0	\$ 2,450.00	\$ -	\$ -	\$ (2,450.00)	\$ -	\$ -	\$ -	\$ 21,362,677.00
18	09/12/17	A&E	0	\$ 1,747.00	\$ (1,747.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
19	09/12/17	Owner	0	\$ 577,128.00	\$ -	\$ -	\$ (577,128.00)	\$ -	\$ -	\$ -	\$ 21,362,677.00
20	12/05/17	A&E	0	\$ 5,784.00	\$ -	\$ (5,856.00)	\$ -	\$ 72.00	\$ -	\$ -	\$ 21,362,677.00
21	10/03/17	A&E	0	\$ 10,364.00	\$ (10,364.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
22	10/03/17	A&E	0	\$ 6,461.00	\$ (6,461.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
23	12/05/17	A&E	0	\$ 15,825.00	\$ (15,825.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
24	10/03/17	A&E	0	\$ 33,906.00	\$ (33,906.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
25	10/03/17	A&E	0	\$ 8,854.00	\$ (8,854.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
26	02/06/18	A&E	0	\$ (106.00)	\$ -	\$ 106.00	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
27	02/27/18	A&E	0	\$ 2,687.00	\$ -	\$ (2,687.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
28	PENDING REVIEW										\$ 21,362,677.00
29	02/06/18	A&E	0	\$ 3,647.00	\$ (3,647.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
30	10/24/17	Contractor		\$ (30,000.00)	\$ -	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
31	10/24/17	A&E		\$ 4,434.00	\$ -	\$ (4,434.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
32	11/14/17	A&E		\$ 6,816.00		\$ (6,816.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
33	PENDING REVIEW										\$ 21,362,677.00
34	11/14/17	Contractor		\$ 5,273.00	\$ (5,273.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
35	PENDING REVIEW										\$ 21,362,677.00
36	12/05/17	A&E	0	\$ 1,280.00	\$ (1,280.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
37	12/05/17	A&E	0	\$ 1,601.00	\$ (1,601.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
38	PENDING REVIEW										\$ 21,362,677.00
39	02/27/18	Contractor	15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
40	02/27/18	Contractor	0	\$ (6,292.00)	\$ -	\$ 6,292.00	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
41	02/06/18	Owner	0	\$ (50,311.00)	\$ -	\$ 50,311.00	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
42	02/27/18	Contractor	0	\$ (44,494.00)	\$ -	\$ 44,494.00	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
43	02/27/18	Owner	0	\$ 24,129.00	\$ -	\$ (24,129.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
44	02/27/18	Owner	0	\$ 4,882.00	\$ -	\$ (4,882.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
45			0	\$ 25,500.00	\$ (25,500.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
46	03/06/18	Owner	163	\$ (1,350,000.00)	\$ -	\$ -	\$ (135,504.00)	\$ 132,086.00	\$ 49,367.00	\$ -	\$ 21,362,677.00
47			0	\$ 1,126.00	\$ -	\$ (1,126.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
48			0	\$ 36,181.00	\$ -	\$ (36,181.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
			188	\$ 17,624,178.00	\$ 258,172.00	\$ 187,844.00	\$ (715,082.00)	\$ 2,028,680.00	\$ 674,834.00	\$ 20,058,626.00	\$ 21,362,677.00

**Commissioners Court - Regular Session****47.****Meeting Date:** 03/20/2018

Sheriff's Office Training Center, P323 - Change Order 42

**Submitted By:** Gina Wrehsnig, Infrastructure**Department:** Infrastructure**Division:** Building Maintenance**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on Williamson County Sheriff's Office Training Center Project, P323, Change Order # 42 from American Constructors in the amount of \$48,287.03 for funding padded floors/mats and window blinds at exercise and training spaces, and door changes to accommodate workout and training equipment move-in. This change order is being funded by the Construction Managers Contingency.

**Background**

Change order to accept using a portion of the Construction Managers Contingency to fund training and exercise room padded flooring and other items that were not defined in the original design documents. The funding for this change order is within the original GMP budget.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**SOTC Change Order 42SOTC CO42 Funds

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 03/15/2018

**Reviewed By**

Wendy Coco

**Date**

03/15/2018 11:21 AM

Started On: 03/15/2018 10:41 AM



# 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:** 24

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

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

**INITIATION DATE:** 1/25/2018

**CONTRACT FOR:** General Construction

**PROJECT NO.:** 21522.00  
**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.

**Description:** Owner changes to project scope

- Item No. 1. DELETE WIRE CAGES  
A. A212 – FLOOR PLAN – EQUIPMENT, INTERIOR ELEVATIONS, & SECTIONS: Room 143 Defense Tactics  
B. A800 – FINISH SCHEDULE & EQUIPMENT SCHEDULE, NOTES & LEGENDS: Delete (2) EQ-187
- Item No. 2. DELETE PEG BOARD  
A. A212 - FLOOR PLAN – EQUIPMENT, INTERIOR ELEVATIONS, & SECTIONS: Room 141 Delete EQ-063-3  
B. A904 – INTERIOR ELEVATIONS
- Item No. 3. ADD (1) ONE FLAT PANEL DISPLAY (FPD) AND RELOCATE (1) ONE FLAT PANEL DISPLAY (FPD)  
A. A212 – FLOOR PLAN – EQUIPMENT, INTERIOR ELEVATIONS, & SECTIONS: Room 144 Weight Training; Add (1) Flat Panel Display. Locate (1) one flat panel display to center of column on South wall Rm 144.  
B. A212 – FLOOR PLAN – EQUIPMENT, INTERIOR ELEVATIONS, & SECTIONS: Room 143 Defense Tactics; Relocate (1) one flat panel display to center of North CMU wall Rm 143. Paint exposed conduit to match wall.  
C. AV101 – FLOOR PLAN – AUDIO VISUAL; Room 144; Add (1) wall mounted FPD (to pilaster location)  
D. AV201 – RCP – AUDIO VISUAL; Room 144; AV Infrastructure to remain; (4) four ceiling mounted.  
E. AV201 – RCP – AUDIO VISUAL; Room 143; Relocate ceiling mounted FPD from location in front of wire cage to center of North wall.  
F. AV403 – GENERAL DETAILS – AUDIO VISUAL; Room 144 Weight Training; Clarify (1) one FPD and associated CATV tuner box. 1-Line drawing.
- Item No. 4. ADD & DELETE DATA  
A. T101 – FLOOR PLAN – COMMUNICATIONS; Room 144; Added Data for wall mounted FPD (to pilaster location)  
B. Data & Coax to remain; four (4) ceiling mounted; Rm 144.  
C. T101 – FLOOR PLAN – COMMUNICATIONS; Room 143 Defense Tactics; Relocate ceiling mounted FPD from location in front of wire cage to center of North wall.
- Item No. 5. ADD & DELETE ELECTRICAL  
A. E311 – FLOOR PLAN – POWER; Room 144 Weight Training; (4) four ceiling mounted TV receptacles to remain as installed, Add (1) wall mounted TV receptacle centered on column. Ref. Keyed Note 33.  
B. Add (1) wall mounted TV receptacle, Rm 143 Defense Tactics; Ref. Keyed Note 33.
- Item No. 6. ADD ANCHOR RINGS  
A. A212 – FLOOR PLAN – EQUIPMENT, INTERIOR ELEVATIONS, & SECTIONS; Rm 143 D.T.; Locate (3) three recessed anchor rings as shown. Ref. Detail 2/A212.
- Item No. 7. REVISE (2) DOOR WIDTHS  
A. A702 – DOOR SCHEDULE DOOR TYPES; Room 137 Vest.; Revise width of doors 137A and 138A to 3'-6"  
B. Provide any cost associated with security at control access Door 137A.  
C. Ref. Sheet A212.

4' 0"

- Item No. 8. ADD WINDOW SHADES  
 A. A811 – FINISH PLAN; Rm 144; Add motorized LightBloc Zip shades: Color Avila Twilight, Pewter/ Pewter by Mermet. Note 20.  
 B. A800 - FINISH SCHEDULE & EQUIPMENT SCHEDULE, NOTES & LEGEND; Ref. Finish Schedule.  
 C. E311 – FLOOR PLAN – POWER; Room 144 Weight Training; Add power for motorized shades and switch in Rm. 144
- Item No. 9. ADD FLOOR FINISH  
 A. A811 – FINISH PLAN; Room 143; Add Rubber Flooring - RF1 (approx. 1715 SF) as shown in yellow.  
 B. A800 - FINISH SCHEDULE & EQUIPMENT SCHEDULE, NOTES & LEGEND; Ref. Finish Schedule.
- Item No. 10. ADD FLOOR FINISH  
 A. A811 – FINISH PLAN; Room 143; Add DoJo Floor – DJ (approx. 1786 SF) as shown in gray.  
 B. Dojo floor. Provide all necessary accessories to provide turn-key Dojo Floor including but not limited to transition edge, glue and tape. Basis of Design for Dojo Floor: A) two inch Swain Mats Dollamur Martial Arts, Flexi-roll / tape. B) Flexi-connect tapeless connection. C) Swain hybrid mat. D) Dollamur Wrestling Flexi-connect mat. All flooring types to have Tatami texture and 2 inches thick.  
 C. Provide pricing for (4) separate items with breakout.  
 D. Contact information: 1320 White Oaks Rd. Campbell, CA 95008 800.662.4616.  
 E. Contact information: 1734 East El Paso Street, Ste. 110 Fort Worth, TX 877.790.2108  
 Ref. to link  
<https://www.dollamur.com/swainmats/>  
<https://www.dollamur.com/swainmats/swain-hybrid-tatami>  
<https://www.dollamur.com/wrestling/>
- Item No. 11. ADD & DELETE WALL PADS  
 A. A811 – FINISH PLAN; Room 143 D.T.; Delete wall pads on West wall, South wall, and partial East wall.  
 B. A904 – INTERIOR ELEVATIONS; Add 6' ht. wall pads on North wall and West & East side wall of Alcove formerly Rooms 141 & 142; (keep wall pads below first set of windows and 2<sup>nd</sup> pilaster)
- Item No. 12. ADD ELECTRICAL STRIP  
 A. A903 – INTERIOR ELEVATIONS; Room 144 Weight Training; Add vertical electrical strip at cabinets.  
 B. E311 – FLOOR PLAN – POWER; Rm 144; Relocate outlet above base cabinet as vertical electrical power strip for phone charging station; center in wall.  
 C. Ref. Keyed Note 4.

**Attachments:** Sheets CVR, A212, A702, A800, A811, A903, A904, E311, AV101, AV201, AV403, T101 (Dated 2018-01-24)

**END OF PROPOSAL REQUEST #24**

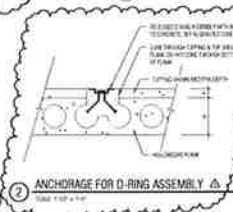
**ISSUED:** BRINKLEY SARGENT WIGINTON ARCHITECTS

By: David Achterberg

January 25, 2018

ARCHITECT

DATE

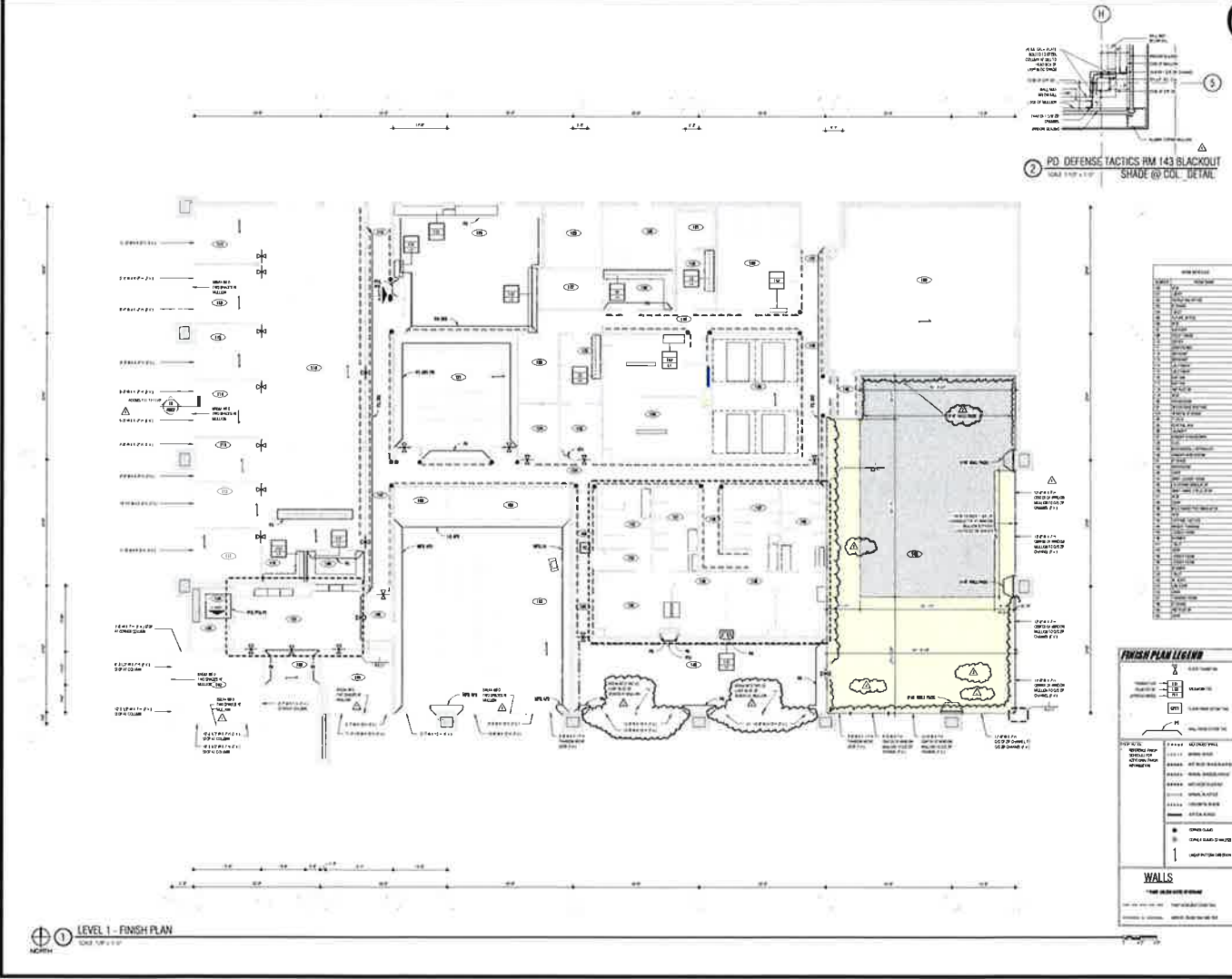


## BID ISSUE





8/2/2019 10:00 AM



**WILLIAMSON COUNTY**  
**SHERIFF'S OFFICE TRAINING CENTER**  
8160 Chandler Road, Hutto, TX 78634

**BID ISSUE**

**AB11**

**FINISH PLAN**

**WALLS**

**FINISH PLAN LEGEND**

SYMBOL	DESCRIPTION
[Symbol]	WALL
[Symbol]	DOOR
[Symbol]	WINDOW
[Symbol]	CEILING
[Symbol]	FLOOR
[Symbol]	ROOF
[Symbol]	FOUNDATION
[Symbol]	MECHANICAL
[Symbol]	ELECTRICAL
[Symbol]	PLUMBING
[Symbol]	PAINT
[Symbol]	FINISH

[illegible][illegible]

**WILLIAMSON COUNTY  
SHERIFF'S OFFICE TRAINING CENTER**  
8160 Chandler Road, Hutto, TX 78634

TABLE 1		
Year	1990	1991
1	10.0	10.0
2	10.0	10.0
3	10.0	10.0
4	10.0	10.0
5	10.0	10.0
6	10.0	10.0
7	10.0	10.0
8	10.0	10.0
9	10.0	10.0
10	10.0	10.0



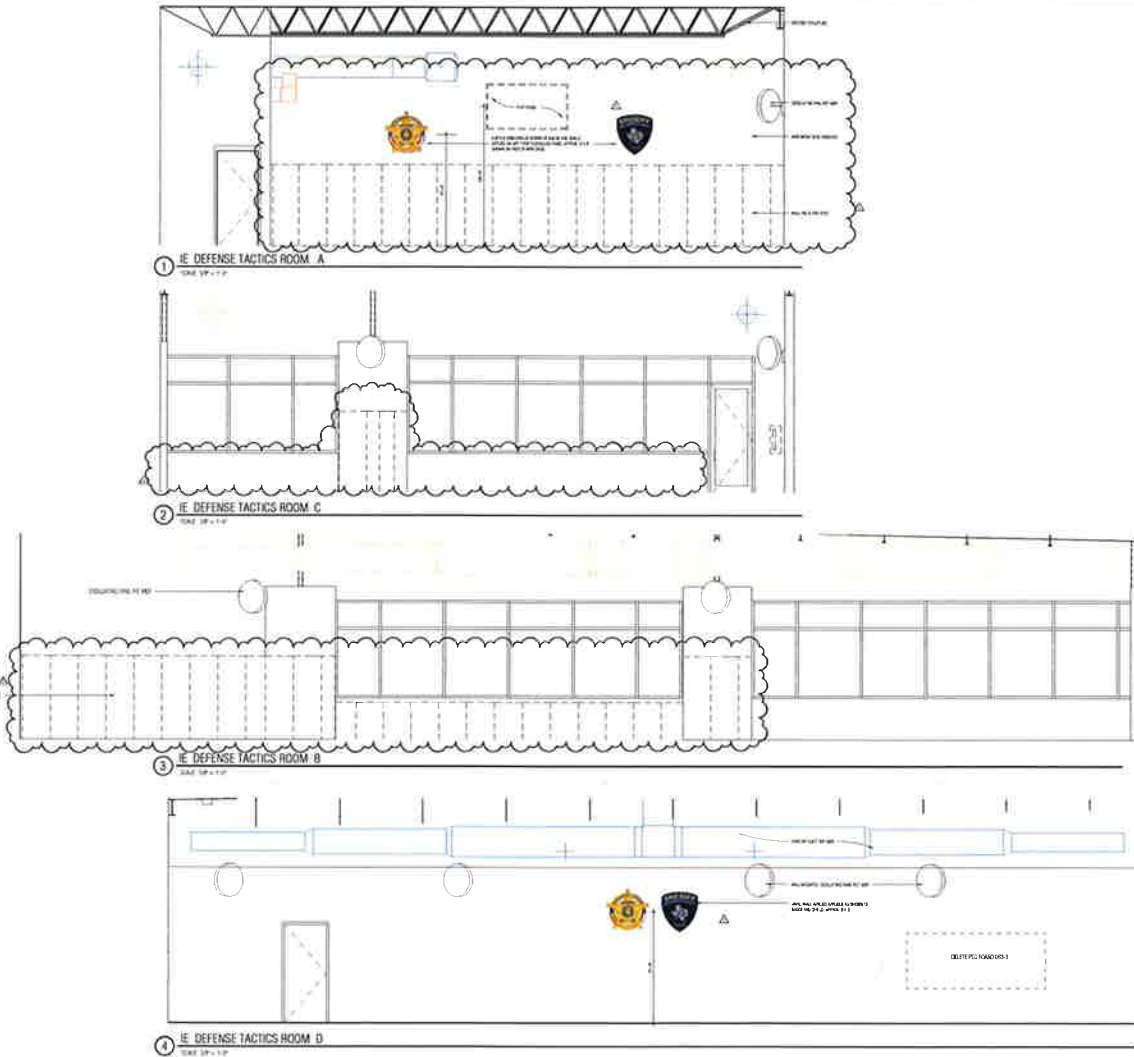
### INTERIOR ELEVATIONS

## BID ISSUE

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W&A Associates, Inc.

W&A Associates, Inc.



W&A ASSOCIATES, INC.  
10000 N. GUYTON AVENUE  
SUITE 100  
DALLAS, TEXAS 75243  
TEL: 214.343.1111  
WWW.WAASSOCIATES.COM

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DALLAS, TEXAS 75243  
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DALLAS, TEXAS 75243  
TEL: 214.343.1111  
WWW.WAASSOCIATES.COM

**RINKLEY SARGENT WIGINTON ARCHITECTS**

**ELECTRICAL DEVICE MOCK-UP**  
ROUGH-IN ONE ENTIRE CLASSROOM  
FOR MOCK-UP APPROVAL. IN MOCK-UP,  
ROUGH-IN ALL DEVICES IN ROOM  
INCLUDING LIGHT SWITCHES,  
THERMOSTATS, F/A, RECEPTACLES,  
DATA, ETC. DO NOT ROUGH-IN ANY  
ADDITIONAL DEVICES UNTIL MOCK-UP IS  
APPROVED BY THE OWNER, ARCHITECT  
AND ENGINEER. ANY DEVICES THAT  
DON'T MEET APPROVED MOCK-UP  
LOCATIONS WILL BE REMOVED AND  
REINSTALLED IN CORRECT LOCATION  
AT CONTRACTOR'S EXPENSE.

FOR LOCATIONS WHERE POWER AND DATA ARE SHOWN TOGETHER, DEVICE ROUGH-IN IS TO BE A MAXIMUM OF 6" APART. PROVIDE CADDY BRACKETS AS REQUIRED.

PROVIDE LIGHTING AND POWER  
IN CRAWLSPACE AS REQUIRED

## KEYED NOTES

THESE NOTES APPEAR IN THE BIBLE ONLY.

- [illegible]

REFERENCE MECHANICAL FAN  
SCHEDULE FOR EXHAUST FAN  
SWITCHING REQUIREMENTS

REFERENCE TECHNOLOGY  
SHEETS FOR ALL DATA  
REQUIREMENTS.

02 FLOOR PLAN - SUPPORT - POWER - ALTI

01 FLOOR PLAN - POWER

**WILLIAMSON COUNTY  
SHERIFF'S OFFICE TRAINING CENTER**  
8160 Chandler Road, Hutto, TX 78334

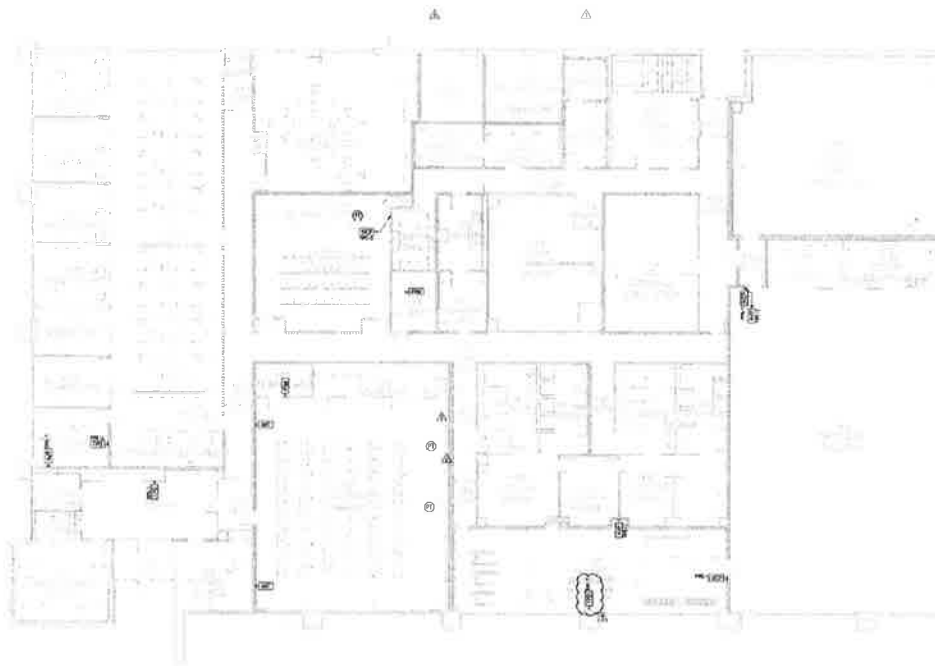


The information provided here is intended as a guide only. It does not constitute an offer or recommendation to buy or sell securities. The information is not intended to be used as a basis for investment decisions. The information is not intended to be used as a basis for investment decisions.

**FLOOR PLAN -  
POWER**

E311

**BID SET**



1 FLOOR PLAN - AUDIO VISUAL  
SCALE 1/8" = 1'-0"

WILLIAMSON COUNTY  
SHERIFF'S OFFICE TRAINING CENTER  
8160 Chandler Road, Georgetown TX 78626

**WILLIAMSON COUNTY  
SHERIFF'S OFFICE TRAINING CENTER**  
8160 Chandler Road, Georgetown TX 78626

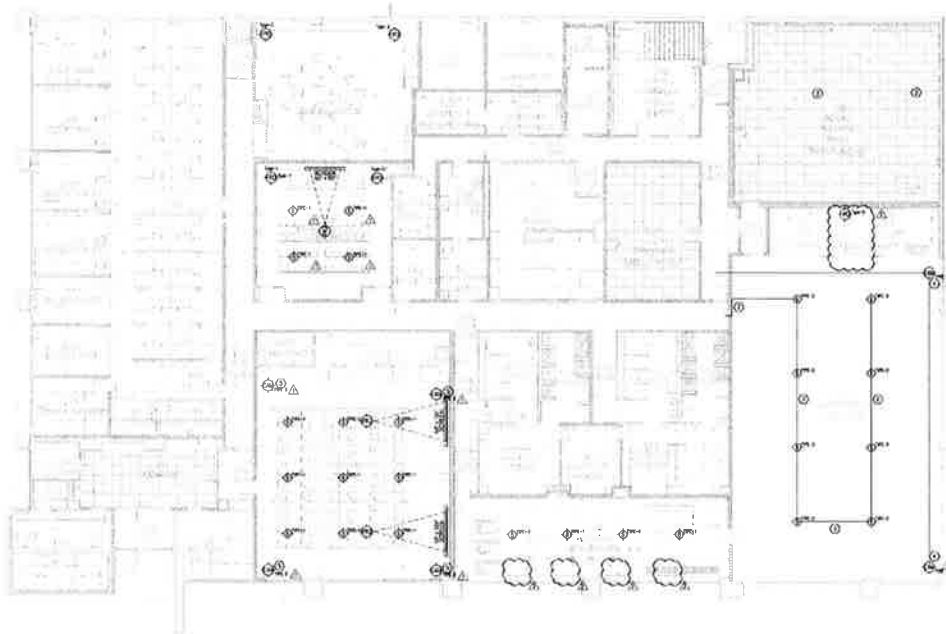
NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
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FLOOR PLAN -  
AUDIO VISUAL

END  
AV101

BID ISSUE



- GENERAL NOTES:**
1. CEILING MOUNTED FLAT PANELS INFRASTRUCTURE ONLY.
  2. 3/4" x 3/4" CONDUIT 1/2" FROM E/W CORNER LOCATIONS TO CEILING 2-GANG WALL MOUNT ELECTRICAL BOXES AT THE SPEAKER LOCATIONS IN WITH INFERENCE FACTS ROOM NUMBER 11 AND THE WEIGHT TRAINING ROOM NUMBER 6. TO BE INSTALLED BY DM 25 USING BEST MEANS AND PRACTICES.
  3. CEILING MOUNTED PROJECTORS INFRASTRUCTURE ONLY.
  4. CEILING MOUNTED CAMERAS INFRASTRUCTURE ONLY (ACTIVE EQUIPMENT TO BE DESIGNED AS AN "ADD" BY AN CONTRACTOR).
  5. ACCESSIBLE CEILING MOUNTED CAMERAS NO INFRASTRUCTURE NEEDED (ACTIVE EQUIPMENT TO BE DESIGNED AS AN "ADD" BY AN CONTRACTOR).

1 RCP - AUDIO VISUAL

**WILLIAMSON COUNTY  
SHERIFF'S OFFICE TRAINING CENTER**  
8160 Chandler Road, Georgetown TX 78626

1	20	20
2	20	20
3	20	20
4	20	20

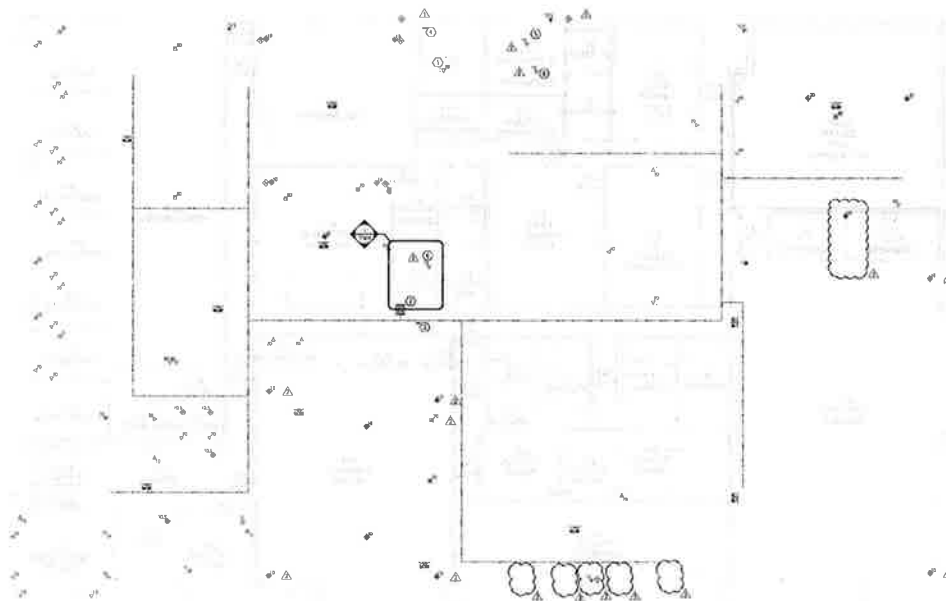


RCP - AUDIO VISUAL

AV201

BRILEY SARGENT NIGHTOWITCHES





#### GENERAL NOTES

- 1) VERIFY THE FINAL TOWNSHIP AND LOCATIONS OF EXISTING UTILITIES IN MODEL. ARCHITECTURAL WORKSHEET TO BE PROVIDED WITH THE ARCHITECT'S FRESH TO ROOMS AND INSTALLATION.
- 2) PROVIDE CONDUIT SLEEVES INTO VERTICAL PARTITIONS TO CENTRAL MEANS OF CONNECTION.
- 3) VERIFY ALL DEVICE LOCATIONS AND THEIR MOUNTING HEIGHTS WITH THE ARCHITECTURAL DOCUMENTS PRIOR TO ROUGH-IN.
- 4) REFER TO THE ARCHITECTURAL DRAWINGS FOR FINAL LOCATION AND DIMENSIONS FOR ALL FLOOR BOOTS.

#### FIELD NOTES

- 1) DATA CONNECTIVITY TO SERVE BUILDING AUTOMATION SYSTEM. CONFIRM FIELD LOCATION WITH DAWSON 03/13/18 CONTRACTOR PRIOR TO ROUGH-IN.
- 2) FOUR (4) 4" CONDUIT SLEEVES.
- 3) MINIMUM 3" RIGID CONDUIT STUB UP TO ROOF WITH WEATHERHEAD ON BOTH CONDUITS.
- 4) TWO (2) 2" CONDUITS TO ONE STORAGE FOR COMMUNICATIONS.
- 5) DATA CONNECTIVITY TO SERVE THE REMEDIATION CONSULTANTS. CONFIRM LOCATION WITH THE OWNER PRIOR TO ROUGH-IN.
- 6) DATA CONNECTIVITY TO SERVE THE HVAC CONTROL PANELS. CONFIRM LOCATION WITH THE OWNER PRIOR TO ROUGH-IN.

1 FLOOR PLAN - COMMUNICATIONS

**WILLIAMSON COUNTY**  
**SHERIFF'S OFFICE TRAINING CENTER**  
 8160 Chandler Road, Georgetown TX 78626

Item	Quantity	Unit	Price
1. 2" RIGID CONDUIT	100	FEET	100.00
2. 4" RIGID CONDUIT	100	FEET	100.00
3. 2" RIGID CONDUIT	100	FEET	100.00



FLOOR PLAN - COMMUNICATIONS

BID ISSUE T101

BINKLEY SARGENT WRIGHT ARCHITECTS



512-218-4043 Corporate Office

512-535-4673 Central Fax

[www.aceaudiocom.com](http://www.aceaudiocom.com)

Sound Reinforcement ~ Video ~

Intercom ~ Phone/Data ~ TV ~ Fiber Optics ~ Systems & Cabling

Design ~ Engineering ~ Sales ~ Integration ~ Service and Support

## Job Proposal

***Ace Audio Communications is a Historically Underutilized Business (HUB),  
Texas Certification #17429685443***

February 22, 2018

**To: American Construction, Inc.**  
**Attn: Dustin Weigers**  
**Re: WCSOTC PR#24**

Ace Audio Communications, Inc. appreciates the opportunity to submit this proposal for the above referenced project:

### **Item #3**

- Add (1) FPD in Room 144 Weight Training
  - o \$2,951.00
- Move (1) FPD in Room 143 Defensive Tactics
  - o \$0.00

**Total \$2,951.00**

*Exclusions: conduit, standard boxes, power, trenching, core-drilling, grounding, bonding, painting, sleeves, wood-working, cable tray, demolition, required bonds, blocking, and tax*

**Valid for 30 Days**

Doug Windle  
Ace Audio Communications, Inc.

# PROPOSAL

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



**Project: WCSOTC**  
**Address: 8160 Chandler Road**  
**Hutto, TX 78634**

## Description of Wor PR 024

### Additoinal Project Overhead for PR 024

## Cost analysis

Qty	Description	Unit Price	Price
2	Jobsite Overhead 2 weeks	\$7,367.00	\$14,734.00
2	Administrative Requirements 2 weeks	\$895.00	\$1,790.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
SubTotal			\$16,524.00
<b>TOTAL</b>			<b>\$16,524.00</b>



## Change Proposal

3/9/2018

AMERICAN CONSTRUCTORS, LLC  
11900 WEST PARKER LANE  
CEDAR PARK, TX 78613

Attn:

Project: WILLIAMSON CO SHERIFF'S OTC

Re: 011

Per proposal request #24: Door 137A & 138A will change to 4' (48") wide doors. This will consist of new doors, glass, storefront framing & caulking. Hardware to be transferred to new doors: #138A - all except threshold & door sweep. 137A - All except threshold, door sweep & exit device (precision panic). Removal of existing frame to be done by AVG. All final connections by others. Hardware to be provided by others. Material: \$5,492.00 Labor: \$3,076.00 Total: \$8,568.00

Please sign or send confirmation.

**ACCEPTED BY:**

Caesar Barrientoz  
Project Manager

**ACCEPTED BY:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Date

This proposal will be honored for 60 days.  
If you do not have an account, prepayment will be required.

Mailing Address: P.O. Box 191  
Round Rock, TX 78680

Showroom: 1609 Chisholm Trail #100  
Round Rock

## Dustin Wiegers

---

**From:** Robert Ramirez <Robert.Ramirez@bigstateelectric.com>  
**Sent:** Thursday, February 1, 2018 2:03 PM  
**To:** Dustin Wiegers; Ralph Gonzales  
**Cc:** Grant Huling; Tom Satori  
**Subject:** RE: WCSOTC - PR 24

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Dustin,

There is no additional cost or credits for this PR. We will relocate the 2 locations as no cost and leave the deleted locations coiled in the ceiling for future use.

Thank You,

*Robert Ramirez, RCDD*  
Telecom Division Manager



**Big State Electric, Ltd**  
[www.bigstateelectric.com](http://www.bigstateelectric.com)

**Austin/San Antonio Corporate/Houston**

7101 Burleson Road  
Austin, Texas 78744  
Direct – (737) 205-5223  
Office - (512) 385-6160  
Cell - (512) 789-4568  
Fax – (512) 385-6177  
Robert.Ramirez@bigstateelectric.com

**From:** Dustin Wiegers [mailto:dwiegers@acitexas.com]  
**Sent:** Wednesday, January 31, 2018 11:03 AM  
**To:** gary chappell <gary@interstordesign.com>; Doug Windle (doug@aceaudiocom.com) <doug@aceaudiocom.com>; 'Paul Switzer' <paul@aceaudiocom.com>; Robert Ramirez <Robert.Ramirez@bigstateelectric.com>; Glen Stephens (glen@evergreenpower.co) <glen@evergreenpower.co>; Allen Stephens (allen@evergreenpower.co) <allen@evergreenpower.co>; Caesar Barrientoz <cbarrientoz@ventanaman.com>; Roy Zerbel <rzerbel@netronixint.com>; Beth Work <bethcapitolblind@yahoo.com>; Matt Salyers

<matts@flooringsolutions.us.com>; jeff@aalconfg.com; Wendy <wendy@aalconfg.com>  
Cc: Grant Huling <ghuling@acitexas.com>; Tom Satori <tsatori@acitexas.com>  
Subject: WCSOTC - PR 24

Please see attached PR 024 for pricing.

The owner would like this to be priced per item so please organize your pricing in this manner. There are a lot of pieces to this so feel free to give me a call on my cell phone if you have any questions as there are a lot of moving parts to this change. I would like to gather all this pricing by 2/7.

Thanks in advanced for your effort,

Dustin Wiegers

**AMERICAN CONSTRUCTORS**

11900 West Parmer Lane | Suite 200 | Cedar Park, TX 78613

main office (512) 328-2026 | cell (512) 743-7107

[www.acitexas.com](http://www.acitexas.com)

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

From: David Achterberg [<mailto:dachterberg@bsw-architects.com>]

Sent: Friday, January 26, 2018 2:31 PM

To: Dustin Wiegers <[dwiegers@acitexas.com](mailto:dwiegers@acitexas.com)>; Grant Huling <[ghuling@acitexas.com](mailto:ghuling@acitexas.com)>

Cc: Bob Lubecker <[rlubecker@wilco.org](mailto:rlubecker@wilco.org)>

Subject: 21522 WCSOTC - PR 24

All,

Please refer to attached. This clarifies the items referring to deleting the FPDs that were not approved to be added in PR 15. So, PR15 will be modified, when issued as a revision, to exclude any work related to the FPDs in the Weight Room and Defense Tactics.

Thanks,

**David Achterberg**

Architect

**BRINKLEY SARGENT WIGINTON ARCHITECTS**

DALLAS | HOUSTON | WACO | AUSTIN

1005 E ST. ELMO ST., BLDG 8

AUSTIN, TEXAS 78745

T 512.610.4700

[www.BSW-Architects.com](http://www.BSW-Architects.com)

CAPITOL BLIND AND DRAPERY COMPANY, INC.  
1801-1803 HYDRO DRIVE AUSTIN, TEXAS 78728

2/7/18

WILLIAMSON COUNTY SHERIFFS OFFICE TRAINING CENTER PR 24  
SHADES

QUANTITY

ESTIMATED FINISH AND SPECIFICATIONS

4 DRAPER ZIP MODEL MOTORIZED BLACKOUT WITH LARGE CURVED  
HEADBOX

PER FINISH PLAN ROOM 144 WEIGHT TRAINING

IMPORTANT QUALIFICATIONS

\*\*\*\* 5 FOOT J BOX LEADS PROVIDED ADDITIONAL LENGTH AT ADDITIONAL COST

\*\*\*\* WALL SWITCH AS ALL ELECTRICAL DELIVERED ONLY INSTALLED BY THIRD PARTY

\*\*\*\* ALL WIRING, HOOKUP AND WIRE PULLING BY THIRD PARTY. ALL WIRE BY THIRD PARTY THIS INCLUDES LW OR HIGH  
VOLTAGE

\$ 9609.00

This price includes materials, installation, and freight. This price **does NOT**  
**include** sales tax. This price is valid for 45 days. This price is based on listed sizes and quantities only

Sincerely,  
CAPITOL BLIND AND DRAPERY COMPANY, INC.



Beth Gamel  
Commercial Sales  
Representative VOICE  
[capitolblind@yahoo.com](mailto:capitolblind@yahoo.com)



## Evergreen Power of Texas

P.O. Box 1639 Lampasas, Texas 76550

512.564.1388 OFC

512.564.1042 FAX

**TO: AMERICAN CONSTRUCTORS**  
**(512) 328-2026**

**JANUARY 6, 2018**

**RE: Sheriff's Office PR#24**

**Attn: Dustin Wiegars**

**Dear Dustin,**

**Evergreen Power, LLC. is pleased to quote the above referenced PR#24 as follows:**

**(PLEASE NOTE THAT WE ARE EXCLUDING THE VERTICAL STRIPS IN Item#12 until RFI is answered.)**

**Quote .....\$1,042.03**

**Sincerely,**

**Glen Stephens, President**

**(409) 877-9166 celll**

**WILCO SHERIFF'S OFFICE - PR#24**

QUANTITY	ITEM	MAT'L	UNIT	EXTEND	LABOR	UNIT	EXTEND
70 FT	3/4" EMT	\$	0.57 FT	\$ 39.90	0.12 FT		8.4
10 EA	3/4" COMP CONN	\$	0.62 EA	\$ 6.20	0.1 EA		1
15 EA	3/4" STRAPS	\$	0.42 EA	\$ 6.30	0.1 EA		1.5
5 EA	4" SQ BOXES	\$	1.20 EA	\$ 6.00	0.3 EA		1.5
5 EA	4" PLASTER RINGS	\$	1.00 EA	\$ 5.00	0.1 EA		0.5
3 EA	PLATES	\$	2.00 ES	\$ 6.00	0.1 EA		0.3
5 EA	MTG BRACKETS	\$	2.50 EA	\$ 12.50	0.25 EA		1.25
250 FT	#12 THHN	\$	0.11 FT	\$ 27.50	0.01 FT		2.5
3 EA	CUT IN DRYWALL				1 EA		3
<b>TOTAL</b>				109.40			
	<b>LABOR RATE</b>						
					Total Hours		19.95
					Hourly Rate		42
<b>MATERIAL</b>		109.40			Total Labor		837.90
<b>LABOR</b>		837.90					
<b>TOTAL</b>		947.30					
<b>10% O &amp; P</b>		94.73					
<b>TOTAL</b>		1,042.03					

Date:

2/7/2018

To:

Grant Hutton

Customer PO:

CONTRACT



**Flooring**  
SOLUTIONS INC

8606 Wall Street, Building 16

Austin, TX 78754

Phone : (512) 335-8089 / Fax: (512) 258-2581

## Change Order Request

53389

Job No: 11782

Request #: 15

CO #: 0

<b>Invoice To:</b> AMERICAN CONSTRUCTORS 11900 W. PARMER LN Suite 200 CEDAR PARK, TX 78613		<b>Job Name:</b> WILCO SOTC 8160 CHANDLER ROAD HUTTO, TX 78634	
Grant Hutton Phone: (512) 328-2026- Cell: Pager: Fax: (512) 328-2520-	Dustin Wiegers Phone: (512) 328-2026- Cell: (512) 743-7107- Pager: Fax: (512) 328-2520-	GRANT HULING Phone: (512) 328-2026- Cell: (512) 773-2360-  Fax: (512) 328-2520-	
<b>From:</b> Matt Salyers		<b>Project Manager:</b> H, Eli	<b>Estimator:</b>

**Description of Change Order Request:**

MS - PR 24 ADD FOR WHOLE ROOM 143

MS - PR 24 ADD RF1 FOR WHOLE ROOM 143

**ADD**

MANUFACTURER:			STYLE:		
COLOR NAME:	COLOR NUMBER:	UOM:	QUANTITY:	UNIT PRICE:	TOTAL PRICE:
<b>1 RT-1 RUBBER TILE SUPPLIED AND INSTALLED - MS - WEIGHT ROOM</b>					
CAPRI FLOORING			RE-TIRE 9MM 4' ROLLED GOOD		
BLUE MOON	RT4003	SF	3,656.00	6.783	24,797.00
<b>2 ADHESIVE MATERIALS SUPPLIED ONLY - MS -</b>					
CAPRI FLOORING			ADHESIVE - CAPRI AR 4000		
3.5 GALLON		EA	9.00	233.778	2,104.00
<b>3 FLOOR PREP ESTIMATE -</b>					
FLOORING SOLUTIONS INC.			FLOOR PREP		
N/A		SY	25.00	58.000	1,450.00
<b>4 B-1 WALL BASE SUPPLIED AND INSTALLED - MS -</b>					
JOHNSONITE®			WALL BASE (DC)-RUBBER-COVE-COIL 4"X1/8"		
GREY	48	LF	360.00	1.289	464.00

**Total ADD \$28,815.00**

**Tax Exempt Total This Option : \$28,815.00**

SALESMAN'S SIGNATURE

Approximate Installation Start Date:

CUSTOMER'S AUTHORIZATION



PROPOSED CHANGE ORDER # 8

H&amp;H Doors and Hardware, LTD. - PO Box 3542, Victoria, TX, 77903 - Phone (361) 578-3664 - Fax (361) 578-0016

TO:	AMERICAN CONSTRUCTORS	DATE:	2/14/2018
ATTN:	DUSTIN WIEGERS	PHONE:	512-328-2026
JOB NAME:	WILLIAMSON SHERIFF OFFICE TRAININ	FAX:	512-328-2520
JOB #:	17041		

Per your request, this proposes a change to our material contract # 899.000-17M dated 3/29/17, for Hollow Metal, Wood Doors, STC Doors Aluminum Frames and Hardware, per **PR no 24**, to:

**Provide a new 48" exit device, threshold, and door sweep at mark mark 137A.**

**Provide a new 48" push bar at mark 138A.**

Total Price Increase (Decrease) Tax Not Included, FOB Jobsite: \$ 1,898.00

Tax:

**Total Of Proposed Changes: \$ 1,898.00**

**Notes:**

- This small order price is based on a separate order from the original job and requires separate order processing, factory order, freight, handling, delivery to the job and overhead expenses, resulting in higher unit prices than the original order.
- Payable to H&H Doors & Hardware, LTD. 17610 NW Zac Lentz Parkway, Victoria, Texas 77905, Victoria County.
- This document serves as a "proposed change order" acknowledging the products to be supplied and the price to be added to the original purchase order.
- All work covered by this change shall be performed under the same terms and conditions as in the original purchase order and to match previous material and manufacturers, if applicable.
- This quote is subject to change if we are not notified to proceed by your signature below or if directed not to proceed, this quote is invalid.
- Prior to proceeding with the above changes, H&H must be in receipt of an executed Change Order inclusive of a change order number, or a new executed purchase order.

**Changes Accepted by:**

Authorized Signature

Sign / Print

**Changes Proposed by:**

Authorized Signature

*Chase Stanzel*

**Change Order Number, #**

**New Purchase Order, #**

Date of Acceptance

Date of Acceptance

2/14/2018

## Dustin Wiegers

---

**From:** gary chappell <gary@interstordesign.com>  
**Sent:** Wednesday, November 8, 2017 9:54 AM  
**To:** Grant Huling; Dustin Wiegers  
**Cc:** Dustin Wiegers  
**Subject:** RE: WCSOTC-102213-001-0-Wire Mesh Partitions

Grant,

Per our conversation yesterday, the wire mesh for this job has been manufactured and shipped. The material is currently stored in my Houston warehouse. I can send photos if you need them.

The total contract of \$11,000.00 includes \$9,500.00 for materials and \$1,500.00 for installation. We were scheduled to install this month and submit a pay app for materials and installation.

Will the owner decide what they want to do soon? We do need to submit a November pay app. Please advise. Thanks.

**Gary Chappell**  
**713-690-7890**

**New mailing address**  
Interstor Design Associates, Inc.  
P.O. BOX 55327  
Houston, TX 7255-5327

**New shipping address:**  
Interstor Design Associates, Inc  
2098 Afton Rd.  
Houston, TX 77055

**From:** Grant Huling [mailto:ghuling@acitexas.com]  
**Sent:** Friday, November 3, 2017 1:00 PM  
**To:** gary chappell <gary@interstordesign.com>; Dustin Wiegers <dwiegers@acitexas.com>  
**Cc:** Dustin Wiegers <dwiegers@acitexas.com>  
**Subject:** RE: WCSOTC-102213-001-0-Wire Mesh Partitions

Gary, can you tell me where we are in production? The Owner is looking at some possible changes and I need to know what our options are at this point. Thank you.

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](http://www.acitexas.com)

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

**From:** gary chappell [mailto:gary@interstordesign.com]  
**Sent:** Thursday, September 21, 2017 7:49 AM  
**To:** Grant Huling <ghuling@acitexas.com>; Dustin Wiegers <dwiegers@acitexas.com>  
**Cc:** Dustin Wiegers <dwiegers@acitexas.com>  
**Subject:** RE: WCSOTC-102213-001-0-Wire Mesh Partitions



## 8588F17P-Change Order #2 Door Hardware Integrations

February 14, 2018

Dustin Wiegers  
American Constructors  
11900 West Parmer Lane  
Cedar Park TX 78613

Dustin,

Following you will find the change order to address door 137A as well as the door hardware integrations that were performed on various doors where division 08 did not wire any of the electrified hardware components. These doors were discussed with you and Roy Zerbel, Netronix Project Manager.

Thank you,

A handwritten signature in black ink, appearing to read "Eric Ryan", with a stylized flourish at the end.

Eric Ryan  
Senior Account Executive  
Netronix Integration  
512-785-5858  
eryan@netronixint.com

---

Netronix Integration | 800 Paloma Dr., Ste. 110 | Round Rock TX 78665 | [www.netronixint.com](http://www.netronixint.com) TX LIC B19685

*\*\*The information enclosed in this proposal is intended for the use of the individual to which it is addressed, and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. All information included is considered proprietary and is the intellectual property of Netronix Integration. As the reader or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copy of this communication, information contained within, or its attachments, is strictly prohibited.*



**Bill of Materials:**

Mfgr.	Model	Description	Qty	Unit Sell	Material Extended Sell	Labor Hours	HOURS EXTENDED	Labor Rate Sell	Labor Extended Sell
UTC	1076D-G	STEEL DOOR, RECESSED, 1" DIAMETER, W/ WIRE	1	\$ 18.23	\$ 18.23	1.00	1.00	\$ 85.50	\$85.50
Netronix		Door Hardware Integration at Door 137A	1	\$ -	\$ -	1.00	1.00	\$ 85.50	\$85.50
Netronix		Door Hardware Integration from prior doors not wired by division 08	1	\$ -	\$ -	8.00	8.00	\$ 85.50	\$684.00
Netronix		Installation materials	1	\$ 28.29	\$ 28.29	0.00	0.00	\$ 85.50	\$0.00

Material Total			\$46.51
Shipping and Handling			\$0.00
Sales Tax			\$0.00
Labor			\$855.00
OH&P			\$90.49
Total			\$992.00

Authorization: Customer

NETRONIX:

Accepted by: \_\_\_\_\_

Accepted by: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**All agreements laid forth in original contract will apply to change order.**

**Warranty**

Netronix shall warranty all provided and installed equipment and systems for one (1) year from beneficial use date. In full use for materials and labor for devices provided and installed by Netronix Integration only. Netronix will at its Discretion repair or replace any defective equipment determined to be defective. Any device or system modification performed by non Netronix personnel or a designated subcontractor will void the warranty.

Warranty exceptions: Acts of nature, vandalism, misuse of system device causing failure or modification/alteration of devices.

Liability if limited to repair and or replacement of equipment installed by Netronix Integration.

Netronix Integration | 800 Paloma Dr., Ste. 110 | Round Rock TX 78665 | [www.netronixint.com](http://www.netronixint.com) TX LIC B19685

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1650 Avenue H • St. Louis, MO 63125 • [www.aalcomfg.com](http://www.aalcomfg.com)  
P: 800.537.1259 • F: 314.544.2386 • [Estimating@aalcomfg.com](mailto:Estimating@aalcomfg.com)

ORIGINAL

To: American Construction  
Attn: Estimator  
Re: Sheriff's Office Training Center-TX

Date: 11.17.16  
Bid Date: 11.17.16

We are pleased to quote the following:

Section #114800-Athletic Equipment  
Bidding Column Pads As Mfg By Aalco-Wrestling mats By Crown Mfg



Column & Wall Padding-Delivered Only

- ✦ 3 ea.-Column pads.
- ✦ Approx: 76' Wall padding.

Wrestling Mats-Delivered Only

- ✦ 3 ea.-20' x 40' Mats.

Total: \$39,750\*

If you have any questions, please feel free to call.

Sincerely,  
Jeff Pohrer

*\*All equipment to be delivered and/or installed in one trip, with the exception of volleyball sleeves and covers, which can be pre-shipped. Any additional shipments may incur freight charges.*

*\*All equipment demonstration and training to be done via Internet, video, phone or at time of installation/NO EXCEPTIONS\**

\*Price is based on:

*\*Sales Tax Not Included\* Material being installed at the same time \* Price valid for 60 days \* This bid is conditioned upon the use of the AIA A401 Subcontract or terms consistent with the ASA Addendum to Subcontractor \* All wiring, conduit, running of & connections for all motors, control panels etc. to be done by others \* This bid is conditioned upon the customer's acceptance of SportsCon G.L. insurance limit of \$1 million occurrence with a \$2 million aggregate and umbrella limit of \$5 million.*

Headquarters ~ St Louis, MO 63125

Southeast Division ~ Gainesville, GA 30501

✓



1650 Avenue H- St. Louis, MO 63125 • [www.aalcomfg.com](http://www.aalcomfg.com)  
P: 800.537.1259 -F: 314.544.2386 • [Estimating@aalcomfg.com](mailto:Estimating@aalcomfg.com)

To: American Constructors  
Attn: Dustin Wiegiers  
Re: Wilco SOTC PR #24

Date: 02.14.18

Dustin,

Revised wall pad pricing as requested:

**Wall Pads-Delivered Only**

- ♦ Approx: 80 L.F x 6' Wall pads.
  - North wall - 37' +/-
  - East wall - 28' +/- (including columns)
  - South wall - 6 L.F +/- (on columns)
  - West alcove - 10 L.F +/-
- ♦ Approx: 24 L.F x 3' Wall pads (at east wall below windows)

**Total: \$4,958**

**\*\*Add for labor - \$3,200**

\$ 4,958 PR 24 mat  
+\$ 3,200 PR 24 install  
-\$39,750 Base bid  
-\$31,592 Credit

If you have any questions, please feel free to call.

Sincerely,  
**Jeff Pohrer**

## Dustin Wiegers

---

**From:** David - Dollamur <david@swainmats.com>  
**Sent:** Tuesday, February 27, 2018 11:55 AM  
**To:** Dustin Wiegers  
**Cc:** Grant Huling  
**Subject:** Re: WCSOTC Mats

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Dustin,

Yes, thanks for the clarification.

Below is your revise quote for a FlexiConnect 54x37x2" area.

2" FC 54x37 (9 rolls of 6x37 - tapeless mat)

**Quote: Dollamur**

9,990.00	mats
exempt	TX tax
990.00	ship

<b>\$10,980.00</b>	<b>Total</b>
--------------------	--------------

\*customer incentive disc pricing

I will need a copy of the Tax Exempt certificate to turn in with the order.

The shipping was calculated to a commercial address in TX 78634.

Thanks,

On Tue, Feb 27, 2018 at 9:31 AM, Dustin Wiegers <[dwiegers@acitexas.com](mailto:dwiegers@acitexas.com)> wrote:

Does this help?

Thanks,

Dustin Wiegers

**AMERICAN CONSTRUCTORS**

11900 West Parmer Lane | Suite 200 | Cedar Park, TX 78613

**main office** (512) 328-2026 | **cell** (512) 743-7107

[www.acitexas.com](http://www.acitexas.com)



# Williamson County Facilities - Job Cost Tracking Log

Project: SO Training Center # P323

Change Order #: 42

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	GMP Breakdown						GMP Total	Total Updated Contract Amount
				Cost of Work	CM Contingency	Owner Contingency	Allowance	General Conditions	Construction Phase Fee		
Contract				\$ 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	5/30/2017		22	\$ 1,200.00	\$ -	\$ -	\$ (1,200.00)				\$ 7,994,640.00
2	7/11/2017		16	\$ 106,356.00	\$ (106,356.00)	\$ -	\$ -				\$ 7,994,640.00
3	5/30/2017		0	\$ 8,330.00	\$ (8,330.00)	\$ -	\$ -				\$ 7,994,640.00
4	5/30/2017		0	\$ 225.00	\$ -	\$ -	\$ (225.00)				\$ 7,994,640.00
5	5/30/2017		0	\$ 22,460.00	\$ (22,460.00)	\$ -	\$ -				\$ 7,994,640.00
6	5/30/2017		0	\$ 8,807.11	\$ -	\$ -	\$ (8,807.11)				\$ 7,994,640.00
7	10/24/2017		0	\$ 95,783.00	\$ -	\$ -	\$ (95,783.00)				\$ 7,994,640.00
8	10/24/2017		0	\$ 23,156.00	\$ -	\$ -	\$ (23,156.00)				\$ 7,994,640.00
9	1/30/2018	Architect	0	\$ 31,780.23	\$ -	\$ -	\$ (31,780.23)				\$ 7,994,640.00
10	PENDING REVIEW										\$ 7,994,640.00
11	1/9/2018	Architect	0	\$ 2,582.21	\$ -	\$ -	\$ (2,582.21)				\$ 7,994,640.00
12	5/30/2017		0	\$ (10,441.00)	\$ 10,441.00	\$ -	\$ -				\$ 7,994,640.00
13	5/30/2017		0	\$ (12,751.00)	\$ 12,751.00	\$ -	\$ -				\$ 7,994,640.00
14	10/24/2017		0	\$ 37,736.00	\$ (37,736.00)	\$ -	\$ -				\$ 7,994,640.00
15	7/11/2017		0	\$ 4,743.00	\$ -	\$ -	\$ (4,743.00)				\$ 7,994,640.00
16	7/11/2017		0	\$ 31,331.65	\$ (31,331.65)	\$ -	\$ -				\$ 7,994,640.00
17	7/11/2017		0	\$ (1,856.86)	\$ 1,856.86	\$ -	\$ -				\$ 7,994,640.00
18	7/11/2017		0	\$ (5,083.00)	\$ 5,083.00	\$ -	\$ -				\$ 7,994,640.00
19	7/11/2017		0	\$ 665.00	\$ (665.00)	\$ -	\$ -				\$ 7,994,640.00
20	7/11/2017		0	\$ (8,023.00)	\$ 8,023.00	\$ -	\$ -				\$ 7,994,640.00
21	7/11/2017		0	\$ 6,139.00	\$ (6,139.00)	\$ -	\$ -				\$ 7,994,640.00
22	7/11/2017		0	\$ 12,050.00	\$ (12,050.00)	\$ -	\$ -				\$ 7,994,640.00
23	PENDING REVIEW										\$ 7,994,640.00
24	PENDING REVIEW										\$ 7,994,640.00
25	10/24/2017		0	\$ 9,244.00	\$ (9,244.00)	\$ -	\$ -				\$ 7,994,640.00
26	PENDING REVIEW										\$ 7,994,640.00
27	10/24/2017			\$ 13,203.08	\$ (13,203.08)	\$ -	\$ -				\$ 7,994,640.00
28	10/24/2017		5	\$ (16,602.00)	\$ 16,602.00	\$ -	\$ -				\$ 7,994,640.00
29	10/24/2017		0	\$ (22,116.00)	\$ 22,116.00	\$ -	\$ -				\$ 7,994,640.00
30	10/24/2017		5	\$ 2,009.15	\$ (2,009.15)	\$ -	\$ -				\$ 7,994,640.00
31	12/12/2017	Architect	0	\$ 4,336.00	\$ (4,336.00)	\$ -	\$ -				\$ 7,994,640.00
32	10/24/2017		3	\$ 2,825.00	\$ (2,825.00)	\$ -	\$ -				\$ 7,994,640.00
33	12/12/2017		3	\$ 6,569.00	\$ (6,569.00)	\$ -	\$ -				\$ 7,994,640.00
34	12/12/2017	Architect	0	\$ (3,993.00)	\$ 3,993.00	\$ -	\$ -				\$ 7,994,640.00
35	3/6/2018	Owner	0	\$ 104,195.00	\$ -	\$ (104,195.00)	\$ -				\$ 7,994,640.00
36	12/12/2017	Owner	7	\$ 8,620.10	\$ (8,620.10)	\$ -	\$ -				\$ 7,994,640.00
37	12/12/2017	Architect	0	\$ 579.60	\$ (579.60)	\$ -	\$ -				\$ 7,994,640.00
38	1/9/2018	Architect	0	\$ 12,383.00	\$ (12,383.00)	\$ -	\$ -				\$ 7,994,640.00
39	1/9/2018	Architect	0	\$ 4,872.28	\$ -	\$ -	\$ (4,872.28)				\$ 7,994,640.00
40	1/9/2018	Architect	0	\$ 8,560.00	\$ (8,560.00)	\$ -	\$ -				\$ 7,994,640.00
41	2/20/2018	Architect	0	\$ 494.00	\$ (494.00)	\$ -	\$ -				\$ 7,994,640.00
42		Owner	90	\$ 48,287.03	\$ (48,287.03)	\$ -	\$ -				\$ 7,994,640.00
43	3/6/2018	Owner	30	\$ 5,165.00	\$ (5,165.00)	\$ -	\$ -				\$ 7,994,640.00
			181	\$ 7,053,459.58	\$ 18,618.25	\$ 180,900.00	\$ 30,351.17	\$ 502,053.00	\$ 209,258.00	\$ 7,994,640.00	\$ 7,994,640.00

**Commissioners Court - Regular Session****48.****Meeting Date:** 03/20/2018

Variance request for Sonterra 12C

**Submitted For:** Terron Everton**Submitted By:** Doug Woodall, Infrastructure**Department:** Infrastructure**Division:** Road & Bridge**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss consider and take appropriate action on approving a variance request to the WCSR from Sonwest Co for Sonterra West Section 12C - Pct 3

**Background**

Discuss, consider, and take appropriate action on approving a variance request to the Williamson County Subdivision Regulations from Sonwest Co. for Sonterra West, Section 12C - Pct 3

The developer of the Sonterra West subdivision is requesting a variance from the Williamson County Subdivision Regulations as discussed in their attached letter. Staff recommends approval.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Sonterra 12C

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Doug Woodall

Final Approval Date: 03/14/2018

**Reviewed By**

Rebecca Clemons

**Date**

03/14/2018 09:36 AM

Started On: 03/14/2018 08:49 AM

February 27<sup>th</sup>, 2018

From:

Andrew Bilger  
Vice President  
Sonwest, Co.  
512-738-1411

To:

J. Terron Evertson, PE, CFM, DR  
County Engineer  
Williamson County, TX  
[tevertson@wilco.org](mailto:tevertson@wilco.org)  
(512) 943-3330

Terron,

As previously discussed, Sonwest Co., a land development company currently developing Sonterra Section 12, Phase C, a condominium development in Jarrell, is requesting a variance(s) to the Williamson County Subdivision Regulations (Adopted October 24, 2017), under Section 10, titled Variances. This variance(s) is required to relieve the economic hardship due to past County direction concerning the process of County Review and Approval of condo development within Williamson County and satisfies the spirit of 'justice' within the Williamson County Subdivision Regulations under Section 10, Variances.

We request specific variance(s) to issues as discussed in the Williamson County Engineers Letter, dated February 20<sup>th</sup>, 2018, now attached as Exhibit A, for Sonterra Section 12, Phase C, including but not limited to all variances and waivers addressed within the letter we specifically request the following variances from the Sections of the Williamson County Subdivision Regulations:

- Variance to Section 9.1
- Variance to Section 9.9
- Variance to Section B3.6.3
- Variance to Section B3.7.2
- Variance to Section B3.7.6
- Variance to ATCM, Table 1-7
- Variance to Section B3.6.4
- Variance to Section B3.8.4
- Variance to Section B4 thru B6
- Variance to Section B8 thru B9
- Variance to Section B11.2.4
- Variance to Section B8.1
- Variance to Section F2.2

Sonwest Co. hereby acknowledges Williamson County position that it understands that:

1. In the event the herein requested variances are granted, that such variances will only be applicable to the Sonterra Section 12, Phase C condominium development in Jarrell and that

all regulations of the Williamson County Subdivision Regulations will apply to all other developments developed by Sonwest Co. in Williamson County unless the Williamson County Commissioners Court should otherwise grant specific a variance for a particular development in accordance with the Williamson County Subdivision Regulations;

2. In the event the herein requested variances are granted, Williamson County will not be obligated or liable for the maintenance of any roadways, drainage or other improvements within the Sonterra Section 12, Phase C and that such obligations shall rest solely on Sonwest Co., its successor, other governmental entity and/or the development's property/unit owners association but, in on event, on Williamson County; and
3. All other condominium developments (other than a development which is granted a variance) in Williamson County constitute a subdivision that shall comply in all respects with Williamson County Subdivision Regulations and the Williamson County Engineering Guidelines, and an application for plat approval of the such proposed subdivision shall be prepared and submitted to the Williamson County Commissioners Court in accordance with the terms and procedures set forth in the regulations.

Sonwest Co. requests to be on the February 27th, 2018 Commissioners Court Agenda. We appreciate the County's work on this issue.

Regards,  
Andrew Bilger  
Sonwest Co.  
512-738-1411

## EXHIBIT A

**From:** Doug Woodall [<mailto:doug.woodall@wilco.org>]  
**Sent:** Tuesday, February 06, 2018 1:29 PM  
**To:** Terron Evertson <[tevertson@wilco.org](mailto:tevertson@wilco.org)>  
**Subject:** Sonterra West Section 12C Condominiums - Preliminary Review Comments

I had previously sent to you comments on the condo projects prior to sending to the designer. I assume we are still, doing that. Please let me know and I will request the variance letter from the developer.

“Williamson County has completed review of the preliminary plans submission for Sonterra West Section 12C Condominiums. Based on current plan requirements for condominium developments, the following comments are offered for your consideration:

### Private Roads

- WCSR Sec 9.9 requires that the Owner shall provide a maintenance schedule for the roads to the County Engineer for approval prior to placement of the final plat on the Commissioners Court agenda for approval. The schedule shall include the maintenance activities, their cycle of occurrence, and the current cost of providing the maintenance activity. The total cost of the activities along with a rate of inflation shall be used to determine the annual assessment per lot.

### General Notes

- Variance Required – The plans must include the Williamson County pavement construction notes as found in Sections B4 through B9 of the Williamson County Subdivision Regulations.

### P&P Sheet / Typical Section

- Variance Required – Minimum design speed for local roadways is 25 MPH. Two horizontal curves and three vertical curves do not meet minimums. The Plans propose a 20 MPH design speed.
- Variance Required – The minimum width for urban local streets is 30 feet LOG/LOG, utilizing a 6-inch barrier curb. Proposed 26 feet face to face with a lay-down curb.
- Variance Required – The minimum vertical landing length approaching intersections is 50' for local roads with a maximum grade of 2% (2 locations exceed this requirement)
- Variance Required – Private parking areas/spaces are not allowed along public streets (re: WCSR Sec 9.1).

### Drainage

- Variance Required – Maximum allowable distance for sheet (overland) flow is 100 feet. Sheets 10 references sheet flows of 150 feet.
- Variance Required – On curb and gutter roadways, the roadway shall be designed so that no more than one half of one travel lane shall be inundated by the 10-year storm. Please provide calculations showing this requirement is met.

### Signs/Pavement Markings

- SPEED LIMIT signs (R2-1): No speed limit signs other than 25 mph for local roadways. Will 20 MPH signs be used at the two entrances to this development?
- Please add a note to sheet 7 indicating minimum horizontal distance between face of curb and edge of signs, and minimum between the face of curb and obstructions such as fire hydrants.

### General

- Once available, please forward a copy of the drainage report and the complete geotechnical report, including pavement recommendations, specific to this project.
- Plat notes typically address setback requirements, but none are shown for this development. The minimum setback per Appendix F2 is 25 feet from the edge of the right-of-way. Please indicate setbacks proposed for this development (from back of curb, edge of PUE or similar).

If you have any questions or need additional information, please advise.”

**Commissioners Court - Regular Session****49.****Meeting Date:** 03/20/2018

SH 29 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 Donald J. Cemper for right of way needed on the SH 29 LTP Project. Funding Source: P457

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Cemper Contract

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 03/15/2018

**Reviewed By**

Wendy Coco

**Date**

03/15/2018 09:59 AM

Started On: 03/15/2018 09:49 AM

## **REAL ESTATE CONTRACT**

SH 29 Right of Way

State of Texas  
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by DONALD J. CEMPER (referred to in this Contract as "Seller") and the COUNTY OF WILLIAMSON, 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 tract comprising approximately 2.097 acres in the I. Donegan Survey, Abstract No. 178, and a part of the 17.50 acre tract of land described in a General Warranty Deed from Doyle Anderson and wife Joyce Anderson, to N.G. Whitlow and Charles S. Parker dated September 7, 1973, and recorded in Vol. 574, Page 446 of the Deed records of Williamson County, Texas, also known as 20 Gabriel Forest, Georgetown, TX. 78628;

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"), 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 shall be the sum of THREE HUNDRED SEVENTY THOUSAND and 00/100 Dollars (\$370,000).

#### **Payment of Purchase Price**

2.03. 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 and Terms**

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.

3.02.1 Purchaser agrees that all resulting parcels from any currently existing approved preliminary or finally platted and recorded subdivision will be and remain legal lots, and that no replatting will be required for resulting partial lots.

### **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 previously disclosed to Purchaser.

EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS CONTRACT AND THE WARRANTY OF TITLE TO BE SET FORTH AND GIVEN IN THE DEED, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO: (1) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (2) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL

ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON, (3) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (4) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (5) THE PRESENCE OF ANY ENDANGERED OR THREATENED SPECIES OR ENVIRONMENTAL FEATURES ON THE PROPERTY, AS WELL AS THE SUITABILITY OF THE PROPERTY AS HABITAT FOR ANY OF THOSE SPECIES, (6) THE AVAILABILITY OF UTILITY SERVICE TO THE PROPERTY, OR (7) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. PURCHASER AGREES THAT THE PROPERTY IS TO BE SOLD TO AND ACCEPTED BY PURCHASER AT CLOSING, AS IS, WHERE IS, AND WITH ALL FAULTS, IF ANY. THE DEED DELIVERED AT CLOSING PURSUANT TO THIS CONTRACT WILL CONTAIN LANGUAGE CONFIRMING THE ACKNOWLEDGMENTS AND AGREEMENTS SET FORTH IN THIS PARAGRAPH. PURCHASER ACKNOWLEDGES THAT INCLUSION OF THE FOREGOING DISCLAIMERS AND AS-IS LANGUAGE IS AN ESSENTIAL ELEMENT OF THIS CONTRACT AND A MATERIAL PART OF THE CONSIDERATION FOR SELLER, WITHOUT WHICH SELLER WOULD NOT ENTER INTO THIS CONTRACT.

## **ARTICLE V CLOSING**

### Closing Date

5.01. The closing shall be held at the office of Independence Title Company on or before **June 30, 2018**, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of (1) any title curative matters if necessary for items as shown on the Title Commitment or in the contract or (2) the survey completion obligation described herein (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 Special Warranty Deed conveying good and indefeasible title in fee simple to all of the Property described herein, 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 indicated in a title commitment (if Purchaser is not satisfied with any such exceptions Purchaser may terminate this contract in writing within ten days of receipt of a title commitment); and

- (c) Any exceptions approved by Purchaser in writing.

The deed shall be in the form as shown in Exhibit "A" attached hereto.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the purchase price, insuring Purchaser's fee simple title or other property interest 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".

(3) Deliver to Purchaser possession of the Property if not previously done subject to the exceptions authorized herein.

#### Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the purchase price and additional compensation, if any.

#### 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.

#### 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 recording, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Realtor 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 as its sole options: (1) enforce specific performance of this Contract; or (2) terminate this contract and 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

9.02. 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

9.03. 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

9.04. 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

9.05. 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

9.06. Time is of the essence in this Contract.

#### Gender

9.07. 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

9.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

9.09 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

9.10 This Contract shall be effective as of the date it is approved by the Williamson County Commissioner's Court, which date is indicated beneath the Judge's signature below.

Counterparts

9.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile may be considered effective as originals for purposes of this Contract.

Purchase of Future Right of Way

9.12 Purchaser acknowledges that it is an entity which possesses the power of condemnation, and that the Property has been identified for proposed future SH29 right of way on the current CAMPO Long Range Transportation Plan and the current Williamson County Transportation Plan.

**SELLER:**

  
Donald J. Cemper

Date: 3/13/18

Address: 20 Gabriel Forest,  
Georgetown, TX 78628

**PURCHASER:**

County of Williamson, Texas

By: \_\_\_\_\_  
Dan A. Gattis, County Judge  
Date: \_\_\_\_\_

Address: 710 Main Street, Suite 101  
Georgetown, Texas 78626

**Commissioners Court - Regular Session****50.****Meeting Date:** 03/20/2018

N. Mays Contract

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on a real estate contract with Oldcastle Materials Texas, Inc. for right of way needed on the N. Mays project (Parcel 3). Funding Source: P224

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Oldcastle Contract

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 03/15/2018

**Reviewed By**

Wendy Coco

**Date**

03/15/2018 09:59 AM

Started On: 03/15/2018 09:51 AM

**REAL ESTATE CONTRACT**  
North Mays Extension—Parcel 3

THIS REAL ESTATE CONTRACT (“Contract”) is made by OLDCASTLE MATERIALS TEXAS, INC., a Delaware corporation (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 1.286 acres (56,037 Sq. Ft.) 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 3**);

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, and any damage to the remaining property of Seller as a result of this transaction, shall be the sum of THREE HUNDRED SEVENTY-NINE THOUSAND FIVE HUNDRED and 00/100 Dollars (\$379,500.00).

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;

(3) No Other Representations and Warranties. Except for the representations and warranties expressly contained in this Article VI, Seller has not made or makes any other express or implied representations or warranties, either written or oral, relating to the Property. The Purchaser has conducted its own independent investigation, review and analysis of the Property, and the Purchaser acknowledges and agrees that in making its decision to enter into this Agreement and to consummate the transactions contemplated hereby, the Purchaser has relied solely upon its own investigation and the express representations and warranties of the Sellers set forth in Article III of this Agreement.

(4) THE PROPERTY IS SOLD "AS IS," "WHERE IS" AND "WITH ALL FAULTS." SELLER MAKES NO REPRESENTATION OR WARRANTY TO PURCHASER AS TO THE PHYSICAL CONDITION OF THE PROPERTY, AND SELLER DISCLAIMS ANY AND ALL WARRANTIES WHATSOEVER WITH RESPECT TO THE PROPERTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF

MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND PURCHASER HEREBY UNDERSTANDS, ACKNOWLEDGES, AND ACCEPTS THE SAME.

(5) As utilized in this Agreement, "knowledge of Seller", "Seller's knowledge" or similar language shall mean the actual knowledge of Jake Parson (Division President of Seller) or Robert Banks (Division CFO of Seller) without any duty of investigation.

The Property 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 March 31<sup>st</sup>, 2018, 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, but in no event shall Closing occur later than 180 days after full execution of this Contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibits "A", free and clear of any and all liens and restrictions, including specifically the partial release of any current leases affecting the Property, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "B", attached hereto and incorporated herein.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
- (d) Deliver to Purchaser possession of the Property if not previously done.

#### Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

#### Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

#### Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.

- (4) Attorney's fees paid by each respectively.

#### **ARTICLE VI BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may 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:**

OLDCASTLE MATERIALS TEXAS, INC.,  
a Delaware corporation

By: 

Name: Jacob Farris

Its: VP. ASST SECRETARY

Date: 3/8/18

Address: 1320 Arrow Point  
Suite 600  
Cedar Park, Texas 78613

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Dan A. Gattis  
County Judge

Address: 710 Main Street, Suite 101  
Georgetown, Texas 78626

Date: \_\_\_\_\_

EXHIBIT A

County: Williamson  
Parcel: 3  
Highway: N. Mays Extension

**PROPERTY DESCRIPTION FOR PARCEL 3**

DESCRIPTION OF A 1.286 ACRE (56,037 SQUARE FOOT) TRACT OF LAND SITUATED IN THE DAVID CURRY SURVEY, ABSTRACT NO. 130 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 1.691 ACRE TRACT OF LAND CONVEYED TO WHEELER COATING ASPHALT, INC. BY INSTRUMENT RECORDED IN DOCUMENT NO. 2000081595 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.286 ACRE (56,037 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING FOR REFERENCE** at a Type I TxDOT concrete highway monument found, 755.56 feet left of proposed North Mays Baseline Station 34+06.90 in the easterly Right-of-Way (ROW) line of I.H. 35, same being the northwesterly corner of Lot 2 of the Resubdivision of Sparks Acres, a subdivision of record in Cabinet E, Slide 16 of the Plat Records of Williamson County, Texas, same being the southwest corner of that called 2.451 acre tract of land conveyed to P&M Properties, Inc. by instrument recorded in Volume 767, Page 699 of the Deed Records of Williamson County Texas;

THENCE, with the northerly boundary line of said Lot 2, same being in part the southerly boundary line of said 2.451 acre tract and in part that called 1.00 acre tract of land conveyed to Wheeler Coating Asphalt, Inc. by instrument recorded in Document No. 2000081594 of the Official Public Records of Williamson County, Texas, N 78°11'19" E, for a distance of 656.25 feet to a 1/2" iron rod with plastic cap stamped "LAND DESIGN" found, 122.68 feet left of proposed North Mays Baseline Station 35+37.73, (Grid Coordinates determined as N=10171505.99, E=3128679.98 (TxSPC Zone 4203), in the proposed westerly ROW line of North Mays Street (ROW width varies), being the northwesterly corner of Lot 1, Tellabs Subdivision, a subdivision of record in Cabinet T, Slides 141-143 of the Plat Records of Williamson County, Texas, same being an ell corner in the southerly boundary line of said 1.691 acre tract, same being the southeasterly corner of said 1.00 acre tract, also being the northeasterly corner of said Lot 2, for the southwesterly corner and **POINT OF BEGINNING** of the herein described tract;

- 1) THENCE, departing said Lot 1, through the interior of said 1.691 acre tract, with said proposed westerly ROW line, N 07°18'36" E for a distance of 263.23 feet to a 1/2" iron rod with aluminum cap stamped "ROW-5050" set 144.45 feet left of proposed North Mays Baseline Station 37+80.39, being in the northerly boundary line of said 1.691 acre tract, same being the southerly boundary line of the remainder of that called 26.864 acre tract of land conveyed to Brian T. & Trina D. Dee by instrument recorded in Document No. 2008040866 of the Official Public Records of Williamson County, Texas, and from which a 1/2" iron rod found in said common boundary line bears along a curve to the left, having a delta of 04°15'20", a radius of 300.00 feet, an arc length of 22.28 feet and a chord which bears S 80°17'02" W at a distance of 22.28 feet;

THENCE, departing said proposed westerly ROW line, with the common boundary line of said 1.691 acre tract and said remainder of 26.864 acre tract, the following three (3) courses:

- 2) Along a curve to the right, having a delta angle of 21°10'28", a radius of 300.00 feet, an arc length of 110.87 feet and a chord which bears S 87°00'04" E for a distance of 110.24 feet to a calculated point of tangency;
- 3) S 76°24'49" E for a distance of 41.93 feet to a calculated point of curvature to the left;
- 4) Along said curve to the left, having a delta angle of 18°51'08", a radius of 200.00 feet, an arc length of 65.81 feet and a chord which bears S 85°50'21" E for a distance of 65.51 feet to a 1/2" iron rod with aluminum cap stamped "ROW-5050" set 69.30 feet right of proposed North Mays Baseline Station 38+18.64, being in the proposed easterly ROW line, same being an ell corner in said southerly boundary line of the remainder of 26.864 acre tract, also being the northeasterly corner of said 1.691 acre tract, for the northeasterly corner of the herein described tract;

THENCE, continuing with the common boundary line of said 1.691 acre tract and said remainder of 26.864 acre tract, with said proposed easterly ROW line, the following two (2) courses:

- 5) S 11°03'20" E for a distance of 107.85 feet to a 1/2" iron rod with aluminum cap stamped "ROW-5050" set 117.55 feet right of proposed North Mays Baseline Station 37+21.59, for an angle point;
- 6) S 12°22'48" E for a distance of 76.74 feet to a 1/2" iron rod with plastic cap stamped "DIAMOND SURVEYING" found 151.02 feet right of proposed North Mays Baseline Station 36+44.20, being an ell corner in the southerly boundary line of said 26.864 acre tract, same being the southeasterly corner of said 1.691 acre tract, also being the northerly boundary line of said Lot 1 (Tellabs Subdivision), for the southeasterly corner of the herein described tract;
- 7) THENCE, with the common boundary line of said 1.691 acre tract, said Lot 1, and said proposed easterly ROW line, S 78°12'07" W for a distance of 45.21 feet to a 1/2" iron rod with aluminum cap stamped "ROW-5050" set 109.41 feet right of proposed North Mays Baseline Station 36+24.45, for an angle point of the herein described tract;
- 8) THENCE, departing said proposed easterly ROW line, continuing with said common boundary line, S 78°12'07" W for a distance of 247.79 feet to the POINT OF BEGINNING, containing 1.286 acres (56,037 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*  
\_\_\_\_\_  
Lawrence M. Russo

*04/28/2017*  
\_\_\_\_\_  
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



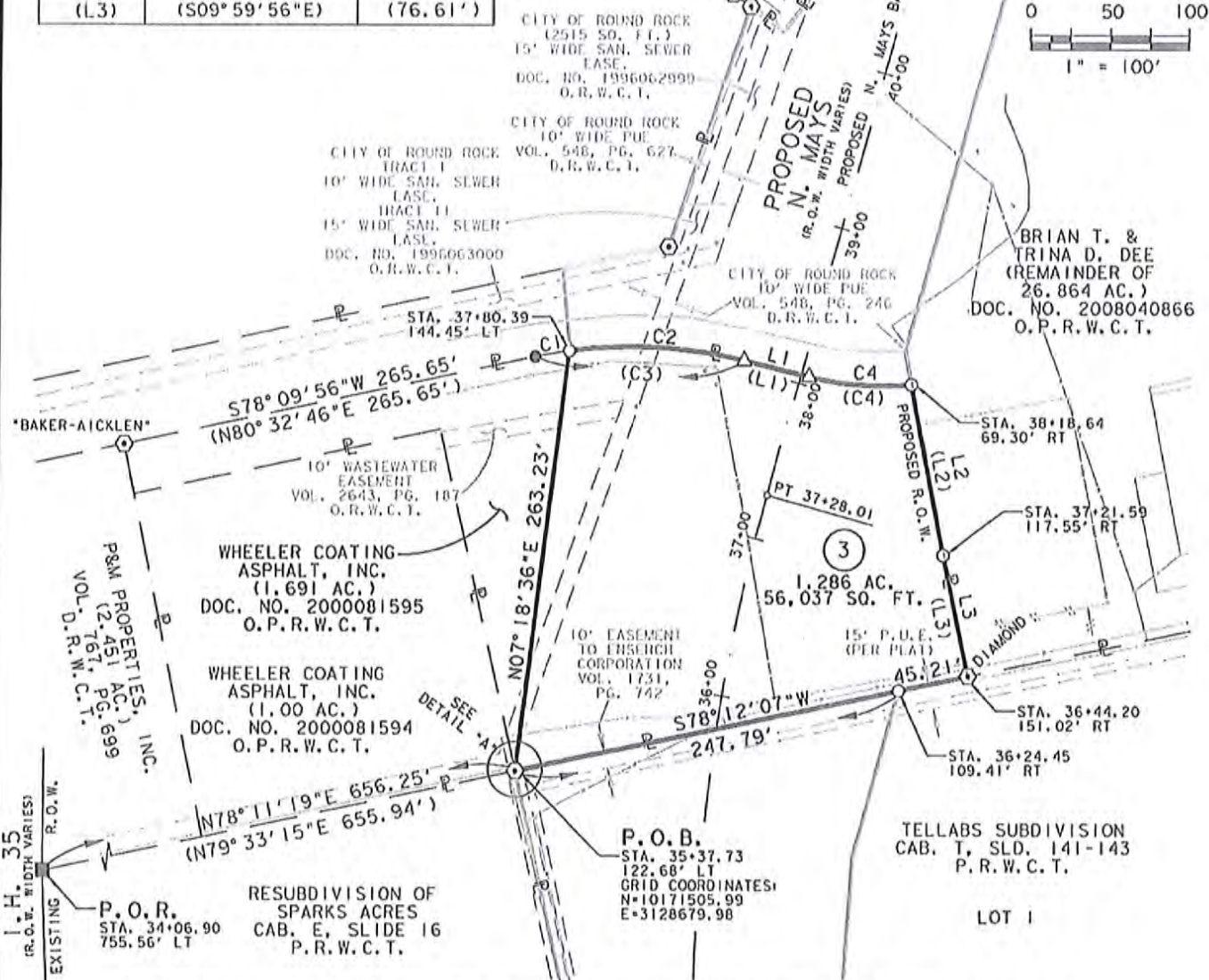
# EXHIBIT "A"

## PLAT TO ACCOMPANY PARCEL DESCRIPTION

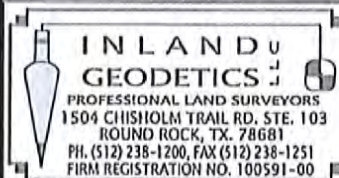
04/25/17  
PAGE 3 OF 4

DAVID CURRY SURVEY  
ABSTRACT NO. 130

NUMBER	DIRECTION	DISTANCE
L1	S76°24'49"E	41.93'
(L1)	(S74°01'24"E)	(41.93')
L2	S11°03'20"E	107.85'
(L2)	(S08°39'55"E)	(107.85')
L3	S12°22'48"E	76.74'
(L3)	(S09°59'56"E)	(76.61')



NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	04°15'20"	300.00'	22.28'	22.28'	S80°17'02"W
C2	21°10'28"	300.00'	110.87'	110.24'	S87°00'04"E
(C3)	(25°25'50")	(300.00')	(133.15')	(132.06')	(S86°44'19"E)
C4	18°51'08"	200.00'	65.81'	65.51'	S85°50'21"E
(C4)	(18°51'03")	(200.00')	(65.80')	(65.51')	(S83°26'56"E)



PARCEL PLAT SHOWING PROPERTY OF  
**WHEELER COATING ASPHALT, INC.**

**PARCEL 3**

SCALE	PROJECT	COUNTY
1" = 100'	N. MAYS EXTENSION	WILLIAMSON

## PLAT TO ACCOMPANY PARCEL DESCRIPTION

04/25/17  
PAGE 4 OF 4

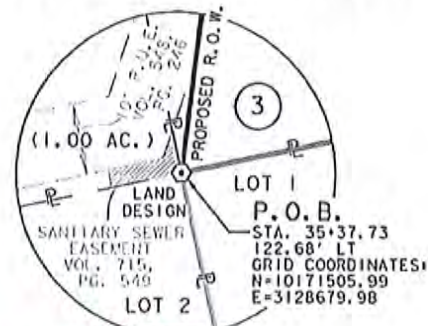
## LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND	℄	CENTER LINE
✱	FENCE CORNER POST FOUND	℄	PROPERTY LINE
●	1/2" IRON ROD FOUND UNLESS NOTED	( )	RECORD INFORMATION
⊙	1/2" IRON ROD FOUND W/PLASTIC CAP	— —	LINE BREAK
⊗	COTTON GIN SPINDLE FOUND	↗	DENOTES COMMON OWNERSHIP
⊙	1/2" IRON PIPE FOUND UNLESS NOTED	P.O.B.	POINT OF BEGINNING
X	X CUT FOUND	P.O.R.	POINT OF REFERENCE
▲	60/D NAIL FOUND	N.T.S.	NOT TO SCALE
△	CALCULATED POINT	D.R.W.C.T.	DEED RECORDS
○	1/2" IRON ROD W/ ALUMINUM CAP	WILLIAMSON COUNTY, TEXAS	
	STAMPED "ROW-5050" SET	O.R.W.C.T.	OFFICIAL RECORDS
	(UNLESS NOTED OTHERWISE)	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 OF NO. 17-293982-GT, ISSUED BY FIRST NATIONAL TITLE INSURANCE COMPANY, EFFECTIVE DATE FEBRUARY 28, 2017, ISSUE DATE MARCH 6, 2017.

- 10G. WATER FLOWAGE, IMPOUNDMENT, AND INUNDATION EASEMENT GRANTED TO BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1, RECORDED IN VOLUME 480, PAGE 423, DEED OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- H. SANITARY SEWER/WATER EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 548, PAGE 246, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
- I. SANITARY SEWER EASEMENT TO B.J. HUGHES, INC., RECORDED IN VOLUME 715, PAGE 549, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT AS SHOWN.
- J. ELECTRIC DISTRIBUTION AND TELEPHONE LINE EASEMENT TO TEXAS POWER AND LIGHT COMPANY RECORDED IN VOLUME 743, PAGE 781, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
- K. WASTEWATER EASEMENT TO P&M PROPERTIES, INC. D/B/A/ SUNNY BOWL, RECORDED IN VOLUME 2637, PAGE 187, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
- L. UNRECORDED GAS LINE EASEMENT AS SET FORTH IN THE WARRANTY DEED RECORDED IN DOCUMENT NO. 2000081595, OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.



I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

LAWRENCE M. RUSSO  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050  
INLAND GEODETICS, LLC  
FIRM REGISTRATION NO. 100591-00  
1504 CHISHOLM TRAIL ROAD, SUITE 103  
ROUND ROCK, TX 78681

DATE: 04/28/2017



	ACRES	SQUARE FEET
ACQUISITION	1.286	56,037
CALC/DEED AREA	1.691	73,660
REMAINDER AREA	0.405	17,623



PARCEL PLAT SHOWING PROPERTY OF  
**WHEELER COATING  
ASPHALT, INC.**

SCALE	PROJECT	COUNTY
1" = 100'	N. MAYS EXTENSION	WILLIAMSON

PARCEL 3

# EXHIBIT "B"

Parcel 3

## DEED

North Mays Extension 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 OLDCASTLE MATERIALS TEXAS, INC., a Delaware corporation, 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 1.286 acre (56,037 Sq. Ft.) 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 3).

**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.

This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_, 2018.

**GRANTOR:**

OLDCASTLE MATERIALS TEXAS, INC.,  
a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2018 by \_\_\_\_\_, in the capacity and for the purposes and consideration recited therein.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

Sheets & Crossfield, P.C.  
309 East Main  
Round Rock, Texas 78664

**GRANTEE'S MAILING ADDRESS:**

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

**AFTER RECORDING RETURN TO:**

**Commissioners Court - Regular Session****51.****Meeting Date:** 03/20/2018

CR 101 Letter Agreement

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on a letter agreement with Ollie and James Rydell for a drainage easement needed on the CR 101 Project (Parcel 9). Funding Source: P269

**Background**

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**Fiscal Impact**

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

**Attachments**[Rydell Letter Agreement](#)

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 03/15/2018

**Reviewed By**

Wendy Coco

**Date**

03/15/2018 09:59 AM

Started On: 03/15/2018 09:53 AM

# Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-255-8877 • fax 512-255-8986

don@scrllaw.com

March 1, 2018

Ollie Caroline Anderson Rydell  
James A. Rydell  
605 North West St.  
Falls Church, Virginia 20046

Re: CR101 expansion project  
Parcel 9—drainage easement

Dear Mr. & Mrs. Rydell:

Please allow this letter to set out my understanding regarding our agreement for the purchase of an additional drainage easement area for outflow grading required due to the expansion of the CR 101 roadway area at your property in Williamson County.

In return for granting a drainage easement in and across a 0.057 acre tract, Williamson County will pay the sum of \$600. The form of the easement will be as shown in Exhibit "A" attached.

If this meets with your understanding please execute this letter where indicated below, and when returned we will then get this signed by the County judge and processed for payment as quickly as possible.

Please feel free to contact Debra Murphy or myself at any time if you have any questions or concerns about these issues.

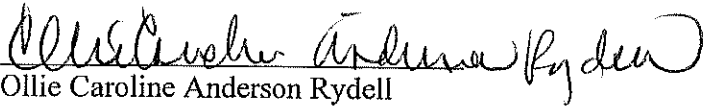
Very truly yours,



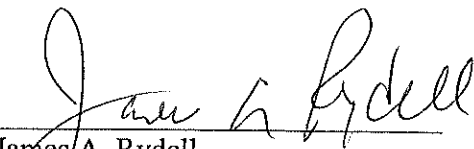
Don Childs  
Sheets & Crossfield, P.C.

cc: Deborah Murphy (via e-mail Deborah.murphyhdrinc.com)

AGREED:

  
Ollie Caroline Anderson Rydell

Date: 2-10-18

  
James A. Rydell

Date: 3-7-18

WILLIAMSON COUNTY, TEXAS

\_\_\_\_\_  
Dan A. Gattis  
County Judge

Date: \_\_\_\_\_

## EXHIBIT "A" TO LETTER AGREEMENT

**DRAINAGE EASEMENT**  
County Road 101

THE STATE OF TEXAS

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

That OLLIE CAROLINE ANDERSON RYDELL and JAMES A. RYDELL, 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 0.057 (2,502 square feet) of land in the James C. Eaves Survey, Abstract No. 213, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 9DE**).

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.

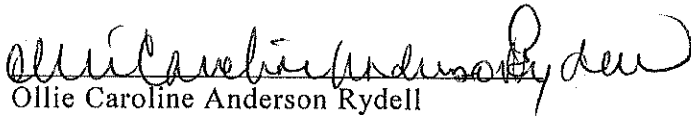
This grant is subject to any easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect 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 7 day of March, 2018.

*[signature pages follow]*

GRANTOR:

  
Ollie Caroline Anderson Rydell

ACKNOWLEDGMENT

STATE OF VIRGINIA

§

COUNTY OF Fairfax

§

§

This instrument was acknowledged before me on this the 10 day of March, 2018 by Ollie Caroline Anderson Rydell, in the capacity and for the purposes and consideration recited therein.



FARZANA BARJOR MANEKSHA  
Commonwealth of Virginia  
Notary Public  
Commission No. 7744219  
My Commission Expires January 31/2021

  
\_\_\_\_\_  
Notary Public, State of Virginia



EXHIBIT A

Page 1 of 4

County: Williamson  
Parcel: 9DE  
Highway: County Road 101

METES & BOUNDS DESCRIPTION FOR PARCEL 9DE

METES & BOUNDS DESCRIPTION FOR A 0.057 ACRE (2,502 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JAMES C. EAVES SURVEY, ABSTRACT NO. 213, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 58.978 ACRE TRACT OF LAND DESCRIBED AS TRACT TWO AS CONVEYED TO OLLIE CAROLINE ANDERSON RYDELL BY SPECIAL WARRANTY GIFT DEED RECORDED IN DOCUMENT NUMBER 2015063729 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.057 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

**COMMENCING FOR POINT OF REFERENCE** at a 5/8-inch iron rod found at the northeast corner of the above described Rydell tract; Thence, with the north line of said Rydell tract, S 68°39'30" W, pass a 1-inch iron pipe found at a distance of 1,376.54 feet at the southeast corner of a called 0.97 acre tract as conveyed to RCNT, LP by warranty deed with vendor's lien as recorded in Document Number 2004072044 of the Official Public Records of Williamson County, Texas, and continuing on for a total distance of 1,467.51 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the proposed east right-of-way line of County Road 101 at the northeast corner of proposed Parcel 9; Thence, with the proposed east right-of-way line of said County Road 101 and over and across said Rydell tract, S 21°56'01" E a distance of 41.22 feet to a calculated point (NAD-83, Central Zone Grid Coordinates: N: 10,182,211.93, E: 3,191,042.48) for the northwest corner and **POINT OF BEGINNING** of the herein described tract, 60.00 feet right of County Road 101 baseline station 70+59.94;

**THENCE**, continuing over and across said Rydell tract, N 67°27'37" E a distance of 50.00 feet to a calculated point for the northeast corner of the herein described tract;

**THENCE**, continuing over and across said Rydell tract, S 22°08'31" E a distance of 50.00 feet to a calculated point for the southeast corner of the herein described tract;

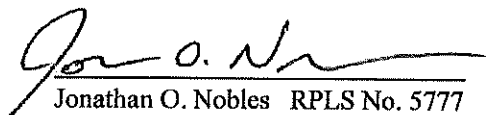
**THENCE**, continuing over and across said Rydell tract, S 67°27'37" W a distance of 50.00 feet to a calculated point on the proposed curving east right-of-way line of said County Road 101 for the southwest corner of the herein described tract, 60.00 feet right of County Road 101 baseline station 70+09.48;

**THENCE**, with the proposed east right-of-way line of said County Road 101 and over and across said Rydell tract, along a curve to the right, an arc distance of **48.70** feet, having a radius of **6,420.00** feet, a central angle of **00°26'05"** and a chord which bears **N 22°09'03" W** a distance of **48.70** feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" set for a point of tangency, 60.00 feet right of County Road baseline station 70+58.64;

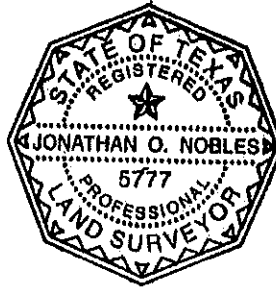
**THENCE**, continuing with the proposed east right-of-way line of said County Road 101 and over and across said Rydell tract, **N 21°56'01" W** a distance of **1.30** feet to the **POINT OF BEGINNING**, and containing 0.057 acres (2,502 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012352.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on February 26, 2016 and are true and correct to the best of my knowledge. A sketch accompanies this description.

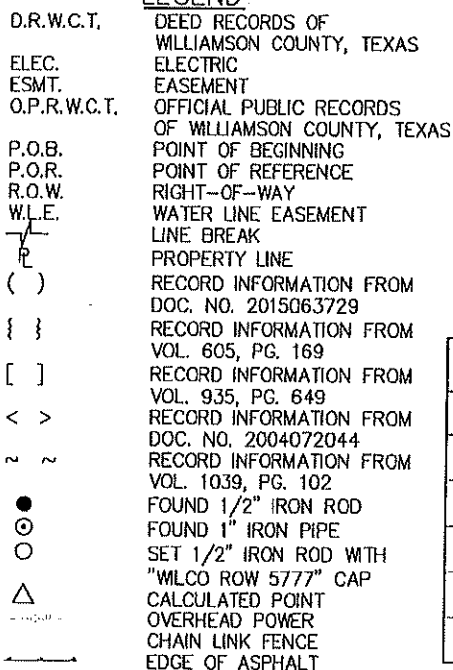


Jonathan O. Nobles RPLS No. 5777  
Brown & Gay Engineers, Inc.  
7000 North Mopac, Suite 330  
Austin, Texas 78731  
Telephone: (512) 879-0400  
TBPLS Licensed Surveying Firm No. 10106502



12/7/2017  
Date

Client: Williamson County  
Date: December 5, 2017  
Job No: 2792-02



LINE TABLE		
NO.	BEARING	DIST.
L1	S 21°56'01" E	41.22'
L2	N 67°27'37" E	50.00'
L3	S 22°08'31" E	50.00'
L4	S 67°27'37" W	50.00'
L5	N 21°56'01" W	1.30'

DRAINAGE EASEMENT PLAT  
SHOWING PARCEL 9DE  
0.057 ACRES (2,502 S.F.)  
COUNTY ROAD 101  
WILLIAMSON COUNTY

Scale:	Job No.:	Date:	Page:
1"=100'	2792-02	12/05/2017	3 of 4

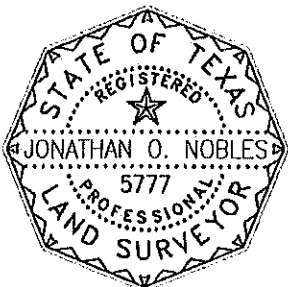
## RESTRICTIVE COVENANT AND EASEMENT NOTES:

THIS SURVEY WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY TITLE RESOURCES GUARANTY COMPANY AND COUNTERSIGNED BY INDEPENDENCE TITLE UNDER G.F. NUMBER 1622177-GTN, DATED EFFECTIVE JUNE 13, 2016 AND ISSUED ON JUNE 22, 2016.

- 10a. ELECTRIC EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 286, PAGE 177, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10b. ELECTRIC EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 328, PAGE 60, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, MAY AFFECT THE SUBJECT TRACT, BUT CANNOT BE DETERMINED FROM INFORMATION CURRENTLY AVAILABLE.
- 10c. ELECTRIC EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 342, PAGE 70, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT, BUT CANNOT BE DETERMINED FROM INFORMATION CURRENTLY AVAILABLE.
- 10d. ELECTRIC EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 477, PAGE 367, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10e. WATER LINE EASEMENT GRANTED TO JONAH WATER SPECIAL UTILITY DISTRICT BY INSTRUMENT RECORDED IN DOCUMENT NO. 9802036, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10f. TERMS, CONDITIONS, AND STIPULATIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT, RECORDED IN DOCUMENT NO. 2009092476, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, NOT PLOTTABLE.
- 10g. TERMS, CONDITIONS, AND STIPULATIONS OF THAT CERTAIN ORDINANCE 2009-34, RECORDED IN DOCUMENT NO. 2009093627, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, NOT PLOTTABLE.

## GENERAL NOTES:

- 1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD-83, CENTRAL ZONE 4203. SCALE FACTOR = 1.00012352
- 2. A SEPARATE METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
- 3. FENCES ROADS & UTILITIES SHOWN WERE LOCATED ON THE GROUND. AERIAL IMAGERY WAS USED TO APPROXIMATE LOCATIONS OF OTHER IMPROVEMENTS SHOWN HEREON.



*Jonathan O. Nobles*  
JONATHAN O. NOBLES RPLS NO. 5777  
BROWN & GAY ENGINEERS, INC.  
7000 NORTH MOPAC, SUITE 330  
AUSTIN, TEXAS 78731  
TELEPHONE: (512) 879-0400



Brown & Gay Engineers, Inc.  
7000 North Mopac, Suite 330, Austin, TX 78731  
Tel: 512-879-0400 • www.browngay.com  
TBPLS Licensed Surveying Firm No. 10106502

Copyright 2017

DRAINAGE EASEMENT PLAT  
SHOWING PARCEL 9DE  
0.057 ACRES (2,502 S.F.)  
COUNTY ROAD 101  
WILLIAMSON COUNTY

Scale:	Job No.:	Date:	Page:
1"=100'	2792-02	12/05/2017	4 of 4

**Commissioners Court - Regular Session****52.****Meeting Date:** 03/20/2018

Brushy Creek Marlins swim meet parking

**Submitted For:** Terry Cook**Submitted By:** Garry Brown, Commissioner Pct. #1**Department:** Commissioner Pct. #1**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on the Brushy Creek Marlins Swim Meet Parking Plan and Instructions for Sendero Springs Pool located adjacent to Sendero Springs Drive, Round Rock, Texas, for the 2018 Swim Season.

**Background**

This is an annual event, and this parking plan is the same as last year, which had no issues. Emergency Services personnel have reviewed this plan, and there has been no negative feedback.

---

**Fiscal Impact**

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

**Attachments**[Marlins Swim Meet Parking Plan](#)

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Garry Brown

Final Approval Date: 03/15/2018

**Reviewed By**

Wendy Coco

**Date**

03/15/2018 08:54 AM

Started On: 03/15/2018 08:24 AM

# BRUSHY CREEK MARLINS SWIM MEET PARKING PLAN FOR SENDERO SPRINGS POOL

## PARKING INSTRUCTIONS

### Pre-Event

Prior to the event, the team shall coordinate with the Sendero Springs HOA to ensure that residents are notified of the event and related parking restrictions.

The team shall post signage the day before indicating right lane closures on both sides of Sendero Springs Drive and post signage of the event.

### Day of Event

Team Representatives shall be posted and visually identifiable by means of event staff t-shirts or vests for one hour before the event through the beginning of the first heat when the majority of the parking will be complete.

Cones will be placed around the lane closure areas as on the map (for Diagonal Parking). Cones must block diagonal parking within 50 feet of intersections.

Team representatives will be available at the pool to help monitor any parking issues and notify via the PA system any parking violators.

Contracted Williamson County Sheriff will monitor the parking areas for any parking violations, which will also be announced on the PA system and/or ticketed.

### Restricted Parking Areas and Regulations

Do not park in the following areas:

- Do not diagonal park within 50 feet of an intersection (coned off)\*
- Within 5 feet of driveways
- Within 15 feet of a fire hydrant
- Within 20 feet of a crosswalk
- Within 30 feet of a stop sign
- In the turn-around area of a cul-du-sac
- Red zones, including the drop off zone of the pool parking lot
- On grass, including swimming pool and park land
- On the opposite sides of the street where the map reflects parking on one side only
- Other areas designated as off limits in the parking map

\*Considered an immediate traffic hazard. As such, a peace officer will be able to exercise his authority to have the vehicle towed without notice to the owner.

### Post-Event

Contracted Williamson County Sheriff will work the traffic light at 1431 and Sendero Springs Drive to reduce the congestion at the light until most of the participants have left and traffic is deemed normal.

Signage and cones shall be taken down by the team.



### Parking at Hatch House and South Star Bank

Hatch House and SouthStar Bank have agreed to allow us to use their parking lots during Saturday Home Meets.



### Parking/Shuttle to/from Walsh Middle School (Divisional Only)

Take Great Oaks Dr, turn left on Behrens Pkwy, School lot on Right, Shuttle to/from pool

**Commissioners Court - Regular Session****53.****Meeting Date:** 03/20/2018

Red Poppy Special Event Contract

**Submitted By:** Theresa Lock, Constable Pct. #3**Department:** Constable Pct. #3**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action regarding the 2018, annual Red Poppy Bike Ride, Vehicle Usage Contract submitted by Constable Pct. 3.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Red Poppy 2018

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**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Theresa Lock

Final Approval Date: 03/08/2018

**Reviewed By**

Hal Hawes

Wendy Coco

**Date**

03/06/2018 10:58 AM

03/08/2018 06:37 PM

Started On: 03/06/2018 10:20 AM

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

(Special Event Form)

This Vehicle Reimbursement Agreement with Non-Governmental Organization Regarding Off-Duty Contracting of County Deputies (hereinafter, "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 event general liability insurance for the 24 hour period covering each day of the event. Such temporary policy shall be 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 be for the day or days of the event as follows: April 21, 2018, and shall terminate on the last day of the event. 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.
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. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA as soon as possible after conclusion of the event. 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.
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: Red Poppy Charity Bike Ride

Signature: Rick Andersen

Printed Name: Rick Andersen

Title: Safety Director

Date: 03-05, 2018

**WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:**

Name of Office: Williamson County Constable Pct. 3

Printed Name of Official: Kevin Stoffle

Signature of Official: Kevin Stoffle

Date: 3/5, 2018

Address of Office: 301 S.E. Inner Loop Suite 102  
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****54.****Meeting Date:** 03/20/2018

Lower WCID Rescinding Funding Conditions

**Submitted For:** Larry Madsen**Submitted By:** Julia Cooper, Commissioner Pct. #4**Department:** Commissioner Pct. #4**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action rescinding and removing Williamson County's Lower Brushy Creek WCID funding conditions that (1) other municipalities within the Lower Brushy Creek WCID provide a minimum of \$25,000.00 for funding Lower Brushy Creek WCID operations in addition to Williamson County's funding of \$25,000.00; and (2.) that the Lower Brushy Creek WCID placement of a tax election on the November 2018 Ballot for funding operations and maintenance of the Lower Brushy Creek WCID within Williamson County, Texas; which were set in a motion and order under Item #2 of the of the Williamson County Commissioner Court Budget Modification Voting Session of August 22, 2017 relating to Williamson County's budgeting of \$25,000.00 to be paid to the Lower Brushy Creek WCID for funding operations during FY 2018.

**Background**

Cities of Taylor, Thrall & Coupland were contacted with the request of funding for the Lower Brushy Creek WCID and the county would have matched up to \$25,000.00. With budgets already approved for the year only Taylor was able to contribute in the amount of \$5,000.00. Funding is needed to continue operations of the WCID and to administer existing grants and apply for state and federal grants for construction and maintenance of dams in need of repair. An election for maintenance tax collection will be held for the Lower Brushy Creek WCID this November 2018 to possibly fund future needs. The investment by the county would yield a return of \$1,630,000.00 in state and federal grants.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**WCID FY18 Budget

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Julia Cooper

Final Approval Date: 03/08/2018

**Reviewed By**

Wendy Coco

**Date**

03/08/2018 06:41 PM

Started On: 02/02/2018 01:56 PM

EXHIBIT 1  
Page 1

**LOWER BRUSHY CREEK WCID**

Draft FY18 Budget

As of January 25, 2018

**Budget Assumptions**

**Basic Administrative Expenses**

services include part time General Manager, Board Attorney and outside accounting  
bonds and insurance  
TCEQ rules require annual audit of all income and expenses  
IRS rules require audit of federal grant funds received

**Maintenance Tax Election**

the WCID will hold a maintenance tax election in November 2018  
initial Wilco election related payment will be due in August 2018  
tax income does not begin until the fall of 2019

**TSSWCB Funded Maintenance**

provide 90% of maintenance costs  
require 10% local match by WCID  
provide 5% administrative fee to WCID

**TSSWCB & NRCS Funded Rehabilitation**

provide 100% of construction and management costs  
provide no administrative fee to WCID  
Site 32 rehab is a 15 month project that started in January 2017  
Site 20 rehab is a 12 month project that should start in May 2018

**Summary**

Cities generally cannot provide local match required by Wilco  
\$50,000 investment would yield return of \$1,630,000 in state and federal grant funds  
WCID will continue to apply for and administer state and federal grants  
WCID, Taylor and Thrall will complete Local Hazard Mitigation Planning project  
WCID will continue to support Wilco flood related studies and efforts

**Notes:**

TSSWCB = Texas State Soil and Water Conservation Board  
NRCS = USDA Natural Resources Conservation Service

**LOWER BRUSHY CREEK WCID**

Draft FY18 Budget  
As of January 25, 2018

*Exhibit 1  
Page 2*

Description	FY 18 Budget
<b><u>INCOME</u></b>	
Williamson County and Taylor	\$50,000
<b>TSSWCB Maintenance Grants</b>	
Fall Maintenance Grant	\$90,000
Fall Maintenance - 5% administrative fee	\$4,500
Spring Maintenance Grant	\$40,000
Spring Maintenance - 5% administrative fee	\$2,000
<b>Total TSSWCB Maintenance Grants</b>	<b>\$136,500</b>
<b>TSSWCB &amp; NRCS Rehabilitation Grants</b>	
Site 32 - complete construction in Winter 2017	\$800,000
Site 20 - start construction in Spring 2018	\$700,000
<b>Total TSSWCB &amp; NRCS Rehab Grants</b>	<b>\$1,500,000</b>
<b>Total Income</b>	<b>\$1,686,500</b>
<b><u>EXPENSES</u></b>	
<b>Administrative Expenses</b>	
General Manager	\$18,000
Board Attorney	\$3,000
Accounting	\$1,500
Bonds/Insurance	\$1,500
Auditing	\$13,000
Wilco Election Cost	\$10,000
Misc - 6%	\$3,000
<b>Total Administrative Expenses</b>	<b>\$50,000</b>
<b>TSSWCB Funded Maintenance</b>	
Fall Maintenance (incl local match)	\$94,500
Spring Maintenance (incl local match)	\$42,000
<b>Total Site Maintenance</b>	<b>\$136,500</b>
<b>TSSWCB &amp; NRCS Funded Rehabilitation</b>	
Site 32 - complete construction in Winter 2017	\$800,000
Site 20 - start construction in Spring 2018	\$700,000
<b>Total Rehabilitation</b>	<b>\$1,500,000</b>
<b>Total Expenses</b>	<b>\$1,686,500</b>
<b>Net Income/Expense</b>	<b>\$0</b>

**Commissioners Court - Regular Session****55.****Meeting Date:** 03/20/2018

Line Item Transfer for Non-Departmental

**Submitted For:** Larry Madsen**Submitted By:** Julia Cooper, Commissioner Pct. #4**Department:** Commissioner Pct. #4**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on a line item transfer from Non- Departmental to Public Assistance.

**Background**

Cities of Taylor, Thrall & Coupland were contacted with the request of funding for the Lower Brushy Creek WCID and the county would have matched up to \$25,000.00. With budgets already approved for the year only Taylor was able to contribute in the amount of \$5,000.00. Funding is needed to continue operations of the WCID and to administer existing grants and apply for state and federal grants for construction and maintenance of dams in need of repair. An election for maintenance tax collection will be held for the Lower Brushy Creek WCID this November 2018 to possibly fund future needs. The investment by the county would yield a return of \$1,630,000.00 in state and federal grants.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Contingency	20,000.00
To	0100-0640-004999	Miscellaneous	20,000.00

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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Julia Cooper

Final Approval Date: 03/08/2018

**Reviewed By**

Wendy Coco

**Date**

03/08/2018 06:41 PM

Started On: 02/02/2018 02:17 PM

**Commissioners Court - Regular Session****56.****Meeting Date:** 03/20/2018

Dickey Contract

**Submitted For:** Dan Gattis**Submitted By:** Hal Hawes, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on a Contract Between Williamson County, Texas and Dickey Museum & Multipurpose Center, Inc. in relation to the previously approved \$100,000 of funding from the Williamson County Community Recreation Facility Fund that is to be used to make repairs to the Dickey Museum & Multipurpose Center located in Taylor, Texas.

**Background**

At the June 6, 2017 session of the Williamson County Commissioners Court, Jennifer Harris, President of the Blackshear/O. L. Price Ex-Student Association, submitted the proposal 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. The Commissioners Court unanimously voted to provide \$100,000 of funding from the Williamson County Community Recreation Facility Fund in order to make repairs to the Dickey Museum & Multipurpose Center located in Taylor, Texas.

This item is now brought forth in order to seek approval of the Contract Between Williamson County, Texas and Dickey Museum & Multipurpose Center, Inc., which sets forth the obligations of the parties, the draw schedule for the funding and the items that will be funded.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Dickey Museum Contract

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 03/15/2018

**Reviewed By**

Wendy Coco

**Date**

03/15/2018 08:54 AM

Started On: 03/14/2018 03:38 PM

STATE OF TEXAS  
COUNTY OF WILLIAMSON

§  
§

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**CONTRACT  
IN THE PUBLIC INTEREST  
BETWEEN  
WILLIAMSON COUNTY, TEXAS  
AND  
DICKY MUSEUM & MULTIPURPOSE CENTER, INC.  
(COMMUNITY RECREATION FACILITY FUND)**

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This Contract in the Public Interest, hereinafter the "Contract", is entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, hereinafter referred to as "Williamson County", and the Dickey Museum & Multipurpose Center, Inc., hereinafter referred to as the "Dickey Museum".

**WITNESSETH**

**WHEREAS**, Williamson County has an interest in supporting the efficient and effective administration of the public health and safety, including but not limited to promoting recreational facilities;

**WHEREAS**, Dickey Museum has an interest in supporting the provision of community recreational facilities, including proposed renovations on the Dickey Museum & Multipurpose Center located in Taylor, Texas;

**WHEREAS**, Williamson County believes that it is in the public interest to enter into this Contract with Dickey Museum;

**WHEREAS**, Williamson County has available Community Recreation Facility Funds, and such funds are intended to be used for public health and safety obligations of Williamson County.

**NOW, THEREFORE, THE PARTIES agree as follows:**

**1. Public Purpose and Public Benefit.** Dickey Museum will operate as an independent contractor in Williamson County, Texas to perform or otherwise procure independent contract labor to commence construction renovations on the Dickey Museum & Multipurpose Center located in Taylor, Texas. Dickey Museum shall use the funding paid hereunder for the

performance of Item Numbers 1. (a.)-(d.), 2. (a.)-(b.), 4., 7 (a.)-(b.) & 17. of the Dickey Museum Project Budget, which is attached hereto as **Exhibit "A"** and is incorporated herein by reference, in relation to the below described construction services and to achieve the broad goals outlined in this Contract. Dickey Museum hereby agrees and acknowledges that Williamson County will not be obligated to perform or provide any construction services, labor or supplies and that Williamson County's only obligation hereunder is to provide funding pursuant to the terms of this Contract.

Dickey Museum shall strictly comply with the Williamson County Community Recreational Facility Fund Policy, hereinafter referred to as the Policy, which attached hereto as **Exhibit "B"** and is incorporated herein by reference. Dickey Museum acknowledges that it has expressly agreed to the terms and conditions set forth in the Policy, as evidenced in **Exhibit "C"**, which is also incorporated herein by reference. Williamson County reserves the right and discretion to determine applicable provisions where there is any conflict between this Contract and the Policy.

**2. Reports/Payment.** Dickey Museum shall provide to Williamson County quarterly and annual financial reports in a form agreed upon by Williamson County. The Dickey Museum shall cooperate with inspections by the Williamson County Facilities Director and audits that Williamson County or the auditor on behalf of Williamson County may make to ensure service standards and fiscal responsibility.

In return, Williamson County agrees to pay from the Community Recreation Facility Fund to Dickey Museum the full amount of **\$100,000.00 payable in four (4) draws based on project progress as follows:**

<b>Initial Draw:</b>	<b>\$30,480.00</b> upon signing of agreement by both parties to pay the Architect's Fee set forth under Item No. 17 of Exhibit "A" - Dickey Museum Project Budget/
<b>Second Draw:</b>	<b>\$46,300.00</b> upon completion of Contractor start-up, directed demolition and clean up, asbestos and lead paint abatement and air quality testing, as set forth under Item No. 1. (a.)-(d.) of Exhibit "A" - Dickey Museum Project Budget;
<b>Third Draw:</b>	<b>\$8,080.00</b> upon completion of site grading, clearing, concrete walks, ramp, HCP PKNG as set forth under Item No. 2. (a.)-(b.) of Exhibit "A" - Dickey Museum Project Budget; and
<b>Final Draw:</b>	<b>\$15,140.00</b> upon completion of fireplace, demolition of existing roofing and replacement of roof decking as set

forth Items No. 4, No. 7. (a.)-(b.) of Exhibit "A" - Dickey Museum Project Budget.

**3. Reimbursement of Funds.** Despite the agreed upon method of payment set forth above, Dickey Museum agrees to return to Williamson County all funds distributed to Dickey Museum if (a.) Dickey Museum's project progress is insufficient; (b.) this Contract is terminated for any reason; (c.) Dickey Museum fails in any other respect under this Contract; (d.) Dickey Museum violates any provision of THE Policy; (e.) Dickey Museum changes the use of the Dickey Museum & Multipurpose Center in such a way that, in Williamson County's opinion, the Dickey Museum & Multipurpose Center no longer serves a public purpose; (f.) Dickey Museum conveys, leases or otherwise transfers its interest in the Dickey Museum & Multipurpose Center to another entity without the prior written consent of Williamson County, which such consent shall not be unreasonably withheld provided the successor entity continues to use the Dickey Museum & Multipurpose Center for a public purpose consistent with the terms of THE Policy and the spirit of this Contract; or (g.) Dickey Museum uses the funding provided hereunder for purposes other than the items notated as WCRF items in the attached Dickey Museum Project Budget (Exhibit "A").

**4. Records.** Dickey Museum shall keep sufficient records of all of its expenditures in connection with services rendered pursuant to this Contract and the Williamson County Facilities Director and Williamson County or the auditor on behalf of the Williamson County shall have the right to inspect such records at all reasonable times. Dickey Museum further agrees that Williamson County's auditors shall have the right to audit Dickey Museum records on an annual basis along with their regular review of records in a manner and form to be agreed upon by Williamson County and Dickey Museum.

Dickey Museum further agrees Williamson County or the Williamson County Auditor, on behalf of the Williamson County, shall, until the expiration of three (3) years after the disbursement of the last amount of funds is tendered under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Dickey Museum relating to the renovation project for the purposes of making audits, examinations, excerpts, and transcriptions. Dickey Museum agrees that Williamson County shall have access during normal working hours to all necessary Dickey Museum 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 Dickey Museum reasonable advance notice of intended audits.

**5. Independent Contractor/Indemnity.** It is understood and agreed that Dickey Museum is not and shall not in any sense be considered an employee, partner or joint venturer with Williamson County, additionally neither shall Dickey Museum be considered or in any manner hold itself out as an agent or official representative of Williamson County. Dickey Museum shall be considered an independent contractor for purposes of this Contract and shall in no manner incur any expenses or liability on behalf of the Williamson County and/or

WILLIAMSON County, Texas.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, DICKEY MUSEUM SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, AND COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF DICKEY MUSEUM, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE PROJECT SITE OR IN CONNECTION WITH THE PERFORMANCE OF ANY WORK ASSOCIATED WITH THIS CONTRACT. DICKEY MUSEUM HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, DICKEY MUSEUM SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, AND COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS CONTRACT OR ANY WORK ASSOCIATED WITH THIS CONTRACT, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF DICKEY MUSEUM 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.

**6. Compliance with All Laws.** Dickey Museum and Williamson County each agree, in connection with the services or any related items to the subject matter of this Contract, to comply with any and all local, state or federal requirements.

**7. Notice.** Any notice required to be given under the terms of this Contract shall be effective if and when given in writing and mailed by certified mail to the addresses listed below or subsequently provided in writing:

**Williamson County:**

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

**Dickey Museum:**

Dickey Museum and  
Multipurpose Center, Inc.  
Attn: Jennifer Harris, President  
PO Box 1274  
Taylor, Texas 76574

**GENERAL COUNSEL:**

General Counsel  
Office of Williamson County Judge  
710 Main Street, Suite 200  
Georgetown, Texas 78626

**8. No Assignment.** This Contract may not be assigned.

**9. Termination.** Notwithstanding the agreed upon term, this Contract may be terminated upon the occurrence of any of the following:

- a. the termination of the corporate existence of Dickey Museum;
- b. the insolvency of Dickey Museum, the filing of a petition in bankruptcy either by or against Dickey Museum, or an assignment by Dickey Museum for the benefit of creditors;
- c. the breach by Dickey Museum of any of the terms of this Contract and the continuation of such breach for a period of ten (10) days after written notice is given by Williamson County to Dickey Museum of such breach.
- d. upon Williamson County's sole discretion with or without cause by providing thirty (30) days written notice.

**10. Term.** The stated term of this Contract shall be until the sooner of completion of the project or **December 1, 2019**, whichever occurs first, but with on-going contractual obligations by Dickey Museum extending beyond the termination date.

**11. Employees.** The parties covenant and agree that each party will pay its own salaries, and all Social Security taxes, Federal and State Unemployment Insurance, Worker's Compensation Insurance and any similar taxes or expenses related to its own employees, including, but not limited to, license fees, insurance premiums and outfitting expenses. The Parties shall be responsible for complying with all Federal, State and Local laws, ordinances and regulations regarding its own employees.

**12. Venue & Applicable Law.** Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

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

**14. Mediation.** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

**15. Proof of Non-Profit Status.** Dickey Museum has provided proof of status as a 501(c)(3) non-profit corporate entity, which is attached and marked as **Exhibit "D"** and is incorporated herein by reference.

**EXECUTED to be effective as of the date of the last party's execution below.**

**For Williamson County:**

\_\_\_\_\_  
**Dan A. Gattis, County Judge**  
**Williamson County, Texas**

**Date:** \_\_\_\_\_, 20\_\_\_\_

**For Dickey Museum:**

\_\_\_\_\_  
**Jennifer Harris, President**  
**Dickey Museum & Multipurpose Center, Inc.**

**Date:** \_\_\_\_\_, 20\_\_\_\_

**STATE OF TEXAS** \*

**COUNTY OF WILLIAMSON** \*

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Jennifer Harris, as President of the Dickey Museum & Multipurpose Center, Inc., a Texas non-profit corporation, on behalf of the corporation.

\_\_\_\_\_  
**Notary Public, State of Texas**

**AGREED AS TO FORM AND SUBSTANCE:**

**For Blackshear/O. L. Price Ex-Student Association, Inc.:**

\_\_\_\_\_  
**Jennifer Harris, President**  
**Blackshear/O. L. Price Ex-Student Association, Inc.**

**Date:** \_\_\_\_\_, 20\_\_\_\_

EXHBIT "A"

DICKEY MUSEUM PROJECT BUDGET

**Rehabilitation and Restoration of the James Lee Dickey  
Museum and Multipurpose Center  
500 Burkett St., Taylor, Texas**

Architect's Cost Estimate for Budgeting Proposal

1.	a. CONTRACTOR START-UP	\$ 5,000.00	WCRF \$ 5,000.00
	b. DIRECTED DEMOLITION & CLEAN-UP	\$ 3,500.00	WCRF \$ 3,500.00
	c. ASBESTOS & LEAD PAINT ABATEMENT	\$36,000.00	WCRF \$ 36,000.00
	d. AIR QUALITY TESTING	\$ 1,800.00	WCRF \$ 1,800.00
<hr/>			
2.	a. SITE GRADING, CLEARING	\$ 1,560.00	WCRF \$ 1,560.00
	b. CONCRETE WALKS, RAMP, HCP PKNG.	\$ 6,520.00	WCRF \$ 6,520.00
<hr/>			
3.	a. MOVING STRUCTURE TO FACILITATE NEW FOUNDATION	\$18,000.00	
	b. EXISTING FOUNDATION DEMOLITION	\$ 2,580.00	
	c. NEW FOUNDATION: HOUSE & FIREPLACE	\$34,800.00	
	d. REHAB & REINFORCEMENT OF EXISTING BEAMS, GIRDERS, JOISTS	\$ 3,000.00	
	e. NEW CONCRETE PORCHES	\$ 4,640.00	
<hr/>			
4.	CONSTRUCTION OF FIREPLACE	\$ 5,400.00	WCRF \$ 5,400.00
<hr/>			
5.	MISCELLANEOUS METAL, FLASHING, VENTS	\$ 800.00	
<hr/>			
6.	a. REMOVAL OF TEMPORARY SIDING	\$ 640.00	
	b. REHABILITATION OF FRAMING	\$25,900.00	
	c. NEW MILLWORK	\$ 4,620.00	
	d. REHABILITATION AND NEW EXTERIOR		

WOOD SIDING	\$13,800.00
e. WOOD PORCHES	\$11,240.00

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7.	a. DEMOLITION OF EXISTING ROOFING	\$ 7,400.00	WCRF \$ 7,400.00
	b. REPLACEMENT OF ROOF DECKING	\$ 2,340.00	WCRF \$ 2,340.00
	c. NEW ROOFING	\$32,732.00	
	d. CAULKING	\$ 700.00	
	e. INSULATION	\$14,000 Donated	\$ 520.00

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8.	a. REHABILITATION OF EXISTING DOORS	\$ 6,120.00 pd.
	b. NEW REPLICA DOORS WHERE NECESSARY	\$ 2,450.00 pd.
	c. REHABILITATION OF EXISTING WINDOWS	\$ 13,520.00 partial pd.
	d. NEW REPLICA WINDOWS WHERE NECESSARY	\$ 9,900.00
	e. ALLOWANCE FOR NEW FINISH HARDWARE	\$ 4,000.00

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9.	a. GYPSUM DRYWALL	\$ 43,300.00
	b. RESILIENT FLOORING	\$ 2,800.00
	c. CERAMIC TILE	\$ 2,800.00
	d. GENERAL REHABILITATION OF EXISTING INTERIOR FINISHES	\$ 5,160.00
	e. PAINTING: INTERIOR & EXTERIOR	\$ 36,800.00
	f. REHABILITATION & FINISH OF STAIRWAY	\$ 5,420.00
	g. REPAIR OF FINISH FLOORING	\$ 2,960.00
	h. REFINISH OF EXISTING FLOORING	\$ 7,760.00

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10.	MISCELLANEOUS BATH ACCESSORIES	\$ 1,000.00
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11.	SPECIAL ALLOWANCE FOR NEW KITCHEN APPLIANCES	\$ 2,000.00
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12.	FURNISHINGS	NOT APPLICABLE
13.	SPECIAL CONSTRUCTION	NOT APPLICABLE
14.	VERTICAL TRANSPORTATION	NOT APPLICABLE

15.	a. DEMOLITION OF EXISTING PLUMBING	\$ 1,280.00
	b. INSTALLATION OF NEW PIPING	\$ 16,240.00
	c. REHABILITATION FOR HANDICAP TOILET	\$ 800.00
	d. REHABILITATION OF EXISTING PLUMBING FIXTURES	\$ 1,920.00
	e. DEMOLITION OF EXISTING MECHANICAL SYSTEM	\$ 800.00
	f. NEW MECHANICAL EQUIPMENT, DUCT PREPARATION, INSTALLATION	\$ 13,600.00

16.	a. DEMOLITION OF EXISTING ELECTRICAL, SERVICE, WIRING, RECEPTICLES	\$ 4,400.00
	b. NEW ELECTRICAL SERVICE, WIRING RECEPTICLES	\$ 24,800.00
	c. ALLOWANCE FOR LIGHTING FIXTURES	\$ 5,000.00

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TOTAL CONSTRUCTION COST

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SERVICE & INSPECTIONS:

17. **ARCHITECT'S FEE - PER CONTRACT,  
10% OF CONSTRUCTION COST** **\$ 30,480.00** **WCRF \$30,480.00**

18. INSPECTIONS RELATED TO SECRETARY OF THE  
INTERIOR STANDARD FOR REHABILITATION  
OF HISTORIC BUILDINGS \$ 18,000.00

*Not allowed on USDA grant NOT PAID  
CARMA, LLC 40 TRIPS\*3HRS\*\$50.00=\$6,000;  
40 TRIPS\*\$300 TRAVEL=\$12,000*

19. CONSULTATION, GRANT WRITING, NRHP,  
TEXAS STATE TAX CREDIT \$ 4,000.00

20. LOCAL CONSTRUCTION INSPECTION  
CITY WAIVED \$ -

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**TOTAL PROJECT COST ESTIMATE \$ 490,802.00 WCRF \$100,000.00**

*\*WCRF means the Williamson County Recreation Fund.*

**EXHIBIT "B"**

**WILLIAMSON COUNTY COMMUNITY  
RECREATIONAL FACILITY FUND 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 December 10, 2013.

Williamson County, Texas

By: 

Dan A. Gattis,  
Williamson County Judge

Date: 12-12, 2013

## EXHIBIT "C"

### AGREEMENT AND ACKNOWLEDGMENT OF POLICY

#### 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: Blackshear/C.L. Price Ex-Student Association

Name of Community Recreational Facility: Dickey Museum & Multi-Purpose Center

By: Jennifer Harris

Printed Name: Jennifer Harris

Title: President

Date: 5-10-2017 2017

## EXHIBIT "D"

### PROOF OF NON-PROFIT STATUS

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45291

DEPARTMENT OF THE TREASURY

Date: ,

Employer Identification Number:  
47-2533398

DLN:

17053324336040

Contact Person:  
JASON T SAMMONS

ID# 31616

Contact Telephone Number:  
(877) 829-5500

Accounting Period Ending:  
December 31

Public Charity Status:  
170(h)(1)(A)(vi)

Form 990/990-EZ/990-N Required:  
Yes

Effective Date of Exemption:  
May 27, 2015

Contribution Deductibility:  
Yes

Addendum Applies:  
No

DICKEY MUSEUM & MULTIPURPOSE CENTER  
INC  
PO BOX 1274  
TAYLOR, TX 76574

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 347

**Exhibit "D"**  
**PROOF OF NON-PROFIT STATUS**

-2-

DECKEY MUSEUM & MULTIPURPOSE CENTER

Sincerely,

Jeffrey I. Cooper  
Director, Exempt Organizations  
Rulings and Agreements

Letter 947

**Commissioners Court - Regular Session****57.****Meeting Date:** 03/20/2018

THF Pub Hearing Setting

**Submitted For:** Dan Gattis**Submitted By:** Hal Hawes, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take any appropriate action to set a public hearing on April 10, 2018 at 10:00 AM in the Williamson County Commissioners Courtroom pursuant to Texas Local Government Code Chapter 392 regarding a resolution to declare a need for a regional housing authority that would include Williamson County due to a shortage of safe or sanitary housing in the county available to low-income persons at rents that they can afford and admitting Williamson County, Texas as a member of the Texas Housing Foundation, a Texas Regional Housing Authority.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**THF Resolution

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 03/14/2018

**Reviewed By**

Rebecca Clemons

**Date**

03/14/2018 09:36 AM

Started On: 03/12/2018 01:06 PM

**RESOLUTION OF THE WILLIAMSON COUNTY COMMISSIONER'S COURT  
ADMITTING WILLIAMSON COUNTY, TEXAS AS A MEMBER OF THE TEXAS  
HOUSING FOUNDATION, A TEXAS REGIONAL HOUSING AUTHORITY**

**RECITALS**

**WHEREAS**, the Texas Housing Foundation is a Texas regional housing authority authorized under state law to provide affordable housing to lower income residents at rentals they can afford;

**WHEREAS**, there exists in Williamson County, Texas (the "County") a shortage of safe and sanitary housing in the County available to persons of low income at rentals they can afford;

**WHEREAS**, the Texas Housing Foundation ("THF") has significant experience in providing, developing, financing, and managing safe and sanitary housing developments that are affordable to lower income residents and the THF is currently active in providing affordable housing within the County;

**WHEREAS**, a county housing authority does not exist within the County;

**WHEREAS**, the THF is currently comprised of Burnet, Blanco and Llano Counties and now proposes to admit Williamson County, Texas into the THF for the purpose of planning, developing, financing, operating and managing safe and sanitary affordable housing in Williamson County for low-income families, the elderly, and the disabled;

**WHEREAS**, there is a need to expand the area of operation of the THF into Williamson County and a regional housing authority would be a more efficient and economical administrative unit than a county housing authority if the County is included in the area of operation of the THF, to carry out the purposes of Chapter 392 of the Texas Local Government Code and THF purposes of providing safe and sanitary housing in the County available to persons of low income at rentals they can afford;

**WHEREAS**, the Texas Local Government Code, Sections 392.018 and 392.033, require the commissioners of a regional housing authority, the commissioners of each county within a regional housing authority and the commissioners of a county outside the regional housing authority to each adopt a resolution declaring a need to include the county that is outside the authority to enter into the regional housing authority; and

**WHEREAS**, the THF Board of Commissioners has adopted a resolution allowing Williamson County to be admitted into the THF, excluding the parts of the county that are within the territorial boundaries of a municipality pursuant to Section 392.016 of the Texas Local Government Code, for the purpose of planning, developing, financing, operating and managing affordable housing and allowing the THF to exercise its powers within the County; and

**WHEREAS**, resolutions are or will be placed on the agendas of the County

Commissioners' Courts of Burnet, Blanco and Llano Counties to approve the admission of Williamson County into the THF.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS:**

That all of the recitals hereinabove stated are found to be true and correct and are incorporated herein and made a part of this resolution;

That the County Commissioner's Court for each county is the governing body of Burnet County, Blanco County, Llano County, and Williamson County respectively;

That the County Commissioner's Courts of Burnet, Blanco and Llano Counties and the County Commissioner's Court of Williamson County declare that there is a shortage of and a need for safe and sanitary housing that is affordable for lower income residents of Williamson County and that there is a need for the THF to expand its area of operation into Williamson County and to exercise its powers in Williamson County, excluding the parts of the county that are within the territorial boundaries of a municipality pursuant to Section 392.016 of the Texas Local Government Code, to provide said housing and related services to lower income residents of Williamson County at rentals they can afford;

That in accordance with the purposes of THF bylaws and associated organizational documents, as well as the laws of the State of Texas, the THF Board of Commissioners is authorized to add additional member counties to the regional housing authority in order to further its purpose of making safe and sanitary housing available to lower income residents at rentals they can afford and that pursuant to Texas Local Government Code, Section 392.018, the THF Board of Commissioners, by resolution Number 2012-0305, approved the admission of Williamson County into the THF;

That the THF has significant experience in providing, developing, financing, and managing housing developments that are affordable to lower income residents and because THF is currently active in Williamson County, the County Commissioner's Court hereby finds that it is in the best interest of the THF and Williamson County residents and is most efficient and economical to admit Williamson County, pursuant to Texas Local Government Code, Section 392.018, into the THF and resolve to amend THF bylaws to the extent necessary to add a representative member from Williamson County, Texas to the THF Board and to expedite this process in any other manner necessary;

That this County Commissioner's Court hereby resolves to admit Williamson County into the THF, thereby expanding the area of operation of the THF into Williamson County and authorizing THF to exercise its powers in Williamson County, excluding the parts of the county that are within the territorial boundaries of a municipality, for the purpose of providing safe and sanitary housing that is affordable for lower income residents in the County;

That, pursuant to Texas Local Government Code, Section 392.033, the Williamson County Commissioner's Court shall appoint a commissioner for the THF Board of Commissioners to represent Williamson County on the THF Board that is not an officer or

employee of Williamson County and the Williamson County Commissioner's Court shall appoint any successors to that commissioner;

That THF is hereby authorized to exercise its powers under the Texas Housing Authorities Law, Texas Local Government Code, Chapter 392, to assist in the planning, developing, and financing, to operate and otherwise manage affordable housing within Williamson County for low-income families, the elderly, and the disabled of the County at rentals they can afford;

That any member of this County Commissioner's Court and the THF president are authorized to execute all necessary documents between the THF and the County for the purposes stated in this resolution and may take any reasonable and necessary action to effectuate and implement the direction and intention of this resolution, subject to the authorizing resolutions approved by the remaining County Commissioner's Courts representing members of the THF;

That a public hearing was held before the 10th day before the date of this hearing and that the county clerk published notice of the time, place, and purpose of the hearing in a newspaper published in the county or, if no newspaper is published in the county, in a newspaper published in the state with general circulation in the county; and at the hearing, the Williamson County Commissioner's Court shall grant an opportunity to be heard to residents of the County and other interested persons. These actions were taken in addition to required notice provisions of the Open Meetings Act; and

That this County Commissioner's Court resolves and authorizes Williamson County to be admitted into the THF and to allow for a Commissioner residing in Williamson County who is not an officer or employee of Williamson County to be appointed by the Williamson County Commissioner's Court to sit as a commissioner of the THF.

**PASSED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Williamson County Judge  
Honorable Dan A. Gattis

TEXAS HOUSING FOUNDATION

By: \_\_\_\_\_  
Mark Mayfield, President

ATTEST:  
By: \_\_\_\_\_

**Commissioners Court - Regular Session****58.****Meeting Date:** 03/20/2018

County Attorney funding request

**Submitted For:** D. Hobbs**Submitted By:** Stephanie Lloyd, County Attorney**Department:** County Attorney**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving a salary of \$52,737.10 for position #0027, Chief Victim Advocate Coordinator, which is 29% above the bottom of the grade. The position is currently funded at \$52,737.10.

**Background**

The County Attorney has selected a highly qualified applicant for this vacancy. The applicant has advanced knowledge, skills and experience which are necessary to fulfill the responsibilities of the position. Due to this advanced level of knowledge, skills and experience, the County Attorney is requesting to offer the salary that is currently funded for the position.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Stephanie Lloyd

Final Approval Date: 03/15/2018

**Reviewed By**

Wendy Coco

**Date**

03/15/2018 09:12 AM

Started On: 03/13/2018 04:07 PM

**Commissioners Court - Regular Session****59.****Meeting Date:** 03/20/2018

ILA Contract with the City of Round Rock

**Submitted For:** Annie Burwell**Submitted By:** Jeanne Williby, Outreach**Department:** Outreach**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on an Interlocal Agreement between Williamson County Mobile Outreach Team and the City of Round Rock, Texas for the establishment of Mobile Outreach Team Services and Personnel at Round Rock Fire Stations.

**Background**

This contract outlines the housing agreement between Round Rock Fire Department and the Williamson County Mobile Outreach Team (MOT). The contract also specifies funding and expectations for MOT/MM (Mental Health and Medic) Units in support of Round Rock Fire Department's Community Risk Reduction Program. MOT will provide training, emergency opioid overdose response and brief intervention services and emergency behavioral health services.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**RRFD MOT ILARRFD MOT ATTACHMENTS

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Jeanne Williby

Final Approval Date: 03/15/2018

**Reviewed By**

Wendy Coco

**Date**

03/15/2018 08:54 AM

Started On: 03/07/2018 03:25 PM

**INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY AND THE CITY  
OF ROUND ROCK, TEXAS FOR THE ESTABLISHMENT OF MOBILE OUTREACH  
TEAM SERVICES AND PERSONNEL HOUSING AT  
ROUND ROCK FIRE STATIONS**

THIS INTERLOCAL AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into by and between the undersigned Local Governments of the State of Texas, namely Williamson County, a political subdivision of the State of Texas (the “County”), and the City of Round Rock, Texas a home rule municipal corporation (the “City”), both acting by and through their duly authorized representatives, pursuant to the provision of the Interlocal Cooperation Act, Texas Government Code, Section 791 et seq. The County and the City are referred to collectively herein as the “Parties,” of individually as a “Party.”

WITNESSETH:

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code; and

WHEREAS, the Parties are local government as that term is defined in Section 791.011 of the Texas Government Code; and

WHEREAS, the Parties find that this Agreement is necessary for the benefit of the public; that each Party has the legal authority to perform and to provide the governmental function or service which is the subject matter for this Agreement; that any division of cost fairly compensates the performing Party for services performed under this Agreement; and the performance of this Agreement is in the common interest of both Parties; and

WHEREAS, the County desires to house MOT (Mobile Outreach Team) and MM (Medical and Mental Health) crews at certain Round Rock Fire Stations, specifically, Fire Station 4, located at 1301 Double Creek Drive (the “Stations”) while such crews are not actively responding to calls for service; and

WHEREAS, the City currently has available an area at the Stations to serve the housing need of County MOT/MM crews; and

WHEREAS, the City is willing to provide an area at the Stations to the County as set forth herein and the County desires to occupy such area at the Stations for the purposes set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned Parties agree as follows:

**TERMS AND CONDITIONS**

- A. Primary Obligation of Round Rock. The City agrees to provide the County with the following:
1. Three or more parking spaces at the Station for MOT vehicles;
  2. The use two rooms/offices and the sole use of one room with a locking door for patient records and storage for medical supplies; and

3. Shared use of one additional office or room on as needed basis and the reasonable usage of the shared facilities in the Station, which shall include but not be limited to the dining area, day room(s), kitchen, laundry, supply closets, restrooms (bath/showers and toilets) as well as all amenities within the Stations.

The City agrees to provide the County with the enjoyment and peaceful possession of the above-described areas during the term of this Agreement. In the event the above-described areas are not available in each of the Stations, the City and County may agree upon alternative areas acceptable to both Parties.

- B. Consideration. The County agrees to provide improvement to the areas identified above to be solely occupied by the County's MOT crew and to prepare the solely occupied spaces for move-in by the County MOT crews.
- C. Term. This Agreement shall be effective upon the approval of the governing bodies of County and City, signed by the authorized individuals ("Effective Date"), and shall continue in force for five (5) years or until such times as either Party terminates the Agreement as provided herein.
- D. Removal of County's Improvements. Upon the termination of this Agreement, County shall remove its person property and may remove any of the improvements that the County made to the Stations, so long as the removal of such improvements does not unreasonably damage the Stations. In the event any damage is caused during the removal of such improvements, the County shall be obligated to repair or cause to be repaired any damage resulting from the removal of its improvements, normal wear and tear expected.
- E. Condition of the Stations. The County shall not be responsible for maintaining and/or repairing, the Stations' roof, foundation, parking, grounds, common areas, the structural soundness of the exterior walls, building exterior, electrical systems, plumbing systems, HVAC system and all amenities with the Stations. The County shall be responsible for keeping the areas solely used by the County's MOT crew in a clean and neat condition. The County and City shall work in cooperation with one another in keeping the commonly used areas clean and neat.
- F. Use of Premises. The County may only use the designated areas of the Stations for the express purposes set forth herein. Use of the Stations for any other purpose, shall require the written consent of the City. The County shall not make any alterations, additions, improvement, to the Stations without the written consent of the City. This includes the installation of any equipment. The County shall permit the City to enter, inspect, and make such repairs to its designated areas of the Stations as often as the City reasonably desires at any reasonable time. The County agrees that it is solely responsible for making, at its sole cost, any alterations, additions, or improvement that are mandated by any and all state, federal and local accessibility legal requirements and that become necessary due solely to the County's use of the Stations ("accessibility alterations"). In the event any alterations, additions, or improvement in the or to the Stations are made necessary by reason of the special use and occupancy by County and, provided that the

City grants its prior written permission to County regarding such alterations, additions, and improvement in or to the Stations at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use, or occupancy.

- G. Utilities and Service. The City shall provide and maintain, at its sole cost, the mains, conduits and other facilities necessary to dispose of garbage, water, gas electricity, telephone, cable internet services and sewage service to the Stations. If any of the equipment or machinery necessary of useful for the provision of any of the above services breaks down or for any cause ceases to function properly, the City shall use reasonable diligence to repair the same promptly. If any of the area solely occupied by a County's MOT crew is in need of maintenance or repairs as solely determined by the City, The County shall be financially responsible for any maintenance and/or repairs other than the above described services.
- H. Use of Additional Fire Stations. The County and City may mutually agree to allow County MOT crews to house in additional Round Rock Fire Station not described herein, without the consent of the Parties governing bodies, provided the Parties abide by the terms of this Agreement for any and all additional Fire Stations.
- I. Damage or Injury. The City and the County agree that if either Party is solely negligent in causing real or personal property damage or personal injury to the other that such responsible Party shall pay for the actual cost and expenses incurred for such damage or injury to the extent permitted by law.
- J. Default. Either Party's failure to comply with any provision of this Agreement shall be considered a default. In the event that either Party defaults under this Agreement, the non-defaulting Party shall give the defaulting Party written notice specifying such default. If the defaulting Party has not cured such default within thirty (30) days after its receipt of such written notice, or, if the default cannot with due diligence be cured within a 30-day period, and the defaulting Party has not commenced and proceeded diligently to cure such default, then the non-defaulting Party may terminate this Agreement. It is not a waiver of default if the non-defaulting Party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies that may be available in this Agreement and/under the law. The Parties have a duty to mitigate damages.

## II. GENERAL PROVISIONS

- A. Payments. Any payment made by a Party pursuant to this Agreement shall be made out of current revenues available to said Party as required by the Interlocal Cooperation Act. The County and Round Rock agree that there will be no monthly rental cost associated with this Agreement.
- B. Approval by Governing Bodies. This Agreement has been approved by the governing bodies of Williamson County and of the City of Round Rock.

- C. Tax Exempt. The County and the City are bodies corporate and politic under the law of the State of Texas and claim exemption for sales and use taxes under the Texas Tax Code Ann. 151.309, as amended, and the services subject hereof are being secured for use by County. Exemption certificates will be provided upon request.
- D. Severability. If a 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 a 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 will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.
- E. Notices. Any notice to be given hereunder shall be in writing and may be affect by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper Party, at the following address:

City of Round Rock: City of Round Rock  
City Manger  
221 E. Main Street  
Round Rock, TX 78664

With Copy to: Stephan L. Sheets, City Attorney  
309 East Main Street  
Round Rock, TX 78664

Round Rock Fire Department  
203 Commerce Boulevard  
Round Rock, TX 78664

County: Williamson County Judge  
Dan A. Gattis  
710 Main Street, Suite 101  
Georgetown, TX 78626

With Copy to: Williamson County MOT  
c/o Annie Burwell, Director  
301 SE Inner Loop, Suite 106  
Georgetown TX 78626

- F. 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 Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- G. Dispute Resolution. The Parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between the Parties which arises out of or relates to this Agreement whether stated in tor, contract statute, claim for benefits, bad faith, professional liability or otherwise (“Claim”). If the Parties are unable to resolve the Claim within thirty (30) days following the date in which one Party sent written notice the Claim to the other Party, and if a Party wishes to pursue the Claim, such Claim shall be addressed through non-binding medication under the Commercial Mediation Rules of the American Arbitration Association (“AAA”). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the medication under the then current rules of the AAA. Any mediation under this Agreement shall be conducted in Williamson County, Texas. All costs involved in the medication shall be borne equally between the Parties, except that each Party shall bear its own attorneys’ fees. Nothing herein is intended to prevent either Party from seeking any other remedy available at law including seeing redress in a court of competent jurisdictions. This provision shall survive the termination of this Agreement.
- H. Termination for Convenience.
- 1.) The County may terminate this Agreement for convenience and without cause or further liability upon ninety (90) days written notice to Round Rock.
  - 2.) Round Rock may terminate this Agreement for convenience with or without cause or further liability upon ninety (90) days written notice to the County.
  - 3.) All Parties to the contract may terminate upon written mutual consent signed and dated by all Parties to this agreement setting forth the agreed upon date of termination.
- I. 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.
- J. 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 the employees of agents of the other Party of any purposes whatsoever.
- K. 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 the Parties, their past or

present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third Party. The Parties do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

- L. Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that County shall have the right to terminate this Agreement at the end of any County Fiscal year if the governing body of County does not appropriate sufficient fund as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination at the end of its then-current fiscal year.
- M. No agency Relationship: It is understood and agreed that County shall not in any sense be considered a partner or joining venture with the City, nor shall any of the Parties in any manner hold themselves out as an agent or official representative of the County.
- N. Entire Agreement. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrumental signed by each Party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED TO BE EFFECTIVE this \_\_\_\_ day of \_\_\_\_\_, 2018

WILLIAMSON COUNTY, TEXAS

CITY OF ROUND ROCK, TEXAS

By: \_\_\_\_\_  
Dan Gattis, County Judge  
Title: Williamson County Judge

By: \_\_\_\_\_  
Title:

Date \_\_\_\_\_

Date: \_\_\_\_\_

For City, Attest:

By: \_\_\_\_\_

For City, Approved as to Form:

By: \_\_\_\_\_  
Stephan L. Sheets, City Attorney

## **Attachment A**

### **RESPONSIBILITIES OF WILLIAMSON COUNTY**

- Provide M&M (Medical and Mental Health) teams to respond to behavioral health emergencies within Round Rock Fire Department's jurisdiction for a minimum of 60 hours per week. M&M teams are to be staffed with Mobile Outreach Team Community Risk Reduction Paramedics and Mobile Outreach Team Mental Health Specialists.
- Provide all vehicles, equipment, and supplies needed to perform emergency behavioral health services
- Provide a minimum of 40 hours per year of mental health and substance use training to Round Rock Fire Department's First Responder Advanced Paramedics (FRAPS).
- Support all goals and objectives of the Community Risk Reduction (CRR) Program.
- Support all goals and objectives of the Health and Human Services Commission (HHSC) Opioid Emergency Response Pilot.
- Collect, analyze, and report all data related to the M&M, CRR, and Opioid Emergency Response Pilot to all parties involved.
- In coordination with the Round Rock Fire Department, develop and implement protocols for the CRR and Opioid Emergency Response Pilot.
- Collaborate with area hospitals, Bluebonnet Trails Community Services, the Williamson County and Cities Health District, local non-profit agencies, and peer support programs to meet the goals of the HHSC Opioid Emergency Response Pilot.
- Attend any HHSC required meetings or presentations related to the HHSC Opioid Emergency Response Pilot and submit any reports in accordance with the contract between the City of Round Rock and HHSC.
- Provide one outreach event and/or Naloxone use training to a community agency or business during the HHSC Opioid Emergency Response Pilot.

## **Attachment B**

### **RESPONSIBILITIES OF THE CITY OF ROUND ROCK**

- Reimburse Williamson County for salary, retirement, and benefits for 3 FTE Community Risk Reduction Paramedics and operational costs associated with M&M response units at the rate of \$47,916 per month to be paid by the City of Round Rock upon 30 days of receipt of invoice from Williamson County.
- Participate in scheduled discussions with the Director of the Williamson County Outreach Department to review the status, ensure the provision of services under the Community Risk Reduction Model and the Health and Human Services Commission Opioid Emergency Response Pilot.
- Incorporate Peer Recovery Personnel into the Community Risk Reduction and Health and Human Services Opioid Emergency Response Pilot.
- Assist in data collection and management for the Community Risk Reduction and Health and Human Services Opioid Emergency Response Pilot.
- Provide adequate space, scheduling, and support for First Responder Advanced Paramedic training.

**Commissioners Court - Regular Session****60.****Meeting Date:** 03/20/2018

Philips Updated Quote

**Submitted By:** Michael Knipstein, EMS**Department:** EMS**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action regarding Philips Healthcare service agreement for Williamson County EMS.

**Background**

This is updated pricing on the comprehensive onsite service agreement with Philips Healthcare to cover the Philips MRx patient care monitors for software maintenance and hardware support. The item has been reviewed by Williamson County legal.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**[Signed Agreement](#)

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**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Michael Knipstein

Final Approval Date: 03/15/2018

**Reviewed By**

Hal Hawes

Wendy Coco

**Date**

03/14/2018 01:41 PM

03/15/2018 08:54 AM

Started On: 03/14/2018 07:22 AM

## PCMS AGREEMENT QUOTATION - Comprehensive Onsite

Customer: Williamson County EMS  
Address: 303 Martin Luther King Street  
Address:  
City/State/Zip: Georgetown, TX 78626  
Agreement Contact : John Gonzales  
Telephone: 512-943-1260  
Fax:  
System Contact:  
Telephone:  
Field Service Engineer: John Rendon, MS01 (Nutt)  
Equipment Location:  
Department Name:  
Email: jgonzaless@wilco.org

Payment Terms: Net 30  
Agreement Quote Date: 2/7/2018  
Prior Agreement #: NB - prev 41966614  
Agreement Start Date: 4/1/2018  
Agreement End Date: 12/31/2022  
Billing Schedule: Yearly  
Extended Onsite Coverage: Mon-Fri 8am to 5pm

Multi -Year Option: 17%

Additional Discount: 10%

Service Sales VP, or  
Service Zone VP *Valid for 60 days*

Philips Representative:	Tel:	Fax:	Date:	Quote #:
Dolores Lezo	724-696-6232	724-696-6105	2/23/2018	5009143-6

Model #	Serial #	Qty	SAP#	Start	End	Annual List \$	Extended Annual List \$
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The product represented, in red, will be considered End of Life, Philips has no obligation to support this past the end date identified herein.

**6301147394**

		1		<b>Defibrillators</b>				
M3536A	US00558712	3	861289	HeartStart MRx (PA recommended)	4/1/2018	12/31/2022	\$945.00	\$2,835.00
	US00558713							
	US00558714							

**6302199907**

		1		<b>Defibrillators</b>				
M3536A	US00580843	23	861289	HeartStart MRx (PA recommended)	4/1/2018	12/31/2022	\$945.00	\$21,735.00
	US00580844							
	US00580845							
	US00580846							
	US00580847							
	US00580848							
	US00580849							
	US00580850							
	US00580851							
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	US00580860							
	US00580861							
	US00580862							
	US00580863							
	US00580864							
	US00580865							

**6302199908**

		1		<b>Defibrillators</b>				
M3536A	US00580767	3	861289	HeartStart MRx (PA recommended)	4/1/2018	12/31/2022	\$945.00	\$2,835.00
	US00580768							
	US00580769							

Total Annual Service Charge Year 1	\$27,405.00
Total Annual Service Charge Year 2	\$27,405.00
Total Annual Service Charge Year 3	\$27,405.00
Total Annual Service Charge Year 4	\$27,405.00
Total Annual Service Charge Year 5	\$20,629.04

Model #	Serial #	Qty	SAP#		Start	End	Annual List \$	Extended Annual List \$	
<b>Subtotal :</b>								<b>\$130,249.04</b>	
Extended Travel Charge		<a href="#">See Travel Uplifts</a>			75 mi			No Uplift	
Extended Onsite Coverage									\$0.00
Model #	Serial #	Qty	SAP#	Description	Start	End	Annual List \$	Extended Annual List \$	
		1		Performance Assurance (applies only to products with (PA) in the description) 1 per unit, per year of agreement	4/1/2018	12/31/2022	\$10,150.00	\$50,750.00	
Promotional Offering:							-\$10,150.00	-\$50,750.00	
<b>Promotion Performance Assurance is valued at \$50,750.00</b>									
<b>Subtotal Optional Services Discountable</b>								<b>\$0.00</b>	
<b>Subtotal Optional Services Non-Discountable</b>								<b>\$0.00</b>	
<b>Subtotal Discountable</b>								<b>\$130,249.04</b>	
POS Option Discount								\$0.00	
Multi-Year Option Discount								(\$22,142.34)	
Additional Discount								(\$13,024.90)	
Net Charge Year 1								\$20,005.65	
Net Charge Year 2								\$20,005.65	
Net Charge Year 3								\$20,005.65	
Net Charge Year 4								\$20,005.65	
Net Charge Year 5								\$15,059.20	
<b>Quotation Total</b>								<b>\$95,081.80</b>	
<b>Prices exclude taxes. Applicable taxes will be added to the invoice. Subject to credit approval.</b>									
<p>IMPORTANT NOTICE: A signed copy of this agreement, for the services and prices quoted herein, is Customers acceptance that the Terms and Conditions and information in the Exhibit and the Data Sheet attached to this quotation are the sole terms applicable to the services quoted. The acceptance of this quotation is not binding upon Philips until further review by Philips contract administration. The information contained in this document is confidential and is provided to the entity listed as the customer solely in connection with the evaluation of the purchase and sale. This information shall not be disclosed to any other party. The Philips terms and conditions of sale applicable to the service quoted herein are available via <a href="http://www.healthcare.philips.com/main/terms_conditions/">http://www.healthcare.philips.com/main/terms_conditions/</a> ("Terms and Conditions"). Health Care providers are reminded that if the transactions herein include or involve a loan or discount (including a rebate or other price reduction), they must fully and accurately report such loan or discount on cost reports or other applicable reports or claims for payment submitted health care program, including but not limited to Medicare and Medicaid, such as may be required by state or federal law, including under any federal or state but not limited to 42 CFR 1001.952(h). Philips reserves all rights with regard to this information. Reserved.</p>									
<p>Customer Agreement as Quoted</p> <p>Upon customer signing and an authorized Philips representative accepting, this quotation constitutes a contract and Customer is bound by all terms and conditions hereof.</p> <p>Philips by its acceptance hereof, agrees to provide maintenance services for the equipment listed above in accordance with the following terms set forth herein.</p>									
Authorized Signature _____					Authorized Signature <i>Kelly Santos</i>				
Printed Name _____					Title/Date <b>Sr. Manager, Contracts 3/13/2018</b>				
Title / Date _____									
Customer PO # _____									
(Please attach copy of original PO)									
<p>prepared by: Deb St.Yves</p> <p>FAX To: (800)947-3299 or Mail Purchase Order &amp; Quote To: Philips Healthcare, Business Center, ms0400, 3000 Minuteman Road, Andover, MA 01810 (800)934-7372 opt 5</p>									

**Commissioners Court - Regular Session****61.****Meeting Date:** 03/20/2018

DPS Interlocal Cooperation Contract for County Sheriff

**Submitted For:** Robert Chody**Submitted By:** Starla Hall, Sheriff**Department:** Sheriff**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on an Interlocal Cooperation Contract between Williamson County and Department of Public Safety for Crime Laboratory Services to not exceed \$221,949.94 and to expire on September 30, 2018.

**Background**

DPS will analyze controlled substances, marijuana, and blood alcohol evidence submitted by Law Enforcement agencies within Williamson County. DPS will assign the services of 3 full time employees to perform analysis. They will be designated to work on Williamson County cases before examining evidence from other agencies as long as this contract is in place. This contract will terminate on September 30, 2018 and may be renewed on an annual basis upon written agreement of the parties.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**DPS Contract

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 03/15/2018

**Reviewed By**

Wendy Coco

**Date**

03/15/2018 08:54 AM

Started On: 03/14/2018 05:31 PM

**INTERLOCAL COOPERATION CONTRACT**  
**Between**  
**Williamson County, Texas (Williamson County)**  
**and**  
**Department of Public Safety (DPS)**

**I. AUTHORITY**

Williamson County and DPS enter into this contract under the authority of Texas Government Code Chapter 791 (the Interlocal Cooperation Act).

Williamson County certifies that it has the authority to contract for the services by authority granted in Chapter 262, Local Government Code (County Purchasing Act), and Texas Code of Criminal Procedure art. 2.17.

DPS certifies that it has authority to perform the services contracted for by authority granted in Texas Government Code § 411.009.

**II. STATEMENT OF SERVICES TO BE PERFORMED**

The DPS Crime Laboratory Service will analyze controlled substances, marijuana, and blood alcohol evidence submitted by law enforcement agencies within Williamson County. At its discretion, DPS will assign the services of three full time equivalents (FTEs) to perform analysis in performance of this Contract. The FTEs will be DPS employees. DPS will attempt to provide a thirty-calendar-day or less turn-around time, from the date of submission to the DPS Laboratory, for controlled substance cases and ten calendar-day or less turn-around time for blood alcohol cases. The assigned DPS FTEs will work on Williamson County cases awaiting analysis before examining evidence from other agencies as long as this Contract is in place. At its discretion, DPS will assign the FTEs other work if there are no services required under this Contract within the parameters of DPS Crime Laboratory policies and procedures. Case submissions by Williamson County will not exceed 160 cases per month (controlled substance) and 200 cases per month (blood alcohol) under this agreement.

**III. BASIS FOR CALCULATING REIMBURSABLE COSTS**

The basis is in the schedule incorporated in Exhibit A and reflects the costs associated with this Contract.

**IV. CONTRACT AMOUNT**

The total amount of this Contract will not exceed \$221,949.94.

## **V. PAYMENT FOR SERVICES**

Williamson County will remit to DPS via check all DPS costs for performing the services as identified in Exhibit A for each FTE assigned to this Contract.

Williamson County will pay for services received from appropriation items or accounts of the Williamson County from which like expenditures would normally be paid, based on vouchers drawn by Williamson County payable to DPS.

DPS will submit monthly invoices to Williamson County. DPS will also submit an invoice upon the effective date of this Contract for the payment of operating and equipment costs for each year that this Contract is in effect. Williamson County will remit payment to DPS no later than 30 calendar days after Williamson County's receipt of the invoice.

Payments received by DPS will be credited to its current appropriation item(s) or account(s) from which the expenditures of that character were originally made.

## **VI. TERM OF CONTRACT**

This Contract begins on the day of the last party to sign this Contract, and will terminate on September 30, 2018 and may be renewed on an annual basis upon written agreement of the Parties.

## **VII. GENERAL TERMS AND CONDITIONS**

- A. Termination for Convenience. Either Party may cancel this Contract for any reason upon 120 calendar days' written notice to the other Party. In the event of such termination, only the amounts due to DPS for services provided up to and including the date of termination will be due and payable. In no event will termination under this section by either Party give rise to any liability whatsoever on the part of the terminating Party.
- B. Termination for Cause. If either Party materially breaches this Contract, the non-breaching Party will deliver written notice of such material breach to the breaching Party. Such notice will specify the nature of the material breach and inform the breaching Party that unless the breach is cured within ten business days of receipt of the notice, additional steps may be taken to terminate this Contract. If the breaching Party begins a good faith attempt to cure the material breach within ten business days, then and in that instance, the ten business-day period may be extended by the non-breaching Party, so long as the breaching Party continues to pursue a cure diligently to completion and continues to make a good faith attempt to cure the material breach. If, in the opinion of the non-breaching Party, the breaching Party does not cure the breach within ten business days or otherwise fails to make any diligent attempt to correct the material breach, the breaching Party will be deemed to be in breach and the non-breaching Party may, in addition to seeking the remedies available under this Contract and the law, terminate this Contract.
- C. Funding Out. DPS is a state agency whose authority and appropriations are subject to the actions of the Texas Legislature and the United States Congress. If DPS or the subject matter

of this Contract become subject to a legislative or regulatory change, the revocation of statutory or regulatory authority, or lack of appropriated funds which would render Contract performance impossible, unnecessary, void, or substantially amended, DPS may immediately terminate this Contract without penalty or liability.

Williamson County is a political subdivision of the State of Texas whose authority and appropriations are subject to the actions of the Williamson County Commissioners Court. If Williamson County or the subject matter of this Contract become subject to a lack of appropriated funds which would render the Contract performance impossible, unnecessary, void, or substantially amended, Williamson County may immediately terminate this Contract without penalty to or any liability.

- D. No Joint Enterprise. The provisions of this Contract are not intended to create, nor will they be in any way construed to create a joint venture, a partnership, or to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for the Parties whatsoever with respect to the Parties' indebtedness, liabilities, and obligations.
- E. Amendments. Any amendment to this Contract is only valid if in writing and signed by both Parties.
- F. Notice. Any notice required or permitted under this Contract will be in writing and will be directed to the Parties as designated below and will be deemed given: (1) when delivered in hand and a receipt granted; (2) when received if sent by certified mail, return receipt requested; (3) upon three business days after deposit in the United States mail; or (4) when received if sent by confirmed facsimile or confirmed email.

If to DPS:

Department of Public Safety  
Law Enforcement Support, Crime Laboratory Service  
Attn: Brady Mills  
5800 Guadalupe  
Austin, Texas 78752  
Telephone: (512) 424-7151  
Email: Brady.Mills@dps.texas.gov

If to Williamson County:

Williamson County Judge  
710 Main Street, Suite 101  
Georgetown, Texas 78626  
(512) 943-1359

With a copy to:

Williamson County Attorney's Office

Attn: Rudy Gonzalez, Chief Investigator  
405 MLK, Suite 229  
Georgetown, Texas 78626  
(512) 943-1171  
rgonzalez@wilco.org

Either of the Parties may change its address or designated individual to receive notices by giving the other Party written notice as provided in this Section, specifying the new address or individual and the date upon which it will become effective.

The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each Party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

Williamson County, Texas

Department of Public Safety

By: \_\_\_\_\_  
Dan A. Gattis

By: \_\_\_\_\_  
Skylor Hearn

Title: Williamson County Judge

Title: Deputy Director, Administration and Services

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit A

ANNUAL SALARY AND BENEFITS FOR THREE POSITIONS					
					(10/1/17 - 09/30/18)
Forensic Scientist I salary (1 FTE)					\$43,388.28
Forensic Scientist II salaries (2 FTE)					\$110,856.48
Benefits @ 29% of salary					\$44,730.98
TOTAL SALARY AND BENEFITS					\$198,975.74
Estimated travel costs					\$500.00
Operating and equipment expense					\$17,072.98
Administrative costs (2.5%)					\$5,401.22
Total					\$221,949.94

**Commissioners Court - Regular Session****62.****Meeting Date:** 03/20/2018

Creation of New Positions in Information Technology for Health District Agreement

**Submitted For:** Julie Kiley**Submitted By:** Julie Kiley, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the creation of two (2) new positions in the Information Technology Services department, one (1) System Support Specialist II pay grade B.24 and one (1) IT Analyst I pay grade B.31, to provide IT services to the Williamson County and Cities Health District as stated in the Interlocal Agreement.

**Background**

Commissioners Court approved an agreement on February 20, 2018 and the Health District approved it on March 1, 2018, to provide IT services to the Health District. Two positions will be created effective April 1, 2018 and the Health District will be billed for these positions per the attached agreement.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Manged Technology Services and Support Agreement

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Julie Kiley

Final Approval Date: 03/14/2018

**Reviewed By**

Rebecca Clemons

**Date**

03/14/2018 09:36 AM

Started On: 03/14/2018 08:56 AM



7. Maintenance of applications software packages, whether acquired from The County or any other source unless otherwise specified in the Managed Service Plan selected by The District.
8. Programming (modification of software code) and program (software) maintenance unless otherwise specified in the Managed Service Plan selected by The District.
9. Training services of any kind.
10. Services provided outside of the Normal Working Hours of 8:00 AM – 5:00 PM Central Standard Time, Monday through Friday, excluding County holidays.

*Costs associated with the above listed items and services are not included in this Agreement. The County may, upon request of The District and to the extent possible, assist The District in procuring the above listed items and services. Any such assistance will be deemed Additional Services and shall be paid for by The District.*

### III.

**Exclusion of Warranties; and Limitation of Liability:** The services under this Agreement are subject to the following:

- A. **SPECIFIC EXCLUSION OF WARRANTIES.** THE EXPRESS WARRANTIES SET OUT IN THIS AGREEMENT, IF ANY, ARE IN LIEU OF ALL OTHER WARRANTIES, AND THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS, CONDITIONS OR GUARANTEES OF ANY KIND WHATSOEVER APPLICABLE, EITHER EXPRESS OR IMPLIED BY LAW (IN CONTRACT OR TORT OR OTHERWISE) OR CUSTOM, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING MERCHANTABILITY, FITNESS FOR PURPOSE, DURABILITY, CORRESPONDENCE TO SAMPLE, TITLE, DESIGN, CONDITION, OR QUALITY. WITHOUT LIMITING THE ABOVE, THE COUNTY DOES NOT WARRANT THAT ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER WILL MEET THE REQUIREMENTS OF THE DISTRICT OR THAT THE OPERATION OF PRODUCTS PROVIDED HEREUNDER WILL BE FREE FROM INTERRUPTION OR ERRORS.
- B. **RESTRICTIONS ON WARRANTY.** THE COUNTY HAS NO OBLIGATION TO REPAIR OR REPLACE PRODUCTS DAMAGED BY EXTERNAL CAUSE (INCLUDING THE DISTRICT, THE DISTRICT'S EMPLOYEES, THIRD PARTIES AND ACTS OF GOD) OR THROUGH THE FAULT OR NEGLIGENCE OF ANY PARTY OTHER THAN THE COUNTY.
- C. **NO INDIRECT DAMAGES.** WITHOUT LIMITING THE GENERALITY OF SECTIONS OF THIS ARTICLE, IN NO EVENT WILL THE COUNTY BE LIABLE TO THE DISTRICT OR TO ANY OTHER PARTY FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT OR TORT OR OTHERWISE), INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOSS OF USE OF INFORMATION OR SERVICES, OR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES.
- D. **LIMITS ON LIABILITY.** IF, FOR ANY REASON, THE COUNTY BECOMES LIABLE TO THE DISTRICT OR ANY OTHER PARTY FOR DIRECT OR ANY OTHER DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION (IN CONTRACT OR TORT OR OTHERWISE), THEN:
  1. THE AGGREGATE LIABILITY OF THE COUNTY TO THE DISTRICT AND ALL OTHER PARTIES IN CONNECTION WITH THE PRODUCTS AND THE SERVICES WILL BE LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY THE DISTRICT TO THE COUNTY AS CONSIDERATION FOR THE PRODUCTS AND SERVICES GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE; AND

2. IN ANY CASE, THE DISTRICT MAY NOT BRING OR INITIATE ANY ACTION OR PROCEEDING AGAINST THE COUNTY ARISING OUT OF THIS AGREEMENT OR RELATING TO ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER MORE THAN ONE (1) YEAR AFTER THE RELEVANT CAUSE OF ACTION HAS ARISEN.
- E. **SEPARATE ENFORCEABILITY.** SECTIONS OF THIS ARTICLE ARE TO BE CONSTRUED AS SEPARATE PROVISIONS AND WILL EACH BE INDIVIDUALLY ENFORCEABLE.

#### IV.

**General Obligations of The District:** Without limiting any of The District's other obligations under this Agreement, The District will:

1. Upgrade to the latest mutually agreed-upon release or version(s) of software that is used by The District as soon as possible after becoming aware of its availability;
2. Ensure that at all times at least one current staff person of The District has been fully trained on the of software that is used by The District; and
3. Designate, by written notice, a primary and backup person as the point of contact for technology issues for each division.
4. Notify the County of any changes in staffing that requires The County's direct communication with regards to billing or network authorization by authorized users.

#### V.

**Term:** The initial term is from the date of execution of the Agreement to September 30, 2021. Following the initial term, the Agreement shall automatically renew each October 1<sup>st</sup> unless terminated pursuant to the terms of this Agreement.

#### VI.

**No Assignment:** This agreement may not be assigned.

for each twelve month period  
during the term of this Agreement.

#### VII.

**Consideration and Compensation:** The County will be compensated based on the costs for the specific project herein. The amount of compensation paid to The County shall be paid at **\$162,404.36** for each twelve month period during the term of this agreement.<sup>1</sup> This amount reflects out-of-pocket reimbursement for all costs such as labor and departmental resources, including equipment and ten percent (10%) overhead, committed to the services rendered herein. **Billing will be made on a monthly, quarterly or annual basis at the request of the District. The parties understand that the costs are *estimated* at this time and subject to final adjustments and billing as authorized by the Williamson County Commissioners Court; however, the parties will act in good faith to limit any changes to increase costs and with regard to abiding by the expense calculations shown in the attached worksheet (Exhibit "A").** Exhibit A is incorporated herein as if copied in full. The County may

<sup>1</sup> Salary may adjust 25% of Grade up to \$177,935.89 as set forth in attached Exhibit "A," which is incorporated herein as if copied in full.

change Exhibit A without further review or authorization by District, although The County shall provide District written notice of any change to Exhibit A at least sixty (60) days prior to the date of that change taking effect.

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The District receives the goods under the agreement; (2) the date the performance of the service under the agreement is completed; or (3) the date the District receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The District in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

#### VIII.

**No Authority to Bind:** Neither Party shall incur any obligations for or in the name of the other Party, or have the authority to bind or obligate the other Party. Neither Party shall make, issue or authorize any statements (whether oral or written) in contravention of the foregoing.

#### IX.

**No Waiver of Sovereign Immunity or Powers:** Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

#### X.

**Good Faith Clause:** The Parties agree to act in good faith in the performance of this agreement.

#### XI.

**Confidentiality:** The District expressly agrees that it will not allow any of its employees or representatives unauthorized access to any of The County's confidential information that may be obtained while having access to The County's IT network. The District further agrees that it will not allow any of its employees or representatives to enter any unauthorized areas or access confidential information and will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

#### XII.

**Termination:** This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice

thereof. In the event of termination, The District will only be liable for its pro rata share of services rendered and goods actually received.

### XIII.

**Venue and Applicable Law:** Venue of this agreement shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

### XIV.

1.1. **Notices:** The Parties designate the following persons for receipt of notice:

**If to Williamson County:**

**Name:** Dan Gattis (or successor)  
**Title:** County Judge  
**Address:** Williamson County  
710 Main Street  
Georgetown, TX 78626  
**Phone:** (512) 943-1550

**If to District:**

**Name:** John Teel (or successor)  
**Title:** Executive Director  
**Address:** Williamson County and Cities Health District  
100 West 3rd Street  
Georgetown, TX 78626  
**Phone:** (512) 943-3600

The Parties may change the person designated for receipt of notice from time to time by giving notice in writing to the other parties, identifying the new person designated for receipt of service and identifying his/her name, title, address for notice and phone number.

### XV.

**Severability:** In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

### XVI.

**Right to Audit:** The District agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of The District which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The District agrees that The

County shall have access during normal working hours to all necessary District 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 District reasonable advance written notice of intended audits, which will be at the County's discretion.

**XVII.**

**County Judge or Presiding Officer Authorized to Sign Agreement:** The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this agreement on behalf of The County.

**AGREED AND APPROVED:**

**WILLIAMSON COUNTY**

By:

  
Dan A. Gattis  
County Judge

Date: 02-16-2018

**HEALTH DISTRICT**

By:

  
John Teel  
Executive Director

Date: 3-2-18

**Commissioners Court - Regular Session****63.****Meeting Date:** 03/20/2018

Revenue Budget Amendment for General Fund

**Submitted For:** Julie Kiley**Submitted By:** Julie Kiley, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for Payment from Other Entities.

**Background**

This is the revenue anticipated for April 1-Sept 30, 2018 for the Managed Technology Services and Support Agreement with the Williamson County and Cities Health District.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100-0000-333220	Pymt from Other Entities	\$82,871.84

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**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Julie Kiley

Final Approval Date: 03/14/2018

**Reviewed By**

Rebecca Clemons

**Date**

03/14/2018 09:36 AM

Started On: 03/14/2018 09:06 AM

**Commissioners Court - Regular Session****64.****Meeting Date:** 03/20/2018

Budget Amendment for Information Technology Services

**Submitted For:** Julie Kiley**Submitted By:** Julie Kiley, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

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**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 the Information Technology Services Department.

**Background**

This is the expenditure anticipated for April 1-Sept 30, 2018 for the Managed Technology Services and Support Agreement with the Williamson County and Cities Health District.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0503.001100	Salaries	\$51,699.70
	0100.0503.002010	FICA	\$3,955.03
	0100.0503.002020	Retirement	\$7,206.94
	0100.0503.002030	Insurance	\$8,946.00
	0100.0503.002050	Workers Comp	\$150.00
	0100.0503.005700	Vehicles>\$5000	\$27,043.00

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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Julie Kiley

Final Approval Date: 03/14/2018

**Reviewed By**

Rebecca Clemons

**Date**

03/14/2018 09:38 AM

Started On: 03/14/2018 09:26 AM

**Commissioners Court - Regular Session****65.****Meeting Date:** 03/20/2018

Asset Auction Monthly Report 3/20/2018

**Submitted By:** Jayme Jasso, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through auction for the period of 2/8/2018 through 3/14/2018.

**Background**

Please see the attached list which shows all assets for auction approved by Purchasing from 2/8/18 through 3/14/18.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Asset Monthly

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**Form Review****Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Jayme Jasso  
Final Approval Date: 03/15/2018

**Reviewed By**

Randy Barker  
Wendy Coco

**Date**

03/15/2018 10:15 AM  
03/15/2018 11:21 AM  
Started On: 03/13/2018 10:48 AM

Item	Serial Number	Court date	Quantity	Dept.
6 ft. mahogany desk		3/20/2018	1	Tax
mahogany corner desk		3/20/2018	1	Tax
17 in Dell monitors		3/20/2018	8	CA
DVD burners		3/20/2018	4	CA
19in Dell monitors		3/20/2018	1	CA
Chairs		3/20/2018	2	SO
Bags		3/20/2018	2	SO
RCA Power strip		3/20/2018	1	SO
Misc. cords		3/20/2018	58	SO
Grey Belkin USB port		3/20/2018	1	SO
Dell floppy drive		3/20/2018	1	SO
Keyboards		3/20/2018	20	SO
Desk assembly		3/20/2018	1	SO
A/C adapter		3/20/2018	1	SO
D/C adapter		3/20/2018	1	SO
Telephone cords		3/20/2018	4	SO
Computer mount		3/20/2018	1	SO
Surge protectors		3/20/2018	7	SO
Computer mice		3/20/2018	23	SO
Tripp lite electric outlet		3/20/2018	1	SO
Harmon speakers		3/20/2018	4	SO
Dell speakers		3/20/2018	1	SO
Black pentax case		3/20/2018	1	SO
Black pentax battery charger		3/20/2018	1	SO
Pentex paperwork		3/20/2018	1	SO
Clipboards		3/20/2018	4	SO
Black uncle Mike's gun case		3/20/2018	1	SO
Northwest trails suitcase		3/20/2018	1	SO
Xtreme gear		3/20/2018	3	SO
Zylux acoustic speaker		3/20/2018	1	SO
Seagate back-ups		3/20/2018	2	SO
VHS recorder		3/20/2018	1	SO
Phones		3/20/2018	3	SO
DVD player		3/20/2018	2	SO
Docking station		3/20/2018	1	SO
Philips AED		3/20/2018	1	SO
Blue/Yellow cardiac science AED		3/20/2018	1	SO
Cameras		3/20/2018	14	SO
Blue/Silver scale		3/20/2018	1	SO
Streamlight Flashlights		3/20/2018	17	SO

Cobra handheld radio	3/20/2018	2	SO
Folding tables	3/20/2018	2	SO
Paper cutter	3/20/2018	1	CC
2 Hole Punch	3/20/2018	2	CC
Cable Trays	3/20/2018	Lot	Facilities
17in monitors	3/20/2018	8	CA
19in monitors	3/20/2018	8	CA
20in monitor	3/20/2018	1	CA
Black table	3/20/2018	1	SO
Black wood chairs	3/20/2018	3	SO
Wood storage cabinet	3/20/2018	1	SO
Firecomm Switch Module	3/20/2018	5	OEM
Firecom headsets	3/20/2018	5	OEM
Firecomm Appartus Intercomm 3000C	3/20/2018	2	OEM
HP Laserjet 4600DN	3/20/2018	1	OEM
Firecomm Intercomm	3/20/2018	6	OEM
Mobile Radio Interface, EMR1X	3/20/2018	6	OEM
Remote Head Unit	3/20/2018	3	OEM
Monitor	3/20/2018	42	Health Dist.
CompuAdd 325TX	3/20/2018	1	Health Dist.
Printer	3/20/2018	1	Health Dist.
HP Printer-PTR 61	3/20/2018	1	Const. #3
Brother Typewriter	3/20/2018	1	Const. #3
Epson Scanner	3/20/2018	1	Const. #3
Dell Monitors	3/20/2018	2	Const. #3
Blue Rolling Chairs	3/20/2018	2	Const. #3
Black Desk Charis	3/20/2018	2	Const. #3
Brother Pocket Jet 3	3/20/2018	1	Const. #3
Dell Wireless Keyboard	3/20/2018	1	Const. #3
HP Printer	3/20/2018	1	Const. #3
Dell Printer 3330	3/20/2018	1	Const. #3
3 Drawer File Cabinet	3/20/2018	1	Const. #3
Dry Erase Board	3/20/2018	1	Const. #3
Officer chairs	3/20/2018	35	Jail
Sanyo Mini Fridge	3/20/2018	1	CSCD
Fridgette mini fridge	3/20/2018	1	CSCD
chest freezer	3/20/2018	1	CSCD
Dell AC Adapter PA	3/20/2018	1	CC#1
Dell laptop bag	3/20/2018	1	CC#1
Avaya IP Telephone 4606	3/20/2018	6	Elections
Avaya IP Telephone 4610	3/20/2018	10	Elections

Monitors	3/20/2018	23	Jail
Computer Mice	3/20/2018	22	Jail
Keyboards	3/20/2018	19	Jail
Earpieces	3/20/2018	12	Jail
Computer speakers	3/20/2018	3	Jail
Dell Color laser printer	3/20/2018	1	Jail
HP 4250 Laserjet printer	3/20/2018	1	Jail
HP Deskjet 895CXI printer	3/20/2018	1	Jail
Brother Intellifax 2920	3/20/2018	1	Jail
Atria 3100 Electocardiogram	3/20/2018	1	Jail
Welch Allen PIC30 Electocardiogram	3/20/2018	1	Jail
APC Battery backup	3/20/2018	1	Jail
Surge protectors	3/20/2018	3	Jail
Tape Dispensers	3/20/2018	8	Jail
Ink Stamps	3/20/2018	6	Jail
Optimus Cassette Recorder	3/20/2018	1	Jail
Lucent Telephones	3/20/2018	2	Jail
Timestamp ribbons	3/20/2018	2	Jail
Sony Handycam DCR-5X45 camera	3/20/2018	2	Jail
Microsoft computer camera	3/20/2018	1	Jail
Garrett Security Scanners	3/20/2018	4	Jail
Clock	3/20/2018	1	Jail
Duty Gear	3/20/2018	55	Jail
Ties	3/20/2018	3	Jail
Tactical Pants	3/20/2018	209	Jail
Tactical S/S Shirts	3/20/2018	72	Jail
Tactical L/S Shirts	3/20/2018	24	Jail
Windbreakers	3/20/2018	12	Jail
Class A Pants	3/20/2018	36	Jail
Clerk Shirts	3/20/2018	8	Jail
Ballcaps	3/20/2018	26	Jail
Class A shirts	3/20/2018	12	Jail
Class B shirts	3/20/2018	17	Jail
Medical Shirts	3/20/2018	21	Jail
511 Pants	3/20/2018	201	Jail
Windbreaks	3/20/2018	13	Jail
Pieces of Duty Gear	3/20/2018	45	Jail
Laminator	3/20/2018	1	Jail
Back-up UPS	3/20/2018	3	Jail
Brother Intellifax 2920	3/20/2018	1	Jail
Camera Tripod	3/20/2018	1	Jail

Phones w/red dot	3/20/2018	2	Jail
Canon Printer cartridges	3/20/2018	21	Jail
Stapler	3/20/2018	1	Jail
Mini DVD's	3/20/2018	18	Jail
Camcorder battery	3/20/2018	1	Jail
Shake down Mirror	3/20/2018	1	Jail
Keyboards	3/20/2018	6	Jail
Mice	3/20/2018	2	Jail
Cart	3/20/2018	1	Jail
Docking station	3/20/2018	1	Jail
Monitors	3/20/2018	3	Maintenance
HP Laserjet 4200	3/20/2018	1	ITS
Monitor and Dock with Stand	3/20/2018	1	ITS
Monitors	3/20/2018	2	ITS
Keyboards	3/20/2018	3	ITS
Box of misc. cables	3/20/2018		ITS
Fujitsu scanner	3/20/2018	1	ITS
Feeder Tray HP 4015	3/20/2018	1	ITS
Video Cards	3/20/2018	10	ITS
Microsoft Lifecam VX-2000	3/20/2018	1	ITS
Soundbar	3/20/2018	1	ITS

**Commissioners Court - Regular Session****66.****Meeting Date:** 03/20/2018

Asset Transfer Monthly Report 3/20/2018

**Submitted By:** Jayme Jasso, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through inter-departmental transfer for the period of 2/8/2018 through 3/14/2018.

**Background**

Please see the attached list which shows all assets for inter-departmental transfers approved by Purchasing from 2/8/18 through 3/14/18.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Transfer Monthly

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**Form Review****Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Jayme Jasso  
Final Approval Date: 03/15/2018

**Reviewed By**

Randy Barker  
Wendy Coco

**Date**

03/15/2018 10:16 AM  
03/15/2018 11:21 AM  
Started On: 03/13/2018 10:54 AM

Item	Serial Number	Court date	Quantity	Dept.
Small white table		3/20/2018	1	TO URS
Chairs		3/20/2018	2	Parks
Desk		3/20/2018	1	Parks
Bookshelf		3/20/2018	1	Parks
Commerical AC Unit		3/20/2018	1	TO Parks
Optiplex 7040		3/20/2018	3	TO ITS
Monitor		3/20/2018	3	TO ITS
Optiplex 7040		3/20/2018	1	TO 26th Dist.

**Commissioners Court - Regular Session****67.****Meeting Date:** 03/20/2018

Asset Destruction Monthly Report 3/20/2018

**Submitted By:** Jayme Jasso, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through destruction for the period of 2/8/2018 through 3/14/2018.

**Background**

Please see the attached list which shows all assets for destruction approved by Purchasing from 2/8/18 through 3/14/18.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Destruction monthly

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**Form Review****Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Jayme Jasso  
Final Approval Date: 03/15/2018

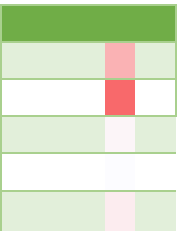
**Reviewed By**

Randy Barker  
Wendy Coco

**Date**

03/15/2018 10:17 AM  
03/15/2018 11:21 AM  
Started On: 03/13/2018 11:00 AM

Item	Serial Number	Court date	Quantity	Dept.
Inmate Clothing		3/20/2018	345	Jail
Inmate Shoes		3/20/2018	633	Jail
Inmate towels		3/20/2018	79	Jail
Inmate blankets		3/20/2018	48	Jail
Inmate Mattress Covers		3/20/2018	112	Jail



**Commissioners Court - Regular Session****68.****Meeting Date:** 03/20/2018

Auto-Chlor Agreement for Wilco Jail

**Submitted For:** Randy Barker**Submitted By:** Melissa Gurka, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate on approving lease agreement between Auto-Chlor System and Williamson County for the lease of an AutoChlor AC44 Dishwasher with included supplies, service and chemicals to support the operations of the Williamson County Jail and authorizing execution of the agreement.

**Background**

The attached agreement is a 5-year lease which can be terminated at any time with 90 day written notice as agreed in the addendum. The total monthly cost of this agreement will be \$325 which includes the machine, supplies, any service/maintenance and plus the cost of any chemicals used (currently estimated at \$500). The expenditure will be charged to 01.0100.0570.004623. Funding was approved in the FY18 budget.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Auto-Chlor Addendum

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**Form Review****Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Melissa Gurka  
Final Approval Date: 03/14/2018

**Reviewed By**

Randy Barker  
Rebecca Clemons

**Date**

03/13/2018 03:28 PM  
03/14/2018 09:36 AM  
Started On: 02/22/2018 10:28 AM



## STANDARD DISHWASHING MACHINE AGREEMENT

AGREEMENT, made this 30<sup>th</sup> day of January 2018, between AUTO-CHLOR SYSTEM ("Auto-Chlor") and Williamson County, (check one: a        proprietorship, a        partnership, a        corporation), which has its principal office located at 508 South Rock street Georgetown, Texas 78626 ("Customer").

Auto-Chlor, by its acceptance hereof, hereby agrees to provide to Customer the following-described equipment (the "Equipment"), cleaning agents and services, all in accordance with the terms and conditions hereof and other related contract exhibits or attachments that may apply.

**I. EQUIPMENT:** Auto-Chlor will provide the following equipment:

	MAKE	MODEL	SERIAL NUMBER
DISH MACHINE (1)	<u>Auto Chlor</u>	<u>AC 44 Conveyor</u>	
DISH MACHINE (2)			
DISPENSING EQUIPMENT			
OTHER EQUIPMENT			

Auto-Chlor will provide all necessary parts and service to maintain the Equipment in satisfactory working condition. Auto-Chlor will also provide all detergent, rinse aid, and sanitizing solution necessary for operation of the dish machine provided a rack charge rate is used as discussed in Section II D below. Any excess detergent, rinse aid and sanitizing solution used will be charged to the customer at current prices.

**II. PAYMENTS:** Customer agrees to pay Auto-Chlor the following sums:

- A. A security deposit of \$ 0, payable upon execution of this Agreement.
- B. A delivery fee of \$ 0 and an initial installation charge of \$ 0, both payable upon execution of this Agreement.
- C. A base fee of \$ 225.00 payable in advance of each twenty eight day (28) service period. The first period's payment is due upon execution of the Agreement. Thereafter the payment is payable in advance at the beginning of each service period.
- D. A rack charge of N/A ¢ per rack for racks washed in excess of N/A during each twenty-eight (28) day period. Payments shall be based upon a counter attached to the machine and shall be due upon receipt of invoices.
- E. All applicable sales and personal property taxes levied upon the Equipment and purchases of goods and services. Auto-Chlor shall be reimbursed for any such amounts paid by it on behalf of Customer.
- F. Customer agrees to purchase a minimum of \$ N/A of Auto-Chlor ancillary chemical products during each twenty-eight (28) day service period. Purchases shall be current prices in effect at time of product delivery. Payments shall be due upon receipt of invoices.

**III. TERM OF AGREEMENT:** This agreement shall be for an initial term of 5 year(s) commencing upon the date of delivery of the Equipment and shall be automatically renewed for an additional one (1) year period on each annual anniversary of the date of this Agreement thereafter unless either party gives written notice to the other sixty (60) days prior to the expiration of the initial term or any extension thereof.

**IV. EQUIPMENT LOCATION:** The Equipment will be located at the following address: same

If the equipment is located at other than property owned by Customer, the name and address of the property owner or agent is same

**V. OTHER:** An environmental fee of \$7.50 will be applied once per 28 day period.

THE TERMS ON THIS PAGE AND ON THE REVERSE SIDE HEREOF CONTAIN THE ENTIRE AGREEMENT OF THE PARTIES. SUCH TERMS MAY BE MODIFIED ONLY BY A WRITING SIGNED BY BOTH PARTIES.

AUTO-CHLOR SYSTEM Entity:

#18 Austin  
BY: Jacque Oliver

**FOR OFFICE USE ONLY**

Agreement binding upon Auto-Chlor only upon Acceptance and counter signature by appropriate official at the Company's office.

AUTO-CHLOR SYSTEM Entity:

BY: \_\_\_\_\_  
Authorized Signature Date

CUSTOMER:

BY: \_\_\_\_\_  
(Signature)

(Print Name Signed Above)

Title Date

Telephone number of customer: \_\_\_\_\_

WHITE AND YELLOW COPY TO HOME OFFICE

PINK TO BRANCH

GOLD TO CUSTOMER

## TERMS AND PROVISIONS

1. **Equipment Maintenance:** Auto-Chlor System will provide (a) delivery of the Equipment (as defined on the reverse side) to the installation site, (b) supervision of Equipment installation, and (c) parts and service as necessary to maintain the Equipment under ordinary operating conditions. Customer, at its own expense, shall provide all plumbing and electrical connections, all governmental permits and all sheet metal materials necessary for the installation and operation of the Equipment. Utilities, including sufficient water temperature and pressure and electricity, necessary to operate the Equipment properly shall be the Customer's responsibility. Auto-Chlor System will not be responsible for problems resulting from lack of hot or soft water, equipment abuse, or the failure by Customer to perform minimum cleaning requirements on the Equipment as outlined by Auto-Chlor System. Customer is responsible for the cost of all service calls and replacement parts that result from any abnormal use or misuse of the Equipment, as well as any service calls initiated by Customer that do not relate to proper operation of the Equipment.
2. **Title:** Title to and ownership of the Equipment shall at all times remain solely and exclusively in Auto-Chlor System. Customer acquires no ownership, title or other property rights to or in the Equipment, other than the right to use the Equipment as provided in this Agreement. The Equipment shall at all times remain personal property. Customer shall keep the Equipment free from any and all liens, claims and security interests. Customer shall not do or permit any act or thing whereby Auto-Chlor System's title or rights may be encumbered or impaired. Customer hereby appoints Auto-Chlor System as Customer's attorney-in-fact to sign and file on behalf of Customer a standard form of financing statement (e.g. UCC-1). Customer acknowledges that Auto-Chlor System's filing of the same will constitute only notice of this Agreement and shall not be construed as giving Customer any rights to the Equipment except as a lessee as contained herein. Customer shall not permit the removal or defacement of any identifying labels and serial numbers affixed to the Equipment. Customer shall not disconnect or remove the Equipment or any of its components from the location at which it was installed without prior written approval from Auto-Chlor System. Auto-Chlor System and its authorized representatives shall at all times have a right of access to the Equipment for the purpose of providing services required herein and for the purpose of protecting its rights hereunder.
3. **Acceptance:** Customer shall inspect the Equipment thoroughly upon delivery. Absent prompt written notice to Auto-Chlor System to the contrary, the Equipment will be deemed accepted by Customer in good condition.
4. **Warranty:** Except as to title, AUTO-CHLOR SYSTEM MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, AS TO THE FITNESS, QUALITY, DESIGN, CONDITION, CAPACITY, SUITABILITY, MERCHANTABILITY OR PERFORMANCE OF THE EQUIPMENT OR OF ITS MATERIAL OR WORKMANSHIP, IT BEING AGREED THAT THE EQUIPMENT IS LEASED "AS IS" and that all such risks, as between Auto-Chlor System and Customer are to be borne by Customer at Customer's sole risk and expense. Customer agrees not to assert any claim whatsoever against Auto-Chlor System based on any such representation or warranty.
5. **Care:** Customer shall follow all instructions for use of the Equipment specified by Auto-Chlor System; perform minimum cleaning requirements on the Equipment; not change, alter or repair the Equipment without the express consent of Auto-Chlor System; not use any chemicals in operation of the Equipment except those purchased from Auto-Chlor System; and, promptly report to Auto-Chlor System any problems with the Equipment. Customer shall maintain adequate plumbing and drainage for the Equipment. Auto-Chlor System shall not be responsible for unsatisfactory performance of the Equipment caused by insufficient water temperature or pressure, irregular water conditions, improper use of the Equipment, failure to follow operating instructions, abuse to the Equipment and other similar causes unrelated to the Equipment itself. In the event that repair of or service to the Equipment is necessitated by abuse to the Equipment or failure to follow operating instructions or other causes not resulting from normal operation of the Equipment, Customer agrees to pay for all parts, labor and service at then current applicable prices. Upon termination of this Agreement for any reason, the Equipment shall be returned to Auto-Chlor System in good condition, ordinary wear and tear excepted.
6. **Insurance and Liability:** Customer agrees at its own cost and expense to maintain at all times public liability, property damage, fire with extended coverage, theft and comprehensive insurance in an amount satisfactory to Auto-Chlor System, protecting Auto-Chlor System's interest in full. Certificates of such insurance shall be delivered to Auto-Chlor System upon request and shall specify that the policies may not be cancelled without 30 days prior written notice. Customer will be solely liable for, and shall fully indemnify and hold Auto-Chlor System harmless from and against, all liabilities, claims and expenses arising out of Customer's breach of any of the terms and conditions hereof or arising out of the operation or use of the Equipment, including, but not limited to, Worker's Compensation claims, or incurred by reason of the removal and/or disposition of any existing equipment necessary to accommodate the installation of the Equipment, as well as for compliance with any and all federal, state and local laws or ordinances pertaining to use, connection or location of the Equipment. Auto-Chlor System shall not be held liable for any money damages by reason of failure of the Equipment to operate or the faulty operation of the Equipment. Auto-Chlor System shall not be responsible for any direct and/or consequential damages or losses resulting from the use or operation of the Equipment.
7. **Fees:** Security Deposit: Auto-Chlor System reserves the right to adjust all prices during the term of this Agreement upon notice to Customer. In such event, Customer may terminate this Agreement by providing, within thirty (30) days after the effective date of the price adjustment, written notice to Auto-Chlor System to be effective sixty (60) days after the date of notice to Auto-Chlor System. Throughout said notice period Customer shall pay Auto-Chlor System for products and services at the new rate. Customer shall return all empty chemical containers deemed to be returnable to Auto-Chlor System or pay for the same at then current prices. The Security Deposit shall be held by Auto-Chlor System for security for Customer's performance under this Agreement. Should Customer fail to meet its obligations under this Agreement prior to Equipment installation or thereafter, Auto-Chlor System may retain the Security Deposit and seek any other remedies provided by law. Following cancellation of this Agreement at any time by Auto-Chlor System without cause, or by Customer after the expiration date of the Initial Term, Auto-Chlor will refund the Security Deposit to Customer without interest and subject to Auto-Chlor System's right to set off for any sums that may be due to Auto-Chlor System under this Agreement. Customer agrees to pay as additional charges all applicable taxes that may be assessed on the Equipment while in Customer's possession.
8. **Termination:** Any outstanding obligations of Customer shall survive expiration or any termination of this Agreement, regardless of the cause therefore.
- 8A. **Termination by Auto-Chlor System.** In the event of termination due to any default by Customer, Customer shall be responsible for all costs associated with disconnection and removal of the Equipment. Customer shall pay all costs incurred by Auto-Chlor System, including reasonable attorney's fees, to enforce any portion of this Agreement or to regain possession of the Equipment. Auto-Chlor System shall have the right to immediate possession of the Equipment (a) upon expiration of the initial Term or any renewal term, or (b) upon non-payment of any amounts due and owing Auto-Chlor System, or (c) in the event of a default by Customer in performance of any of Customer's obligations contained herein [other than non-payment of monies due and owing Auto-Chlor System], provided Customer has received written notice of the default and has failed to cure said default within thirty (30) days following receipt of said notice or (d) if Customer is a voluntary or involuntary party to any proceeding under the Federal bankruptcy laws or any state insolvency laws, or (e) if Customer makes an assignment for the benefit of its creditors, or (f) if Customer permits or allows the Equipment to be operated contrary to the provisions of this Agreement, (g) upon the termination, cessation or liquidation of Customer's business for any reason whatsoever, or (h) Auto-Chlor System on commercially reasonable grounds deems itself to be insecure with respect to Customer's obligations hereunder. Upon expiration or any termination hereof and regardless of the reason therefore, including without limitation the failure of Customer to pay amounts owed Auto-Chlor System as and when due, Auto-Chlor System shall have the right to enter upon the premises for the purpose of removing the Equipment there from without liability for trespass.
- 8B. **Termination by Customer.** Customer shall have the right to terminate this Agreement only for default by Auto-Chlor System and then only in the event that Auto-Chlor System is given written notice of said default and not less than thirty days to cure said default to the reasonable satisfaction of Customer.
9. **Delinquency:** Auto-Chlor System reserves the right to immediately discontinue service in the event of any default or delinquency.
10. **Force Majeure:** Auto-Chlor System shall not be liable for incidental, consequential or any other damages resulting from any cause beyond the reasonable control of Auto-Chlor System, including but not limited to, acts of God or government, manufacturing delays, strikes, lockouts, accidents, fires or transportation delays.
11. **Assignment:** Customer may not assign this Agreement or the Equipment without the express written approval of Auto-Chlor System. Auto-Chlor System may assign, encumber or grant a security interest in its rights to the Equipment and its interest in this Agreement.
12. **Authority:** Customer represents that it has full right and authority to enter into this Agreement.
13. **Entire Agreement:** This Agreement, including any Riders and Exhibits hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be amended or modified except in writing and signed by the parties. The failure of either party to require performance by the other of any promise contained herein shall not constitute a waiver of that promise, or any other promise contained herein. This Agreement will be binding upon the parties hereto and their respective heirs, successors and assigns.

# Addendum to Auto-Chlor Agreement for Williamson County Jail

## Texas Law Special Provisions

- No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, the Williamson County Commissioners Court, or the Williamson County Judge.
- Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof. In the event of termination, The County will only be liable for their pro rata share of services rendered and goods actually received.
- Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.
- Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.
- Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.
- Right to Audit: AUTO-CHLOR 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 AUTO-CHLOR which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. AUTO-CHLOR agrees that licensee shall have access during normal working hours to all necessary AUTO-CHLOR facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Licensee shall give AUTO-CHLOR reasonable advance notice of intended audits.

## ADDENDUM TO PARAGRAPH 6

**Insurance and Liability:** Customer agrees at its own cost and expense to maintain at all times public liability, property damage, fire with extended coverage, theft and comprehensive insurance in an amount satisfactory to Auto-Chlor System. **To the extent authorized under Texas law**, customer will be solely liable for, and shall fully indemnify and hold Auto-Chlor System harmless from and against, all liabilities, claims and expenses arising out of Customer breach of any of the terms and conditions hereof or arising out of the operation or use of the Equipment, including, but not limited to, Workers Compensation claims, or incurred by reason of the removal and/or disposition of any existing equipment necessary to accommodate the installation of the Equipment, as well as for compliance with any and all federal, state and local laws or ordinances pertaining to use, connection or location of the Equipment.

## CLAUSE TO SECTION 8b

**Non Appropriation Clause:** If, for any fiscal year, funds are not appropriated or defunded for Customer's obligations under this Agreement and such non-appropriation or defunding for this Agreement is memorialized in a Budget Order entered by the Williamson County Commissioners Court, this Agreement shall become void and Customer shall promptly give notice to AUTO-CHLOR of the non-appropriation of funds or defunding.

## ADDENDUM TO SECTION 8b:

**Termination by Customer:** Customer shall have the right to terminate this Agreement only for default by Auto-Chlor System and then only in the event that Auto-Chlor System is given written notice of said default and not less than ninety (90) days to cure said default to the reasonable satisfaction of Customer.

**WILLIAMSON COUNTY:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_, 2017

**SERVICE PROVIDER:**

  
\_\_\_\_\_  
Authorized Signature

  
\_\_\_\_\_  
Printed Name

Date: 2-20, 2017

## Clean Ware and Sanitation Solution



Jackie Oliver  
Account Executive  
16905 Joe Barbee Drive  
Round Rock, TX 78664  
Cell: 512.517.0093  
Jackie.o@acs-llc.net

December 29, 2017

## Total Service. Total Satisfaction.





# The Auto-Chlor System

- ✓ Service
- ✓ Delivery
- ✓ Equipment
- ✓ Chemical
- ✓ Training



**Provide worry free kitchen sanitation to your facility**



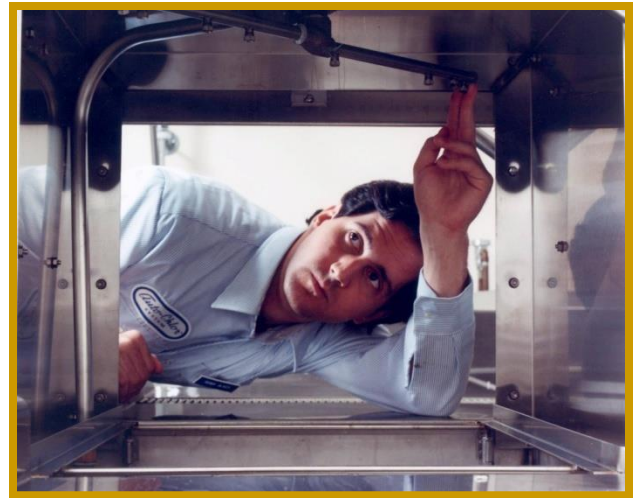
**Auto-Chlor**  
SYSTEM



# 80 Years delivering

## Unmatched Experience and Dedication

- **U.S. leader** in the development and installation of Low Energy and Low Water Dishmachines.
- **Coast-to-coast service network** providing solutions for warewashing, laundry, housekeeping and floorcare
- **Servicing over 70,000 customers** nationwide.



**Auto-Chlor**  
SYSTEM



## THE AUTO-CHLOR FULL SERVICE and SATISFACTION SYSTEM

- **Operational Efficiency & Quality**
- **Scheduled service** program ensures predictability of quality and attention for all your operational needs.
- All Chemicals delivered with scheduled service
- **Local** office, **Local** warehouse, **Local** service TEAM
- Same Day **emergency availability** 24/7/365

**SUPERIOR SERVICE – Routine Maintenance, Delivery, Installation, Inventory Management and Results.**

CONVEYOR	HIGH-SPEED WASH	\$225.00
CHEMICALS	PER 2400 TRAYS + POTS/PANS DAILY	\$500.00
<b>TOTAL EST. MONTHLY COST</b>	<b>MACHINE LEASE+CHEMS</b>	<b>\$725.00</b>

**Energy Efficient Dishmachines**



**Auto-Chlor**  
SYSTEM



# Incentive

Auto-Chlor will provide Williamson County Sherriff's Office with \$225.00 opening credit allowance towards customized dish racks when account and/or five year agreement is implemented.



**Energy Efficient Dishmachines**



**Auto-Chlor**  
SYSTEM

**Commissioners Court - Regular Session****69.****Meeting Date:** 03/20/2018

Karst Mitigation

**Submitted By:** Kerstin Hancock, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on approving an agreement between Dunaway Associates, L.P. and Williamson County for Emergency Structural and Civil Karst Mitigation Services relating to Cave at Cambria Drive, Round Rock, Texas in the not-to-exceed amount of \$65,670, exempting this agreement from competitive requirements as per Texas Local Government Code Discretionary Exemption 262.024.(1), 262.024 (2) and 262.024 (3), and authorizing the execution of the agreement.

**Background**

On Thursday, February 8th, the County was made aware that the roof of an unknown cave under the roadway had collapsed. The cave extends underneath a couple of residential homes. It was necessary to begin environmental and structural mitigation immediately for the health and welfare of residents in this neighborhood. Funding for these services will be provided by 0200-0210-000777 under Project Number 480.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**[Dunaway agreement](#)

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**Form Review****Inbox**

Purchasing (Originator)

Purchasing (Originator)

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Kerstin Hancock

Final Approval Date: 03/08/2018

**Reviewed By**

Kerstin Hancock

Randy Barker

Randy Barker

Wendy Coco

**Date**

03/02/2018 10:33 AM

03/06/2018 01:46 PM

03/06/2018 02:11 PM

03/08/2018 06:37 PM

Started On: 03/02/2018 10:22 AM

**WILLIAMSON COUNTY**  
**CONTRACT FOR ENGINEERING SERVICES**

**FIRM:** Dunaway Associates, L.P., a Texas Limited Partnership acting by and through its General Partner, Dunaway Genpar, LLC ("Engineer")  
**ADDRESS:** 5707 Southwest Parkway, Building 2, Suite 250, Austin, Texas 78735  
**PROJECT:** Structural and Civil Karst Mitigation Relating to the Cave at Cambria Drive, Round, Rock, Texas ("Project")

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

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

**RECITALS:**

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

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

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

**NOW, THEREFORE, WITNESSETH:**

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

**ARTICLE 1**  
**CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS**

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

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

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

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

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

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

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

### **ARTICLE 3** **ENGINEERING SERVICES**

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

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

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

### **ARTICLE 4** **CONTRACT TERM**

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

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

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

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

## **ARTICLE 5**

### **COMPENSATION AND EXPENSES**

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

The maximum amount payable under this Contract, without modification, is **Sixty Five Thousand Six Hundred Seventy Dollars (\$65,670.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

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

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

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

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

## **ARTICLE 6**

### **METHOD OF PAYMENT**

Payments to Engineer shall be made while Engineering Services are in progress. A monthly progress report, as referenced in Article 5 above (in a form acceptable to the County), shall be submitted to Williamson County Department of Infrastructure, to the attention of the Sr. Director of Infrastructure. Such progress report shall provide a summary of the work accomplished during the billing period for each Work Authorization task with an estimated percentage of completion for the task.

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

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

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<sup>a</sup> See also, Art. 32(P) "Termination of Work Authorization".

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

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

## **ARTICLE 7**

### **PROMPT PAYMENT POLICY**

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

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

- A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or
- D. The invoice is not submitted to Williamson County<sup>b</sup> in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

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

## **ARTICLE 8**

### **COMMENCEMENT OF ENGINEERING SERVICES**

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

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<sup>b</sup> See Art. 6, *supra*.

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

## **ARTICLE 9** **PROJECT TEAM**

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

Williamson County Dept. of Infrastructure  
Attn: Director of Road & Bridge  
3151 SE Inner Loop, Suite B  
Georgetown, Texas 78626

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

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

Ross H. Eubanks, PE, SE, Vice President  
Dunaway Associates, L.P.  
5707 Southwest Parkway  
Building 2, Suite 250  
Austin, Texas 78735

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

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

## **ARTICLE 10**

### **PROGRESS EVALUATION**

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

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

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

- A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and
- B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

## **ARTICLE 11**

### **SUSPENSION**

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

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

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

## **ARTICLE 12**

### **ADDITIONAL ENGINEERING SERVICES**

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

## **ARTICLE 13**

### **CHANGES IN COMPLETED ENGINEERING SERVICES**

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

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

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

#### **ARTICLE 14**

#### **CONTRACT AMENDMENTS**

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

#### **ARTICLE 15**

#### **USE OF DOCUMENTS**

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

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

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

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

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

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

## **ARTICLE 16**

### **PERSONNEL, EQUIPMENT AND MATERIAL**

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

**ARTICLE 17**  
**SUBCONTRACTING**

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

**ARTICLE 18**  
**REVIEW OF ENGINEERING SERVICES**

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

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

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

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

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

**D. Errors and Omissions.** After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

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

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

## **ARTICLE 19**

### **VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT**

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

## **ARTICLE 20**

### **TERMINATION**

This Contract may be terminated as set forth below.

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

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

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

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

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

## **ARTICLE 21**

### **COMPLIANCE WITH LAWS**

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

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

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

## **ARTICLE 22**

### **INDEMNIFICATION**

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM AN NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER,

ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

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

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

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

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

**ARTICLE 23**  
**ENGINEER'S RESPONSIBILITIES**

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

**ARTICLE 24**  
**ENGINEER'S SEAL**

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

**ARTICLE 25**  
**INSURANCE**

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

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

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

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

**C. Premiums and Deductible.** Engineer shall be responsible for payment of

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

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

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

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

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

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

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to

receive copies of these certificates of insurance.

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

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

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

With copy to: Williamson County Dept. of Infrastructure  
Attn: Director of Road & Bridge  
3151 SE Inner Loop, Suite B  
Georgetown, Texas 78626

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

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

## **ARTICLE 26**

### **COPYRIGHTS**

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

## **ARTICLE 27**

### **SUCCESSORS AND ASSIGNS**

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

**ARTICLE 28**  
**SEVERABILITY**

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

**ARTICLE 29**  
**PRIOR AGREEMENTS SUPERSEDED**

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

**ARTICLE 30**  
**ENGINEER'S ACCOUNTING RECORDS**

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

**ARTICLE 31**  
**NOTICES**

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

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

With copy to: Williamson County Dept. of Infrastructure  
Attn: Director of Road & Bridge  
3151 SE Inner Loop, Suite B  
Georgetown, Texas 78626

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

**Engineer:** Dunaway Associates, L.P.  
Attn: Ross H. Eubanks, PE, SE, Vice President  
5707 Southwest Parkway  
Building 2, Suite 250  
Austin, Texas 78735

## **ARTICLE 32**

### **GENERAL PROVISIONS**

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

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

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

**D. Standard of Performance.** The standard of care for all professional engineering,

consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

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

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

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

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

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

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

**K. No Waiver of Immunities.** Nothing in this Contract shall be deemed to waive,

modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

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

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

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

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

**P. Termination of Work Authorization.** Should it be determined that the progress in the production of Engineer's services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "C", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed, including potential termination of such Work Authorization by Williamson County. Additionally, if an approved Work Authorization has not been completed by the end of the applicable County fiscal year under this contract and the Williamson County Commissioners Court does not provide for funding through its budgetary oversight for the subsequent County fiscal year, Williamson County reserves the right to terminate such Work Authorization at its

discretion.

### **ARTICLE 33** **DISPUTE RESOLUTION**

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

### **ARTICLE 34** **EQUAL OPPORTUNITY IN EMPLOYMENT**

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

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

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

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

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

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

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

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

#### **SIGNATORY WARRANTY**

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

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

WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

Williamson County, Texas

By: \_\_\_\_\_  
Dan A. Gattis, County Judge

Date: \_\_\_\_\_, 20\_\_\_\_

ENGINEER

Dunaway Associates, L.P., a Texas Limited Partnership  
acting by and through its General Partner, Dunaway Genpar, LLC

By Ross H. Evbanks

Printed Name: Ross H. Evbanks

Title: VICE PRESIDENT

Date: MARCH 14, 2018

SUBSCRIBED and sworn to before me the undersigned authority by ROSS H. EVBANKS  
the VICE PRESIDENT of ENGINEER, on behalf of said firm.

Dunaway Associates, LP  
Kerry R. Ray  
Notary Public in and for the  
State of Texas



My commission expires: OCT. 4, 2019

**LIST OF EXHIBITS ATTACHED**

- |                      |   |
|----------------------|---|
| (1) <b>Exhibit A</b> | Debarment Certification                       |
| (2) <b>Exhibit B</b> | Engineering Services                          |
| (3) <b>Exhibit C</b> | Work Authorization                            |
| (4) <b>Exhibit D</b> | Rate Schedule                                 |
| (5) <b>Exhibit E</b> | Williamson County Vendor Reimbursement Policy |
| (6) <b>Exhibit F</b> | Certificates of Insurance                     |

**EXHIBIT A  
DEBARMENT CERTIFICATION**

**STATE OF TEXAS**

§

**COUNTY OF WILLIAMSON**

§

§

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

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

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

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

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

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

**Dunaway Associates, L.P., a Texas Limited Partnership  
acting by and through its General Partner,  
Dunaway Genpar, LLC**

Name of Firm



Signature of Certifying Official



Printed Name of Certifying Official



Title of Certifying Official

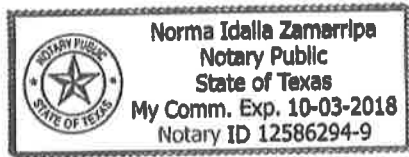


Date

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

\* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Ross Eubanks  
the Vice President of Dunaway Associates, LP, on behalf of  
said firm.



Norma Zamarripa  
Notary Public in and for the  
State of Texas

My commission expires: 10/3/18

## **EXHIBIT B**

### **ENGINEERING SERVICES**

#### **Project Understanding and Approach**

The Scope of Work consists of civil infrastructure repair, structural analysis and mitigation of an undocumented karst feature (void) discovered on 2/7/2018 on Cambrai Drive in Round Rock, Texas. The void is located beneath existing Cambria Dr. and the residential lots extending from the southeast corner of Ephraim Rd. and Cambria Dr. Due to the location and geometry of the void, utility line restraints, and apparent concerns related to public safety; adequate measures shall be taken to structurally mitigate the void within the County ROW, repair the existing roadway, and restore the utility lines to their original condition.

The Project approach follows the task items listed below in the detailed Scope of Work. In addition to the tasks listed herein, Engineer will coordinate the following subconsultants' work on behalf of Williamson County:

- Geotechnical Investigation to obtain in-situ soil/rock material properties
- Surface Elevation Survey to map topography within the roadway and determine cave roof thicknesses in relation to the geological void description and profiles.

#### **DETAILED SCOPE OF WORK**

1. Site Investigation and Stabilization Plan – Engineer will conduct site visits to document the as-is conditions, research the appropriate regulatory approval agency requirements and prepare a site stabilization plan to the County. This exhibit will show an overlay of the extents of the void on an aerial map (as provided in the geologist's report), utility information, extents of demolition to the void opening, and procedure to stabilize and secure the void opening and adjacent areas.
2. Topographical and Right of Way Survey - topographic and right-of-way survey encompassing Ephraim Road and Cambria Drive. Locate and take elevation shots of karst entrance area.
3. Geotechnical Subsurface Exploration –
  - a. Perform a subsurface exploration to core the underlying limestone rock
  - b. Obtain rock recovery and rock quality designation (RQD) information
  - c. Perform unconfined compressive strength testing on five (5) rock cores to 30feet depth collected during the drilling.
4. Coordination with Approval Agencies (Hourly) – Engineer will participate in meetings and conferences to discuss the approach and development of mitigation procedures for the void. Engineer will coordinate with the following agencies:

- Williamson County
- Texas Commission on Environmental Quality (TCEQ)
- Brushy Creek Municipal Utility District (BCMUD)
- Geotechnical Engineering Company
- Licensed Surveyor
- Franchise Utility Companies

In addition, Engineer will respond to comments and requests. Engineer has included the time to make any and all necessary revisions to design plans per regulatory agency code and regulations. Engineer will perform site visits as requested.

5. Construction Documents – Public Improvements – Engineer will prepare construction documents for the public infrastructure repair and structural mitigation procedures for this project. The anticipated repairs consist of the following:
  - a. Replacement of the damaged water line, gas line and storm sewer inlet in Cambria Dr. where the void ceiling collapsed.
  - b. Reconstruction of the roadway, curb and sidewalk improvements in the County ROW.
  - c. Structural mitigation plans, details and procedures to properly close off and seal the void in the County ROW and in accordance with TCEQ requirements.

These construction documents will be signed and sealed by a Registered Professional Engineer licensed in the State of Texas and will be processed with Williamson County for approval and construction. A set of engineering specifications will accompany the construction drawings. A tentative list of drawings required to meet the objectives of this Project are as follows:

Cover Sheet  
 General Notes  
 Existing Site Civil Plan w/ Erosion Control Facilities & Details  
 Final Site Civil Plan  
 Structural Mitigation Plan  
 Utility Details  
 Miscellaneous Details

6. Project Management and Construction Administration Services (Hourly) – Engineer will provide the following services as necessary:
  - a. Submit bid documents and specifications to prequalified contractors (invited by Williamson County) to bid construction documents. Engineer will help manage the procurement of bids and present to Williamson County for selection and approval.
  - b. Review and respond on the County's behalf for site plan submittals related to elements of the design for which Engineer is responsible.
  - c. Review and respond to written Requests for Information from the County's contractor regarding elements of the design for which Engineer is responsible.
  - d. Make site visits, as required, during construction to monitor the progress of construction in accordance with the approved plans and specifications.

Only those services specifically mentioned in the Scope of Work above shall be provided by Engineer.

**ADDITIONAL SERVICES (not included in the Scope of Work)**

The following is a list of services not included in the Scope of Work. If the County determines any of these services are necessary to the Project, Engineer and County shall execute a contract modification setting out a description of the Additional Services, fees for such services and a schedule for performing the Additional Services.

1. Design of franchise utilities (gas, electric, telephone and cable TV) will be conducted by the franchise utility companies. Usually, each franchise utility company will provide its own design. If desired, Engineer will show the conduit for each of these on our drawings provided that the size, number and material for each conduit is provided to Engineer by the utility company.
2. Redesign efforts related to site plan changes after significant design efforts have begun or redesign efforts to meet construction budgets are not included.
3. Surveying services such as boundary, tree, and as-built surveys and easements by separate instrument are not included unless specifically mentioned in the Scope of Work.
4. Soil Investigation/Laboratory Testing – Engineer recommends that the County retain an independent laboratory for use in any testing required during the design phase, i.e., for density approval in the street rights-of-way, and for any site excavation and embankment that might be required for this Project.
5. Construction testing services are not included; however, Engineer recommends that the County retain a geotechnical engineering consultant to provide construction testing services.
6. Sanitary sewer design and maintenance services will not be included in the Scope of Services.
7. All civil work within the Scope of Work is limited to the public Right-of-Way.
8. Water profile design is not included in the Scope of Services.
9. Traffic control plan and details will not be included as part of this Project's Scope of Work.
10. Additional karst features beyond geologic study dated: February 19, 2018.
11. Contract amendments by contractor are not included in the Scope of Work.

## EXHIBIT C

### WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. \_\_\_\_\_  
PROJECT: \_\_\_\_\_

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated \_\_\_\_\_, 20\_\_\_\_ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Dunaway Associates, L.P., a Texas Limited Partnership acting by and through its General Partner, Dunaway Genpar, LLC (the "Engineer").

Part 1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

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

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

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

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

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

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

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ENGINEER:

Dunaway Associates, L.P.,  
a Texas Limited Partnership  
acting by and through its  
General Partner, Dunaway  
Genpar, LLC

By: \_\_\_\_\_

Signature

ROSS H. EUBANKS

Printed Name

VICE PRESIDENT

Title

COUNTY:

Williamson County, Texas

By: \_\_\_\_\_

Signature

Printed Name

Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

## EXHIBIT D

### RATE SCHEDULE

#### 2018 STANDARD HOURLY BILL RATE SCHEDULE

##### STAFF TYPE HOURLY BILL RATE

Administrative .....	\$ 85.00 - \$154.00
Department Directors .....	\$145.00 - \$286.00
Information Systems .....	\$ 95.00 - \$105.00
Marketing/Business Development .....	\$105.00 - \$149.00
Financial .....	\$120.00 - \$275.00
Civil Technician .....	\$ 87.00 - \$132.00
Civil Designer .....	\$115.00 - \$143.00
Graduate Engineer .....	\$115.00 - \$132.00
Project Engineer .....	\$135.00 - \$176.00
Assistant Project Manager .....	\$140.00 - \$154.00
Project Manager .....	\$155.00 - \$204.00
Field Manager/Chief of Parties .....	\$120.00 - \$176.00
Survey Project Manager .....	\$135.00 - \$187.00
Senior Project Surveyor .....	\$150.00 - \$165.00
Survey Party Chief .....	\$120.00 - \$149.00
Survey Technician .....	\$ 90.00 - \$121.00
Survey Field Assistant .....	\$ 60.00 - \$ 66.00
GIS .....	\$ 95.00 - \$171.00
PLA Technician .....	\$ 80.00 - \$116.00
Sr. Land Planner.....	\$185.00 - \$204.00
Graduate Landscape Architect .....	\$ 95.00 - \$105.00
Landscape Architect .....	\$110.00 - \$209.00
Planner .....	\$100.00 - \$149.00
Construction Administrator .....	\$125.00 - \$138.00
Environmental Scientist .....	\$105.00 - \$154.00
Intern .....	\$ 75.00 - \$ 83.00
Senior Technical Expert .....	\$190.00 - \$209.00
Principal .....	\$190.00 - \$315.00
President .....	\$500.00

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

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

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

## **EXHIBIT E**

### **Williamson County Vendor Reimbursement Policy**

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

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

#### **1. Invoices and Affidavits**

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

## **2. Travel Reimbursement**

- 2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.
- 2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.
- 2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.
- 2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.
- 2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).
- 2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.
- 2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.
- 2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.
- 2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).
- 2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.
- 2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.
- 2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

### **3. Meals**

- 3.1 Meal reimbursements are limited to a maximum of \$50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of \$20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.
- 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
- 3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.
- 3.4 County will not reimburse for alcoholic beverages.
- 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance
- 3.6 No meals purchased for entertainment purposes will be allowed.
- 3.7 Meal reimbursement must be substantiated with a hotel receipt.

### **4. Lodging**

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

### **5. Airfare**

- 5.1 The County will only reimburse up to a coach price fare for air travel.
- 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
- 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

- 5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
- 5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

## **6. Car Rental**

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

## **7. Personal Car Usage**

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

- 7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
- 7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
- 7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.
- 7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

## **8. Other Expenses**

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

## **9. Repayment of Nonreimbursable Expense.**

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

## **10. Non-Reimbursable Expenses**

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

- 10.1 Alcoholic beverages/tobacco products
- 10.2 Personal phone calls
- 10.3 Laundry service
- 10.4 Valet service (excludes hotel valet)
- 10.5 Movie rentals
- 10.6 Damage to personal items
- 10.7 Flowers/plants
- 10.8 Greeting cards
- 10.9 Fines and/or penalties
- 10.10 Entertainment, personal clothing, personal sundries and services
- 10.11 Transportation/mileage to places of entertainment or similar personal activities
- 10.12 Upgrades to airfare, hotel and/or car rental

- 10.13 Airport parking above the most affordable rate available
- 10.14 Excessive weight baggage fees or cost associated with more than two airline bags
- 10.15 Auto repairs
- 10.16 Babysitter fees, kennel costs, pet or house-sitting fees
- 10.17 Saunas, massages or exercise facilities
- 10.18 Credit card delinquency fees or service fees
- 10.19 Doctor bills, prescription and other medical services
- 10.20 Hand tools
- 10.21 Safety Equipment (hard hats, safety vests, etc.)
- 10.22 Office Supplies
- 10.23 Lifetime memberships to any association
- 10.24 Donations to other entities
- 10.25 Any items that could be construed as campaigning
- 10.26 Community outreach items exceeding \$2 per item
- 10.27 Technology Fees
- 10.28 Sales tax on goods purchased
- 10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

**EXHIBIT F**

**CERTIFICATES OF INSURANCE**

**ATTACHED BEHIND THIS PAGE**

**Commissioners Court - Regular Session****70.****Meeting Date:** 03/20/2018

Marathon Fitness equipment for SOTC

**Submitted For:** Randy Barker**Submitted By:** Randy Barker, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on approving an increase of \$6,344.83 to the prior approved amount of \$101,143.68 for the purchase of gym equipment from Marathon Fitness for the new Sheriff's Office Training Facility, resulting in a total amount of \$107,488.51, pursuant to BuyBoard contract # 502-16.

**Background**

Court previously approved award in the amount of \$101,143.68 for Agenda Item 43 on 2/27/18. Prior to issuance of a purchase order, it was discovered that the proposal amount on file with Marathon Fitness was greater than what had been presented to Court. Purchasing staff worked to find the discrepancies and discovered there were items added after the initial quote that was presented on the agenda. However, we were not able to find everything that was causing a price difference & Marathon Fitness was contacted for clarification. Marathon Fitness has confirmed that the price differences were due to both additional items being added and incorrect calculations on the part of the vendor (email attached). The amount being submitted today has been confirmed with all parties (SO and Marathon Fitness) as complete and all inclusive. Funding for this purchase will be from P323 Project Funds.

---

**Fiscal Impact**

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

**Attachments**[Marathon Fitness revised proposal](#)[Email communications](#)

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Randy Barker

Final Approval Date: 03/08/2018

**Reviewed By**

Wendy Coco

**Date**

03/08/2018 06:38 PM

Started On: 03/08/2018 08:47 AM

**Marathon Fitness™***Fitness Center Specialists*

## Marathon Fitness

www.MarathonFitness.com  
P.O. Box 17705  
Sugar Land, TX 77496  
Tel:(800) 391-9496 Fax:(888) 240-9360

## Sales Proposal

<b>Date</b> Mar 2, 2018	<b>Page</b> Page 1 of 6
<b>Proposal Number</b> QT0014297	

**Bill To:**

Williamson County Sheriff's Office  
Training Division  
107 Holly Street  
Georgetown, TX 78626

**Ship To:**

Williamson County Sheriff's Office  
Training Division  
107 Holly Street  
Georgetown, TX 78626

Salesperson		Proposal Valid Until		Terms	
Demariee Anderson		5/1/2018		Net 30	
Qty.	Item Number	Description	Unit Retail	Sales Price	Extended Price
1	TRM 835 V2	Precor 835 TRM Treadmill, 120v - P30 Console, Version 2	\$ 8,755.00	\$ 6,128.50	\$ 6,128.50
1	RBK 835	Precor 835 RBK Recumbent Bike, P30 Console	\$ 4,175.00	\$ 2,922.50	\$ 2,922.50
1	AMT 835 - OS	Precor 835 AMT- Adaptive Motion Trainer with Open Stride - P30 Console	\$ 8,895.00	\$ 6,226.50	\$ 6,226.50
5	2711-US	Concept2 Model D Indoor Rower with PM5(Light Grey)** 3 for defensive tactics area	\$ 1,200.00	\$ 900.00	\$ 4,500.00
1	9-5250-8G-LCD	8-Series Gauntlet w/LCD Display (no TV)**	\$ 7,995.00	\$ 5,996.25	\$ 5,996.25
1	CW2222	Precor 6 Stack Modular: Assist Chin/Dip, Pulldown, Longpull, Cable Crossover, Adjustable Hi/Low Pulley	\$ 16,680.00	\$ 13,010.40	\$ 13,010.40
1	PWDPL0540	Precor Plate Loaded Chest Press	\$ 2,750.00	\$ 2,106.00	\$ 2,106.00
1	PWDPL0311	Precor Incline Lever Row	\$ 1,480.00	\$ 1,131.00	\$ 1,131.00
1	PWDBR0611	Precor Half Rack	\$ 2,400.00	\$ 1,872.00	\$ 1,872.00
1	PWDPL802	Precor Smith Machine	\$ 4,300.00	\$ 3,276.00	\$ 3,276.00
2	PWDBR0812	Precor Dumbbell Rack - 2 Tier, 10 Pairs	\$ 1,150.00	\$ 897.00	\$ 1,794.00
2	PWDBR0119	Precor Multi-Adjustable Bench	\$ 1,150.00	\$ 897.00	\$ 1,794.00
1	PWDBR0808	Precor Barbell Rack - 10 Bars	\$ 1,250.00	\$ 975.00	\$ 975.00
1	PWDBR0818	Precor Handle Rack	\$ 820.00	\$ 639.60	\$ 639.60
1	PWDBR0116	Precor Multi Purpose Bench	\$ 540.00	\$ 421.20	\$ 421.20
1	TSD-005-050U	Troy 12 sided Urethane Dumbbells 5-50 lbs	\$ 3,950.00	\$ 3,357.50	\$ 3,357.50
1	TSD-055-075U	Troy 12 sided Urethane Dumbbells 55-75 lbs	\$ 3,250.00	\$ 2,762.50	\$ 2,762.50
1	TSD-080-100U	Troy 12 sided Urethane Dumbbells 80-100 lbs	\$ 4,500.00	\$ 3,825.00	\$ 3,825.00

*Quotation continued on next page ...*

**Marathon Fitness™***Fitness Center Specialists*

## Marathon Fitness

www.MarathonFitness.com  
P.O. Box 17705  
Sugar Land, TX 77496  
Tel:(800) 391-9496 Fax:(888) 240-9360

## Sales Proposal

<b>Date</b> Mar 2, 2018	<b>Page</b> Page 2 of 6
<b>Proposal Number</b> QT0014297	

**Bill To:**

Williamson County Sheriff's Office  
Training Division  
107 Holly Street  
Georgetown, TX 78626

**Ship To:**

Williamson County Sheriff's Office  
Training Division  
107 Holly Street  
Georgetown, TX 78626

Salesperson		Proposal Valid Until		Terms	
Demariee Anderson		5/1/2018		Net 30	
Qty.	Item Number	Description	Unit Retail	Sales Price	Extended Price
12	GO-045U	Troy 45 lb Urethane Encased Olympic "Inter-locking" Plate	\$ 161.10	\$ 136.94	\$ 1,643.22
12	GO-035U	Troy 35 lb Urethane Encased Olympic "Inter-locking" Plate	\$ 125.30	\$ 106.51	\$ 1,278.06
12	GO-025U	Troy 25 lb Urethane Encased Olympic "Inter-locking" Plate	\$ 89.50	\$ 76.08	\$ 912.90
12	GO-010U	Troy 10 lb Urethane Encased Olympic "Inter-locking" Plate (Does not have Grips)	\$ 35.80	\$ 30.43	\$ 365.16
12	GO-005U	Troy 5 lb Urethane Encased Olympic "Inter-locking" Plate (Does not have Grips)	\$ 22.90	\$ 19.47	\$ 233.58
6	GO-002U	Troy 2.5 lb Urethane Encased Olympic "Inter-locking" Plate(Does not have Grips)	\$ 16.50	\$ 14.03	\$ 84.15
1	TZB-020U	Troy 12 sided Solid Urethane Curl Barbells 20lbs	\$ 120.00	\$ 102.00	\$ 102.00
1	TZB-030U	Troy 12 sided Solid Urethane Curl Barbells 30lbs	\$ 182.00	\$ 154.70	\$ 154.70
1	TZB-040U	Troy 12 sided Solid Urethane Curl Barbells 40lbs	\$ 244.00	\$ 207.40	\$ 207.40
1	TZB-050U	Troy 12 sided Solid Urethane Curl Barbells 50lbs	\$ 304.00	\$ 258.40	\$ 258.40
1	TZB-060U	Troy 12 sided Solid Urethane Curl Barbells 60lbs	\$ 366.00	\$ 311.10	\$ 311.10
1	TSB-020U	Troy 12 sided Solid Urethane Straight Barbells 20lbs	\$ 120.00	\$ 102.00	\$ 102.00
1	TSB-030U	Troy 12 sided Solid Urethane Straight Barbells 30lbs	\$ 182.00	\$ 154.70	\$ 154.70
1	TSB-040U	Troy 12 sided Solid Urethane Straight Barbells 40lbs	\$ 244.00	\$ 207.40	\$ 207.40
1	TSB-050U	Troy 12 sided Solid Urethane Straight Barbells 50lbs	\$ 304.00	\$ 258.40	\$ 258.40
1	TSB-060U	Troy 12 sided Solid Urethane Straight Barbells 60lbs	\$ 366.00	\$ 311.10	\$ 311.10
1	GTVB-R	Troy Triceps Pressdown V Bar W/ Rubber Grips	\$ 36.00	\$ 30.60	\$ 30.60

*Quotation continued on next page ...*

**Marathon Fitness™***Fitness Center Specialists*

## Marathon Fitness

www.MarathonFitness.com  
P.O. Box 17705  
Sugar Land, TX 77496  
Tel:(800) 391-9496 Fax:(888) 240-9360

## Sales Proposal

<b>Date</b> Mar 2, 2018	<b>Page</b> Page 3 of 6
<b>Proposal Number</b> QT0014297	

**Bill To:**

Williamson County Sheriff's Office  
Training Division  
107 Holly Street  
Georgetown, TX 78626

**Ship To:**

Williamson County Sheriff's Office  
Training Division  
107 Holly Street  
Georgetown, TX 78626

Salesperson		Proposal Valid Until		Terms	
Demariee Anderson		5/1/2018		Net 30	
Qty.	Item Number	Description	Unit Retail	Sales Price	Extended Price
1	GSB-20SR	Troy 20" Economy Straight Bar W/ Swivel And Rubber Grips	\$ 46.00	\$ 39.10	\$ 39.10
1	GCT-R	Troy Chinning Triangle with Rubber Grip	\$ 36.00	\$ 30.60	\$ 30.60
1	ATR-36	Troy Tricep rope w/solid rubber ends - black.	\$ 40.00	\$ 34.00	\$ 34.00
1	GCB-28SR	Troy 28" Economy Curl Bar W/ Swivel And Rubber Grips	\$ 46.00	\$ 39.10	\$ 39.10
1	MISC	Troy Revolving Stirrup Handle w/ Rubber Grip Solid (TCCH-R)	\$ 46.00	\$ 39.10	\$ 39.10
1	GOB-1800	Troy 7' Olympic Lift Bar. 7 foot 44lb 1200lb test 220,000 psi	\$ 277.00	\$ 235.45	\$ 235.45
1	TOZC-1/2G	Troy Olympic Spring Collars w/Grips	\$ 11.50	\$ 9.78	\$ 9.78
2	CKB-010	Troy VTX Rubber Kettlebell 10lb	\$ 26.00	\$ 22.10	\$ 44.20
2	CKB-020	Troy VTX Rubber Kettlebell 20lb	\$ 52.00	\$ 44.20	\$ 88.40
2	CKB-030	Troy VTX Rubber Kettlebell 30lb	\$ 78.00	\$ 66.30	\$ 132.60
2	CKB-040	Troy VTX Rubber Kettlebell 40lb	\$ 104.00	\$ 88.40	\$ 176.80
2	CKB-050	Troy VTX Rubber Kettlebell 50lb	\$ 130.00	\$ 110.50	\$ 221.00
1	MISC EQUIPMENT	Troy Custom LOGO on Free Weights Troy Custom LOGO on Dumbbells, Plates, Barbells. NOTE: 12 Week Lead Time for Custom Logo. Lead Times will vary depending on when order is placed.	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
1	FREIGHT	Freight	\$ 5,550.00	\$ 5,550.00	\$ 5,550.00
1	EQUIP INSTALL	Equipment Installation	\$ 1,675.00	\$ 1,675.00	\$ 1,675.00

*Quotation continued on next page ...*

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## Sales Proposal

<b>Date</b> Mar 2, 2018	<b>Page</b> Page 4 of 6
<b>Proposal Number</b> QT0014297	

**Bill To:**

Williamson County Sheriff's Office  
Training Division  
107 Holly Street  
Georgetown, TX 78626

**Ship To:**

Williamson County Sheriff's Office  
Training Division  
107 Holly Street  
Georgetown, TX 78626

Salesperson		Proposal Valid Until		Terms	
Demariee Anderson		5/1/2018		Net 30	
Qty.	Item Number	Description	Unit Retail	Sales Price	Extended Price
	NOTE	Functional Training System FRAME			
8	OCF001	Escape Frame Leg Type 1	\$ 775.00	\$ 620.00	\$ 4,960.00
2	OCF102	Escape Cross Beam - Short	\$ 190.00	\$ 152.00	\$ 304.00
4	OCF103	Escape Cross Beam Angle	\$ 215.00	\$ 172.00	\$ 688.00
2	OCF104	Escape Cross Beam - Long	\$ 375.00	\$ 300.00	\$ 600.00
1	OCA006	Escape Wing Attachment Short	\$ 680.00	\$ 544.00	\$ 544.00
6	OCA001	Escape Monkey Bars (Each)	\$ 255.00	\$ 204.00	\$ 1,224.00
2	OCA019	Escape Catch Rack Set Pair	\$ 730.00	\$ 584.00	\$ 1,168.00
4	OCA018	Escape Adjuster Teeth	\$ 295.00	\$ 236.00	\$ 944.00
2	OCA053	Escape Extended Catch Rack Pair Standard	\$ 775.00	\$ 620.00	\$ 1,240.00
4	OCA002	Escape Weight Horn	\$ 215.00	\$ 172.00	\$ 688.00
2	OCA003	Escape Battle Rope Eye	\$ 130.00	\$ 104.00	\$ 208.00
2	OCA004	Escape Torso Trainer	\$ 635.00	\$ 508.00	\$ 1,016.00
2	OCA016	Escape Fixed Dip Station	\$ 505.00	\$ 404.00	\$ 808.00
1	OCA005	Escape Raised Pull up Bar	\$ 225.00	\$ 180.00	\$ 180.00
2	OCA012	Escape Rope Pulley Mount Arm	\$ 305.00	\$ 244.00	\$ 488.00
2	OCA015	Escape Rope Pulley Unit (Excludes Mounting Arm)	\$ 2,825.00	\$ 2,260.00	\$ 4,520.00
1	OCA051	Escape Probounder unit Octagon	\$ 495.00	\$ 396.00	\$ 396.00
1	OCA052	Escape Probounder Short Adjuster Rail	\$ 105.00	\$ 84.00	\$ 84.00
1	OCE017	Escape Octagon Leg Mount Target	\$ 620.00	\$ 496.00	\$ 496.00

*Quotation continued on next page ...*

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## Sales Proposal

<b>Date</b> Mar 2, 2018	<b>Page</b> Page 5 of 6
<b>Proposal Number</b> QT0014297	

**Bill To:**

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107 Holly Street  
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**Ship To:**

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Training Division  
107 Holly Street  
Georgetown, TX 78626

Salesperson		Proposal Valid Until		Terms	
Demariee Anderson		5/1/2018		Net 30	
Qty.	Item Number	Description	Unit Retail	Sales Price	Extended Price
1	OCE027	Escape Octagon Anchor Kit 8 Leg	\$ 73.10	\$ 73.10	\$ 73.10
1	OCE011	Escape Tool Kit	\$ 130.00	\$ 130.00	\$ 130.00
1	OCTBOLT	Escape Bolt Pack	\$ 68.00	\$ 68.00	\$ 68.00
	NOTE	Attachements			
2	BR3210	Escape Battle Rope 32mm (1.5") (32' Length) Black (Not Covered)	\$ 290.00	\$ 232.00	\$ 464.00
2	TRXCLUB4	Commercial Suspension Trainer v.4(rubber handles, locking carabiner)	\$ 209.95	\$ 178.46	\$ 356.91
1	WBANDS	Escape Power Band Small - Green	\$ 20.50	\$ 16.40	\$ 16.40
1	WBANDM	Escape Power Band Medium - Blue	\$ 31.00	\$ 24.80	\$ 24.80
1	WBANDL	Escape Power Band Large - Red	\$ 41.00	\$ 32.80	\$ 32.80
5	GOB-1800	Troy 7' Olympic Lift Bar. 7 foot 44lb 1200lb test 220,000 psi	\$ 277.00	\$ 235.45	\$ 1,177.25
5	TOZC-1/2G	Troy Olympic Spring Collars w/Grips	\$ 11.50	\$ 9.78	\$ 48.90
1	XM-4774	UFG Xtreme Monkey Vertical 10 Bar Storage	\$ 144.00	\$ 122.40	\$ 122.40
1	FREIGHT	Freight	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
1	EQUIP INSTALL	Equipment Installation Above Installation rate includes anchoring the above Escape Octagon frame to the floor per the manufacturer's requirements. This service will be provided through Marathon Fitness.	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00

*Quotation continued on next page ...*

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## Sales Proposal

<b>Date</b> Mar 2, 2018	<b>Page</b> Page 6 of 6
<b>Proposal Number</b> QT0014297	

**Bill To:**

Williamson County Sheriff's Office  
Training Division  
107 Holly Street  
Georgetown, TX 78626

**Ship To:**

Williamson County Sheriff's Office  
Training Division  
107 Holly Street  
Georgetown, TX 78626

Salesperson		Proposal Valid Until		Terms	
Demariee Anderson		5/1/2018		Net 30	
Qty.	Item Number	Description	Unit Retail	Sales Price	Extended Price
	NOTE	Escape Frame Lead Time 9-10 Weeks Escape Frame Lead times vary depending on when order is placed.			
	BUY BOARD	BUY BOARD INFORMATION Vendor: Team Marathon Fitness, Address: PO Box 17705, Sugar Land, TX 77496 Phone: (281) 565-2307, Contact: Paul Croegaert, Email: paul@marathonfitness.com Federal ID: 68-05446644, Contract: Athletic, PE & Gym. Supplies H.D. Exercise Eq. & Accessories #502-16, Effective Date: 4/1/2016			
	NOTE	**Items Open Market			

<b>Subtotal</b>	<b>\$ 107,488.51</b>
<b>Sales Tax 0.00%</b>	<b>\$ 0.00</b>

<b>Total</b>	<b>\$ 107,488.51</b>
--------------	----------------------

I accept the terms and conditions of this proposal. Prices are valid for 30 days. Equipment remains the property of Marathon Fitness until paid in full.

Mastercard, American Express, or VISA are accepted and subject to a 3% convenience fee.

Signature: \_\_\_\_\_ PO# \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**DELIVERY INSTRUCTIONS:**

Must arrive by \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Loading Dock: Yes \_\_\_\_ No \_\_\_\_

Elevator: Yes \_\_\_\_ No \_\_\_\_



## Randy Barker

---

**From:** Demariee Anderson <Anderson@MARATHONFITNESS.COM>  
**Sent:** Tuesday, March 06, 2018 10:53 PM  
**To:** Randy Barker  
**Subject:** FW: Quote QT0013075 - Updated Quote  
**Attachments:** Marathon QT0013075 original dated 11.14.17.pdf; WCS - Updated Proposal 11.14.17.pdf; WCS - Revised Proposal.pdf

Hi Randy,

I figured out the difference, I'm not sure how but it looks like you have part of the quote dated 11.14 before it was updated and part after it was updated.

Attached is the updated quote, same date I sent to Aaron.

The "WCS Updated Proposal 11.14.17" with the \$101,143.68 total:

Does not have the AMT and has GSB-20SR and there was a \$1240 error in your favor. A dollar amount was added in notes, so it added in the total but didn't show as a line item.

So doing the math:

\$101,143.68  
+ AMT \$6226.50  
- GSB-20SR \$39.10  
- Error \$1240.00  
= \$106,091.08

The final correct quote is attached "WCS – Revised Proposal" dated 3.2.18 in the amount of \$107,488.51 – this is the correct one that the PO should be written for.

Please let me know if you have questions.

I sincerely apologize for the confusion, there was a lot of back and forth and changes to the quote and I made an error.

Best,

Demariee

---

**From:** Randy Barker [mailto:randy.barker@wilco.org]  
**Sent:** Monday, March 05, 2018 10:27 AM  
**To:** Demariee Anderson  
**Subject:** RE: Quote QT0013075 - Updated Quote

Demariee,

Per our discussion, I have attached the original quote in question. This is the quote that was presented to our Commissioners' Court on 2/27/18. The total amount on the last page is \$101,143.68. That is the amount approved by our Court. However, when I add up each line item I get a total of \$106,091.08 for a difference of \$4,947.40. That is the amount in question that I will need to explain to the Court. Thanks for your help!

Randy Barker, CPPO, CPPB

Purchasing Agent/Director

Williamson County Purchasing Department  
901 South Austin Ave.  
Georgetown, TX 78626  
Phone 512-943-1555  
Fax 512-943-1575

Williamson County Purchasing Department



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---

**From:** Demariee Anderson [<mailto:Anderson@MARATHONFITNESS.COM>]  
**Sent:** Monday, March 05, 2018 10:14 AM  
**To:** Randy Barker <[randy.barker@wilco.org](mailto:randy.barker@wilco.org)>  
**Subject:** FW: Quote QT0013075 - Updated Quote

Hi Randy – I will give you a call but please see attached updated quote sent to Jayme on Friday morning.

---

**From:** Demariee Anderson  
**Sent:** Friday, March 02, 2018 9:14 AM  
**To:** 'Jayme Jasso'  
**Subject:** RE: Quote QT0013075

Good Morning Jayme,

Thank you for catching that. You had us all shaking our heads but we found it, there was a price entered into a note line, so it was adding into the total but it wasn't showing on the line item.

I redid the quote, correcting the mistake and I ran the line items in a spreadsheet and they add up to the quote total.

Sorry about my error, if I can do anything else to assist please let me know.

Have a fantastic day!

Demariee

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**From:** Jayme Jasso [<mailto:jayme.jasso@wilco.org>]  
**Sent:** Thursday, March 01, 2018 11:34 AM  
**To:** Demariee Anderson  
**Subject:** Quote QT0013075

Good Morning,

Back in November we received a quote from you ( QT0013075), after adding up this quote line by line we have discovered the total amount we have and the total amount listed are different. We then got a new quote, I believe Mike gave this to us, and we also discovered the same problem with that quote. Now, on the new quote that was provided a few days ago a couple of items were added to it but the totals still don't match. Can you please explain why the totals don't match the line by line pricing in case there is something we are missing.

Also, Just to double check ourselves we had a team of people working on this to make sure what was found made sense and everyone came up with the same results. Any help you could provide is much appreciated. Thank you in advance.

**Jayme Jasso, CPP ~ Purchasing Specialist III**  
[jayme.jasso@wilco.org](mailto:jayme.jasso@wilco.org) ~ 512-943-1492  
Wilco Purchasing Dept. ~ 512-943-3553

**Commissioners Court - Regular Session****71.****Meeting Date:** 03/20/2018

Awarding RFP 1712-207 Jail Roof

**Submitted For:** Randy Barker**Submitted By:** Thomas Skiles, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on awarding RFP # 1712-207 Roof Reconstruction/Improvements for Jail to the highest scoring proposer L. Wallace Construction Co., Inc. and authorizing execution of the agreement.

**Background**

Purchasing solicited sealed proposals for reconstruction of the roof on the County Jail. 8,593 vendors were notified of the solicitation, 65 vendors viewed the solicitation and 4 vendors responded. After a detailed review of all the responses by the evaluation committee, it was determined that L. Wallace Construction would provide the best value to the County based on their response. During the evaluation it was found that even though all vendors were responsive to our request, some did not provide enough information for the committee to provide them with a score on all criteria. This is reflected on the score sheet by those given a zero on some criteria. Total amount of this contract will be \$894,116.00. Total project time is 120 days from the notice to proceed with substantial completion due in 90 days. Funding source will be 5300.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**[Agreement](#)[Evaluation Sheet](#)

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**Form Review****Inbox**

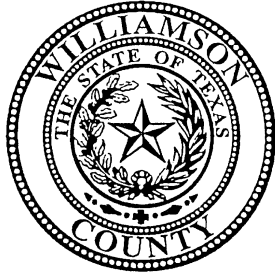
Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Thomas Skiles  
Final Approval Date: 03/14/2018

**Reviewed By**

Randy Barker  
Rebecca Clemons

**Date**

03/13/2018 10:05 AM  
03/14/2018 09:36 AM  
Started On: 03/09/2018 09:12 AM



## Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and L. Wallace Construction Co., 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 RFCSP Solicitation # 1712-207, Roof Reconstruction / Improvements for Jail; 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 Eight Hundred Ninety-Four Thousand One Hundred Sixteen Dollars and Zero Cents (\$894,116.00) 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 RFCSP Solicitation # 1712-207, 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: 90 days from NTP

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 **120 days from NTP**; 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 **Five Hundred Dollars per day (\$500/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 be 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, Contractor 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, its 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 policies. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

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

**8.1.10** The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

## **8.2 INDEMNITY.**

**8.2.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE CONTRACTOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

**8.2.2 INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS.** TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

**8.3** Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

## **ARTICLE 9 BONDS**

**9.1 Performance Bond.** Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

**9.2 Payment Bond.** Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

**9.3 Warranty Bond.** Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

## **ARTICLE 10 TERMINATION**

**10.1 Termination for Cause.** If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

**10.2 Termination for Convenience.** The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

## **ARTICLE 11 MISCELLANEOUS PROVISIONS**

**11.1 Interest and Late Payments.** Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21<sup>st</sup>) 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: \_\_\_\_\_

**Party Representatives**

Owner's Designated Representative ("ODR"):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

**CONTRACTOR:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Contractor's Designated Representative:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

**EVALUATION - Jail Roof Improvements  
RFCSP 1712-207**

<b>Evaluation Criteria</b>	<b>Maximum Score Points</b>		<b>Texas Roofing Company, Inc.</b>	<b>WCR Construction LLC</b>	<b>L. Wallace Construction Co. Inc.</b>	<b>STR Constructors Ltd.</b>	
Qualifications	30		0	0	25	24	
Manufacturer References	20		0	0	10	0	
Project References	20		20	20	20	18	
Price 30 Maximin Points for Pricing X (Lowest Respondent's Price Proposal Amount /Respondent No. X's Price Proposal Amount)	30		28	30	29	27	
<b>TOTAL</b>	<b>100</b>		<b>48</b>	<b>50</b>	<b>84</b>	<b>69</b>	

**Commissioners Court - Regular Session****72.****Meeting Date:** 03/20/2018

First Amended Services Contract for Fire Alarm Monitoring

**Submitted For:** Randy Barker**Submitted By:** Dianne West, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on authorizing the First Amended Contract for Fire Alarm Monitoring with SimplexGrinnell, updating exhibit A-5, and adding exhibits C1-C5, pursuant to TX-MAS-5-03FACO10, with pricing as shown on Exhibits A-5 and C1-C5.

**Background**

The adding of the new facilities onto the existing TX-MAS contract with Simplex/Johnson for fire alarm monitoring is included in the FY18 budget under line item 100-0509-4500.

The SimplexGrinnell contract is for monitoring only as shown on the attachment qty/total on last page entry's. The after-hour section on the signature page is covered under the Convergent contract and does not apply. We have a written statement from the vendor that this is strictly monitoring so the Judge will only sign the first signature blocks.

The Annex Taylor Bldg is the only change per note below:

Also included is an amended price sheet for the Taylor Annex – Exhibit A-5. We have been attempting to get this one monitored as it hasn't been since the building opened and we have run into some issues and are replacing the fire alarm panel. We will be using a cellular dialer so there is an additional fee but they are removing the reprogramming fee (\$160.41) since it will be included in the install of the new panel. Attached is the amended quote.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**First Amended Services Contract for Fire Alarm MonitoringVehicle Inspection MonitoringSheriff's Training Facility MonitoringWireless Communications Bldg MonitoringCity Health Department Bldg MonitoringEMS Training Center MonitoringTaylor Annex Monitoring

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**Form Review****Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Dianne West  
Final Approval Date: 03/15/2018

**Reviewed By**

Randy Barker  
Wendy Coco

**Date**

03/14/2018 01:49 PM  
03/15/2018 08:53 AM  
Started On: 03/09/2018 04:40 PM

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

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**FIRST AMENDED  
SERVICES CONTRACT  
FOR FIRE ALARM MONITORING  
(TX-MAS-5-03FACO10)**

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**Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.**

THIS CONTRACT is made and entered into by and between **Williamson County, Texas (hereinafter "The County")**, a political subdivision of the State of Texas, acting herein by and through its governing body, and **Tyco SimplexGrinnell, (hereinafter "Service Provider")**. The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

**I.**

**Services:** Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

**A. As described in the attached Statement of Work/Quotation(s) (for newly-added buildings), dated January 8, 2018<sup>1</sup> and marked Exhibit(s) "A1-A5" which are incorporated herein as if copied in full;**

**B. As described in the attached Fire Alarm Monitoring Summary (for existing facilities being serviced), dated December 12, 2017 and marked Exhibit "B" which is incorporated herein as if copied in full; and**

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<sup>1</sup> Incorrectly referenced in original contract as December 12, 2017.

**C. As described in the attached Statement of Work/Quotation(s) (for newly-added buildings), un-dated but anticipated to be signed and dated on or about February 27, 2018 and marked Exhibit(s) "C1-C5" which are incorporated herein as if copied in full.**

Should The County choose to add services in addition to those described in Exhibit(s) "A1-A5," "B," and "C1-C5," such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

## **II.**

**Effective Date and Term:** This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph X below.

## **III.**

**Consideration and Compensation:** Service Provider will be compensated based as set forth in Exhibit(s) "A1-A5," "B," and "C1-C5." Any changes must be made by a change order or amendment and approved by the Williamson County Commissioners Court. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

## **IV.**

**Insurance:** Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an

occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (including premises, completed operations and contractual)	\$ 500,000	\$ 500,000
Aggregate policy limits:	\$1,000,000	

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

## V.

**Entire Contract & Incorporated Documents:** This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

**A. As described in the attached Statement of Work/Quotation(s), dated**

January 8, 2018<sup>2</sup> and marked as Exhibit "A1-A5" and "B" which are incorporated herein as if copied in full;

B. As described in the attached Statement of Work/Quotation(s) (for newly-added buildings), un-dated but anticipated to be signed and dated on or about February 27, 2018 and marked Exhibit(s) "C1-C5" which are incorporated herein as if copied in full;

C. TX-MAS-5-03FACO10; and

D. Any required insurance certificates evidencing required coverages.

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or incorporated documents.

## VI.

**No Agency Relationship & Indemnification:** It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

## VII.

**INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT

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<sup>2</sup> *Id.*

THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

**INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

#### VIII.

**No Waiver of Sovereign Immunity or Powers:** Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

#### IX.

**Compliance with All Laws:** Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

#### X.

**Termination:** This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof.

#### XI.

**Venue and Applicable Law:** Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

#### XII.

**Severability:** In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this

Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

### XIII.

**Right to Audit:** Service Provider agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that The County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

### XIV.

**Confidentiality:** Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

### XV.

**Good Faith Clause:** Service Provider agrees to act in good faith in the performance of this Contract.

### XVI.

**No Assignment:** Service Provider may not assign this Contract.

### XVIII.

**County Judge or Presiding Officer Authorized to Sign Contract:** The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of The County.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

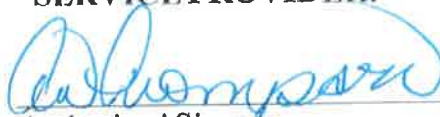
**WILLIAMSON COUNTY:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_, 2018

**SERVICE PROVIDER:**

  
\_\_\_\_\_  
Authorized Signature

  
\_\_\_\_\_  
Printed Name

Date: Feb 02 \_\_\_\_\_, 2018

**Exhibit "A1-A5," "B," and "C"**  
**Statement of Work/Quotation**

Contractor: <b>SimplexGrinnell</b>		SimplexGrinnell TXMAS Schedule										
Sales Representative:		Heather Foster		(District #) 494-019461! Fire Alarm & Suppression Services :				<b>TXMAS-5-03FAC010</b>				
Street:		3101 SE Inner Loop								Fire Alarm Services		
City:		Georgetown										
State:		Texas										
Phone #:												
End-User Facility Name		Vehicle Inspection						<div style="background-color: #cccccc; padding: 5px;"> <b>Full Service Pricing</b>  <b>Includes Annual Inspection</b> </div>				
Address		3181 SE Inner Loop										
Zip Code		78626										
		Enter quantity of each of desired line items below rose colored boxes Total Price will automatically be calculated at botton of sheet.										
<b>LINE ITEMS - Fire Alarm Contract (Conventional) SIN 561-001</b>		<b>Initial Test, Inspect, &amp; Report</b>	<b>Qty</b>	<b>Total Initial Test, Inspect, &amp; Report</b>						<b>Annual Full Maintenance</b>	<b>Qty</b>	<b>Total Annual Full Maintenance</b>
<b>Control Equipment</b>												
Simplex 4004		\$ 160.41		\$ -						\$ 548.00		\$0.00
Simplex 4005		\$ 160.41		\$ -						\$ 543.21		\$0.00
Simplex 4208		\$ 160.41		\$ -						\$ 548.00		\$0.00
Simplex 2001		\$ 160.41		\$ -						\$ 548.00		\$0.00
Simplex 4006		\$ 160.41		\$ -						\$ 522.37		\$0.00
Non-Simplex Fire Alarm Control Panel (Hardwire)		\$ 160.41		\$ -						\$ 882.11		\$0.00
Additional Panel (each)		\$ 76.14		\$ -	For Full Service, must insert panel quantities in lines 13-18.					Test Only See Line 104		
Control Panel Special Systems (ie preaction, CO2, Halon alternative, etc)		\$ 160.41		\$ -						\$ 573.42		\$0.00
Control Panel Central Transmitter		Included								Included		
Central Station Receiver		Included								Included		
Annunciator LED type		\$ 35.53		\$ -						\$ 154.43		\$0.00
Annunciator graphic command center		\$ 76.14		\$ -						Test Only See Line 104		
NAC Power Extender (Includes Battery Testing)		\$ 76.14		\$ -						\$ 152.93		\$0.00
Battery testing - lead acid		Included								Test Only See Line 104		
Battery testing -gel cell		Included								Test Only See Line 104		
Battery testing - Ni-Cad		Included								Test Only See Line 104		
D.A.C.T.		\$ 20.30		\$ -						\$ 71.16		\$0.00
Emergency Telephone		\$ 3.87		\$ -						Test Only See Line 104		
Phone Jacks		\$ 4.06		\$ -						Test Only See Line 104		

LINE ITEMS - Fire Alarm Contract (Conventional) SIN 561-001	Initial Test, Inspect, & Report	Qty	Total Initial Test, Inspect, & Report							Annual Full Maintenance	Qty	Total Annual Full Maintenance
Call-in signal; off-hook indicator	Included									Test Only See Line 104		
Amplifier & tone generators	Included									Test Only See Line 104		
<b>Initiating Devices</b>												
Duct detector Functional Test Only	\$ 20.30		\$ -							\$114.77		\$0.00
Duct detector , Inspection, Cleaning, Sensitivity	\$ 35.53		\$ -							Test Only See Line 104		
Subfloor Detector (Test and Inspect)	\$ 15.23		\$ -							Test Only See Line 104		
Subfloor Detector (Test, Clean and Sensitivity)	\$ 27.41		\$ -							Test Only See		
Heat detector: restorable	\$ 11.17		\$ -							\$37.05		\$0.00
Heat detector: non-restorable	\$ 11.17		\$ -							\$37.05		\$0.00
Smoke detector: photoelectric (Includes Detector Cleaning)	\$ 12.57		\$ -							Test Only See Line 104		
Smoke Detector Test & Inspect	\$ 7.75		\$ -							\$27.20		\$0.00
Smoke detector: beam detection	\$ 42.64		\$ -					For Inspections and Repairs of this device, Lift pricing will be priced separately depending on the device location		\$146.50		\$0.00
Smoke Detector Test/Inspect, Clean, and Sensitivity Testing	\$ 21.32		\$ -							\$67.57		\$0.00
Smoke Detector Sensitivity Report from Panel	\$ 126.90		\$ -							Test Only See Line 104		
Above ceiling grid smoke detector Inspection	\$ 21.32		\$ -							\$64.81		\$0.00
Smoke detector: laser	\$ 40.61		\$ -							Test Only See		
Master Box	\$ 26.40		\$ -							\$171.18		\$0.00
Fire Alarm Box (Manual Pull Station)	\$ 3.87		\$ -							\$14.97		\$0.00
Flame Detector	\$ 40.61		\$ -							\$293.49		\$0.00
Elevator Shunt Trip Test/Per Bank	\$ 21.31		\$ -							Test Only See Line 104		
Vesda Early Detection Device	\$ 42.64		\$ -							\$249.10		\$0.00
Fire Supervisory Signal, Emergency Generator	\$ 3.87		\$ -							Test Only See Line 104		
Fire Supervisory Signal, Air Pressure	\$ 6.60		\$ -							\$24.12		\$0.00
Sprinkler Water Flow Switch Electrical only	\$ 6.60		\$ -							\$25.92		\$0.00
Sprinkler Tamper Switch Electrical only	\$ 6.60		\$ -							\$24.12		\$0.00



[illegible]

If a Reduction is needed, **type** it in here>

Initial Test & Inspect. Sub Total:	\$ 480.21
Difficulty Factor	1.15
Sub Total	\$ 552.25
Spot Reduction	\$ 8.50
Price Reduction	\$ -
<b>Total Initial Test &amp; Inspect</b>	<b>\$ 543.75</b>

If a Reduction is needed, **type** it in here>

Annual Full Maintenance Sub Total:	\$ -
Difficulty Factor	1.15
Sub Total	\$ -
Spot Reduction	\$ -
Price Reduction	\$ 8.50
<b>Total Annual Full Maintenance</b>	<b>\$ -</b>

<b>Zip Code</b>	78626	<b>Normal Business Hours Order Total</b>
<b>End-User Facility Name</b>	Vehicle Inspection	<b>\$ 543.75</b>
<b>Address</b>	Loop	
<b>Normal Business Hours are Monday - Friday 7:00 am to 4:30 pm, excluding holidays</b>		

By signing, customer acknowledges and agrees to the additional terms and conditons below. Simplex Grinnell is not obligated to perform services until signature is obtained.

Customer Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

<b>Zip Code</b>	78626	<b>After Normal Business Hours Order Total</b>
<b>End-User Facility Name</b>	Vehicle Inspection	<b>\$ 815.63</b>
<b>Address</b>	Loop	
<b>Use only if inspections are required to be performed outside normal business hours</b>		

By signing, customer acknowledges and agrees to the additional terms and conditons below. Simplex Grinnell is not obligated to perform services until signature is obtained.

Customer Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

<b>The below Negotiated hourly charges are for Repairs and Unscheduled Services Labor only.</b>	
<b>Fire Alarm Technician (Non-Software based)</b>	
<b>Rates - NICET Level II Technician (Conventional/Hard Wired System)</b>	Per Hour
Repair Services per hour during normal hours (Monday through Friday)	\$92.39
Repair services per hour outside normal hours (Before 7:00 am and After 4:30 pm Monday Through Friday and all hours on Saturday)	\$137.82
Repair services per hour Sunday and Holidays	\$183.76
Travel time is permitted for all repairs and unscheduled services not covered in the line items ordered above. Maximum travel time charge is (4) hours.	
Minimum charge for an Emergency and/or Priority Call is (3) Hours (Inspection Deficiencies are Excluded)	
<b>Repairs and unscheduled services are not to be quoted using this document, please use the applicable quote forms located on our SG Intranet site "http://simplexgrinnell.ia/government/US/index.asp" under GSA Schedules; Service.</b>	

## **Additional Terms and Conditions**

As agreed upon by the GSA FSS Contracting Officer and documented in a Modification PS-0020 to the GSA FSS contract, the following SG Commercial Terms and Exclusions are proposed for contractual inclusion in all Orders issued by ordering activities under the GSA FSS Contract, except that for Section H.5 (Limited Warranty), which reflects SG's Standard Commercial Warranty, this language will be included in GSA Advantage and shall be applicable to the GSA FSS master contract level.

For ease of understanding, as used in these SG Commercial Terms and Exclusions the term "Agreement" refers to the Orders issued by ordering activities, "Customer" refers to ordering activities, and "Company" refers to SimplexGrinnell LP.

1. **Services.** Company will perform the services described in the Agreement ("Services") for one or more system(s) or equipment as described in this Agreement or the listed attachments ("Covered System(s)").
2. **Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Agreement Scope of Work. Customer
3. **Reciprocal Waiver of Claims (SAFETY Act).** Certain of SimplexGrinnell's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism
4. **Customer Responsibilities.**

a. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customers attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date (this includes the date of all Orders and the date of all requests for work to be performed, whichever first occurs). If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site authorized representative prior to work performance. Should such repair work be declined, Company shall be relieved from any and all liability arising there from.

b. Customer further agrees to:

- i. Provide Company clear working access to Covered System(s) to be serviced including, if applicable, lift equipment needed to reach inaccessible equipment (Company can provide at additional price);
- ii. Supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- iii. Notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- iv. Provide a safe work environment;
- v. In the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- vi. Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.
- vii. If escorts are required, work must be started within one (1) hour of Company staff arrival to customer site. Any additional waiting / processing time (whether at entry time, during work performance, or exit time) will be billable at quarter hour increments based upon the hourly prices established for Repairs and Unscheduled Services.

### **5. Reserved**

**6. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer' release and waive all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert.**

It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the specific GSA Order price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company for the specific GSA order. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the specific site where the incident occurred. Such sum shall be complete and exclusive. If Customer desire Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer.

**IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.**

7. **Exclusions.** This Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts.. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

**8. Terms and Conditions Governing Alarm Monitoring Service.**

a. Customer agrees and acknowledges that Company's sole and only obligation shall be to provide alarm monitoring, notification, and/or runner services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested.

**b. Customer's Duties.**

i. Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention.

ii. In the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational.

iii. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

iv. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

v. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company.

vi. Customer shall promptly reset the System after any activation.

vii. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

viii. Customer shall follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

viii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation", or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company.

**c. Communication Facilities.**

i. **Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

ii. **Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission.

iii. **CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM**

**SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO**

**SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION.**

**CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED.**

**CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER.**

**CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH**

**A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.**

**d. Verification; Runner Service.** Some jurisdictions may require alarm verification by telephone or on-site verification (Runner Service) before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

**e. Personal Emergency Response Service.** If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response.

**f. System Equipment.** If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

**g. Remote Service.** If Customer selects Remote Service, Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the internet, Remote Service does not constitute monitoring of the system and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. The Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate service under this Agreement.

- h. **Taxes, Fees, Fines, Licenses, and Permits.** Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.
- i. **Outside Charges.** Customer understands and accepts that Company specifically denies any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

Contractor: <b>SimplexGrinnell</b>		SimplexGrinnell TXMAS Schedule										
Sales Representative:		Heather Foster		(District #) 494-019461! Fire Alarm & Suppression Services :				<b>TXMAS-5-03FAC010</b>				
Street:		3101 SE Inner Loop						Fire Alarm Services				
City:		Georgetown										
State:		Texas										
Phone #:												
End-User Facility Name		Williamson County Sheriff's Training Facility						<div style="background-color: #cccccc; padding: 5px;"> <b>Full Service Pricing Includes Annual Inspection</b> </div>				
Address		8160 Chandler Rd, Hutto, TX										
Zip Code		78634										
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Emergency Telephone		\$ 3.87		\$ -						Test Only See Line 104		
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Amplifier & tone generators	Included									Test Only See Line 104		
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Duct detector Functional Test Only	\$ 20.30		\$ -							\$114.77		\$0.00
Duct detector , Inspection, Cleaning, Sensitivity	\$ 35.53		\$ -							Test Only See Line 104		
Subfloor Detector (Test and Inspect)	\$ 15.23		\$ -							Test Only See Line 104		
Subfloor Detector (Test, Clean and Sensitivity)	\$ 27.41		\$ -							Test Only See		
Heat detector: restorable	\$ 11.17		\$ -							\$37.05		\$0.00
Heat detector: non-restorable	\$ 11.17		\$ -							\$37.05		\$0.00
Smoke detector: photoelectric (Includes Detector Cleaning)	\$ 12.57		\$ -							Test Only See Line 104		
Smoke Detector Test & Inspect	\$ 7.75		\$ -							\$27.20		\$0.00
Smoke detector: beam detection	\$ 42.64		\$ -					For Inspections and Repairs of this device, Lift pricing will be priced separately depending on the device location		\$146.50		\$0.00
Smoke Detector Test/Inspect, Clean, and Sensitivity Testing	\$ 21.32		\$ -							\$67.57		\$0.00
Smoke Detector Sensitivity Report from Panel	\$ 126.90		\$ -							Test Only See Line 104		
Above ceiling grid smoke detector Inspection	\$ 21.32		\$ -							\$64.81		\$0.00
Smoke detector: laser	\$ 40.61		\$ -							Test Only See		
Master Box	\$ 26.40		\$ -							\$171.18		\$0.00
Fire Alarm Box (Manual Pull Station)	\$ 3.87		\$ -							\$14.97		\$0.00
Flame Detector	\$ 40.61		\$ -							\$293.49		\$0.00
Elevator Shunt Trip Test/Per Bank	\$ 21.31		\$ -							Test Only See Line 104		
Vesda Early Detection Device	\$ 42.64		\$ -							\$249.10		\$0.00
Fire Supervisory Signal, Emergency Generator	\$ 3.87		\$ -							Test Only See Line 104		
Fire Supervisory Signal, Air Pressure	\$ 6.60		\$ -							\$24.12		\$0.00
Sprinkler Water Flow Switch Electrical only	\$ 6.60		\$ -							\$25.92		\$0.00
Sprinkler Tamper Switch Electrical only	\$ 6.60		\$ -							\$24.12		\$0.00

LINE ITEMS - Fire Alarm Contract (Conventional) SIN 561-001	Initial Test, Inspect, & Report	Qty	Total Initial Test, Inspect, & Report							Annual Full Maintenance	Qty	Total Annual Full Maintenance
Fire Supervisory Signal, Fire Pump	\$ 3.87		\$ -							Test Only See Line 104		
	\$ -											
Miscellaneous	\$ -											
Water tank; low level	\$ 3.87		\$ -							Test Only See Line 104		
Water tank; high level	\$ 3.87		\$ -							Test Only See Line 104		
Water tank; temperature	\$ 3.87		\$ -							Test Only See Line 104		
Lift Rental per inspection / Service Call (If Required)	\$ 319.80	0	\$ -							\$319.80		\$0.00
Door closer/Holder	\$ 3.87		\$ -							\$90.21		\$0.00
Smoke Dampers	\$ 69.62		\$ -							Test Only See Line 104		
Overhead fire doors	\$ 152.28		\$ -							Test Only See Line 104		
Alarm Notification Appliances												
Fire Alarm, Bell	\$ 3.87		\$ -							\$15.27		\$0.00
Speakers	\$ 3.87		\$ -							\$15.27		\$0.00
Fire Alarm Audio Visual Device (A/V)	\$ 3.87		\$ -							\$18.67		\$0.00
Fire Alarm Visual Device	\$ 3.87		\$ -							\$17.92		\$0.00
Horns	\$ 3.87		\$ -							\$15.27		\$0.00
chimes	\$ 3.87		\$ -							\$15.27		\$0.00
Monitoring												
UL Central Station Monitoring (Fire)	\$ 319.80	1	\$ 319.80									
Single Bldg fire alarm only including 24-hour dialer test	\$ 409.14		\$ -									
Multiple Bldg. applications (same Dialer) Cost per each building)	\$ 153.30		\$ -									
Combo Fire & Security Monitoring - Single Bldg	\$ 537.06		\$ -									
Single Bldg Burglar alarm	\$ 383.76		\$ -									
Holdup Duress	\$ 63.96		\$ -									
Open/Close Logging (Log Only)	\$ 166.50		\$ -									
Open/Close Logging Supervised	\$ 447.72		\$ -									

[illegible]

If a Reduction is needed, **type** it in here>

Initial Test & Inspect. Sub Total:	\$ 480.21
Difficulty Factor	1.15
Sub Total	\$ 552.25
Spot Reduction	\$ -
Price Reduction	\$ 8.50
<b>Total Initial Test &amp; Inspect</b>	<b>\$ 543.75</b>

If a Reduction is needed, **type** it in here>

Annual Full Maintenance Sub Total:	\$ -
Difficulty Factor	1.15
Sub Total	\$ -
Spot Reduction	\$ -
Price Reduction	\$ 8.50
<b>Total Annual Full Maintenance</b>	<b>\$ -</b>

		Normal Business Hours Order Total
Zip Code	78634	
End-User Facility Name	Sheriff's Training	\$ 543.75
Address	Hutto, TX	
Normal Business Hours are Monday - Friday 7:00 am to 4:30 pm, excluding holidays		

By signing, customer acknowledges and agrees to the additional terms and conditons below. Simplex Grinnell is not obligated to perform services until signature is obtained.

Customer Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Zip Code	78634	After Normal Business Hours Order Total
End-User Facility Name	Williamson County Sheriff's Training Facility	\$ 815.63
Address	Hutto, TX	
Use only if inspections are required to be performed outside normal business hours		

By signing, customer acknowledges and agrees to the additional terms and conditons below. Simplex Grinnell is not obligated to perform services until signature is obtained.

Customer Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

<b>The below Negotiated hourly charges are for Repairs and Unscheduled Services Labor only.</b>		
<b>Fire Alarm Technician (Non-Software based)</b>		
<b><u>Rates - NICET Level II Technician (Conventional/Hard Wired System)</u></b>		Per Hour
Repair Services per hour during normal hours (Monday through Friday)		\$92.39
Repair services per hour outside normal hours (Before 7:00 am and After 4:30 pm Monday Through Friday and all hours on Saturday)		\$137.82
Repair services per hour Sunday and Holidays		\$183.76
Travel time is permitted for all repairs and unscheduled services not covered in the line items ordered above. Maximum travel time charge is (4) hours.		
Minimum charge for an Emergency and/or Priority Call is (3) Hours (Inspection Deficiencies are Excluded)		
<b>Repairs and unscheduled services are not to be quoted using this document, please use the applicable quote forms located on our SG Intranet site "<a href="http://simplexgrinnell.ia/government/US/index.asp">http://simplexgrinnell.ia/government/US/index.asp</a>" under GSA Schedules; Service.</b>		

## **Additional Terms and Conditions**

As agreed upon by the GSA FSS Contracting Officer and documented in a Modification PS-0020 to the GSA FSS contract, the following SG Commercial Terms and Exclusions are proposed for contractual inclusion in all Orders issued by ordering activities under the GSA FSS Contract, except that for Section H.5 (Limited Warranty), which reflects SG's Standard Commercial Warranty, this language will be included in GSA Advantage and shall be applicable to the GSA FSS master contract level.

For ease of understanding, as used in these SG Commercial Terms and Exclusions the term "Agreement" refers to the Orders issued by ordering activities, "Customer" refers to ordering activities, and "Company" refers to SimplexGrinnell LP.

1. **Services.** Company will perform the services described in the Agreement ("Services") for one or more system(s) or equipment as described in this Agreement or the listed attachments ("Covered System(s)").
2. **Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Agreement Scope of Work. Customer
3. **Reciprocal Waiver of Claims (SAFETY Act).** Certain of SimplexGrinnell's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism
4. **Customer Responsibilities.**

a. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customers attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date (this includes the date of all Orders and the date of all requests for work to be performed, whichever first occurs). If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site authorized representative prior to work performance. Should such repair work be declined, Company shall be relieved from any and all liability arising there from.

b. Customer further agrees to:

- i. Provide Company clear working access to Covered System(s) to be serviced including, if applicable, lift equipment needed to reach inaccessible equipment (Company can provide at additional price);
- ii. Supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- iii. Notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- iv. Provide a safe work environment;
- v. In the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- vi. Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.
- vii. If escorts are required, work must be started within one (1) hour of Company staff arrival to customer site. Any additional waiting / processing time (whether at entry time, during work performance, or exit time) will be billable at quarter hour increments based upon the hourly prices established for Repairs and Unscheduled Services.

### **5. Reserved**

**6. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer' release and waive all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert.**

It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the specific GSA Order price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company for the specific GSA order. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the specific site where the incident occurred. Such sum shall be complete and exclusive. If Customer desire Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer.

**IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.**

7. **Exclusions.** This Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts.. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

**8. Terms and Conditions Governing Alarm Monitoring Service.**

a. Customer agrees and acknowledges that Company's sole and only obligation shall be to provide alarm monitoring, notification, and/or runner services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested.

**b. Customer's Duties.**

i. Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention.

ii. In the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational.

iii. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

iv. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

v. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company.

vi. Customer shall promptly reset the System after any activation.

vii. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

viii. Customer shall follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

viii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation", or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company.

**c. Communication Facilities.**

i. **Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

ii. **Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission.

iii. **CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM**

**SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO**

**SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION.**

**CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED.**

**CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER.**

**CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH**

**A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.**

**d. Verification; Runner Service.** Some jurisdictions may require alarm verification by telephone or on-site verification (Runner Service) before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

**e. Personal Emergency Response Service.** If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response.

**f. System Equipment.** If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

**g. Remote Service.** If Customer selects Remote Service, Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the internet, Remote Service does not constitute monitoring of the system and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. The Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate service under this Agreement.

- h. **Taxes, Fees, Fines, Licenses, and Permits.** Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.
- i. **Outside Charges.** Customer understands and accepts that Company specifically denies any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

Contractor: <b>SimplexGrinnell</b>		SimplexGrinnell TXMAS Schedule										
Sales Representative:		Heather Foster		(District #) 494-019461! Fire Alarm & Suppression Services :				<b>TXMAS-5-03FAC010</b>				
Street:		3101 SE Inner Loop						Fire Alarm Services				
City:		Georgetown										
State:		Texas										
Phone #:												
End-User Facility Name		Wireless Communications Bldg						<div style="background-color: #cccccc; padding: 5px;"> <b>Full Service Pricing Includes Annual Inspection</b> </div>				
Address		3171 SE Inner Loop										
Zip Code		78626										
		Enter quantity of each of desired line items below rose colored boxes Total Price will automatically be calculated at bottom of sheet.										
<b>LINE ITEMS - Fire Alarm Contract (Conventional) SIN 561-001</b>		<b>Initial Test, Inspect, &amp; Report</b>	<b>Qty</b>	<b>Total Initial Test, Inspect, &amp; Report</b>						<b>Annual Full Maintenance</b>	<b>Qty</b>	<b>Total Annual Full Maintenance</b>
<b>Control Equipment</b>												
Simplex 4004		\$ 160.41		\$ -						\$ 548.00		\$0.00
Simplex 4005		\$ 160.41		\$ -						\$ 543.21		\$0.00
Simplex 4208		\$ 160.41		\$ -						\$ 548.00		\$0.00
Simplex 2001		\$ 160.41		\$ -						\$ 548.00		\$0.00
Simplex 4006		\$ 160.41		\$ -						\$ 522.37		\$0.00
Non-Simplex Fire Alarm Control Panel (Hardwire)		\$ 160.41		\$ -						\$ 882.11		\$0.00
Additional Panel (each)		\$ 76.14		\$ -	For Full Service, must insert panel quantities in lines 13-18.					Test Only See Line 104		
Control Panel Special Systems (ie preaction, CO2, Halon alternative, etc)		\$ 160.41		\$ -						\$ 573.42		\$0.00
Control Panel Central Transmitter		Included								Included		
Central Station Receiver		Included								Included		
Annunciator LED type		\$ 35.53		\$ -						\$ 154.43		\$0.00
Annunciator graphic command center		\$ 76.14		\$ -						Test Only See Line 104		
NAC Power Extender (Includes Battery Testing)		\$ 76.14		\$ -						\$ 152.93		\$0.00
Battery testing - lead acid		Included								Test Only See Line 104		
Battery testing -gel cell		Included								Test Only See Line 104		
Battery testing - Ni-Cad		Included								Test Only See Line 104		
D.A.C.T.		\$ 20.30		\$ -						\$ 71.16		\$0.00
Emergency Telephone		\$ 3.87		\$ -						Test Only See Line 104		
Phone Jacks		\$ 4.06		\$ -						Test Only See Line 104		

LINE ITEMS - Fire Alarm Contract (Conventional) SIN 561-001	Initial Test, Inspect, & Report	Qty	Total Initial Test, Inspect, & Report							Annual Full Maintenance	Qty	Total Annual Full Maintenance
Call-in signal; off-hook indicator	Included									Test Only See Line 104		
Amplifier & tone generators	Included									Test Only See Line 104		
<b>Initiating Devices</b>												
Duct detector Functional Test Only	\$ 20.30		\$ -							\$114.77		\$0.00
Duct detector , Inspection, Cleaning, Sensitivity	\$ 35.53		\$ -							Test Only See Line 104		
Subfloor Detector (Test and Inspect)	\$ 15.23		\$ -							Test Only See Line 104		
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Heat detector: non-restorable	\$ 11.17		\$ -							\$37.05		\$0.00
Smoke detector: photoelectric (Includes Detector Cleaning)	\$ 12.57		\$ -							Test Only See Line 104		
Smoke Detector Test & Inspect	\$ 7.75		\$ -							\$27.20		\$0.00
Smoke detector: beam detection	\$ 42.64		\$ -					For Inspections and Repairs of this device, Lift pricing will be priced separately depending on the device location		\$146.50		\$0.00
Smoke Detector Test/Inspect, Clean, and Sensitivity Testing	\$ 21.32		\$ -							\$67.57		\$0.00
Smoke Detector Sensitivity Report from Panel	\$ 126.90		\$ -							Test Only See Line 104		
Above ceiling grid smoke detector Inspection	\$ 21.32		\$ -							\$64.81		\$0.00
Smoke detector: laser	\$ 40.61		\$ -							Test Only See		
Master Box	\$ 26.40		\$ -							\$171.18		\$0.00
Fire Alarm Box (Manual Pull Station)	\$ 3.87		\$ -							\$14.97		\$0.00
Flame Detector	\$ 40.61		\$ -							\$293.49		\$0.00
Elevator Shunt Trip Test/Per Bank	\$ 21.31		\$ -							Test Only See Line 104		
Vesda Early Detection Device	\$ 42.64		\$ -							\$249.10		\$0.00
Fire Supervisory Signal, Emergency Generator	\$ 3.87		\$ -							Test Only See Line 104		
Fire Supervisory Signal, Air Pressure	\$ 6.60		\$ -							\$24.12		\$0.00
Sprinkler Water Flow Switch Electrical only	\$ 6.60		\$ -							\$25.92		\$0.00
Sprinkler Tamper Switch Electrical only	\$ 6.60		\$ -							\$24.12		\$0.00

[illegible]

[illegible]

If a Reduction is needed, **type** it in here>

Initial Test & Inspect. Sub Total:	\$ 480.21
Difficulty Factor	1.15
Sub Total	\$ 552.25
Spot Reduction	\$ 8.50
Price Reduction	\$ -
<b>Total Initial Test &amp; Inspect</b>	<b>\$ 543.75</b>

If a Reduction is needed, **type** it in here>

Annual Full Maintenance Sub Total:	\$ -
Difficulty Factor	1.15
Sub Total	\$ -
Spot Reduction	\$ -
Price Reduction	\$ 8.50
<b>Total Annual Full Maintenance</b>	<b>\$ -</b>

		Normal Business Hours Order Total
Zip Code	78626	
End-User Facility Name	Communications	\$ 543.75
Address	Loop	
Normal Business Hours are Monday - Friday 7:00 am to 4:30 pm, excluding holidays		

By signing, customer acknowledges and agrees to the additional terms and conditons below. Simplex Grinnell is not obligated to perform services until signature is obtained.

Customer Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Zip Code	78626	After Normal Business Hours Order Total
End-User Facility Name	Wireless Communications Bldg	\$ 815.63
Address	Loop	
Use only if inspections are required to be performed outside normal business hours		

By signing, customer acknowledges and agrees to the additional terms and conditons below. Simplex Grinnell is not obligated to perform services until signature is obtained.

Customer Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**The below Negotiated hourly charges are for Repairs and Unscheduled Services Labor only.**

**Fire Alarm Technician (Non-Software based)**

**Rates - NICET Level II Technician (Conventional/Hard Wired System)**

Repair Services per hour during normal hours (Monday through Friday)	Per Hour \$92.39
Repair services per hour outside normal hours (Before 7:00 am and After 4:30 pm Monday Through Friday and all hours on Saturday)	\$137.82
Repair services per hour Sunday and Holidays	\$183.76

Travel time is permitted for all repairs and unscheduled services not covered in the line items ordered above. Maximum travel time charge is (4) hours.

Minimum charge for an Emergency and/or Priority Call is (3) Hours (Inspection Deficiencies are Excluded)

**Repairs and unscheduled services are not to be quoted using this document, please use the applicable quote forms located on our SG Intranet site "<http://simplexgrinnell.ia/government/US/index.asp>" under GSA Schedules; Service.**

## **Additional Terms and Conditions**

As agreed upon by the GSA FSS Contracting Officer and documented in a Modification PS-0020 to the GSA FSS contract, the following SG Commercial Terms and Exclusions are proposed for contractual inclusion in all Orders issued by ordering activities under the GSA FSS Contract, except that for Section H.5 (Limited Warranty), which reflects SG's Standard Commercial Warranty, this language will be included in GSA Advantage and shall be applicable to the GSA FSS master contract level.

For ease of understanding, as used in these SG Commercial Terms and Exclusions the term "Agreement" refers to the Orders issued by ordering activities, "Customer" refers to ordering activities, and "Company" refers to SimplexGrinnell LP.

1. **Services.** Company will perform the services described in the Agreement ("Services") for one or more system(s) or equipment as described in this Agreement or the listed attachments ("Covered System(s)").
2. **Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Agreement Scope of Work. Customer
3. **Reciprocal Waiver of Claims (SAFETY Act).** Certain of SimplexGrinnell's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism
4. **Customer Responsibilities.**

a. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customers attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date (this includes the date of all Orders and the date of all requests for work to be performed, whichever first occurs). If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site authorized representative prior to work performance. Should such repair work be declined, Company shall be relieved from any and all liability arising there from.

b. Customer further agrees to:

- i. Provide Company clear working access to Covered System(s) to be serviced including, if applicable, lift equipment needed to reach inaccessible equipment (Company can provide at additional price);
- ii. Supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- iii. Notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- iv. Provide a safe work environment;
- v. In the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- vi. Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.
- vii. If escorts are required, work must be started within one (1) hour of Company staff arrival to customer site. Any additional waiting / processing time (whether at entry time, during work performance, or exit time) will be billable at quarter hour increments based upon the hourly prices established for Repairs and Unscheduled Services.

### **5. Reserved**

**6. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer' release and waive all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert.**

It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the specific GSA Order price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company for the specific GSA order. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the specific site where the incident occurred. Such sum shall be complete and exclusive. If Customer desire Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer.

**IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.**

7. **Exclusions.** This Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts.. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

**8. Terms and Conditions Governing Alarm Monitoring Service.**

a. Customer agrees and acknowledges that Company's sole and only obligation shall be to provide alarm monitoring, notification, and/or runner services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested.

**b. Customer's Duties.**

i. Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention.

ii. In the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational.

iii. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

iv. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

v. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company.

vi. Customer shall promptly reset the System after any activation.

vii. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

viii. Customer shall follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

viii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation", or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company.

**c. Communication Facilities.**

i. **Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

ii. **Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission.

iii. **CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM**

**SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO**

**SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION.**

**CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED.**

**CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER.**

**CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH**

**A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.**

**d. Verification; Runner Service.** Some jurisdictions may require alarm verification by telephone or on-site verification (Runner Service) before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

**e. Personal Emergency Response Service.** If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response.

**f. System Equipment.** If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

**g. Remote Service.** If Customer selects Remote Service, Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the internet, Remote Service does not constitute monitoring of the system and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. The Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate service under this Agreement.

- h. **Taxes, Fees, Fines, Licenses, and Permits.** Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.
- i. **Outside Charges.** Customer understands and accepts that Company specifically denies any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

Contractor: <b>SimplexGrinnell</b>		SimplexGrinnell TXMAS Schedule										
Sales Representative:		Heather Foster		(District #) 494-019461! Fire Alarm & Suppression Services :				<b>TXMAS-5-03FAC010</b>				
Street:		1608 Royston Lane								Fire Alarm Services		
City:		Pflugerville										
State:		Texas										
Phone #:		512-634-1829										
End-User Facility Name		Williamson County and City Health Dept.						<div style="background-color: #cccccc; padding: 5px;"> <b>Full Service Pricing</b>  <b>Includes Annual Inspection</b> </div>				
Address		355 Texas Avenue, Round Rock										
Zip Code		78664										
		Enter quantity of each of desired line items below rose colored boxes Total Price will automatically be calculated at botton of sheet.										
<b>LINE ITEMS - Fire Alarm Contract (Conventional) SIN 561-001</b>		<b>Initial Test, Inspect, &amp; Report</b>	<b>Qty</b>	<b>Total Initial Test, Inspect, &amp; Report</b>						<b>Annual Full Maintenance</b>	<b>Qty</b>	<b>Total Annual Full Maintenance</b>
<b>Control Equipment</b>												
Simplex 4004		\$ 160.41		\$ -						\$ 548.00		\$0.00
Simplex 4005		\$ 160.41		\$ -						\$ 543.21		\$0.00
Simplex 4208		\$ 160.41		\$ -						\$ 548.00		\$0.00
Simplex 2001		\$ 160.41		\$ -						\$ 548.00		\$0.00
Simplex 4006		\$ 160.41		\$ -						\$ 522.37		\$0.00
Non-Simplex Fire Alarm Control Panel (Hardwire)		\$ 160.41		\$ -						\$ 882.11		\$0.00
Additional Panel (each)		\$ 76.14		\$ -	For Full Service, must insert panel quantities in lines 13-18.					Test Only See Line 104		
Control Panel Special Systems (ie preaction, CO2, Halon alternative, etc)		\$ 160.41		\$ -						\$ 573.42		\$0.00
Control Panel Central Transmitter		Included								Included		
Central Station Receiver		Included								Included		
Annunciator LED type		\$ 35.53		\$ -						\$ 154.43		\$0.00
Annunciator graphic command center		\$ 76.14		\$ -						Test Only See Line 104		
NAC Power Extender (Includes Battery Testing)		\$ 76.14		\$ -						\$ 152.93		\$0.00
Battery testing - lead acid		Included								Test Only See Line 104		
Battery testing -gel cell		Included								Test Only See Line 104		
Battery testing - Ni-Cad		Included								Test Only See Line 104		
D.A.C.T.		\$ 20.30		\$ -						\$ 71.16		\$0.00
Emergency Telephone		\$ 3.87		\$ -						Test Only See Line 104		
Phone Jacks		\$ 4.06		\$ -						Test Only See Line 104		

LINE ITEMS - Fire Alarm Contract (Conventional) SIN 561-001	Initial Test, Inspect, & Report	Qty	Total Initial Test, Inspect, & Report							Annual Full Maintenance	Qty	Total Annual Full Maintenance
Call-in signal; off-hook indicator	Included									Test Only See Line 104		
Amplifier & tone generators	Included									Test Only See Line 104		
<b>Initiating Devices</b>												
Duct detector Functional Test Only	\$ 20.30		\$ -							\$114.77		\$0.00
Duct detector , Inspection, Cleaning, Sensitivity	\$ 35.53		\$ -							Test Only See Line 104		
Subfloor Detector (Test and Inspect)	\$ 15.23		\$ -							Test Only See Line 104		
Subfloor Detector (Test, Clean and Sensitivity)	\$ 27.41		\$ -							Test Only See		
Heat detector: restorable	\$ 11.17		\$ -							\$37.05		\$0.00
Heat detector: non-restorable	\$ 11.17		\$ -							\$37.05		\$0.00
Smoke detector: photoelectric (Includes Detector Cleaning)	\$ 12.57		\$ -							Test Only See Line 104		
Smoke Detector Test & Inspect	\$ 7.75		\$ -							\$27.20		\$0.00
Smoke detector: beam detection	\$ 42.64		\$ -					For Inspections and Repairs of this device, Lift pricing will be priced separately depending on the device location		\$146.50		\$0.00
Smoke Detector Test/Inspect, Clean, and Sensitivity Testing	\$ 21.32		\$ -							\$67.57		\$0.00
Smoke Detector Sensitivity Report from Panel	\$ 126.90		\$ -							Test Only See Line 104		
Above ceiling grid smoke detector Inspection	\$ 21.32		\$ -							\$64.81		\$0.00
Smoke detector: laser	\$ 40.61		\$ -							Test Only See		
Master Box	\$ 26.40		\$ -							\$171.18		\$0.00
Fire Alarm Box (Manual Pull Station)	\$ 3.87		\$ -							\$14.97		\$0.00
Flame Detector	\$ 40.61		\$ -							\$293.49		\$0.00
Elevator Shunt Trip Test/Per Bank	\$ 21.31		\$ -							Test Only See Line 104		
Vesda Early Detection Device	\$ 42.64		\$ -							\$249.10		\$0.00
Fire Supervisory Signal, Emergency Generator	\$ 3.87		\$ -							Test Only See Line 104		
Fire Supervisory Signal, Air Pressure	\$ 6.60		\$ -							\$24.12		\$0.00
Sprinkler Water Flow Switch Electrical only	\$ 6.60		\$ -							\$25.92		\$0.00
Sprinkler Tamper Switch Electrical only	\$ 6.60		\$ -							\$24.12		\$0.00

[illegible]

[illegible]

If a Reduction is needed, **type** it in here>

Initial Test & Inspect. Sub Total:	\$ 480.21
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If a Reduction is needed, **type** it in here>

Annual Full Maintenance Sub Total:	\$ -
Difficulty Factor	1.15
Sub Total	\$ -
Spot Reduction	\$ -
Price Reduction	\$ 8.50
<b>Total Annual Full Maintenance</b>	<b>\$ -</b>

		Normal Business Hours Order Total
Zip Code	78664	\$ 543.75
End-User Facility Name	and City Health	
Address	Round Rock	
Normal Business Hours are Monday - Friday 7:00 am to 4:30 pm, excluding holidays		

By signing, customer acknowledges and agrees to the additional terms and conditons below. Simplex Grinnell is not obligated to perform services until signature is obtained.

Customer Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Zip Code	78664	After Normal Business Hours Order Total
End-User Facility Name	Williamson County and City Health Dept.	\$ 815.63
Address	Round Rock	
Use only if inspections are required to be performed outside normal business hours		

By signing, customer acknowledges and agrees to the additional terms and conditons below. Simplex Grinnell is not obligated to perform services until signature is obtained.

Customer Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**The below Negotiated hourly charges are for Repairs and Unscheduled Services Labor only.**

**Fire Alarm Technician (Non-Software based)**

**Rates - NICET Level II Technician (Conventional/Hard Wired System)**

Repair Services per hour during normal hours (Monday through Friday)	Per Hour \$92.39
Repair services per hour outside normal hours (Before 7:00 am and After 4:30 pm Monday Through Friday and all hours on Saturday)	\$137.82
Repair services per hour Sunday and Holidays	\$183.76

Travel time is permitted for all repairs and unscheduled services not covered in the line items ordered above. Maximum travel time charge is (4) hours.

Minimum charge for an Emergency and/or Priority Call is (3) Hours (Inspection Deficiencies are Excluded)

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1. **Services.** Company will perform the services described in the Agreement ("Services") for one or more system(s) or equipment as described in this Agreement or the listed attachments ("Covered System(s)").
2. **Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Agreement Scope of Work. Customer
3. **Reciprocal Waiver of Claims (SAFETY Act).** Certain of SimplexGrinnell's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism
4. **Customer Responsibilities.**

a. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customers attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date (this includes the date of all Orders and the date of all requests for work to be performed, whichever first occurs). If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site authorized representative prior to work performance. Should such repair work be declined, Company shall be relieved from any and all liability arising there from.

b. Customer further agrees to:

- i. Provide Company clear working access to Covered System(s) to be serviced including, if applicable, lift equipment needed to reach inaccessible equipment (Company can provide at additional price);
- ii. Supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- iii. Notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- iv. Provide a safe work environment;
- v. In the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- vi. Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.
- vii. If escorts are required, work must be started within one (1) hour of Company staff arrival to customer site. Any additional waiting / processing time (whether at entry time, during work performance, or exit time) will be billable at quarter hour increments based upon the hourly prices established for Repairs and Unscheduled Services.

### **5. Reserved**

**6. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer' release and waive all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert.**

It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the specific GSA Order price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company for the specific GSA order. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the specific site where the incident occurred. Such sum shall be complete and exclusive. If Customer desire Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer.

**IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.**

7. **Exclusions.** This Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts.. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

**8. Terms and Conditions Governing Alarm Monitoring Service.**

a. Customer agrees and acknowledges that Company's sole and only obligation shall be to provide alarm monitoring, notification, and/or runner services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested.

**b. Customer's Duties.**

i. Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention.

ii. In the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational.

iii. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

iv. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

v. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company.

vi. Customer shall promptly reset the System after any activation.

vii. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

viii. Customer shall follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

viii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation", or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company.

**c. Communication Facilities.**

i. **Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

ii. **Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission.

iii. **CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM**

**SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO**

**SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION.**

**CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED.**

**CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER.**

**CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH**

**A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.**

**d. Verification; Runner Service.** Some jurisdictions may require alarm verification by telephone or on-site verification (Runner Service) before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

**e. Personal Emergency Response Service.** If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response.

**f. System Equipment.** If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

**g. Remote Service.** If Customer selects Remote Service, Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the internet, Remote Service does not constitute monitoring of the system and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. The Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate service under this Agreement.

- h. **Taxes, Fees, Fines, Licenses, and Permits.** Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.
- i. **Outside Charges.** Customer understands and accepts that Company specifically denies any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

Contractor: <b>SimplexGrinnell</b>		SimplexGrinnell TXMAS Schedule										
Sales Representative:		Heather Foster		(District #) 494-019461!				Fire Alarm & Suppression Services : <b>TXMAS-5-03FAC010</b>				
Street:		3101 SE Inner Loop						Fire Alarm Services				
City:		Georgetown										
State:		Texas										
Phone #:												
End-User Facility Name		EMS Training Center						<div style="background-color: #cccccc; padding: 5px;"> <b>Full Service Pricing Includes Annual Inspection</b> </div>				
Address		3189 SE Inner Loop										
Zip Code		78626										
		Enter quantity of each of desired line items below rose colored boxes Total Price will automatically be calculated at bottom of sheet.										
<b>LINE ITEMS - Fire Alarm Contract (Conventional) SIN 561-001</b>		<b>Initial Test, Inspect, &amp; Report</b>	<b>Qty</b>	<b>Total Initial Test, Inspect, &amp; Report</b>						<b>Annual Full Maintenance</b>	<b>Qty</b>	<b>Total Annual Full Maintenance</b>
<b>Control Equipment</b>												
Simplex 4004		\$ 160.41		\$ -						\$ 548.00		\$0.00
Simplex 4005		\$ 160.41		\$ -						\$ 543.21		\$0.00
Simplex 4208		\$ 160.41		\$ -						\$ 548.00		\$0.00
Simplex 2001		\$ 160.41		\$ -						\$ 548.00		\$0.00
Simplex 4006		\$ 160.41		\$ -						\$ 522.37		\$0.00
Non-Simplex Fire Alarm Control Panel (Hardwire)		\$ 160.41		\$ -						\$ 882.11		\$0.00
Additional Panel (each)		\$ 76.14		\$ -	For Full Service, must insert panel quantities in lines 13-18.					Test Only See Line 104		
Control Panel Special Systems (ie preaction, CO2, Halon alternative, etc)		\$ 160.41		\$ -						\$ 573.42		\$0.00
Control Panel Central Transmitter		Included								Included		
Central Station Receiver		Included								Included		
Annunciator LED type		\$ 35.53		\$ -						\$ 154.43		\$0.00
Annunciator graphic command center		\$ 76.14		\$ -						Test Only See Line 104		
NAC Power Extender (Includes Battery Testing)		\$ 76.14		\$ -						\$ 152.93		\$0.00
Battery testing - lead acid		Included								Test Only See Line 104		
Battery testing -gel cell		Included								Test Only See Line 104		
Battery testing - Ni-Cad		Included								Test Only See Line 104		
D.A.C.T.		\$ 20.30		\$ -						\$ 71.16		\$0.00
Emergency Telephone		\$ 3.87		\$ -						Test Only See Line 104		
Phone Jacks		\$ 4.06		\$ -						Test Only See Line 104		

LINE ITEMS - Fire Alarm Contract (Conventional) SIN 561-001	Initial Test, Inspect, & Report	Qty	Total Initial Test, Inspect, & Report							Annual Full Maintenance	Qty	Total Annual Full Maintenance
Call-in signal; off-hook indicator	Included									Test Only See Line 104		
Amplifier & tone generators	Included									Test Only See Line 104		
<b>Initiating Devices</b>												
Duct detector Functional Test Only	\$ 20.30		\$ -							\$114.77		\$0.00
Duct detector , Inspection, Cleaning, Sensitivity	\$ 35.53		\$ -							Test Only See Line 104		
Subfloor Detector (Test and Inspect)	\$ 15.23		\$ -							Test Only See Line 104		
Subfloor Detector (Test, Clean and Sensitivity)	\$ 27.41		\$ -							Test Only See		
Heat detector: restorable	\$ 11.17		\$ -							\$37.05		\$0.00
Heat detector: non-restorable	\$ 11.17		\$ -							\$37.05		\$0.00
Smoke detector: photoelectric (Includes Detector Cleaning)	\$ 12.57		\$ -							Test Only See Line 104		
Smoke Detector Test & Inspect	\$ 7.75		\$ -							\$27.20		\$0.00
Smoke detector: beam detection	\$ 42.64		\$ -					For Inspections and Repairs of this device, Lift pricing will be priced separately depending on the device location		\$146.50		\$0.00
Smoke Detector Test/Inspect, Clean, and Sensitivity Testing	\$ 21.32		\$ -							\$67.57		\$0.00
Smoke Detector Sensitivity Report from Panel	\$ 126.90		\$ -							Test Only See Line 104		
Above ceiling grid smoke detector Inspection	\$ 21.32		\$ -							\$64.81		\$0.00
Smoke detector: laser	\$ 40.61		\$ -							Test Only See		
Master Box	\$ 26.40		\$ -							\$171.18		\$0.00
Fire Alarm Box (Manual Pull Station)	\$ 3.87		\$ -							\$14.97		\$0.00
Flame Detector	\$ 40.61		\$ -							\$293.49		\$0.00
Elevator Shunt Trip Test/Per Bank	\$ 21.31		\$ -							Test Only See Line 104		
Vesda Early Detection Device	\$ 42.64		\$ -							\$249.10		\$0.00
Fire Supervisory Signal, Emergency Generator	\$ 3.87		\$ -							Test Only See Line 104		
Fire Supervisory Signal, Air Pressure	\$ 6.60		\$ -							\$24.12		\$0.00
Sprinkler Water Flow Switch Electrical only	\$ 6.60		\$ -							\$25.92		\$0.00
Sprinkler Tamper Switch Electrical only	\$ 6.60		\$ -							\$24.12		\$0.00



[illegible]

If a Reduction is needed, **type** it in here>

Initial Test & Inspect. Sub Total:	\$ 480.21
Difficulty Factor	1.15
Sub Total	\$ 552.25
Spot Reduction	\$ 8.50
Price Reduction	\$ -
<b>Total Initial Test &amp; Inspect</b>	<b>\$ 543.75</b>

If a Reduction is needed, **type** it in here>

Annual Full Maintenance Sub Total:	\$ -
Difficulty Factor	1.15
Sub Total	\$ -
Spot Reduction	\$ -
Price Reduction	\$ 8.50
<b>Total Annual Full Maintenance</b>	<b>\$ -</b>

<b>Zip Code</b>	78626	<b>Normal Business Hours Order Total</b>
<b>End-User Facility Name</b>	Center	
<b>Address</b>	Loop	<b>\$ 543.75</b>

**Normal Business Hours are Monday - Friday 7:00 am to 4:30 pm, excluding holidays**

By signing, customer acknowledges and agrees to the additional terms and conditons below. Simplex Grinnell is not obligated to perform services until signature is obtained.

Customer Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

<b>Zip Code</b>	78626	<b>After Normal Business Hours Order Total</b>
<b>End-User Facility Name</b>	EMS Training Center	
<b>Address</b>	Loop	<b>\$ 815.63</b>

**Use only if inspections are required to be performed outside normal business hours**

By signing, customer acknowledges and agrees to the additional terms and conditons below. Simplex Grinnell is not obligated to perform services until signature is obtained.

Customer Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**The below Negotiated hourly charges are for Repairs and Unscheduled Services Labor only.**

**Fire Alarm Technician (Non-Software based)**

**Rates - NICET Level II Technician (Conventional/Hard Wired System)**

Repair Services per hour during normal hours (Monday through Friday)

Per Hour

\$92.39

Repair services per hour outside normal hours (Before 7:00 am and After 4:30 pm Monday Through Friday and all hours on Saturday)

\$137.82

Repair services per hour Sunday and Holidays

\$183.76

Travel time is permitted for all repairs and unscheduled services not covered in the line items ordered above. Maximum travel time charge is (4) hours.

Minimum charge for an Emergency and/or Priority Call is (3) Hours (Inspection Deficiencies are Excluded)

**Repairs and unscheduled services are not to be quoted using this document, please use the applicable quote forms located on our SG Intranet site "<http://simplexgrinnell.ia/government/US/index.asp>" under GSA Schedules; Service.**

## **Additional Terms and Conditions**

As agreed upon by the GSA FSS Contracting Officer and documented in a Modification PS-0020 to the GSA FSS contract, the following SG Commercial Terms and Exclusions are proposed for contractual inclusion in all Orders issued by ordering activities under the GSA FSS Contract, except that for Section H.5 (Limited Warranty), which reflects SG's Standard Commercial Warranty, this language will be included in GSA Advantage and shall be applicable to the GSA FSS master contract level.

For ease of understanding, as used in these SG Commercial Terms and Exclusions the term "Agreement" refers to the Orders issued by ordering activities, "Customer" refers to ordering activities, and "Company" refers to SimplexGrinnell LP.

1. **Services.** Company will perform the services described in the Agreement ("Services") for one or more system(s) or equipment as described in this Agreement or the listed attachments ("Covered System(s)").
2. **Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Agreement Scope of Work. Customer
3. **Reciprocal Waiver of Claims (SAFETY Act).** Certain of SimplexGrinnell's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism
4. **Customer Responsibilities.**

a. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customers attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date (this includes the date of all Orders and the date of all requests for work to be performed, whichever first occurs). If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site authorized representative prior to work performance. Should such repair work be declined, Company shall be relieved from any and all liability arising there from.

b. Customer further agrees to:

- i. Provide Company clear working access to Covered System(s) to be serviced including, if applicable, lift equipment needed to reach inaccessible equipment (Company can provide at additional price);
- ii. Supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- iii. Notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- iv. Provide a safe work environment;
- v. In the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- vi. Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.
- vii. If escorts are required, work must be started within one (1) hour of Company staff arrival to customer site. Any additional waiting / processing time (whether at entry time, during work performance, or exit time) will be billable at quarter hour increments based upon the hourly prices established for Repairs and Unscheduled Services.

### **5. Reserved**

**6. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer' release and waive all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert.**

It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the specific GSA Order price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company for the specific GSA order. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the specific site where the incident occurred. Such sum shall be complete and exclusive. If Customer desire Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer.

**IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.**

7. **Exclusions.** This Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts.. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

**8. Terms and Conditions Governing Alarm Monitoring Service.**

a. Customer agrees and acknowledges that Company's sole and only obligation shall be to provide alarm monitoring, notification, and/or runner services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested.

**b. Customer's Duties.**

i. Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention.

ii. In the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational.

iii. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

iv. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

v. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company.

vi. Customer shall promptly reset the System after any activation.

vii. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

viii. Customer shall follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

viii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation", or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company.

**c. Communication Facilities.**

i. **Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

ii. **Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission.

iii. **CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM**

**SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO**

**SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION.**

**CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED.**

**CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER.**

**CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH**

**A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.**

**d. Verification; Runner Service.** Some jurisdictions may require alarm verification by telephone or on-site verification (Runner Service) before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

**e. Personal Emergency Response Service.** If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response.

**f. System Equipment.** If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

**g. Remote Service.** If Customer selects Remote Service, Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the internet, Remote Service does not constitute monitoring of the system and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. The Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate service under this Agreement.

- h. **Taxes, Fees, Fines, Licenses, and Permits.** Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.
- i. **Outside Charges.** Customer understands and accepts that Company specifically denies any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

Contractor: <b>SimplexGrinnell</b>		SimplexGrinnell TXMAS Schedule										
Sales Representative:		Heather Foster		(District #)		494.00		Fire Alarm & Suppression Services :		<b>TXMAS-5-03FAC010</b>		
Street:		1608 Royston Ln.		Bldg 1		Fire Alarm Services						
City:		Round Rock										
State:		Texas										
Phone #:		512-634-1829										
End-User Facility Name		Williamson County Annex										
Address		412 Vance St., Taylor, TX										
Zip Code		Enter quantity of each of desired line items below the rose colored boxes Total Price will automatically be calculated at bottom of sheet.										
		Full Service Pricing Includes Annual Inspection										
<b>LINE ITEMS - Fire Alarm Contract</b> <b>(Addressable) SIN 561-001</b>		<b>Initial Test, Inspect,</b> <b>&amp; Report</b>	<b>Qty</b>	<b>Total Initial</b> <b>Test, Inspect,</b> <b>&amp; Report</b>						<b>Annual Full</b> <b>Maint.</b>	<b>Qty</b>	<b>Total Annual</b> <b>Full Maint.</b>
<b>Control Equipment</b>												
Simplex 4010 (Fire Alarm Panel)		\$ 160.41		\$ -						\$ 573.42		\$ -
Simplex 4020 (Fire Alarm Panel) Under 127 Points Mapnet Under 250 Idnet		\$ 160.41		\$ -						\$ 669.79		\$ -
Simplex 4120 (Fire Alarm Panel) Over 127 Points Mapnet		\$ 160.41		\$ -						\$ 882.42		\$ -
Simplex 4100U (Fire Alarm Panel) Over 508 Points Mapnet		\$ 160.41		\$ -						\$ 1,307.68		\$ -
Simplex 2120 (Fire Alarm Panel)		\$ 160.41		\$ -						\$ 882.42		\$ -
Simplex 4100 (Fire Alarm Panel)		\$ 160.41		\$ -						\$ 1,307.68		\$ -
Simplex 4120 Multiplex (Fire Alarm Panel)		\$ 160.41		\$ -						\$ 882.42		\$ -
Simplex 4008		\$ 160.41		\$ -						\$ 556.98		\$ -
Non-Simplex Fire Alarm Control Panel (Addressable)		\$ 160.41		\$ -						\$ 1,307.68		\$ -
Additional Panel (each)		\$ 76.14		\$ -	For Full Service, must insert panel quantities in lines 13-21					Test Only, See Line 106		
Control Panel Special Systems (ie preaction, CO2, Halon alternative, etc)		\$ 160.41		\$ -						\$ 548.00		\$ -
Control Panel Central Transmitter		Included								Test Only, See Line 106		
Central Station Receiver		Included								Test Only, See Line 106		
Annunciator LED type		\$ 35.53		\$ -						\$ 154.43		\$ -
NAC Power Extender (Includes Battery Testing)		\$ 76.14		\$ -						\$ 252.93		\$ -
Battery testing -gel cell		Included								Test Only, See Line 106		
Battery testing - Ni-Cad		Included								Test Only, See Line 106		
D.A.C.T.		\$ 20.30		\$ -						\$ 71.16		\$ -

LINE ITEMS - Fire Alarm Contract (Addressable) SIN 561-001	Initial Test, Inspect, & Report	Qty	Total Initial Test, Inspect, & Report							Annual Full Maint.	Qty	Total Annual Full Maint.
<b>Emergency voice/alarm communications equipment</b>												
Emergency Telephone	\$ 3.87		\$ -							Test Only, See Line 106		
Phone Jacks	\$ 4.06		\$ -							Test Only, See Line 106		
Call-in signal; off-hook indicator	Included									Test Only, See Line 106		
Amplifier & tone generators	Included									Test Only, See Line 106		
<b>Initiating Devices</b>												
Duct detector Functional Test Only	\$ 20.30		\$ -							\$ 114.77		\$ -
Duct detector , Inspection, Cleaning, Sensitivity	\$ 35.53		\$ -							Test Only, See Line 106		
Subfloor Detector (Test and Inspect)	\$ 15.23		\$ -							Test Only, See Line 106		
Subfloor Detector (Test, Clean and Sensitivity)	\$ 27.41		\$ -									
Heat detector: restorable	\$ 11.17		\$ -							\$ 37.05		\$ -
Heat detector: non-restorable	\$ 11.17		\$ -							\$ 37.05		\$ -
Smoke Detector Test & Inspect	\$ 7.75		\$ -							\$ 27.20		\$ -
Smoke detector: photoelectric (Includes Detector Cleaning)	\$ 12.57		\$ -							Test Only See Line 104		
Smoke detector: beam detection	\$ 42.64		\$ -					For Inspections and Repairs of this device, Lift pricing will		\$ 146.50		\$ -
Smoke Detector Test/Inspect, Clean, and Sensitivity Testing	\$ 21.32		\$ -							\$ 67.57		\$ -
Smoke Detector Sensitivity Report from Panel	\$ 126.90		\$ -							Test Only, See Line 106		
Above ceiling grid smoke detector Inspection	\$ 21.32		\$ -							\$ 64.81		\$ -
Smoke detector: laser	\$ 40.61		\$ -							Test Only, See Line 106		
Master Box	\$ 26.40		\$ -							\$ 171.18		\$ -
Fire Alarm Box (Manual Pull Station)	\$ 3.87		\$ -							\$ 14.97		\$ -
Flame Detector	\$ 40.61		\$ -							\$ 293.49		\$ -
										Test Only, See Line 106		
Elevator Shunt Trip Test/Per Bank	\$ 21.32		\$ -									
Vesda Early Detection Device	\$ 42.64		\$ -							\$ 249.10		\$ -

LINE ITEMS - Fire Alarm Contract (Addressable) SIN 561-001	Initial Test, Inspect, & Report	Qty	Total Initial Test, Inspect, & Report							Annual Full Maint.	Qty	Total Annual Full Maint.
<b>Supervisory Devices</b>												
Fire Supervisory Signal, Emergency Generator	\$ 3.87		\$ -							Test Only, See Line 106		
Fire Supervisory Signal, Air Pressure	\$ 6.60		\$ -							\$ 24.12		\$ -
Sprinkler Water Flow Switch Electrical only	\$ 6.60		\$ -							\$ 25.92		\$ -
Sprinkler Tamper Switch Electrical only	\$ 6.60		\$ -							\$ 24.12		\$ -
Fire Supervisory Signal, Fire Pump	\$ 3.87		\$ -							Test Only, See Line 106		
Water tank; low level	\$ 3.87		\$ -							Test Only, See Line 106		
Water tank; high level	\$ 3.87		\$ -							Test Only, See Line 106		
Water tank; temperature	\$ 3.87		\$ -							Test Only, See Line 106		
Lift Rental per inspection / Service Call (If Required)	\$ 319.80		\$ -							\$ 319.80		\$ -
Lift Rental per inspection (NYC) / Service call (If Required)	\$ 533.00		\$ -							\$ 533.00		\$ -
Door closer/Holder	\$ 3.87		\$ -							\$ 90.21		\$ -
Smoke Dampers	\$ 69.62		\$ -							Test Only, See Line 106		
Overhead fire doors	\$ 152.28		\$ -							Test Only, See Line 106		

LINE ITEMS - Fire Alarm Contract (Addressable) SIN 561-001	Initial Test, Inspect, & Report	Qty	Total Initial Test, Inspect, & Report							Annual Full Maint.	Qty	Total Annual Full Maint.
<b>Alarm Notification Appliances</b>												
Fire Alarm, Bell	\$ 3.87		\$ -							\$ 15.27		\$ -
Speakers	\$ 3.87		\$ -							\$ 15.27		\$ -
Fire Alarm Audio Visual Device (A/V)	\$ 3.87		\$ -							\$ 18.67		\$ -
Horns	\$ 3.87		\$ -							\$ 15.27		\$ -
<b>Monitoring</b>												
UL Central Station Monitoring (Fire)	\$ 319.80	1	\$ 319.80									
Single Bldg fire alarm only including 24-hour dialer test	\$ 409.14		\$ -									
Multiple Bldg. applications (same Dialer) Cost per each building)	\$ 153.30		\$ -									
Single Bldg Burglar alarm	\$ 383.76		\$ -									
Combo Fire & Security Monitoring - Single Bldg	\$ 537.06		\$ -									
Holdup Duress	\$ 63.96		\$ -									
Open/Close Logging (Log Only)	\$ 166.50		\$ -									
Open/Close Logging Supervised	\$ 447.72		\$ -									
Monthly opening and closing reports	\$ 89.34		\$ -									
Weekly opening and closing reports	\$ 358.38		\$ -									
Special Conditions(per initiating device) Monitoring of other alarm types such as temperature, nurse call)	\$ 63.96		\$ -									
Digital Communicator and programming	\$ 710.38		\$ -									
Reprogramming	\$ 160.41	0	\$ -									
Elevator Monitoring (per unit)	\$ 255.84		\$ -									
Parking Lot Service (Phone)	\$ 255.84		\$ -									
Video Alarm verification (Maximum 3 incidents per month, \$30 charge per incident over 3/mo: video archive time 5 days	\$ 1,265.99		\$ -									
24 Hour Dialer Test for non-fire system subscriber or second line test	\$ 77.16		\$ -									
				Note: For all items that state "Test Only" Full Service								

[illegible]

Initial Test & Inspect. Sub Total:	\$ 563.46
Difficulty Factor	1.15
Sub Total	\$ 647.98
Spot Reduction	\$ -
Price Reduction	\$ 8.50
<b>Total Initial Test &amp; Inspection</b>	<b>\$ 639.48</b>

If a Reduction is needed **type** it in here>

Annual Full Maintenance sub total:	\$ -
Difficulty Factor	1.15
Sub Total	\$ -
Spot Reduction	\$ -
Price reduciton	\$ 8.50
<b>Total Annual Full Maintenance</b>	<b>\$ -</b>

<b>Zip Code</b>	00000	<b>Normal Business Hours Order Total</b>
<b>End-User Facility Name</b>	Williamson County Annex	
<b>Address</b>	412 Vance St., Taylor, TX	<b>\$ 639.48</b>
<b>Normal Business Hours are Monday - Friday 7:00 am to 4:30 pm, excluding holidays</b>		

By signing, customer acknowledges and agrees to the additional terms and conditions below. SimplexGrinnell is not obligated to perform services until signature is obtained.

Customer Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

<b>Zip Code</b>	00000	<b>After Normal Business Hours Order Total</b>
<b>End-User Facility Name</b>	Williamson County Annex	
<b>Address</b>	412 Vance St., Taylor, TX	<b>\$ 959.22</b>
<b>Use only if inspections are required to be performed outside normal business hours</b>		

By signing, customer acknowledges and agrees to the additional terms and conditions below. SimplexGrinnell is not obligated to perform services until signature is obtained.

Customer Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**The below Negotiated hourly charges are for Repairs and Unscheduled Services Labor only.**

**Fire Alarm Technician (Software based)**

**Rates - NICET Level II Technician (Addressable System)**

Repair Services per hour during normal hours (Monday through Friday)	<b>Per Hour</b> \$113.71
Repair services per hour outside normal hours (Before 7:00 am and After 4:30 pm Monday Through Friday and all hours on Saturday)	\$169.80
Repair services per hour Sunday and Holidays	\$226.40

Travel time is permitted for all repairs and unscheduled services not covered in the line items ordered above. Maximum travel time charge is (4) hours.

Minimum charge for an Emergency and/or Priority Call is (3) Hours (Inspection Deficiencies are Excluded)

**Repairs and unscheduled services are not to be quoted using this document, please use the applicable quote forms located on our SG Intranet site "<http://simplexgrinnell.ia/government/US/index.asp>" under GSA Schedules; Service.**

## **Additional Terms and Conditions**

As agreed upon by the GSA FSS Contracting Officer and documented in a Modification PS-0020 to the GSA FSS contract, the following SG Commercial Terms and Exclusions are For ease of understanding, as used in these SG Commercial Terms and Exclusions the term “Agreement” refers to the Orders issued by ordering activities, “Customer” refers to

1. **Services.** Company will perform the services described in the Agreement (“Services”) for one or more system(s) or equipment as described in this Agreement or the listed
2. **Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Agreement Scope of Work.
3. **Reciprocal Waiver of Claims (SAFETY Act).** Certain of SimplexGrinnell's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism
4. **Customer Responsibilities.**
  - a. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customers attention. This Agreement assumes any existing system(s) are
  - b. Customer further agrees to:
    - i. Provide Company clear working access to Covered System(s) to be serviced including, if applicable, lift equipment needed to reach inaccessible equipment
    - ii. Supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
    - iii. Notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of
    - iv. Provide a safe work environment;
    - v. In the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue
    - vi. Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.
    - vii. If escorts are required, work must be started within one (1) hour of Company staff arrival to customer site. Any additional waiting / processing time (whether at entry
5. **Reserved**
6. **Limitation of Liability; Limitations of Remedy.** It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING,
7. **Exclusions.** This Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire
8. **Terms and Conditions Governing Alarm Monitoring Service.**

a. Customer agrees and acknowledges that Company's sole and only obligation shall be to provide alarm monitoring, notification, and/or alarm services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested.

**b. Customer's Duties.**

- i. Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention.
- ii. In the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational.
- iii. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.
- iv. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.
- v. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company.
- vi. Customer shall promptly reset the System after any activation.
- vii. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.
- viii. Customer shall follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation", or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company.

**c. Communication Facilities.**

i. **Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

ii. **Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission.

**TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.**

**d. Verification; Runner Service.** Some jurisdictions may require alarm verification by telephone or on-site verification (Runner Service) before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

**e. Personal Emergency Response Service.** If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response.

**f. System Equipment.** If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

g. **Remote Service.** If Customer selects Remote Service, Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the internet, Remote Service does not constitute monitoring of the system and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. The Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate service under this Agreement.

services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

i. **Outside Charges.** Customer understands and accepts that Company specifically denies any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

**Commissioners Court - Regular Session****73.****Meeting Date:** 03/20/2018

Approval of SHI Government Solutions DIR Contract Purchase

**Submitted For:** Randy Barker**Submitted By:** Johnny Grimaldo, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on approving the purchase of software licenses per quote # 14893403 between SHI International and Williamson County in the amount of \$59,488.00 pursuant to DIR contract # DIR-SDD-2503 to support the operations of Williamson County EMS.

**Background**

This is a DIR quote for FY18 EMS Licenses. This expenditure will be charged to 01.0100.0503.004208. Funding was approved in the FY2018 budget.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**SHI DIR QUOTE

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**Form Review****Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Purchasing (Originator)  
Form Started By: Johnny Grimaldo  
Final Approval Date: 03/14/2018

**Reviewed By**

Randy Barker  
Rebecca Clemons  
Randy Barker

**Date**

03/13/2018 09:57 AM  
03/14/2018 09:36 AM  
03/14/2018 02:50 PM  
Started On: 03/12/2018 03:40 PM



Pricing Proposal  
Quotation #: 14893403  
Created On: 2/20/2018  
Valid Until: 2/28/2018

## WILLIAMSON COUNTY

### Jim Daniels

301 SE Inner Loop, Ste 105  
GEORGETOWN, TX 78626  
United States  
Phone: (512) 943-1485  
Fax:  
Email: jdaniels@wilco.org

## Inside Account Manager

### Jeff Rosen

1301 South Mo-Pac Expressway  
Suite 375  
Austin, TX 78746  
Send PO to: Texas@shi.com  
Phone: 800-870-6079 ext 8686150  
Fax: (512)732-0232  
Email: Jeff\_Rosen@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 EntMobandSecE3FullKGOV ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 5UQ-00001 Contract Name: Microsoft Contract #: DIR-SDD-2503 Coverage Term: 3/1/2018 – 1/31/2019 <b>Note:</b> Price based on monthly price \$2.32 by 11 months to next anniversary date. Then you will be invoiced for 12 months for the following year along with current EA.	350	\$25.52	\$8,932.00
2 EntMobandSecE3Full GOV ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-11233 Contract Name: Microsoft Contract #: DIR-SDD-2503 Coverage Term: 3/1/2018 – 1/31/2019 <b>Note:</b> Price based on monthly price \$7.66 by 11 months to next anniversary date. Then you will be invoiced for 12 months for the following year along with current EA.	600	\$84.26	\$50,556.00
Total			\$59,488.00

## Additional Comments

### Service Level Agreements:

1. **Quotes:** Quote requests will be acknowledged within 4 business hours of each request. Under normal circumstances, quotes will be provided within 24-48 hours of the initial request. If quotes will take longer than this timeframe, status updates will be provided at reasonable intervals.

2. **Orders:** All valid orders will be processed within 24 hours.

3. **Contract Documents:** All submissions will be reviewed and responded to within 24 business hours. Actual processing time will vary based on quality and complexity of the submission.

The Products offered under this proposal are subject to the SHI Return Policy posted at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy), unless there is an existing agreement between SHI and the Customer.

**Commissioners Court - Regular Session****74.****Meeting Date:** 03/20/2018

Lime Slurry contract extension

**Submitted For:** Randy Barker**Submitted By:** Dianne West, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on authorizing the extension of Lime Slurry contract 1602-054, for the same pricing, terms and conditions as the existing contract for the term of April 12, 2018 - April 11, 2019.

**Background**

This is the second and last extension for this contract. The Road and Bridge department submitted a Vendor Performance Report (VPR) that reflected the Vendor met County requirements on this contract, and requested to renew for the last renewal period.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**1602-054 Lime Slurry extension

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**Form Review****Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Dianne West  
Final Approval Date: 03/14/2018

**Reviewed By**

Randy Barker  
Rebecca Clemons

**Date**

03/13/2018 09:59 AM  
03/14/2018 09:36 AM  
Started On: 03/12/2018 04:42 PM



## Summary Agreement for Renewal of Williamson County Contract

<b>Purchase/Contract Type:</b>	Goods	<b>Department:</b>	Road & Bridge
<b>Vendor Name:</b>	Austin White Lime Co.		
<b>Vendor Address:</b>	14001 McNeil Rd., Austin, TX 78728		
<b>Purpose/Intended Use of Product or Service (summary):</b>			
Lime Slurry			
<b>P.O./Contract Number:</b>	1602-054	<b>Effective Date:</b>	04/12/2018
<b>Purchaser/Contract Specialist:</b>	Dianne West	<b>Expiration Date:</b>	04/11/2019
<b>Requested By:</b>	Terron Evertson, Director		
<b>Detailed description of renewal of product and/or service.</b>			
<ul style="list-style-type: none"> <li>Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.</li> <li>PLEASE INCLUDE THE FOLLOWING: <ul style="list-style-type: none"> <li>- COMPLETED 1295 FORM; AND</li> <li>- RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.</li> </ul> </li> <li>Extend Contract for the 2<sup>nd</sup> of two (2), one (1) year renewal option periods:</li> </ul>			
Renewal Option Period 2		April 12, 2018 – April 11, 2019	
Renewal Option Period 1		April 12, 2017 – April 11, 2018	
Initial Contract Period		April 12, 2016 – April 11, 2017	
<b>BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN</b>			
Vendor <u>Austin White Lime Transport</u>		Williamson County, 710 Main St., Georgetown, TX 78626	
Name <u>Lila R. Weirich</u>		Dan A. Gattis	
Title <u>Sales Manager</u>		Williamson County Judge	
Signature <u><i>Lila R. Weirich</i></u>		Signature _____	
Date <u>2/22/18</u>		Date _____	

**Commissioners Court - Regular Session****75.****Meeting Date:** 03/20/2018

CALEA Accreditation and Publications Subscription and Access Agreements

**Submitted For:** Randy Barker**Submitted By:** Dianne West, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on authorizing the Commission on Accreditation for Law Enforcement Agencies (CALEA) Accreditation Agreement and associated CALEA Publications Subscription and Access Agreement for a single payment amount of \$16125 to cover Williamson County Sheriff's Office assessment and compliance to applicable standards in order to receive designation as accredited.

**Background**

The Accreditation Agreement purpose is to conduct an on-site assessment of Williamson County's compliance with applicable standards and receive the designation as accredited. The Publications Subscription and Access Agreement allows Williamson County access to CALEA's electronic publications for the purpose of CALEA Accreditation, research, general resource, or other approved purpose. These were approved in the FY18 budget under line 0100.0560.4100.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**[CALEA Accreditation Agreement](#)[CALEA Publications Subscription and Access Agreement](#)

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**Form Review****Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Dianne West  
Final Approval Date: 03/14/2018

**Reviewed By**

Randy Barker  
Rebecca Clemons

**Date**

03/13/2018 03:31 PM  
03/14/2018 09:36 AM  
Started On: 03/13/2018 09:00 AM

**THE ACCREDITATION PROGRAM FOR LAW ENFORCEMENT  
ACCREDITATION AGREEMENT**

This Agreement is entered into between the Williamson County Sheriff's Office with principal offices at 508 S. Rock Street, Georgetown, TX 78626 telephone number 512-943-1300 hereafter referred to as the "Agency," and the Commission on Accreditation for Law Enforcement Agencies, Inc., a Maryland Corporation, with principal offices at 13575 Heathcote Boulevard, Suite 320, Gainesville, Virginia 20155, telephone number (703) 352-4225, hereafter referred to as "CALEA."

**WITNESSETH**

The Agency and CALEA, for and in consideration of the mutual covenants set forth in this Agreement and the compensation to be paid to CALEA as hereafter specified, covenant and agree to be bound by the provisions, terms, and covenants contained herein, WHEREFORE, each party covenants and agrees as follows:

**1. PURPOSE OF THIS AGREEMENT:**

1.1 The purpose of this Agreement is to establish the relationships between, and set the responsibilities of, the parties of the Agreement (a) by CALEA's assessing the Agency's compliance with applicable standards established by CALEA in order for CALEA to determine if the Agency is eligible for designation as accredited, and (b) by the Agency's maintaining compliance with those standards by which they were accredited.

**2. AGENCY'S RESPONSIBILITIES: The Agency agrees to:**

- 2.1 Provide all information, documents, files, records, and other data as required by CALEA so far as the same may be provided in accordance with laws, regulations, and ordinances of the state, county, locality, or municipality in which the agency is located.
- 2.2 Fully and accurately respond to all communications from CALEA within ten (10) business days from the receipt thereof.

**3. CALEA'S RESPONSIBILITIES: CALEA agrees to:**

- 3.1 Provide necessary documentation, forms, and instructions regarding the accreditation process.
- 3.2 Provide CALEA-trained Assessors for the purpose of conducting an on-site assessment of the Agency's compliance with applicable standards.

**CALEA will not accept this agreement if it is not executed by June 30, 2018.**

**November 2016**

3.3 Promptly analyze compliance data and advise the Agency of the results of the on-site assessment and the need for additional information, if any.

3.4 Conduct a hearing and certify the Agency as accredited if the relevant standards are complied with.

3.5 If the Agency is accredited (a) provide a certificate, and (b) make available indicia of accreditation.

3.6 If the Agency is not accredited following an examination of compliance with applicable standards, provide the Agency with reasons for CALEA's decision.

#### **4. TIME PERIOD COVERED BY THIS AGREEMENT:**

4.1 This Agreement shall take effect when the Agency's Chief Executive Officer, or authorized representative, and the Executive Director of CALEA, acting on its behalf, signs the Agreement. This Agreement shall be effective upon signing by the second party, the "Effective Date."

4.2 The terms and covenants of this Agreement shall terminate in the following circumstances:

- (a) Upon expiration of the 36 month for accreditation following the effective date of this Agreement unless a successful on-site assessment is completed within that period of time or the non-payment of an annual contract extension fee for additional time; or
- (b) Upon written notice by the Agency that it withdraws from the accreditation process; or
- (c) Upon termination pursuant to Section 5.2 or 6.1 hereof; or
- (d) Upon expiration or revocation of the Agency's accredited status; or
- (e) Notwithstanding any other provisions herein, at the option of either the Agency or CALEA, upon at least sixty (60) days prior notice by such party to the other specifying the date of termination.

4.3 CALEA may, at its discretion, upon request by the Agency, extend this Agreement in accordance with the terms and provisions of the CALEA Process and Programs Guide.

#### **5. MODIFICATION:**

5.1 There shall be no modifications of this Agreement except in writing, signed by both parties, and executed with the same formalities as this document.

5.2 The Agency recognizes and acknowledges that it will be necessary for CALEA to make reasonable modifications and amendments to this Agreement, fees and other related documents, including but not limited to the accreditation standards and procedures thereto and hereby agrees to endorse all modifications and amendments which the Agency deems reasonable. In the event the Agency deems such modifications or amendments unreasonable, CALEA reserves the right to terminate this Agreement after due consideration thereof by giving notice by registered or certified mail, return receipt requested, that in the event the Agency refuses to accept and execute such modifications or amendments, then and in such event, this Agreement will be terminated.

**Williamson County Sheriff's Office**

## **6. TIME AND MANNER OF PAYMENT:**

6.1 The Agency may elect several options for payment of the initial accreditation fee, which is not refundable. The initial accreditation fee includes access to CALEA PowerDMS Accreditation Tool software. The software log in credential will be provided after this Agreement is executed. All accreditation fees must be paid in full prior to requesting on-site assessment. CALEA reserves the right to terminate this Agreement if an installment payment is delinquent by more than sixty days.

### **6.1 (a) Accreditation Payment Option**

Our agency elects Single installment(s) accreditation payment option. The amount of \$16125 is herein remitted to CALEA. Purchase Order, TBD is herein remitted with Agreement.

AND

The Agency will be billed for CALEA's projected on-site assessment charge and payment will be required prior to the on-site assessment.

6.2 If the Agency is determined ineligible to apply for participation in the accreditation program, a full refund of all sums paid will be returned to the Agency.

6.3 One month after the initial accreditation award, the agency will be billed the Annual Continuation Fee. The Continuation Fee of \$5000 is defined as the Service Charge and estimated On-site Assessment Charge for reaccreditation subject to change after each reaccreditation award with the limitations contained in this Section 6.3. The Continuation Fee will be billed to the Agency and paid in annual installments, due by the 1st, 13th, 25th, and 37th months following the initial award and each subsequent awards thereafter. Any adjustments to annual Continuation Fees will be made at the beginning of each reaccreditation award period.

6.4 CALEA reserves the right to terminate this Agreement if any payment required of Agency is delinquent by more than sixty (60) days.

## **7. CALEA AS AN INDEPENDENT CONTRACTOR:**

7.1 In all matters pertaining to this Agreement, CALEA shall be acting as an independent contractor and neither CALEA nor any officer, employee, or agent of CALEA will be deemed an employee of the Agency. The selection and designation of the personnel of CALEA in performance of its responsibilities under this Agreement shall be made by CALEA.

7.2 In all matters pertaining to this Agreement and the relationship between the parties thereto, the Executive Director of CALEA will act in the name of CALEA.

## **8. AUTHORITY:**

8.1 The person signing on behalf of the Agency hereby represents and warrants that he or she has the power and authority to execute this Agreement and to bind said Agency to all terms and covenants contained herein including, but not limited to, the provisions of this Section 8.

**Williamson County Sheriff's Office**

**9. INTEGRATION:**

9.1 This instrument embodies the whole Agreement of the parties. The parties warrant that there are no promises, terms, conditions, or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

**10. SEVERABILITY:**

10.1 If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement and the application of such provisions to persons or circumstances other than those to which it is held invalid shall not be affected thereby.

**11. WARRANTY NOT INTENDED OR IMPLIED:**

11.1 It is understood that CALEA's award of accreditation does not constitute a warranty, express or implied, of total or continued compliance by the Agency with all applicable standards of accreditation and, further, that it is not a substitute for the Agency's ongoing and in-depth monitoring and evaluation of its activities and the quality of its services.

**12. WAIVER:**

12.1 Any waiver by CALEA or any breach of this Agreement by the Agency shall relate only to that particular breach and shall not amount to a general waiver.

**13. NOTICE:**

13.1 Any notice between the parties shall be in writing and sent postage prepaid, to the addresses as specified in the preamble of this Agreement or to such other address as either party may specify in writing in accordance with this section.

**14. HEADINGS:**

14.1 The headings of this Agreement shall not be deemed part of it and shall not in any way affect its construction.

**15. CONSENT TO BE BOUND:**

15.1 The Agency accepts CALEA's decisions as the final authority on all matters relating to CALEA's standards and accreditation program.

**Williamson County Sheriff's Office**

**16. APPROPRIATE COPYRIGHT USE OF COMMISSION MATERIALS:**

16.1 CALEA Publications are protected by U.S. and International Copyright Laws. Copyright-protected materials may not be copied, reproduced, changed, altered, distributed, used in the creation of derivative works, stored in a retrieval system, or transmitted in any form, or by any means – electronic, mechanical, photocopying, recording or otherwise – without the express written permission of CALEA.

**17. APPROPRIATE TRADEMARK USE OF COMMISSION MATERIALS:**

17.1 CALEA's trademarks and trade dress may not be used in connection with any product or service that is not CALEA's in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits CALEA or that otherwise dilutes any of CALEA's trademarks.

**18. POWERDMS DOCUMENT ACCREDITATION MANAGEMENT SOLUTION:**

18.1 CALEA recognizes PowerDMS, Inc. ("PowerDMS") as exclusive provider for CALEA accreditation management software.

**19. CONFIDENTIALITY:**

19.1 The Commission shall receive and hold confidential any and all reports, files, records, and other data obtained from the Agency pursuant to this Agreement. The Commission shall not disclose, distribute, or release to any person or organization contents thereof, either provided by the Agency or developed by the Commission in the furtherance of its responsibilities under this Agreement.

Exceptions to this confidentiality clause include valid court orders issued by any federal or state court directing the release of such information. Additionally, the Commission shall be authorized by the agency to conduct an open meeting regarding the Agency's candidacy for accreditation, or, its continued compliance with applicable standards. This shall include but not be limited to all factual matters relating to the assessment of the agency for accreditation, and all comments which form a basis for the opinion either in favor of or against accreditation.

Requests to waive the open meeting exclusion must be made by the Agency in writing and define the specific content or information held by the Commission that shall not be disclosed.

Notwithstanding specific instructions of the Agency, any agent or employee of the Commission shall be authorized to receive information, either provided by the Agency or developed by the Commission in furtherance of its responsibilities under the agreement.

## SPECIAL PROVISIONS

The parties acknowledge and expressly agree that these special provisions replace and preempt any provisions in this Agreement in conflict with the following special provisions.

In compliance to the Texas Constitution, art. III, Section 52 in contracting with local government entities, the following special provisions are hereby incorporated into the Publications Subscription and Access Agreement and Accreditation Agreement:

- (a) Removes all indemnification or "limitation of liability" provisions.
- (b) Adds: Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. With the exception of annual administrative fees and software licensing, in the event of termination, The Williamson County Sheriff's Office will only be liable for its pro rata share of services rendered and goods actually received.
- (c) Adds: Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the agreement; (2) the date the performance of the service under the agreement 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.
- (d) Reimbursements: CALEA Travel Policy, which is incorporated herein as if copied in full, with the exception of the following terms:
  - Williamson County will not approve \$65 per day for meals
  - Williamson County will approve the \$50 per diem max per day, no receipts required
  - CALEA shall provide receipts/back-up documentation for reimbursement of all travel expenses (except meals as defined above)
- (e) Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Agreement.
- (f) Venue and Governing Law: Venue of this agreement shall be Williamson County, Texas, and the law of the State of Texas shall govern.
- (g) CALEA agrees to provide licensee any books, documents, papers and records that it has retained specifically related to this agreement with the Williamson County Sheriff's Office, for a period of up to three years following the final payments received. This action is in support of the licensee's intent to make audits, examinations, excerpts, and transcripts.

**Williamson County Sheriff's Office**

IN WITNESS WHEREOF, The Agency has caused this Agreement to be executed on

\_\_\_\_\_, 20\_\_\_\_.

Witness:

By \_\_\_\_\_

By \_\_\_\_\_  
(signature)

Robert Chody  
(typed name)

Sheriff  
(title)\*

By \_\_\_\_\_

By \_\_\_\_\_  
(signature)

N/A  
(typed name)

Not Available  
(title)\*\*

IN WITNESS WHEREOF, CALEA has caused this Agreement to be executed by the Executive Director of CALEA, acting on its behalf, on MAR 06 2018.

Witness:

The Commission on Accreditation for Law  
Enforcement Agencies, Inc.

By Wendy Jones

By W. Craig Hartley Jr.  
Executive Director

\*Title of the Agency's Chief Executive Officer.

\*\*Title of the appropriate civil authority in the event such signature is required to effect this Agreement. If not required, please so note in this signature block

Adm 11/16



## LAW ENFORCEMENT ENROLLMENT FORM

Agency Name: Williamson County Sheriff's Office

Street Address: 508 S. Rock Street

P.O. Box No: \_\_\_\_\_ P.O. Box Zip/Postal Code 78626

City: Georgetown State/Province: TX

Zip/Postal Code: 78626

Agency Telephone: 512-943-1300 Agency Fax: 512-943-1444

Special Shipping Instructions: \_\_\_\_\_

### Agency's Chief Executive Officer

Name: Robert Chody

Title: Sheriff

Telephone: 512-943-1300 E-mail: rchody@wilco.org

### Agency's Accreditation Contact

Name: Rebecca Rodriguez

Title: Administrative Services Manager

Telephone: 52-943-5261 E-mail: rebecca.rodriguez@wilco.org

The commitment our agency must make in working with CALEA toward accreditation is understood and accepted. Also, we are prepared to provide information promptly concerning our agency that CALEA requires in making its determination for awarding accreditation. It is also understood that our agency is entering into a nonadversarial working relationship with CALEA and that our agency can terminate its status at any time upon notice as indicated in the aforementioned Agreement, Section 4.2.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Signature

Robert Chody

Typed Name

Sheriff

Title



## **PUBLICATIONS SUBSCRIPTION AND ACCESS AGREEMENT**

### **TERMS & CONDITIONS FOR SUBSCRIBERS TO THE ELECTRONIC PUBLICATIONS**

THIS SUBSCRIPTION AND ACCESS AGREEMENT ("Agreement") by and between CALEA®, Inc., a Maryland Corporation, located at 13575 Heathcote Boulevard, Suite, 320 Gainesville, Virginia 20155-6660 ("Licensor"); and Williamson County Sheriff's Office, located at 508 S. Rock Street, Georgetown, TX 78626 ("Licensee") intending to be legally bound, for CALEA to provide to Licensee, subject to this Agreement, access to CALEA's electronic publications for the purpose of CALEA Accreditation, research, general resource, or other approved purpose.

### **I. Content of Licensed Materials; Grant of License**

The materials that are the subject of this Agreement shall consist of electronic information published or otherwise made available by Licensor which includes the following:

- (a) CALEA Standards for Law Enforcement Agencies;
- (b) CALEA Standards for Public Safety Communications Agencies;
- (c) CALEA Standards for Public Safety Training Academies;
- (d) CALEA Standards for Campus Security Agencies; and
- (e) CALEA Process and Programs Guide (hereinafter referred to as the "Licensed Materials").

Licensee and its Authorized Users acknowledge that the copyright and title to the Licensed Materials and any trademarks or service marks relating thereto remain with Licensor and/or its suppliers. Neither Licensee nor its Authorized Users shall have right, title or interest in the Licensed Materials except as expressly set forth in this Agreement. Licensor hereby grants to Licensee non-exclusive use of the Licensed Materials and the right to provide the Licensed Materials to Authorized Users in accordance with this Agreement. In the event Licensee elects to export data from any of the electronic publications, all of the terms contained within this agreement will apply, with the provision to include downloading of the data to a Licensee electronic file. Data exported will be used for public safety accreditation management or scholarly, educational use only and these data cannot be resold or used for other commercial purposes, posted on a subscription or free site, or forwarded beyond the initial export/download, without the written permission from CALEA. Licensee acknowledges CALEA® copyright and agrees to cite CALEA when using data from the publication(s).

## II. Delivery/Access of Licensed Materials to Licensee

Licensors will provide the Licensed Materials to the Licensee through Networked Access or Local Access via an application developed and supported by PowerDMS, Inc. (PowerDMS). The Licensed Materials will be stored at one or more Licensor locations in digital form accessible by telecommunications links between such locations and authorized networks of Licensee. Any use of PowerDMS's application or other services shall be subject to the terms and conditions set forth in Addendum A.

## III. Fees

- (a) **SUBSCRIPTION FEES** – The annual Subscription Fees are determined by CALEA customer type. Licensee shall select one of the following CALEA customer types:

☒ **CALEA Enrolled Agencies**

Organizations currently enrolled in one of the four CALEA Accreditation Programs (Law Enforcement, Public Safety Communications, Public Safety Training Academy and CALEA Campus Security Accreditation). Each CALEA Accreditation Program comes with automatic enrollment in the applicable PowerDMS/CALEA Assessment Tool(s). **Subscription payments, including the fees applicable to the PowerDMS/CALEA Assessment Tool(s) in which the organization is enrolled, are included in accreditation payment installments.**

☐ **Non-Enrolled Agencies**

Organizations currently not enrolled in one of the four CALEA Accreditation Programs. The annual subscription fee is \$900 (payments may be applied to accreditation fees after CALEA Enrollment on a prorated basis determined by CALEA).

☐ **Non-Public Safety Academic Institutions**

Organizations that primarily serve for the purpose of providing education support and research. Libraries are an example of this customer type. The annual subscription fee is \$200.

☐ **Individuals**

Persons not associated with a CALEA Enrolled, Non-Enrolled or Non-Public Safety Academic Institution. Individuals are not eligible for site licenses. The annual subscription fee is \$80.

CALEA reserves the right to change a Licensee's customer type at any time during the duration of Agreement.

- (b) **BILLING** -Licensee shall be billed annually, in advance, at rates set forth by CALEA on an invoice. Payment shall be due and payable upon receipt of the invoice. Accounts not paid in full within 30 days of the invoice date shall be considered delinquent and may result in a disruption of licensed materials access. NOTE: This disruption will impact the functionality of PowerDMS services for those entities subscribing to that service.

**Williamson County Sheriff's Office**

- (c) **BILLING ENTITY** CALEA shall serve as the billing entity and, with exception of CALEA Enrolled Agencies, all invoices associated with this agreement are separate and apart from other services provided by CALEA, including but not limited to accreditation services, other software services, conference services, and other products. When applicable, fees associated with the PowerDMS/CALEA Assessment Tool(s) shall be reflected as a separate line item on the invoice for collection by CALEA and remittance to PowerDMS.

#### **IV. CALEA Commitment to Customer Service**

In order to support its customers and maintain contemporary publications, and to leverage technology, CALEA may periodically make changes to the content, design and delivery of its Publications and Services. This includes the updating of standards and the respective manuals.

CALEA will make reasonable efforts to notify Licensee of changes when they are material through corporate website notices, but in any case Licensee continued use of the Subscription Services shall constitute Licensee assent to this Agreement as it is then in effect. If Licensor changes this Agreement, Licensor will make notification through electronic transmittal, and the changes will become immediately effective. Accordingly, Licensee should visit the Site periodically to review the then-current services.

#### **V. Authorized Use of Licensed Materials**

- (a) **Authorized Users** - Authorized Users are Persons Affiliated with Licensee directly or through a subscribing entity in which they are employed or directly affiliated for a specific purpose that supports the entity's mission. This may include full or part-time employees of the subscribing entity. A licensee may not share access to the publications with other entities or affiliates of other entities, or other individuals. This includes the sharing of access among public safety organizations.
- (b) **Authorized Uses.** Licensee and Authorized Users may make all use of the Licensed Materials as is consistent with the Fair Use Provisions of United States and international law. Nothing in this Agreement is intended to limit in any way whatsoever Licensee's or any Authorized User's rights under the Fair Use provisions of United States or international law to use the Licensed Materials. The Licensed Materials may be used for purposes of CALEA Accreditation, research, education or other noncommercial use as follows:
1. Display - Licensee and Authorized Users shall have the right to electronically display the Licensed Materials as necessary to support the use intent of the materials.
  2. Digitally Copy - Licensee and Authorized Users may download and digitally copy a reasonable portion of the Licensed Materials for the licensee's use and not for redistribution in any manner.
  3. Print Copy - Licensee and Authorized Users may print a reasonable portion of the Licensed Materials for redistribution within the non-commercial environment, but not for redistribution outside of the licensed entity.

4. Databases - Authorized Users shall be permitted to extract or use information contained in the database for accreditation, educational, scientific, or research purposes, including extraction and manipulation of information for the purpose of illustration, explanation, example, comment, criticism, teaching, research, or analysis.
5. Electronic Links - Licensee may provide electronic links to the Licensed Materials from Licensee's intranet (internal to the entity) page(s), and is encouraged to do so in ways that will increase the usefulness of the Licensed Materials to Authorized Users. Licensor staff will assist Licensee upon request in creating such links effectively. Licensee may make changes in the appearance of such links and/or in statements accompanying such links as reasonably requested by Licensor.
6. Caching - Licensee and Authorized Users may make such local digital copies of the Licensed Materials as are necessary to ensure efficient use by Authorized Users by appropriate browser or other software.
7. Scholarly Sharing - Authorized Users may transmit to a third party colleague in hard copy or electronically, minimal, insubstantial amounts of the Licensed Materials for personal use or scholarly, educational, or scientific research or professional use but in no case for re-sale. In addition, Authorized Users have the right to use, with appropriate credit, figures, tables and brief excerpts from the Licensed Materials in the Authorized User's own scientific, scholarly and educational works.

## **VI. Access by and Authentication of Authorized Users**

Licensee and its Authorized Users shall be granted access to the Licensed Materials. This access will be established by CALEA or PowerDMS as necessary to ensure the seamless delivery of publication services to the licensee, under protocol established by CALEA or PowerDMS. The development of specific connection protocols shall be identified and authenticated by such means as may be developed during the term of this Agreement to meet the service delivery requirements of this agreement.

## **VII. Specific Restrictions on Use of Licensed Materials**

- (a) Unauthorized Use - Except as specifically provided elsewhere in this agreement, Licensee shall not knowingly permit anyone other than Authorized Users to use the Licensed Materials.
- (b) Modification of Licensed Materials - Licensee shall not modify or create a derivative work of the Licensed Materials without the prior written permission of Licensor.
- (c) Removal of Copyright Notice - Licensee may not remove, obscure or modify any copyright or other notices included in the Licensed Materials.
- (d) Commercial Purposes - Other than as specifically permitted in this Agreement, Licensee may not use the Licensed Materials for commercial purposes, including but not limited to the sale of the Licensed Materials or bulk reproduction or distribution of the Licensed Materials in any form.

### **VIII. Licensor Performance Obligations**

- (a) Availability of Licensed Materials – Within 30 days, Licensor shall make the Licensed Materials available to Licensee and Authorized Users.
- (b) Support – General access support will be provided by CALEA staff and technical support will be provided by PowerDMS where required.
- (c) PowerDMS services – Licensees using PowerDMS services will receive all technical support from PowerDMS as defined within the PowerDMS licensing agreement.

### **IX. Licensee Performance Obligations**

- (a) Provision of Notice of License Terms to Authorized Users - Licensee shall make reasonable efforts to provide Authorized Users with appropriate notice of the terms and conditions under which access to the Licensed Materials is granted under this Agreement including, in particular, any limitations on access or use of the Licensed Materials as set forth in this Agreement.
- (b) Protection from Unauthorized Use - Licensee shall use reasonable efforts to inform Authorized Users of the restrictions on use of the Licensed Materials. In the event of any unauthorized use of the Licensed Materials by an Authorized User, (1) Licensor may terminate such Authorized User's access to the Licensed Materials, (2) Licensor may terminate the access of the Internet Protocol ("IP") address(es) from which such unauthorized use occurred, and/or (3) Licensee may terminate such Authorized User's access to the Licensed Materials upon Licensor's request. Licensor shall take none of the steps described in this paragraph without first providing reasonable notice to Licensee (in no event less than sixty (60) days and cooperating with the Licensee to avoid recurrence of any unauthorized use.
- (c) Maintaining Confidentiality of Access - Where access to the Licensed Materials is to be controlled by use of passwords, Licensee shall issue log-on identification numbers and passwords to each Authorized User and use reasonable efforts to ensure that Authorized Users do not divulge their numbers and passwords to any third party. Licensee shall also maintain the confidentiality of any institutional passwords provided by Licensor.

### **X. Mutual Performance Obligations**

- (a) Confidentiality of User Data - Licensor and Licensee agree to maintain the confidentiality of any data relating to the usage of the Licensed Materials by Licensee and its Authorized Users. Such data may be used solely for purposes directly related to the Licensed Materials and may only be provided to third parties in aggregate form. Raw usage data, including but not limited to information relating to the identity of specific users and/or uses, shall not be provided to any third party.
- (b) Implementation of Developing Security Protocols - Licensee and Licensor shall cooperate in the implementation of security and control protocols and procedures as they are developed during the term of this Agreement.

## **XI. Term**

This Agreement shall take effect when the authorized representative of Licensee and the Executive Director of CALEA signs the Agreement. This Agreement shall be effective upon signing by the second party and payment of appropriate subscription fees, the "Effective Date." The Term of this Agreement shall be one (1) year, commencing on the Effective Date. Sections of this Agreement specific to the authorized use and users will survive any expiration, cancellation or termination of this Agreement.

## **XII. Early Termination**

In the event that either party believes that the other materially has breached any obligations under this Agreement, or if Licensor believes that Licensee has exceeded the scope of the License, such party shall so notify the breaching party in writing. The breaching party shall have sixty (60) days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the sixty (60) days, the non-breaching party shall have the right to terminate the Agreement without further notice.

Upon Termination of this Agreement for cause access to the Licensed Materials by Licensee and Authorized Users shall be terminated. Authorized copies of Licensed Materials may be retained by Licensee or Authorized Users and used subject to the terms of this Agreement.

In the event of early termination permitted by this Agreement, Licensee shall not be entitled to a refund of any fees or pro-rata portion thereof paid by Licensee for any remaining period of the Agreement from the date of termination.

## **XIII. Warranties**

Subject to the Limitations set forth elsewhere in this Agreement:

Licensor warrants that it has the right to license the rights granted under this Agreement to use Licensed Materials that it has obtained any and all necessary permissions from third parties to license the Licensed Materials, and that use of the Licensed Materials by Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright of any third party. The Licensor shall indemnify and hold Licensee and Authorized Users harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the use of the Licensed Materials by the Licensee or any Authorized User in accordance with the terms of this Agreement. This indemnity shall survive the termination of this agreement. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION.

## **XIV. Limitations on Warranties**

Notwithstanding anything else in this Agreement:

**Williamson County Sheriff's Office**

Neither party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, arising out of the use of or the inability to use the Licensed Materials. Licensor makes no representation or warranty, and expressly disclaims any liability with respect to the content of any Licensed Materials, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights, or the disclosure of confidential information. Except for the express warranties stated herein, the Licensed Materials are provided on an "as is" basis, and Licensor disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Licensed Materials or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability or fitness for a particular purpose. Licensor makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb or other such computer program. Licensor makes no representation or warranty, and expressly disclaims any liability with respect to any services provided by PowerDMS. Licensor further expressly disclaims any warranty or representation to Authorized Users, or to any third party. Except for the express warranties stated herein, the Licensed Materials are provided on an "as is" basis, and Licensor disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Licensed Materials or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability or fitness for a particular purpose. Licensor makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb or other such computer program. Licensor further expressly disclaims any warranty or representation to Authorized Users, or to any third party.

#### **XV. Indemnities**

Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred by any third party, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims. The indemnifying party shall have the sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request. This indemnity shall survive the termination of this Agreement.

#### **XVI. Assignment and Transfer**

Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

#### **XVII. Entire Agreement**

This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

**Williamson County Sheriff's Office**

### **XVIII. Amendment**

No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of Licensor and Licensee.

### **XIX. Severability**

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

### **XX. Waiver of Contractual Right**

Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

### **XXI. Governing Law**

Laws will be governed by the state of Virginia regarding disputes arising from this agreement.

### **SPECIAL PROVISIONS**

**The parties acknowledge and expressly agree that these special provisions replace and preempt any provisions in this Agreement in conflict with the following special provisions.**

In compliance to the Texas Constitution, art. III, Section 52 in contracting with local government entities, the following special provisions are hereby incorporated into the Publications Subscription and Access Agreement:

- (a) **Removes** all indemnification or "limitation of liability" provisions.
- (b) **Adds: Termination for Convenience:** This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. With the exception of annual administrative fees and software licensing, in the event of termination, The Williamson County Sheriff's Office will only be liable for its pro rata share of services rendered and goods actually received.
- (c) **Adds: Texas Prompt Payment Act Compliance:** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the agreement; (2) the date the performance of the service under the agreement 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.
- (d) **Reimbursements:** CALEA Travel Policy, which is incorporated herein as if copied in full, with the exception of the following terms:
  - Williamson County will not approve \$65 per day for meals
  - Williamson County will approve the \$50 per diem max per day, no receipts required
  - CALEA shall provide receipts/back-up documentation for reimbursement of all travel expenses (except meals as defined above)

**Williamson County Sheriff's Office**

- (e) Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Agreement.
- (f) Venue and Governing Law: Venue of this agreement shall be Williamson County, Texas, and the law of the State of Texas shall govern.
- (g) CALEA agrees to provide licensee any books, documents, papers and records that it has retained specifically related to this agreement with the Williamson County Sheriff's Office, for a period of up to three years following the final payments received. This action is in support of the licensee's intent to make audits, examinations, excerpts, and transcripts.

**SIGNATURE PAGE  
ACCEPTED AND AGREED:**

**Licensee**

**Signature:** \_\_\_\_\_

**Name:** Robert Chody

**Title:** Sheriff

**Date:** \_\_\_\_\_

**CALEA®**

**Signature:** W. Craig Hartley, Jr.

**Name:** W. Craig Hartley, Jr.

**Title:** Executive Director

**Date:** MAR 06 2018

**CALEA** has caused this Agreement to be executed on MAR 06 2018.

**Adm Lic 04/2015**

**Williamson County Sheriff's Office**

## **Addendum A**

### **PowerDMS/CALEA Assessment Tools Terms and Conditions**

Thank you for enrolling in our PowerDMS/CALEA Assessment tool (the “**Service**”) utilizing our PowerDMS document management software application (collectively, “**Software**”), through our access-controlled website (the “**Site**”). These Terms and Conditions (the “**Terms**”) govern your subscription for the Service (the “**Subscription**”) and your use of the Service, the Software and the Site. These Terms also govern any use of the Service by any person who has been supplied a user identification and password for the Service by you, on your behalf or at your request (each a “**User**”), and you agree to be responsible for any use of the Service by any of your Users. By using the Service or permitting any User to use the Service, you agree to these Terms. If you do not agree to all of the Terms, you do not have the right to access or use, or permit any User to access or use, the Site, the Service or the Software.

#### **1. Limited Right to Use Service During Subscription Period**

You are granted a nonexclusive, nonassignable, revocable right during the specified period of your Subscription (the “**Subscription Period**”) to access the Site and use the Service and the Software and to permit those Users included in your Subscription to do so, subject to your payment of all fees applicable to your Subscription and these Terms. At the end of the Subscription Period, the use of the Service by you and your Users will terminate unless the Subscription Period is renewed. Use of the Service may be terminated by us in the event of the breach of these Terms by you or any User.

#### **2. Our Rights in the Site, the Service, and the Software**

We retain all rights in the Site, the Service, and the Software. Except as expressly provided in these Terms, no license or other right is granted to Customer or any User in the Site, the Service or the Software. Our name, logo(s), and product name(s) associated with the Service are trademarks belonging to us or to third parties, and they may not be used without our prior written consent.

#### **3. Restrictions**

You agree to comply, and cause your Users to comply, with all applicable laws in using the Service.

You agree that neither you nor any of your Users will (i) modify, translate, or create derivative works of the Software; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to derive any of the Software's source code or any other technology used to provide the Service; (iii) sublicense, resell or distribute the Software in any manner or form; (iv) share Service login credentials with other parties, (v) “frame” or “mirror” the Service, or (vi) assign or transfer any rights with respect to the Site, the Service or the Software.

**Williamson County Sheriff's Office**

You will not submit, or permit any User to submit, to the Service any data, information or material ("**Customer Data**") that is illegal, misleading, defamatory, indecent or obscene, threatening, infringing of any third party rights, invasive of personal privacy, protected by the Health Insurance Portability Accountability Act (HIPAA), and/or restricted data, as that term is defined in Title 28, Part 20, Code of Federal Regulations, or otherwise deemed objectionable by us in our sole discretion.

#### **4. Passwords and Access**

You are responsible for maintaining the security and confidentiality of, and are responsible for all activities undertaken, using the usernames and passwords assigned to your Users. You agree to notify us immediately if you become aware of any unauthorized access or use of the Service using any such username or password or otherwise.

#### **5. Your Data**

As between you and us, all Customer Data submitted by you or your Users to the Service will remain the sole property of you or such Users. You hereby grant us a non-exclusive license to use, copy, store, transmit and display Customer Data to the extent reasonably necessary (i) to provide, maintain and improve the Service and (ii) to confirm compliance with the terms of this Agreement.

You will have sole responsibility, and we assume no responsibility, for the Customer Data.

During the Subscription Period, you may extract (in native format or common format of digital file) and/or purge Customer Data at any time directly through the Service. We shall have no obligation to retain any Customer Data or to make the Customer Data available other than through the self-service method provided through the Service during the Subscription Period.

#### **6. Confidentiality**

**"Confidential Information"** means non-public information, technical data or know-how of a party and/or its affiliates, which is furnished to the other party in connection with the Service or these Terms and (i) would reasonably be considered to be of a confidential nature or (ii) is confirmed in writing at the time of disclosure to be confidential.

Notwithstanding the foregoing, Confidential Information does not include information which is: (i) already in the possession of the receiving party and not subject to a confidentiality obligation to the providing party; (ii) independently developed by the receiving party; (iii) publicly disclosed through no fault of the receiving party; (iv) rightfully received by the receiving party from a third party that is not under any obligation to keep such information confidential; (v) approved for release by written agreement with the disclosing party; or (vi) disclosed pursuant to the requirements of law, regulation, or court order, provided that the receiving party will promptly inform the providing party of any such requirement and cooperate, at the sole expense of the providing party, with any attempt to procure a protective order or similar treatment.

**Williamson County Sheriff's Office**

Neither party (nor, in Customer's case, any User) will use the other party's Confidential Information except as reasonably required for the performance of the Service and these Terms. Each party agrees not to disclose (or, in Customer's case, permit its Users to disclose) the other party's Confidential Information to anyone other than its employees or subcontractors who are bound by confidentiality obligations and who need to know the same to perform such party's obligations hereunder. The confidentiality obligations set forth in this Section will survive for one (1) year after the termination or expiration of the Subscription Period.

Each party will, upon the request of the disclosing party, destroy all Confidential Information and all copies thereof in the receiving party's possession or control.

In case a party receives legal process that demands or requires disclosure of the disclosing party's Confidential Information, such party will give prompt notice to the disclosing party, if legally permissible, to enable the disclosing party to challenge such demand. The disclosing party shall promptly reimburse any expense or cost (including attorneys' fees) incurred in connection with the challenge to or compliance with such legal process.

## **7. Disclaimers and Limitations.**

THE SITE, SERVICE OR SOFTWARE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THERE ARE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICE, SITE OR SOFTWARE. WE DO NOT WARRANT THAT USE OF THE SITE, SERVICE OR SOFTWARE WILL BE ERROR-FREE OR UNINTERRUPTED. WE MAKE NO WARRANTY THAT THE SITE, SERVICE OR SOFTWARE COMPLY WITH THE LAWS OF ANY JURISDICTION OTHER THAN THE UNITED STATES. WE MAKE NO WARRANTY AS TO THIRD PARTY SERVICES OR CONTENT THAT MAY BE AVAILABLE OR ACCESSIBLE THROUGH THE SERVICE.

IN NO EVENT WILL WE BE LIABLE FOR (I) ANY DIRECT, SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, FOR ANY LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS, LOSS OR CORRUPTION OF DATA, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING IN ANY WAY OUT OF THE SERVICE OR THESE TERMS, EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE, OR (II) ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID TO US BY YOU WITH RESPECT TO THE SUBSCRIPTION.

## **8. Indemnification**

You agree to release, indemnify and hold us, our officers, employees and supporting contractors harmless from any (a) claim or demand made by any third party due to or arising out of the use of the Service by you or your Users, your violation of these Terms, or the infringement by you, any User or any of the Customer Data of any right of any person or entity, together with any court costs and reasonable attorneys' fees incurred in connection with such claim or demand, or (b) damages, losses, costs, expenses, judgments or liability arising from the use of the Service by you or your Users in any jurisdiction other than the United States.

**Williamson County Sheriff's Office**

## **9. Modifying or Suspending Services**

We reserve the right to make changes and updates to the functionality and/or documentation of the Service from time to time.

We reserve the right to suspend the use of the Service by any User if we believe such User's use of the Service is disrupting the Service, causing harm to our computers, systems or infrastructure or violating any applicable law or the rights of any third party (or would be likely to do any of the foregoing if continued).

The Service may also be suspended to the extent that the provision of the Service is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond our control.

## **10. Choice of Law; Jurisdiction**

These Terms will be interpreted in accordance with the laws of the State of Florida and applicable federal law, without any strict construction in favor of or against either party. Any action arising under or relating to these Terms shall lie within the exclusive jurisdiction of the State and Federal Courts located in Orange County, Florida.

## **11. Assignment; Third Parties**

You may not assign the Subscription without our prior written approval. There are no third-party beneficiaries to the Subscription or these Terms.

## **12. Entire Agreement; Waiver; Modification**

To the extent authorized under Texas Law, these Terms comprise the entire agreement between you and us, and supersede all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between you and us, regarding the subject matter contained herein. Our failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision. We reserve the right to modify these terms from time to time, and will tell you about any modification through the Service or by an email message to the email address you provide for the purpose of receiving notifications with respect to the Service. Modifications will take effect no earlier than ten (10) business days after notice is given.

## **13. Severability**

If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the invalid, illegal, or unenforceable provision will not affect any other provisions, and these Terms will be construed as if the invalid, illegal, or unenforceable provision is severed and deleted from these Terms.



## LAW ENFORCEMENT ENROLLMENT FORM

Agency Name: Williamson County Sheriff's Office

Street Address: 508 S. Rock Street

P.O. Box No: \_\_\_\_\_ P.O. Box Zip/Postal Code 78626

City: Georgetown State/Province: TX

Zip/Postal Code: 78626

Agency Telephone: 512-943-1300 Agency Fax: 512-943-1444

Special Shipping Instructions: \_\_\_\_\_

### Agency's Chief Executive Officer

Name: Robert Chody

Title: Sheriff

Telephone: 512-943-1300 E-mail: rchody@wilco.org

### Agency's Accreditation Contact

Name: Rebecca Rodriguez

Title: Administrative Services Manager

Telephone: 52-943-5261 E-mail: rebecca.rodriguez@wilco.org

The commitment our agency must make in working with CALEA toward accreditation is understood and accepted. Also, we are prepared to provide information promptly concerning our agency that CALEA requires in making its determination for awarding accreditation. It is also understood that our agency is entering into a nonadversarial working relationship with CALEA and that our agency can terminate its status at any time upon notice as indicated in the aforementioned Agreement, Section 4.2.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Signature

Robert Chody

Typed Name

Sheriff

Title

**Commissioners Court - Regular Session****76.****Meeting Date:** 03/20/2018

Mitchell1 Repair-Connect Order Form with Order Terms

**Submitted For:** Randy Barker**Submitted By:** Dianne West, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the use of the Mitchell 1 order form with order terms for Repair-Connect, for a twelve month term for a total amount of \$660 in support of the Fleet Department.

**Background**

Repair-Connect is a web based product from Mitchell1. The order form will allow Williamson County Fleet Department to have log-on access for a period of twelve (12) months. The FY18 funding source for this item is 0882.0882.00311.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Mitchell1 Order Form with Terms for Repair-Connect

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**Form Review****Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Dianne West  
Final Approval Date: 03/15/2018

**Reviewed By**

Randy Barker  
Wendy Coco

**Date**

03/14/2018 11:10 AM  
03/15/2018 08:54 AM  
Started On: 03/14/2018 10:46 AM

Make Checks Payable to MITCHELL 1

From the U.S.: MITCHELL 1 25029 Network Place,  
Chicago, IL 60673-1250  
Federal ID No.: 33-0734307

From Canada: MITCHELL 1 P.O. Box 15358 Station A  
Toronto, ON M5W 1C1 Canada  
GST No: 888262094RT0001

Correspondence to: MITCHELL 1 14145 Danielson Street, Poway, CA 92064 Ph# (888) 724-6742



# US/CN ORDER FORM with Order Terms

ORDER # \_\_\_\_\_

NEW ACCOUNT? ☒ Yes ☐ No ☐ Has Info Changed?

SHIP TO ☐ Rep ☐ Customer ☐ Other

SHIP TO #:	CRP ID:	ASSOC MEMBER #:	PDG or Lead #:	DATE: Feb 16, 2018
CO NAME: Williamson County Fleet Services			OUT OF TERRITORY? Y <input type="checkbox"/> N <input type="checkbox"/> (If yes, needs RSM approval)	
ATTENTION: Kevin Teller			FIELD REP # (6 digit account) _____	
ST ADDRESS: 3151 S.E. Inner Loop			FIELD REP NAME: _____	
CITY, ST, ZIP: Georgetown, TX 78626			TM #	T2420 TM Rep Name Chris Danielson
PH#: 512-943-3350	FAX#:	EMAIL: kevin.teller@wilco.org		

☒ Bill to address is the same? If not, complete the following section.

BILL TO #:	CO NAME:
ATTENTION:	
ST ADDRESS:	
CITY, ST, ZIP:	

Subscription Code Term Price\*\*

PRODUCT	QTY	NEW / REN					
Select Product	Repair-Connect	1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	RCULTRA GOV	12M	\$660.00
			<input type="checkbox"/>	<input type="checkbox"/>			
			<input type="checkbox"/>	<input type="checkbox"/>			
			<input type="checkbox"/>	<input type="checkbox"/>			
			<input type="checkbox"/>	<input type="checkbox"/>			
Type Other			<input type="checkbox"/>	<input type="checkbox"/>			

**PAYMENT OPTIONS:** Terms & Conditions (see End User License Agreement):  
Customer is responsible for all applicable state or local taxes.

<b>DIRECT DEBIT</b>	I authorize Mitchell 1 to enroll me in the Direct Debit or credit card payment plan to enable the automatic payment of my Mitchell 1 monthly bill <b>OR</b> I agree to change my existing monthly automatic payment by the amount of this order. I authorize the financial institution name below to charge my account for payment of my Mitchell 1 bill.	
	Check <u>one</u> of the payment methods below:	
	<input type="checkbox"/> Direct Debit (attach voided check)	<input type="checkbox"/> Credit Card Card # _____ Exp: _____
	Name on Card: _____	Signature: _____ Date: _____

Subtotal  
+ TAX\* if applicable  
TOTAL

\*If tax exempt, you must attach exempt certificate.  
\*\*Pricing good for 30 days.

**RETURN TO: Chris Danielson**  
1-888-724-6742 ext 2093  
FAX # 1-858-746-8976  
[chris.danielson@mitchell1.com](mailto:chris.danielson@mitchell1.com)

Remit Payment to Mitchell 1.

<b>FIRST MONTH OR FULL PAYMENT</b>	<input type="checkbox"/> Check (Ck # _____ Amt _____ ) <input checked="" type="checkbox"/> P.O. # _____
	<input type="checkbox"/> Credit Card Card # _____ Name on Card: _____ Exp: _____

SPECIAL INSTRUCTIONS:

THE UNDERSIGNED AGREE TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND HAVE RECEIVED AND ACCEPTED THE TERMS OF THE END USER LICENSE AGREEMENT. IN WITNESS THEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE RESPECTIVE DATE INDICATED ABOVE. CUSTOMER AGREES TO RECEIVE PROMOTIONAL E-MAILS FROM MITCHELL 1. IF CUSTOMER WOULD PREFER NOT TO RECEIVE PROMOTIONAL E-MAILS FROM MITCHELL 1, PLEASE VISIT OUR WEBSITE [www.mitchell1.com/unsubscribe](http://www.mitchell1.com/unsubscribe) TO UNSUBSCRIBE.

End User/Owner Signature \_\_\_\_\_ Print Name Kevin Teller Title Fleet Director

This agreement may be cancelled within 30 days without penalty by calling 888-724-6742.

Electronic Signatures. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any voice recorded or electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile, telephone recording or e-mail electronic signatures.

EOF102017

**RETURN TO: Chris Danielson 1-888-724-6742 ext 2093 FAX # 1-858-746-8976 [chris.danielson@mitchell1.com](mailto:chris.danielson@mitchell1.com)**

**1. Order Forms.** Customer acknowledges and agrees that the Order Form and the registration, payment and other information submitted by Customer on the Order Form is complete and accurate. **Electronic Signatures.** Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any voice recorded or electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile, telephone recording or e-mail electronic signatures. Order Forms for: (a) Products provided electronically, or (2) Services and Products provided electronically, are accepted when Mitchell 1 sends Customer an electronic message confirming the Order Form. All other Order Forms for: (y) Products not provided electronically, or (z) Services and Products not provided electronically, are accepted upon shipment of the Products, licensed FCA shipping point. Order Forms for Services only are accepted when an authorized Mitchell 1 representative signs the Order Form. Any terms and conditions set forth on a purchase order or other written documentation from Customer shall be considered void and of no force and effect.

**2. Services.** The Service(s) unless terminated earlier in accordance with the Agreement, will renew automatically on a month to month basis. 30-day notice is required to cancel during the renewal period. Notwithstanding anything herein to the contrary, if the Order Form provides for a promotional term, the "Initial Term" and "Renewal Term" shall be the promotional term defined in the Order Form. The 30 day notice of cancellation stated above shall apply to any promotional term.

**2.1. M1 Business Performance Services**

**2.1.1. Overview.** If the Services may include Customer Retention Marketing Service Reminders ("CRM"), Target Market Promotions ("TMP"), Website and Data Protection ("DP") and other services that may be offered from time to time as further specified on the Order Form (hereinafter individually or collectively referred to as "Service(s)") Section 2.1.1 through Section 2.1.4 apply respectively to the Service(s) selected.

**2.1.2. Customer Retention Marketing Service Reminders.** If Customer selects CRM as set forth on the Order Form, Mitchell 1 agrees to provide the following services:

- (a) Extract customer and vehicle information from the automotive facilities management system for the use of Marketing Services (defined below).
- (b) Provide "Marketing Services" that include service reminder postcards via mail, e-mail service reminders, and thank you e-mails for new customers. Service reminders via mail and e-mail service reminders are limited to unique vehicle/customer records defined as eligible for solicitation based on the payment level chosen on the Order Form. E-mail service reminders will always be sent when an e-mail address is captured by Mitchell 1 via the extraction process or may be obtained by Mitchell 1 through third party e-mail providers.
- (c) Manage a database of customer and vehicle information for the Customer.
- (d) Send customer and vehicle data to print vendor of Mitchell 1's choice for Marketing Services.
- (e) Use data hygiene cleansing processes for data integrity and provide a secure environment for customer data storage.
- (f) Provide Customer technical and customer support for CRM services during the Term of the Agreement.
- (g) If Customer has opted for service recommendations on the Order Form, such recommendations will be added to service reminder postcards and e-mails. Service recommendations will be pulled from the Mitchell 1/ShopKey Manager program.
- (h) If Customer has opted for the Target Market Promotions ("TMP") the data for TMP will be provided either from: (i) the Customer's existing customer database and uploaded for use on mailing campaigns, or (ii) for an additional fee and as indicated on the Order Form, Customer may elect to "rent" a customer mailing list through Mitchell 1 from a Third Party Provider (defined below). If Customer elects to rent a mailing list as provided in this Section 2.1.2 (h), such rented mailing list shall be used only for one (1) mailing event and Mitchell 1 is not permitted and will not in any event provide a list of customers included in a rented mailing list. Standard promotional artwork templates are provided. At Customer's option, Mitchell 1 will create custom templates for a one-time fee of \$150 for each unique template requested. The \$150 charge includes one (1) change or revision to the custom template.
- (i) Customer opting for eCRM e-mail service can choose from an extensive list of pre-existing text coupon templates with the ability to include their own limited text. These pre-existing text coupons can be updated at any time. Custom graphic coupons are available to customers subscribing to eCRM e-mail service at \$150 per request.
- (j) Customers opting for monthly Postcard service can choose coupons from a large list of coupon design templates and make a maximum of 4 revisions in a twelve (12) month period. Additional custom coupon changes can be completed at \$150 per request. There is no limit on switching coupons from the existing coupon template library. Customer opting for Postcard service can choose cover artwork from the existing Mitchell 1 library and receive one (1) custom design per year, and a maximum of two (2) revisions to that custom design. Additional cover art change requests can be completed at \$150 per request.

- (k) The Customer acknowledges that any content pushed to the customer's Facebook page by Mitchell 1 is at Facebook's sole discretion to present.
- (l) Customers purchasing a Website from Mitchell 1 that also include the purchase of a domain name, acknowledges that the purchased domain name will remain Mitchell 1's property and may or may not be transferred to the customer upon contact cancellation.
- (m) A Website and/or any CRM service provided by Mitchell 1 does not include a guarantee of prominent or "first page" search engine results positioning.
- (n) If Customer has opted for Marketing services, the Customer hereby agrees to pay and be fully responsible for the Google AdWords monthly budget of \$200.00, to be paid to Google pursuant to its policies. In the event the Customer fails to pay such monthly budget, Customer understands and agrees that it will still be required to pay the Marketing services monthly Service fee.

**2.1.3. OwnerAutoSite.com** The Customer acknowledges that Mitchell 1 will be posting consumer service history data on behalf of Customer via a unique Internet login, and Customer accepts full responsibility for doing so.

**2.1.4. Mitchell 1 DataProtection Services.** If Customer selects DataProtection Services (DataProtection), Mitchell 1 agrees to provide the following: **DataProtection Services.**

- (a) Periodic web based electronic copying and storage of files, including, and limited to, Mitchell 1/ShopKey shop management product database files.
- (b) Mitchell 1 customer service personnel to provide web based restoration of electronically stored files, including, and limited to, Mitchell 1/ShopKey shop management product database files.

**2.2 Subscriptions. The terms below will apply to the Subscription selected by Customer:**

(i) Rental. The Subscription Period for this Subscription is effective for an initial term of twelve (12) or twenty-four (24) months following the Commencement Date ("Initial Rental Subscription Period"). In addition to the applicable Subscription fees, Customer may be required to pay Mitchell 1 a one-time activation fee to commence the Rental Subscription. The activation fee is non-refundable once the Order Form is submitted to Mitchell 1 unless Mitchell 1 declines to accept the Order Form. Mitchell 1 will bill Customer monthly, with payments due within thirty (30) calendar days following the date of the Mitchell 1 invoice. After the Initial Rental Subscription Period, the Subscription Period for this Subscription will renew automatically on a month to month basis. 30-day notice is required to cancel during the renewal period. A Subscription may not be cancelled during the Initial Rental Subscription Period. Mitchell 1 reserves the right to change pricing upon notice to Customer prior to each Rental Renewal Period. At the end of the Initial Rental Subscription Period or any Rental Renewal Period, Customer must return to Mitchell 1 the Product, any Updates, documentation and all copies thereof and discontinue use of the Product, any Updates and all documentation.

**3. Payments.** As applicable, Customer hereby authorizes Mitchell 1 to charge the Customer Fees to the payment card or checking account number provided by Customer. By submitting a payment card or checking account number as the form of payment, Customer represents and warrants that Customer's use of the particular card or checking account is authorized and that all information submitted is true and accurate (including, without limitation, payment card number and expiration date). In doing so, Customer also authorizes Mitchell 1 to charge to the payment card or checking account tendered all amounts payable by Customer to Mitchell 1 based on the Subscription plan selected (including all renewals thereof), including, but not limited to, all fees and any applicable taxes Mitchell 1 is required to collect. Customer agrees to update its account registration and payment card or checking account information immediately with any change in the payment card information including, but not limited to, any change in expiration date. If Mitchell 1 is unable to process the payment card or checking account at any time, Customer's account may be immediately suspended or terminated and Customer will remain responsible for all amounts payable by Customer to Mitchell 1. The payment card or checking account issuer agreement governs use of your payment card or checking account and Customer must refer to that agreement with respect to Customer's rights and liabilities as an account holder. If Mitchell 1 does not receive payment from its payment card or checking account issuer or its agent, Customer agrees to pay Mitchell 1 all amounts due upon demand by Mitchell 1. Mitchell 1 reserves the right to not renew Customer's account at any time for any reason.

**4. Counterparts; Facsimile Signatures.** This Agreement and the applicable Order Form(s) may be executed in one or more duplicate originals, all of which together shall be deemed one and the same instrument. This Agreement and the applicable Order Form(s) shall be binding on the parties through facsimile signatures, with originals to follow by regular mail or overnight courier.

**5. License.**

Subject to the terms and conditions of this Agreement, Mitchell 1 grants to Customer a personal, nonexclusive, nontransferable, limited license to access and use the executable version of the applicable Product during the applicable Subscription Period purchased by Customer solely for the purpose of: (i) providing vehicle mechanical services; (ii) estimating vehicle mechanical parts and labor cost estimates; and (iii) conducting vehicle shop management. Unless the Order Form specifies otherwise, the license shall be for one location; with location referring to a distinct building or site. If the Order Form authorizes more than one user, then the number of users shall be limited to the number set forth on the Order Form. When technically and reasonably feasible, Customer may make one copy of the Product solely for backup purposes.

End User/Owner Signature \_\_\_\_\_

**Commissioners Court - Regular Session**

77.

**Meeting Date:** 03/20/2018

IFB 1802-217 CR200 At Bold Sundown

**Submitted For:** Randy Barker**Submitted By:** Johnny Grimaldo, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for County Road 200 at Bold Sundown under IFB # 1802-217.

**Background**

Williamson County is seeking qualified contractors to widen the existing roadway, which includes grading, drainage improvements, flexible base, HMA, striping and signing. Estimated time of completion is 45 working days to substantial completion, and 20 working days to final completion, with an estimated cost of \$445,000.00. This expenditure will be funded by Road Bond Funds.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**BID PACKET

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Johnny Grimaldo

Final Approval Date: 03/15/2018

**Reviewed By**

Randy Barker

Wendy Coco

**Date**

03/15/2018 09:18 AM

03/15/2018 09:59 AM

Started On: 03/15/2018 07:59 AM

## **Solicitation 1802-217**

### **County Road 200 at Bold Sundown**

#### **Bid Designation: Public**



**Williamson County, Texas**

## Bid 1802-217

### County Road 200 at Bold Sundown

Bid Number 1802-217  
 Bid Title County Road 200 at Bold Sundown  
 Expected Expenditure **\$445,000.00** (This price is expected - not guaranteed)

Bid Start Date In Held  
 Bid End Date Apr 11, 2018 10:30:00 AM CDT  
 Question & Answer End Date Apr 6, 2018 10:30:00 AM CDT

Bid Contact Johnny Grimaldo  
 Purchasing Specialist II  
 512-943-1553  
 johnny.grimaldo@wilco.org

Contract Duration One Time Purchase  
 Contract Renewal Not Applicable  
 Prices Good for 365 days  
 Pre-Bid Conference Apr 3, 2018 10:30:00 AM CDT  
 Attendance is optional  
 Location: 901 S. Austin Avenue, Georgetown, TX 78626

Bid Comments **Williamson County is seeking qualified contractors to widen the existing roadway, which includes grading, drainage improvements, flexible base, HMA, striping and signing.**

**Estimated time of completion is 45 working days to substantial completion, and 20 additional working days to final completion, with an estimated cost of \$445,000.**

**If entering an electronic bid in BidSync (PREFERRED), the following documents MUST be completed and attached to the First Line Item.**

**Completed Bid Form – Enter Total Price in area provided, then download/print/complete bid form and upload to first line item.**

**Bid Affidavit - This is a Fill-able form - Complete and Accept.**

**Bid Bond - See Details Below.**

**The following documents are fillable forms on BidSync - Fill in blanks and accept to apply to the bid.**

**Conflict of Interest Form**

**References**

**Bid Bond - See Details Below.**

**If delivering a paper bid instead of electronic, you must provide (2) originals, (1) copy, and (1) USB or CD of all the required documents. All documents must be delivered in a sealed envelope to:**

**Williamson County Purchasing  
 Attn: Bid #1802-217 County Road 200 at Bold Sundown  
 901 South Austin Ave  
 Georgetown, TX 78626**

**BID BOND REQUIRED: Bidders are not required to use Surety 2000 for your Bid Bond supplier, however; when bidding electronically in BidSync and using Surety 2000, you may import your bid bond directly from the Surety 2000 website.**

**To use a different bond provider, you MUST: Scan the completed Bond; download the completed bond to the first line item of this bid with your other required documents or your bid will be disqualified.**

**All Bids shall be accompanied by either:**

A certified cashier's check: payable without recourse to Williamson County and drawn upon a National or State Bank in the amount not less than five percent (5%) of the total maximum bid price;

A bid bond not less than five percent (5%) of the total maximum bid price, from a surety company authorized to do business in the State of Texas.

For unit price contracts, the total maximum bid price shall be estimated and calculated by multiplying the estimated quantities to the unit bid price.

Bid bonds must be attached to the line item of the electronic bid OR submitted in the same sealed envelope with a paper Bid.

**Bids requiring a bid bond and submitted without a cashier's check or a bid bond will not be considered.**

If you are awarded the bid, please see reference to new State Requirement for Certificate of Interest in Section 3 Bid Instructions/Requirements: #36: Certificate of Interested Parties.

#### **Bonds**

Payment and Performance Bond documents are provided in the Bid documents for completion upon award.

Maintenance Bond documents are provided in the Bid documents for completion upon final completion of the work.

LIQUIDATED DAMAGES for failure to substantially complete the work within the allotted time will be applied.

The road-user cost Liquidated Damages will be in accordance with Special Provision 000-001, and are estimated to be \$590 per calendar day.

#### **PLAN HOLDERS LISTS**

Please note that a bidder adding their name to the Plan-Holders list is voluntary.

The plan-holder's on construction bids allows Prime and Subcontractors to add their names and information to a list of users that are participating in this bid. To add a company to the Plan holder's list, the user will choose either the Subcontractor or the Prime contractor tabs and then click Add my company to this Plan holder's list. This will add the company's contact information to the Plan holder's list for other suppliers on the list to see.

If the user would like to view the suppliers that have been added to the list, they will need to click on the Subscribe button. This will allow the user to view other suppliers that have added their names to the Plan holder's list. Both of these actions will require that the vendor agree to the terms for the action

Contract Administrator for this project is Bob Daigh, Senior Director of Infrastructure or designee, and shall be the Contract Administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to acceptance, inspection, and delivery. The contract administrator will serve as liaison between Williamson County Commissioners Court and the successful bidder or the Construction Inspector.

### Item Response Form

Item 1802-217--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 1802-217 --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 1802-217**

County Road 200 at Bold Sundown

**BIDS MUST BE RECEIVED ON OR BEFORE:  
Apr 11, 2018 10:30:00 AM CDT**

**BIDS WILL BE PUBLICLY OPENED:  
Apr 11, 2018 10:30:00 AM CDT**

Notice is hereby given that sealed Bids for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive bids. Specifications for this IFB may be obtained by registering at [www.bidsync.com](http://www.bidsync.com).

**Williamson County prefers and requests electronic submittal of this Bid.**

**All electronic bids must be submitted via: [www.bidsync.com](http://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](http://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](http://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**  
**PROJECT CONSTRUCTION MANUAL**  
**FOR**

**County Road 200**  
**At**  
**Bold Sundown**

**SOLICITATION 1802-217**

**WILLIAMSON COUNTY, TEXAS**  
**PURCHASING DEPARTMENT**  
**901 SOUTH AUSTIN AVENUE**  
**GEORGETOWN, TEXAS 78626**

**March 2018**



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**SECTION 1  
ADDENDA**



**ADDENDUM NO. \_\_\_\_**

Date:

Owner: **Williamson County, Texas**

Project Name:

Project No:

This Addendum forms a part of the Contract and clarifies, corrects or modifies the original Construction Documents, dated \_\_\_\_\_. Acknowledge receipt of this addendum in space provided on Bid Form. Failure to do so may subject bidder to disqualification.

**DESCRIPTION OF ADDITION OR CHANGE:**

This addendum consists of \_\_\_\_ page(s).

---

Approved by ENGINEER

**END**

**SECTION 2**  
**INVITATION FOR BIDS**

## **PUBLIC NOTICE WILLIAMSON COUNTY INVITATION FOR BIDS**

**Williamson County Commissioner's Court invites the submission of sealed bids for:**

### **COUNTY ROAD 200 AT BOLD SUNDOWN**

**Williamson County is seeking qualified contractors to widen the existing roadway, which includes grading, drainage improvements, flexible base, HMAC, striping and signing. Estimated time of completion is 45 working days to substantial completion, and 20 working days to final completion, with an estimated cost of \$445,000.00.**

**Sealed bids will be publicly opened and read aloud in the Williamson County Purchasing Department, 901 South Austin Avenue, Georgetown, Texas on WEDNESDAY, APRIL 11, 2018 AT 10:30 AM.**

**Bids must be received on or before WEDNESDAY, APRIL 11, 2018 AT 10:30 AM. Bid documents and plans may be viewed and responded to by registering with BIDSYNC at [www.bidsync.com](http://www.bidsync.com).**

**No fee is required to register with Bidsync as a Williamson County Supplier, or to participate in the County's solicitation process. The receipt of electronic bids will be registered in Bidsync.**

**The Time-Date Stamp Clock located at the Williamson County Purchasing Department will serve as the official clock for the purpose of verifying the date and time of receipt of Paper Bids.**

**There will be a Non-Mandatory Pre-Bid Conference on TUESDAY, APRIL 3, 2018 AT 10:30 AM at Williamson County Purchasing Department, 901 South Austin Avenue, Georgetown, Texas.**

### **BID BOND REQUIRED**

**A Cashier's Check, Certified Check, or acceptable Bidder's Bond in the amount of five percent (5%) of the Bid must accompany each Bid. Performance, Payment and Warranty Bonds will be required as designated in the bidding documents.**

**The Williamson County Commissioners' Court reserves the right to accept the lowest and best Bid as deemed by the Court, or reject any and/or all bids.**

**Bidder shall use per unit pricing. Payments will be made by check.**

**The designated Purchasing Agent for this Bid is Kerstin Hancock, Senior Purchasing Specialist, under the direction of Randy Barker, Purchasing Agent for Williamson County, 512-943-3553.**

**This notice is issued by order of the Williamson County Commissioners' Court on MARCH 20, 2018; Dan A. Gattis, County Judge.**

**SECTION 3**  
**BID INSTRUCTIONS/REQUIREMENTS**

Modified April 2016

Bid Instructions

**BID INSTRUCTIONS/REQUIREMENTS**

All Bids must be received in the Williamson County Purchasing Department either hardcopy or electronically through BidSync.

**Williamson County prefers and requests electronic submittal of this bid.**

**All electronic bids must be submitted via:**  
[www.bidsync.com](http://www.bidsync.com)

All interested Respondents are invited to submit a Bid in accordance with the Instructions and General Requirements, Bid Format, Bid Specifications, and Definitions, Terms and Conditions stated in this BID.

**Electronic bids are requested**, however paper bids will currently still be received, until further notice and may be mailed or delivered to the address listed below.

**Please note that a complete package must be submitted choosing one of the above two methods.**

**Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.**

**If mailed or delivered in person,** Bids are to be delivered in sealed envelope on or before the submittal deadline to:

Williamson County Purchasing Department  
Attn: **BID NAME AND NUMBER**  
901 South Austin Avenue  
Georgetown, Texas 78626

Respondents should list the Bid Number, Bid Name, Name and Address of Respondent, and the Date of the Bid opening on the outside of the box or envelope.

Respondent should submit one (1) original; **AND** (2) two copies and (1) CD **OR** (1) USB copy of the Bid.

**Williamson County will not accept any Bids received after the submittal deadline.**

Williamson County will not accept any responsibility for Bids being delivered by third party carriers. Facsimile transmittals will NOT be accepted.

All questions should be submitted on the Bidsync site. Questions with their answers will be posted and updated on [www.bidsync.com](http://www.bidsync.com).

Any addenda and/or other information relevant to the Bid will be posted on: [www.bidsync.com](http://www.bidsync.com).

**ALL BIDS MUST BE SUBMITTED ON THE FORMS PROVIDED IN THIS BID DOCUMENT. (May be replaced with a computer generated printout, if submitted in an identical format to the proposal).**

**FACSIMILE AND ELECTRONIC MAIL TRANSMITTALS SHALL NOT BE ACCEPTED.**

1. All of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. **This price must be good from the date of Bid opening through the completion of the project. Bids which do not state a fixed price will not be considered.** The Court may award a contract for the period implied or expressly stated in the lowest and best Bid.
2. All of the items listed are to be Free On Board to final destination **(FOB DESTINATION)** with all transportation charges if applicable to be included in the price, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB point.
3. It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Bids for any or all materials and/or services covered in this Bid request, and to waive informalities or defects in the Bid or to accept such Bid it shall deem to be in the best interest of Williamson County.
4. Funding: Funds for payment have been provided through the Williamson County budget approved by Commissioners Court for the 2013 Road Bond Program.
5. Late Bid: Bids received after submission deadline will be considered VOID AND UNACCEPTABLE and will be returned to the bidder unopened. Williamson County is

not responsible for lateness or non-delivery of mail, carrier, etc. The date and time stamp of the Williamson County Purchasing Department shall be the official date and time of receipt.

6. Altering Bid: Bidders **cannot alter or amend bid** after submission deadline.
7. Sales Tax: Williamson County is by statute, exempt from the State Sales Tax and Federal Excise Tax.
8. Contract: This Bid, when properly accepted by Williamson County, shall constitute a contract equally binding between the successful bidder and Williamson County. No different or additional terms will become part of this contract.
9. Changes: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the Bid Package and or Bid Instructions/Requirements.
10. Delivery Times and Locations: The commodity and/or service covered by this Bid shall be as stated in the Bid Package.
11. Payments: The Construction Inspector will manage the Contractor payments. Invoices for the work specified in the Contract Documents will be submitted to the Construction Inspector. Upon satisfactory completion and acceptance of these invoices, the Construction Inspector will forward the invoices to the County via the GEC. County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date County receives the goods under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal

to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by Successful Bidder, County shall notify Successful Bidder of the error not later than the twenty first (21st) day after the date County receives the invoice. If the error is resolved in favor of Successful Bidder, Successful Bidder shall be entitled to receive interest on the unpaid balance of the invoice submitted by Successful Bidder beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, Successful Bidder shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date. As a minimum, invoices shall include:

- (1) Name, address, and telephone number of Contractor and similar information in the event the payment is to be made to a different address
- (2) County contract, Purchase Order, and/or delivery order number
- (3) Identification of items or service as outlined in the contract
- (4) Quantity or quantities, applicable unit prices, total prices, and total amount
- (5) Any additional payment information which may be called for by the Contract

Payment inquiries should be directed to the Williamson County Auditor's Office, Accounts Payable Department:  
512-943-1573  
[accountspayable@wilco.org](mailto:accountspayable@wilco.org)

12. Conflict of Interest: No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. As of January 1, 2006 Vendors are responsible for complying with

Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County website at the following link:  
<http://www.wilco.org/CountyDepartments/Purchasing/ConflictOfInterestDisclosure/tabid/689/language/en-US/Default.aspx>. The Williamson County Conflict of Interest Questionnaire is attached as a fillable form. This form must be completed, signed, and submitted with your bid (attached to the first Line Item of this bid) or completed electronically and signed electronically when entering your password in Bidsync.

13. Ethics: The bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.
14. Minimum Standards for Responsible Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
  - a. have adequate financial resources, or the ability to obtain such resources as required;
  - b. be able to comply with the required or proposed delivery schedule;
  - c. have a satisfactory record of performance;
  - d. be otherwise qualified and eligible to receive an award.

Williamson County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

15. References: Williamson County **REQUIRES** bidder to supply with this Bid, a list of at least **three (3) references** where like services have been supplied by their firm. The Bidder References Form is attached as a fillable form in this bid document. This form must be completed and attached to the first line item on your bid or included with an all paper bid.
16. Bidder shall provide with this Bid response, all documentation required by this Bid. Failure to provide this information may result in rejection of the Bid.

17. Termination for Default: Williamson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Non-Performance of the bidder in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for commodities/services which are unsatisfactory. Contractors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.
18. Contract Administration: Under this contract, Robert Daigh, Williamson County Sr. Director of Infrastructure or designee, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioners Court and the successful bidder or the Construction Inspector.
19. Purchase Order: Williamson County may generate a purchase order(s) to the successful bidder as products and/or services are required. The purchase order number must appear on all itemized invoices and/or request for payment.
20. Silence of Specifications: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
21. Contract Times and Liquidated Damages - Bidders must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the County, and to fully complete the project within the specified time stated in the proposal. Bidders must agree to pay liquidated damages in accordance with Special Provision 000-001 per day to County for

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Bid Instructions

every day past the specified completion date stated in the proposal.

22. BIDS MUST BE: legible and of a quality that can be reproduced.
23. Bid forms that are included in the Bid package shall be used. **CHANGES to Bid forms made by bidders shall DISQUALIFY THE BID.** Exceptions to the Bid forms and or specifications shall be made on an **attachment** to the Bid package.
24. Workers Compensation Coverage Requirements: The Texas Labor Code, §406.096, requires workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity. The rule requires a governmental entity to timely obtain certificates of coverage and retain them for the duration of the project. The rule also sets out the language to be included in bid specifications and in contracts awarded by a governmental entity and the information required to be in the posted notice to employees. The rule is adopted under the Texas Labor Code, §402.061. The information provided below is a result of this rule. By submitting your bid to the county, you are acknowledging that this rule is a part of these bid specifications, and that you will observe and abide by all of the requirements outlined in the rule. You are further agreeing that should your bid or proposal be accepted by the Williamson County Commissioners' Court, the necessary certificates of coverage showing workers' compensation coverage, will be provided to the following name and address, prior to beginning work:

Williamson County Purchasing Department  
901 South Austin Avenue  
Georgetown, Texas 78626

If you have any questions related to this ruling and/or requirement, you are encouraged to contact either the Williamson County Purchasing Department at (512) 943-1553, or you may call the Texas Workers' Compensation Commission at (512) 804-4000.

A. Definitions: The following words and terms, when used in this provision, shall have

the following meanings. Terms not defined in this rule shall have the meaning defined in the Texas Labor Code, if so defined.

(1) Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees (including those subject to a coverage agreement) providing services on a project, for the duration of the project.

(2) Building or construction – Has the meaning defined in the Texas Labor Code, §406.096(e)(1).

(3) Contractor--A person bidding for or awarded a building or construction project by Williamson County.

(4) Coverage--Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(5) Coverage agreement--A written agreement on form TWCC-81, form TWCC-82, form TWCC-83, or form TWCC-84, filed with the Texas Workers' Compensation Commission which establishes a relationship between the parties for purposes of the Texas Workers' Compensation Act, pursuant to the Texas Labor Code, Chapter 406, Subchapters F and G, as one of employer/employee and establishes who will be responsible for providing workers' compensation coverage for persons providing services on the project.

(5) Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

(6) Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person

contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

(8) Project--Includes the provision of all services related to a building or construction contract for Williamson County.

- B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
  - (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project;

(2) no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The contractor shall notify Williamson County in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
  - (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
  - (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
  - (3) provide the contractor, prior to the end of the coverage period, a new

certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; &

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within ten(10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance

Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from Williamson County.

## 25. PERFORMANCE AND PAYMENT

**BONDS:** Chapter 262.032 and Chapter 2253.021 of the Texas Government Code governs the requirements for performance bonds and payment bonds for government entities making public work contracts. A performance bond is required if the contract is in excess of \$50,000 and is to be made for the full amount of the contract. A payment bond is required if the contract is in excess of \$25,000 and is to be made for the full amount of the contract. The bonds are to be executed within ten (10) days after receipt of written notification of award of contract prior to beginning work on the project and must be executed by a corporate surety or sureties in accordance with the Texas Insurance Code. In the event the bond exceeds \$100,000.00, the surety must also (1) hold a certificate of authority from the United States secretary of the treasury to qualify as a surety on obligations permitted or required under federal law; or (2) have obtained reinsurance for any liability in excess of \$100,000.00 from a reinsurer that is authorized and admitted as are insurer in this state and is the holder of a certificate of authority from the United States secretary of the treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law.

In determining whether the surety or reinsurer holds a valid certificate of authority the County may rely on the list of companies holding certificates of authority as published in the Federal Register covering the date on which the bond is to be executed. If the public works contract is less than \$50,000 the performance bond will not be required

as long as the contract provides that payment is not due until the work is completed and accepted by the county. The purpose of a performance bond is for the protection of the government entity and is conditioned on the faithful performance of the work being done in accordance with the plans, specifications and contract documents. The payment bond is for the protection of persons supplying labor and materials to the contractor to ensure payment.

26. **BIDDERS BOND:** All bids shall be accompanied by a certified cashier's check upon a National or State bank in an amount not less than five percent (5%) of the total maximum bid price, payable without recourse to Williamson County, or a bid bond in the same amount from a reliable surety company, as a guarantee that the bidder will enter into a contract and execute performance and payment bonds, as stipulated by item 25 above, within ten (10) days after notice of award of contract to him. Bid guarantees must be submitted in the same sealed envelope with the bid. Bids submitted without check or bid bonds will not be considered.

**Bidders are not required to use Surety 2000** for your Bid Bond supplier, however; when bidding electronically in Bidsync and using Surety 2000, you may import your bid bond directly from the Surety 2000 web site. To use a different bond provider you MUST:

1. Scan the completed bond
2. Download the completed bond to the line item of this bid with your other required documents.

Bid bonds must be attached to the line item of the electronic bid OR submitted in the same sealed envelope with a paper Bid.

27. All bid securities will be returned to the respective bidders within twenty-five (25) days after bids are opened, except those which the County elects to hold until the successful bidder has executed the contract. Thereafter, all remaining securities, including security of the successful bidder, will be returned within sixty (60) days.
28. Prior to submitting any bid, bidders are required to read the plans, specifications, bid, contract and bond forms carefully; to inform themselves by their independent research, test and investigation of the difficulties to be encountered and judge for themselves of the accessibility of the work and all attending circumstances affecting the cost of doing the work and the time required for its completion and obtain all information required to make an intelligent bid.
29. Should the bidder find discrepancies in, or omissions from the plans, specifications, or other documents, or should he/she be in doubt as to their meaning, he/she should notify at once the Project Engineer and may obtain clarification or addendum prior to submitting any bid.
30. In case of ambiguity or lack of clarity in the statement of prices in the bids, the county reserves the right to consider the most favorable analysis thereof, or to reject the bid. Unreasonable (or unbalanced) prices submitted in a bid may result in rejection of such bid or other bids.
31. Award of the contract, if awarded, will be made within sixty (60) days after opening of the bids and no bidder may withdraw his bid within said sixty (60) day period of time unless a prior award is made.
32. Within ten (10) days of written notification of award of the contract, the bidder shall execute and furnish to the County the performance bond, or letter of credit if applicable, and payment bond as required by item 25 above; and the Certificate of Insurance showing coverages in accordance with contract documents. Failure to execute contract, Bonds and Certificate of Insurance shall be just cause for the annulment of the award. In case of the annulment of the award, the bid guarantee shall become the property of Williamson County, not as a penalty, but as a liquidated damage.
33. Any quantities given in any portion of the contract documents, including the plans, are estimates only, and the actual amount of work required may differ somewhat from the estimates. The basis for the payment shall be the actual amount of work done and/or material furnished.

**34. THE TEXAS HAZARD COMMUNICATION**

**ACT**, Chapter 502 of the Health and Safety Code, Sec. 502.006, states that a chemical manufacturer or distributor shall provide appropriate Material Safety Data Sheets (MSDS) to employers who acquire hazardous chemicals in this state with each initial shipment and with the first shipment after a MSDS is updated. The MSDS must conform to the most current requirements of the OSHA standard in 29 CFR 1910.1200. By submitting your bid to the County you are acknowledging that this regulation is a part of this bid and that you will provide appropriate MSDS with each initial shipment and with the first shipment after a MSDS is updated.

**35. THE WILLIAMSON COUNTY HAZARD COMMUNICATION PROGRAM POLICY**

Under Revised Texas Hazard Communication Act (THCA) of 1993 states that it is the responsibility of all contractor/sub-contractors who bring hazardous chemicals onto county property to provide appropriate MSDS to the county at the work site. When exposure to a hazardous chemical is expected each contractor/sub-contractor shall be responsible for the appropriate training of their employees. For a copy of the Williamson County Hazard Communication Program Policy contact the Williamson County Unified Road & Bridge System Safety/Training Coordinator at 512/930-3330. By submitting your bid to the County you are acknowledging that this policy is a part of this bid and that you will provide appropriate MSDS to the county work site and provide for appropriate training as applicable.

**36. CERTIFICATE OF INTERESTED PARTIES TEXAS ETHICS COMMISSION (FORM 1295)**

As of January 1, 2016, Bidders are responsible for complying with the Texas Government Code Section 2252.908. The law states that the County may not enter into certain contracts with a Bidder unless the Bidder submits a disclosure of interested parties to the County at the time the Bidder submits the signed contract to Williamson County.

On January 1, 2016, the Texas Ethics Commission made available on its website a new filing application that must be used to file Form 1295. Information regarding how to

use the filing application is available on the Texas Ethics Commission website at the following link:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

The Low Bidder must:

1. Use the online application to process the required information on Form 1295
2. Print a copy of the form which will contain a unique certification number
3. An authorized agent of the Bidder must sign the printed copy of the form
4. and have the form notarized
5. the completed Form 1295 and certification of filing must be filed (scanning and emailing form is sufficient) with Williamson County prior to award of the contract by Commissioners Court.

37. Ambiguity, Conflict, or other Errors in the IFB If Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, Bidder shall immediately notify Williamson County Purchasing Department of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. If the Bidder fails to notify Williamson County prior to the date and time fixed for submission of Bids of an error or ambiguity in the IFB known to Bidder, or an error or ambiguity that reasonably should have been known to Bidder, then Bidder shall be deemed to have waived the error or ambiguity or its later resolution. Williamson County may also modify the IFB, no later than 48 hours prior to the date and time fixed for submission of Bids, by issuance of an Addendum. All addenda will be numbered consecutively, beginning with 1.

**SECTION 4**  
**BID FORM, BID AFFIDAVIT, BIDDER REFERENCES,**  
**& CONFLICT OF INTEREST QUESTIONNAIRE**

**ALL REQUIRED DOCUMENTS MUST BE  
FILLED OUT AND SUBMITTED WITH BID**

**[www.bidsync.com](http://www.bidsync.com)**

**FOLLOWING CONTRACT AWARD  
REQUIRED DOCUMENTS WILL BE  
INSERTED IN THIS SECTION**

**BID FORM**  
**WILLIAMSON COUNTY, TEXAS**

**PROJECT:** County Road 200 at Bold Sundown

**BIDDER:** \_\_\_\_\_

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC <sup>1</sup>	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
1	100-6002	PREPARING RIGHT OF WAY	9.3	STA		\$ -
2	110-6001	EXCAVATION (ROADWAY)	2644	CY		\$ -
3	132-6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	388	CY		\$ -
4	160-WC02	FURNISHING & PLACING TOPSOIL (4")	4651	SY		\$ -
5	161-WC001	EROSION CONTROL COMPOST (3")	1163	SY		\$ -
6	162-WC103	MULCH TOPDRESSING (5")	1163	SY		\$ -
7	164-WC04	SEEDING FOR EROSION CONTROL(TEMP)(COOL)(TY 4)	2326	SY		\$ -
8	164-WC05	SEEDING FOR EROSION CONTROL(PERM)(WARM)(TY 5)	4651	SY		\$ -
9	164-WC10	SEEDING FOR EROSION CONTROL(TEMP)(WARM)(TY 10)	2326	SY		\$ -
10	166-6002	FERTILIZER	0.3	TON		\$ -
11	168-WC01	VEGETATIVE WATERING	160	MG		\$ -
12	169-6001	SOIL RETENTION BLANKETS (CL 1)(TY A)	2180	SY		\$ -
13	247-6044	FL BS (CMP IN PLC)(TY A)(GR 4)	1059	CY		\$ -
14	310-6001	PRIME COAT (MULTIOPTION)	636	GAL		\$ -
15	316-6193	AGGR (TY-D GR-5 SAC-B)	42	CY		\$ -
16	316-6413	ASPH (AC-15P, HFRS-2P OR CRS-2P)	2014	GAL		\$ -

<sup>1</sup>Refer to the Technical Specifications section for a description of the specific reference number.

**BID FORM**  
**WILLIAMSON COUNTY, TEXAS**

**PROJECT:** County Road 200 at Bold Sundown

**BIDDER:** \_\_\_\_\_

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC <sup>1</sup>	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
17	340-6011	D-GR HMA TY-B PG64-22	547	TON		\$ -
18	340-6120	D-GR HMA TY-D SAC-B PG70-22	579	TON		\$ -
19	340-6246	D-GR HMA TY-D PG64-22(LEVEL-UP)	100	TON		\$ -
20	464-6005	RC PIPE (CL III) (24IN)	30	LF		\$ -
21	467-6395	SET (TY II) (24 IN) (RCP) (6:1) (P)	4	EA		\$ -
21	500-6001	MOBILIZATION	1	LS		\$ -
22	502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	3	MO		\$ -
21	506-6002	ROCK FILTER DAMS(INSTALL)(TY 2)	45	LF		\$ -
22	506-6011	ROCK FILTER DAMS(REMOVE)	45	LF		\$ -
23	506-6020	CONSTRUCTION EXITS (INSTALL)(TY 1)	224	SY		\$ -
24	506-6024	CONSTRUCTION EXITS (REMOVE)	224	SY		\$ -
25	506-6040	BIODEG EROSN CONT LOGS(INSTL)(8")	365	LF		\$ -
26	506-6043	BIODEG EROSN CONT LOGS(REMOVE)	365	LF		\$ -
27	530-6005	DRIVEWAYS (ACP)	51	SY		\$ -
28	540-6001	MTL W-BEAM GD FEN(TIM POST)	287.5	LF		\$ -
29	542-6001	REMOVE METAL BEAM GUARD FENCE	117	LF		\$ -

<sup>1</sup>Refer to the Technical Specifications section for a description of the specific reference number.

**BID FORM**  
**WILLIAMSON COUNTY, TEXAS**

**PROJECT:** County Road 200 at Bold Sundown

**BIDDER:** \_\_\_\_\_

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC <sup>1</sup>	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
30	542-6002	REMOVE TERMINAL ANCHOR SECTION	1	EA		\$ -
31	544-6001	GUARDRAIL END TREATMENT(INSTALL)	2	EA		\$ -
32	544-6003	GUARDRAIL END TREATMENT(REMOVE)	1	EA		\$ -
33	644-6001	IN SM RD SN SUP&AM TY 10BWG (1) SA (P)	1	EA		\$ -
34	644-6060	INS SM RD SN SUP & AM TY TWT(1)WS(P)	3	EA		\$ -
35	644-6076	REMOVE SM RD SN SUP & AM	3	EA		\$ -
36	658-6062	INSTL DEL ASSM(D-SW)SZ 1(BRF)GF 2(BI)	6	EA		\$ -
37	662-6109	WK ZN PAV MRK SHT TERM(TAB)TY W	64	EA		\$ -
38	662-6110	WK ZN PAV MRK SHT TERM(TAB)TY Y	93	EA		\$ -
39	666-6003	REFL PAV MRK TY I(W)4"(SLD)(100 MIL)	2359	LF		\$ -
40	666-6036	REFL PAV MRK TY I(W)8"(SLD)(100 MIL)	234	LF		\$ -
41	666-6042	REFL PAV MRK TY I(W)12"(SLD)(100 MIL)	140	LF		\$ -
42	666-6048	REFL PAV MRK TY I(W)24"(SLD)(100 MIL)	391	LF		\$ -
43	666-6054	REFL PAV MRK TY I(W)(ARROW)(100 MIL)	2	LF		\$ -
44	666-6096	REFL PAV MRK TY I(W)(WORD)(100 MIL)	2	EA		\$ -
45	666-6126	REFL PAV MRK TY I(Y)4"(SLD)(100 MIL)	2275	LF		\$ -

<sup>1</sup>Refer to the Technical Specifications section for a description of the specific reference number.

**BID FORM**  
**WILLIAMSON COUNTY, TEXAS**

**PROJECT:** County Road 200 at Bold Sundown
**BIDDER:** \_\_\_\_\_

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC <sup>1</sup>	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
46	672-6007	REFL PAV MRKR TY I-C	12	EA		\$ -
47	672-6009	REFL PAV MRKR TY II-A-A	150	EA		\$ -
48	672-6010	REFL PAV MRKR TY II-A-A	151	EA		\$ -

NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT. DO NOT MAKE CHANGES TO THIS SECTION.

49	999-WC01	FORCE ACCOUNT	10,000.00	DOL	\$ 1.00	\$ 10,000.00
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**TOTAL AMOUNT OF BID**

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents \$ \_\_\_\_\_

**NOTE: THE COURT MAY EITHER REJECT ALL BIDS OR AWARD A CONTRACT TO THE LOWEST AND BEST BID.**

<sup>1</sup>Refer to the Technical Specifications section for a description of the specific reference number.

**SECTION 5**  
**STANDARD FORM OF AGREEMENT**

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Agreement

## STANDARD FORM OF AGREEMENT

### STATE OF TEXAS

### WILLIAMSON COUNTY

**THIS STANDARD FORM OF AGREEMENT** (the “Agreement”) is by and between WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter called “County”) and \_\_\_\_\_ (hereinafter called “Contractor”).

The County and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

#### **Article 1. Work**

Contractor shall complete all Work as specified or indicated in the Contract Documents. The “Project” is generally described as follows:

Project No. 1802-217 – County Road 200 at Bold Sundown

#### **Article 2. Engineer of Record**

The Project has been designed by O’Brien Engineering Services, LLC who is hereinafter called the “Engineer of Record” and who is to act as the County’s design professional.

#### **Article 3. Contract Time**

The Work shall be Substantially Completed in 45 working days (the “Contract Time”). Following Substantial Completion, the Contractor shall proceed expeditiously with adequate forces and shall achieve Final Completion within the time specified in the Special Conditions.

#### **Article 4. Contract Price**

County shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 4.1 below (the “Contract Price”):

- 4.1 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the Bid Form, and as totaled below:

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TOTAL OF ALL UNIT PRICES \_\_\_\_\_ \$ \_\_\_\_\_ (dollars)  
(insert words)

As provided in the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by the Engineer of Record.

#### **Article 5. Contractor's Representations**

In order to induce County to enter into this Agreement, Contractor makes the following representations:

- 5.1 Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents including the "technical data".
- 5.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 5.3 Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 5.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which have been identified. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that the County and Engineer of Record do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.
- 5.5 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 5.6 Contractor has given Engineer of Record written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer of Record is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

- 5.7 Contractor represents and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of its obligations under the Contract Documents.
- 5.8 Contractor warrants, represents, and agrees that if (i) it is a corporation or limited liability company, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver this Agreement, and the individual executing the Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor; or (ii) if it is a partnership, limited partnership, or limited liability partnership, then it has all necessary partnership power and has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations under the Contract Documents; and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.
- 5.9 Neither the execution and delivery of this Agreement by Contractor nor the performance of its obligations under the Contract Documents will result in the violation of any provision, if a corporation, of its articles of incorporation or by-laws, if a limited liability company, of its articles of organization or regulations, or if a partnership, by any partnership agreement by which Contractor is bound, or any agreement by which Contractor is bound or to the best of the Contractor's knowledge and belief, will conflict with any order or decree of any court or governmental instrumentality relating to Contractor.
- 5.10 Except for the obligation of the County to pay Contractor the Contract Price pursuant to the terms of the Contract Documents, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth in the Contract Documents, County shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of County to Contractor, no present or future partner or affiliate of County or any agent, officer, director, or employee of County, or of the various departments comprising Williamson County, or anyone claiming under County has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

## **Article 6. Contract Documents**

The "Contract Documents," which comprise the entire agreement between the County and Contractor concerning the Work, consist of the following:

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- 6.1 This Standard Form of Agreement
- 6.2 Performance Bond
- 6.3 Payment Bond
- 6.4 Maintenance Bond
- 6.5 Certificate of Insurance
- 6.6 Wage Rates
- 6.7 General Conditions
- 6.8 Special Conditions
- 6.9 Technical Specifications
- 6.10 Plan Drawings
- 6.11 Addenda numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive
- 6.12 Contractor's Bid Affidavit and Bid Form
- 6.13 Documentation submitted by Contractor prior to Notice of Award.
- 6.14 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to applicable sections in the General Conditions.

The documents listed in paragraphs 6.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

## **Article 7. Miscellaneous**

- 7.1 Terms used in this Agreement, which are defined in the General Conditions, will have the meanings indicated in the General Conditions.
- 7.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that

- may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 7.3 The County and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 7.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the County and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken position.
- 7.5 Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
- 7.6 The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 7.7 This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.
- 7.8 Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.
- 7.9 Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or

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Agreement

- associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- 7.10 Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- 7.11 To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.
- 7.12 County and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to the County, Contractor and Engineer of Record. All portions of the Contract Documents have been signed, initialed or identified by County and Contractor or identified by Engineer of Record on their behalf.
- 7.13 This Agreement and the Contract Documents represent the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

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Agreement

This Agreement will be effective on \_\_\_\_\_, 20\_\_\_\_ (which is the “Effective Date” of the Agreement).

COUNTY\_\_\_\_\_ CONTRACTOR\_\_\_\_\_

By:\_\_\_\_\_ By: \_\_\_\_\_  
Dan A. Gattis,  
Williamson County Judge Title: \_\_\_\_\_

[CORPORATE SEAL]

Attest\_\_\_\_\_ Attest\_\_\_\_\_

**SECTION 6**  
**WAGE RATES**

## WAGE RATES

Contractor must pay all workers not less than the prevailing wage rate for Williamson County, Texas.

General Decision Number: TX180016 01/05/2018 TX16

Superseded General Decision Number: TX20170016

State: Texas

Construction Types: Heavy and Highway

Counties: Atascosa, Bandera, Bastrop, Bell, Bexar, Brazos, Burleson, Caldwell, Comal, Coryell, Guadalupe, Hays, Kendall, Lampasas, McLennan, Medina, Robertson, Travis, Williamson and Wilson Counties in Texas.

HEAVY (excluding tunnels and dams, not to be used for work on Sewage or Water Treatment Plants or Lift / Pump Stations in Bell, Coryell, McClennon and Williamson Counties) and HIGHWAY Construction Projects

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/05/2018

\* SUTX2011-006 08/03/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures).....	\$ 12.56	
ELECTRICIAN.....	\$ 26.35	
FORM BUILDER/FORM SETTER		

Paving & Curb.....\$ 12.94  
Structures.....\$ 12.87

## LABORER

Asphalt Raker.....\$ 12.12  
Flagger.....\$ 9.45  
Laborer, Common.....\$ 10.50  
Laborer, Utility.....\$ 12.27  
Pipelayer.....\$ 12.79  
Work Zone Barricade  
Servicer.....\$ 11.85

PAINTER (Structures).....\$ 18.34

## POWER EQUIPMENT OPERATOR:

Agricultural Tractor.....\$ 12.69  
Asphalt Distributor.....\$ 15.55  
Asphalt Paving Machine.....\$ 14.36  
Boom Truck.....\$ 18.36  
Broom or Sweeper.....\$ 11.04  
Concrete Pavement  
Finishing Machine.....\$ 15.48  
Crane, Hydraulic 80 tons  
or less.....\$ 18.36  
Crane, Lattice Boom 80  
tons or less.....\$ 15.87  
Crane, Lattice Boom over  
80 tons.....\$ 19.38  
Crawler Tractor.....\$ 15.67  
Directional Drilling  
Locator.....\$ 11.67  
Directional Drilling  
Operator.....\$ 17.24  
Excavator 50,000 lbs or  
Less.....\$ 12.88  
Excavator over 50,000 lbs...\$ 17.71  
Foundation Drill, Truck  
Mounted.....\$ 16.93  
Front End Loader, 3 CY or  
Less.....\$ 13.04  
Front End Loader, Over 3 CY.\$ 13.21  
Loader/Backhoe.....\$ 14.12  
Mechanic.....\$ 17.10  
Milling Machine.....\$ 14.18  
Motor Grader, Fine Grade....\$ 18.51  
Motor Grader, Rough.....\$ 14.63  
Pavement Marking Machine....\$ 19.17  
Reclaimer/Pulverizer.....\$ 12.88  
Roller, Asphalt.....\$ 12.78  
Roller, Other.....\$ 10.50  
Scraper.....\$ 12.27  
Spreader Box.....\$ 14.04  
Trenching Machine, Heavy....\$ 18.48

Servicer.....\$ 14.51

Steel Worker

Reinforcing.....\$ 14.00  
Structural.....\$ 19.29

TRAFFIC SIGNAL INSTALLER

Traffic Signal/Light Pole  
Worker.....\$ 16.00

TRUCK DRIVER

Lowboy-Float.....\$ 15.66  
Off Road Hauler.....\$ 11.88  
Single Axle.....\$ 11.79  
Single or Tandem Axle Dump  
Truck.....\$ 11.68  
Tandem Axle Tractor w/Semi  
Trailer.....\$ 12.81

WELDER.....\$ 15.97

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses(29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that

indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate(weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

**SECTION 7**  
**PERFORMANCE BOND**

Approved\_December 2007

Performance Bond

**PERFORMANCE BOND**

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_

\_\_\_\_\_ of the City of \_\_\_\_\_

County of \_\_\_\_\_, and State of \_\_\_\_\_, as principal,  
and\_\_\_\_\_  
authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and  
firmly bound unto Williamson County (County), in the penal sum of\_\_\_\_\_  
Dollars(\$\_\_\_\_\_) for the payment whereof, the said Principal and Surety bind themselves, their  
heirs, administrators, executors, successors, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written Agreement with the County, dated the  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Agreement"), to which  
the said Agreement, along with the Contract Documents referenced therein are hereby referred to and  
made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said  
Principal shall faithfully perform said Agreement and shall in all respects duly and faithfully observe and  
perform all and singular the covenants, conditions and agreements in and by the Agreement agreed and  
covenanted by the Principal to be observed and performed, and according to the true intent and meaning  
of said Agreement and the Contract Documents hereto annexed, then this obligation shall be void;  
otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253  
of the Texas Government Code, as amended and all liabilities on this bond shall be determined in  
accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or  
addition to the terms of the Agreement or to the work performed thereunder, or to the Contract  
Documents referenced therein, shall in anyway affect the obligations on this bond, and it does hereby  
waive notice of such change, extension of time, alteration or addition to the terms on the Agreement, or to  
the work to be performed thereunder.

Approved\_December 2007

Performance Bond

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
PRINCIPAL\_\_\_\_\_  
SURETY\_\_\_\_\_  
SIGNATURE\_\_\_\_\_  
SIGNATURE\_\_\_\_\_  
NAME & TITLE\_\_\_\_\_  
NAME & TITLE\_\_\_\_\_  
ADDRESS\_\_\_\_\_  
ADDRESS\_\_\_\_\_  
( )  
PHONE NUMBER\_\_\_\_\_  
( )  
PHONE NUMBER

The name and address of the Resident Agency of Surety is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
( )  
PHONE NUMBER

\_\_\_\_\_  
SIGNATURE OF LICENSED LOCAL  
RECORDING AGENT appointed to countersign  
on behalf of Surety (Required by Art. 21.09 of  
the Insurance Code)

\*\*\*\*\*

I, \_\_\_\_\_, having executed Bonds  
SIGNATURE

for \_\_\_\_\_ do hereby affirm I have  
NAME OF SURETY

verified that said Surety is now certified with Authority from either: (a) the Secretary of the Treasury of the United States if the project funding includes Federal monies; or (b) the State of Texas if none of the project funding is from Federal sources; and further, said Surety is in no way limited or restricted from furnishing Bond in the State of Texas for the amount and under conditions stated herein.

**SECTION 8  
PAYMENT BOND**

Approved\_December 2007

Payment Bond

**PAYMENT BOND**

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_

\_\_\_\_\_ of the City of \_\_\_\_\_

County of \_\_\_\_\_, and State of \_\_\_\_\_, as Principal  
(hereinafter referred to as the "Principal"), and\_\_\_\_\_  
authorized under the laws of the State of Texas to act as Surety on bonds for principals (hereinafter referred to as the "Surety"), are held and firmly bound unto Williamson County, (hereinafter referred to as the "County"), in the penal sum of

\_\_\_\_\_ Dollars

(\$\_\_\_\_\_) for the payment whereof, the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written agreement with the County, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to \_\_\_\_\_

\_\_\_\_\_ (hereinafter referred to as the "Agreement"), which said Agreement and the Contract Documents incorporated therein are hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the Work provided for in said Agreement, then, this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the Work performed thereunder, or to the other Contract Documents accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of such change, extension of time, alteration or addition to the terms of the Agreement, or to the work to be performed thereunder or to the other Contract Documents accompanying the same.

Approved\_December 2007

Payment Bond

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME & TITLE

\_\_\_\_\_  
NAME & TITLE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_

\_\_\_\_\_

(\_\_\_\_\_) \_\_\_\_\_  
PHONE NUMBER

(\_\_\_\_\_) \_\_\_\_\_  
PHONE NUMBER

The name and address of the Resident Agency of Surety is:

\_\_\_\_\_

\_\_\_\_\_

(\_\_\_\_\_) \_\_\_\_\_  
PHONE NUMBER

\_\_\_\_\_  
SIGNATURE OF LICENSED LOCAL  
RECORDING AGENT appointed to countersign  
on behalf of Surety (Required by Art. 21.09 of  
the Insurance Code)

**SECTION 9  
MAINTENANCE BOND**

Approved\_December 2007

Maintenance Bond

**MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_  
(NAME OF CONTRACTOR)

as principal, hereinafter called "CONTRACTOR" and \_\_\_\_\_  
(NAME OF SURETY)

a corporation organized under the laws of \_\_\_\_\_  
as Surety, hereinafter called "SURETY", do hereby expressly acknowledge themselves to be held and bound to pay unto WILLIAMSON COUNTY as Obligee, a political subdivision of the State of Texas, hereinafter called "COUNTY", the sum of (20% of total construction contract amount)

\_\_\_\_\_  
(INSERT WORDS)  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment of which sum well and truly to be made unto said COUNTY and its successors, said principal and sureties do hereby bind themselves, their assigns, and successors jointly and severally.

This obligation is conditioned, however, that whereas said CONTRACTOR has by written Agreement dated \_\_\_\_\_, 20 \_\_\_\_\_, entered into an agreement with said COUNTY to build and construct \_\_\_\_\_

\_\_\_\_\_ which said Agreement and the Contract Documents therein mentioned and adopted by the COUNTY are hereby expressly made a part thereof as though the same were written and embodied herein.

WHEREAS, under the terms and conditions of the Agreement, specifications and other Contract Documents, it is provided that the CONTRACTOR shall maintain and keep in good repair the Work constructed and/or equipment furnished by it as contemplated by the plan drawings, specifications, and other Contract Documents, and perform for a period of 2 years from the date of acceptance as shown on the "Certificate of Completion" issued by the ENGINEER, or the date of Final Payment by the COUNTY if a separate Certificate of Completion is not issued, all necessary repairs, reconstruction and renewal of any part of said construction, and to furnish the labor and materials to make good and to repair any defective condition growing out of or on account of the breakage or failure of any substance or the improper function of any part of the construction work. The CONTRACTOR shall reimburse the COUNTY for the costs of all engineering and special services required to be furnished by the COUNTY which are directly attributable to the restoration of the constructed work. Said maintenance contemplates the complete restoration of the constructed work to a functional use during the said period as set forth above. It is the intended purpose of this section to require the correction of all defective conditions resulting from materials furnished or work and labor performed by the CONTRACTOR under the conditions prescribed by the Agreement, plans and specifications and other Contract Documents; and in case the CONTRACTOR shall fail or refuse to commence and actively pursue such corrections within ten (10) days after proper written notifications have been furnished to it by the COUNTY, it is agreed that the COUNTY may do said work and supply such materials and the said CONTRACTOR and SURETY herein shall be liable for the payment of all costs thereby incurred.

NOW THEREFORE, if the said CONTRACTOR shall keep and perform its said agreement to maintain said work and keep the same in good repair for the said maintenance period as provided above, then these presents shall be null and void and have no further effect, but if default shall be made by the

Approved\_December 2007

Maintenance Bond

CONTRACTOR in the performance of its Agreement to maintain and repair said work, then these presents shall have full force and effect and the COUNTY shall have and recover from the said CONTRACTOR and its sureties damages in the premises, as provided, and it is further understood and agreed that this obligation shall be a continuing one against the principal and sureties hereon, and that successive recoveries may be had hereon for successive breaches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner affected from any cause during said time.

IN WITNESS WHEREOF, this instrument is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

_____ PRINCIPAL	_____ PHONE NO.
_____ SIGNATURE	_____ (SEAL)
_____ NAME & TITLE	_____ WITNESS OR ATTEST TO SEAL
_____ SURETY	_____ PHONE NO.
_____ SIGNATURE	_____ (SEAL)
_____ NAME & TITLE	_____ WITNESS OR ATTEST TO SEAL

\_\_\_\_\_  
SIGNATURE OF LICENSED LOCAL RECORDING AGENT  
appointed to countersign on behalf of Surety

**SECTION 10**  
**CERTIFICATE OF INSURANCE**

Approved\_December 2007

Insurance

**CERTIFICATE OF INSURANCE**

TO:

DATE: \_\_\_\_\_

\_\_\_\_\_  
(COUNTY)

Project No.: \_\_\_\_\_

\_\_\_\_\_

Type of \_\_\_\_\_

\_\_\_\_\_  
(ADDRESS)

Project: \_\_\_\_\_

THIS IS TO CERTIFY THAT \_\_\_\_\_

(Name and address of insured)

is, at the date of this certificate, insured by this Company with respect to the business operations hereinafter described for the types of Insurance and in accordance with the provisions of the standard policies used by this Company, and further hereinafter described. Exceptions to the standard policy noted on reverse side hereof.

POLICY NO.	TYPE OF INSURANCE		LIMITS OF LIABILITY
	EFFECTIVE	EXPIRES	
Workmen's Compensation		1 Person	\$ _____
Public Liability		1 Accident	\$ _____
Contingent Liability		1 Person	\$ _____
Property Damage		1 Accident	\$ _____
Builder's Risk			
Automobile			
Other			

The foregoing Policies (do) (do not) cover all sub-contractors.

Locations Covered: \_\_\_\_\_

Descriptions of Operations Covered: \_\_\_\_\_

The above policies either in the body thereof or by appropriate endorsement provide that they may not be changed or canceled by the insurer in less than five days after the insured has received written notice of such change or cancellation.

Where applicable local laws or regulations require more than five days actual notice of change or cancellation to the assured, the above policies contain such special requirements, either in the body thereof or by appropriate endorsement thereto attached.

\_\_\_\_\_  
(Name of Insurer)

By: \_\_\_\_\_

Phone No. ( ) \_\_\_\_\_

Title: \_\_\_\_\_

**SECTION 11**  
**GENERAL CONDITIONS OF AGREEMENT**

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## **General Conditions of Agreement**

### **1. Definition of Terms**

For purposes of the Contract Documents, the following terms shall have the meanings set forth herein:

#### **1.01 The Agreement**

The term the “Agreement” shall mean Standard Form of Agreement by and between County and Contractor relating to the Work and the construction of the Project.

#### **1.02 County**

Williamson County, Texas, being a political subdivision of the State of Texas, is the entity identified in the Agreement and hereinafter referred to as the “County.” Nothing contained in the Contract Documents shall create any contractual or agency relationship between any parties other than the County and the Contractor.

#### **1.03 Department**

The “Department” shall mean the Texas Department of Transportation (TxDOT).

#### **1.04 Contractor**

The term the “Contractor” shall mean the successful bidder that enters into the Agreement with the County for the construction of the Work and the Project defined by the Contract Documents.

#### **1.05 Engineer**

The term the “Engineer” shall mean the County Engineer or the authorized representative of the County Engineer.

#### **1.06 General Engineering Consultant (GEC)**

The term the “General Engineering Consultant” or “GEC” shall mean the consulting engineering firm representing and assisting the County in the design, review, and coordination of the design and construction phases of the Project. The GEC shall be responsible for the construction oversight of the Project.

#### **1.07 Construction Observer**

The “Construction Observer” or the “Observer” shall mean the County’s employee or a contracted consultant who performs construction engineering and inspection services for the Project.

#### **1.08 Construction Representative**

The “Construction Representative” shall mean the GEC’s designated field representative

during construction of the Project which shall provide for coordination and assistance of the construction observation effort.

#### **1.09 Engineer of Record**

The term “Engineer of Record” shall mean the County's design professional, who shall provide professional engineering design services for the Project.

#### **1.10 Contract Documents**

The “Contract Documents” shall consist of the Special Conditions, Notice for Bidders, Proposal, the fully executed Agreement, Performance and Payment Bonds, Maintenance Bond, Special Bonds (when required), General Conditions, Technical Specifications or Specifications, Plans and all modifications thereof incorporated in any such documents before the execution of the Agreement and all modifications that are made, in accordance with the Contract Documents, following the execution of the Agreement.

The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. In case of conflict between any of the Contract Documents, priority of interpretation shall be in the following order: Fully Executed Agreement, Performance and Payment Bonds, Maintenance Bond, Special Bonds (if any), Proposal, General Conditions, Special Conditions, Technical Specifications or Specifications, and Plans.

#### **1.11 Subcontractor**

The term “Subcontractor”, as employed herein, includes only those having a direct contract with the Contractor. It includes one who furnishes material worked to special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked.

#### **1.12 Sub-Subcontractor**

The term “Sub-Subcontractor” means one who has a direct or indirect contract with a Subcontractor to perform any of the Work at the site. It includes one who furnishes material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked.

#### **1.13 Written Notice**

Written notice shall be deemed to have been duly served if delivered in person to the individual or to an officer of the entity for whom it is intended, or if delivered to or sent by registered mail to the last business address known to it who gives the notice.

#### **1.14 Work**

The Contractor shall provide and pay for all materials, machinery, equipment, tools, superintendence, labor, services, insurance, and all water, light, power, fuel, transportation and other facilities necessary for the execution and completion of the work covered by the Contract Documents (collectively known as the “Work”). Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. The

Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words which, when so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standards.

#### **1.15 Extra Work**

The term “Extra Work” as used in the Contract Documents shall be understood to mean and include all work that may be required by the County to be done by the Contractor to accomplish any change, alteration or addition to the Work shown upon the plans, or reasonably implied by the specifications, and not covered by the Contractor's Proposal, except as provided under Section 2.13 “Changes and Alterations” herein.

#### **1.16 Working Day**

The term “Working Day” is defined as any day not including Saturdays, Sundays or any legal holidays, in which weather or other conditions, not under the control of the Contractor, will permit construction of the principal units of the Work for a period of not less than seven (7) hours between 7:00 a.m. and 6:00 p.m.

#### **1.17 Calendar Day**

The term “Calendar Day” is defined as any day of the week or month, no days being excepted.

#### **1.18 Substantially Completed**

The term “Substantially Completed” or “Substantial Completion” shall be understood to mean that all Project Work (or the work for a specified phase of the Project) requiring lane or shoulder closures or obstructions is completed, and traffic is following the lane arrangement as shown on the plans for the finished roadway (or the specified phase of work). Additionally, all pavement construction, resurfacing, traffic control devices, and pavement markings shall be in their final position (or as called for on the plans for the specified phase of work) at such time; provided, however, the Engineer may make an exception as to the permanent pavement markings being in their final position provided that, in the Engineer’s sole discretion, the lack of markings does not cause a disruption to traffic flow or an unsafe condition for the traveling public, and work zone pavement markings are in place.

#### **1.19 Notice of Substantial Completion**

Notice issued to the Contractor by the Observer or County’s Representative acknowledging Substantial Completion of the Project, signifying the end of time charges.

#### **1.20 Certificate of Completion**

Certificate issued to the Contractor by the Observer acknowledging “Final Completion” of the Project, as determined by completion of the Punch List, from which time the warranty period for the Project shall begin. The issuance of the Certificate of Completion shall serve as evidence of “Final Completion” and such certificate shall relieve the Contractor of ownership responsibilities for the Project, except for repair of damage caused by the Contractor or by the Contractor’s operations to existing facilities or completed and substantially accepted work.

**1.21 Certificate of Acceptance**

Certificate issued to the Contractor by the County acknowledging final acceptance and purchase of the Project.

**1.22 Project**

The "Project" shall mean and include the Project defined, described and set forth in the Agreement.

**1.23 Contract Time**

The "Contract Time" shall mean the amount of time in which the Work shall be Substantially Completed. The number of days allotted for the Contract Time shall be specifically set forth in the Agreement.

**1.24 Contract Price**

The "Contract Price" shall mean the amount that the County shall pay the Contractor for completion of the Work in accordance with the Contract Documents. The specific amount of the Contract Price shall be determined pursuant to the terms of the Contract Documents.

**2. Responsibilities of the Engineer and the Contractor****2.01 County-Observer Relationship**

The Observer will be the County's contracted consultant during construction. The duties, responsibilities and limitations of authority of the Observer as the County's representative during construction are as set forth in the Contract Documents and/or the Agreement for Construction Engineering and Inspection Services and shall not be extended or limited without written consent of the County or the Observer. The Observer will advise and consult with the County and the GEC, and all of the County's instructions to the Contractor shall be issued through the Observer.

**2.02 Professional Observation by the Construction Observer**

The Observer shall be on the jobsite when work is being performed to provide construction engineering inspections of the Work performed by the Contractor. In addition to performing material testing on behalf of the County, the Observer shall review the progress of the executed Work and to determine if such Work meets the essential performance and design features and the technical and functional engineering requirements of the Contract Documents; provided and except, however, that the Observer shall not be responsible, directly or indirectly, for the Contractor's construction means, methods, techniques, sequences, quality, procedures, programs, safety precautions or lack of same incident thereto or in connection therewith. Notwithstanding any other provision of the Contract Documents, the Engineer and the Observer shall not be responsible or liable for any acts, errors, omissions or negligence of the Contractor, any Subcontractor or any of the Contractor's or Subcontractor's agents, servants or employees or any other person, firm or corporation performing or attempting to perform any of the Work.

**2.03 Payments for Work**

The Observer shall review the Contractor's applications for payment and supporting data, determine the amount owed to the Contractor and recommend, in writing to the GEC for review, payment to the Contractor in such amounts; such recommendation of payment to the Contractor constitutes a representation to the County of the Observer's professional judgment that the Work has progressed to the point indicated to the best of its knowledge, information and belief, but such recommendation of an application for payment to the Contractor shall not be deemed as a representation by the Observer that the Observer has made any examination to determine how or for what purpose the Contractor has used the monies paid on account of the Contract Price.

**2.04 Initial Determinations**

The Observer initially shall determine all claims, disputes and other matters in question between the Contractor and the County relating to execution or progress of the Work or interpretation of the Contract Documents. The Observer's decision shall be rendered in writing to the GEC for review within a reasonable time, which shall not be construed to be less than ten (10) days.

**2.05 Objections**

In the event the Observer renders any decision which, in the opinion of either party hereto, is not in accordance with the meaning and intent of the Contract Documents, either party may file with the Observer its written objection to the decision within thirty (30) days of such decision by the Observer, and by such action may reserve the right to submit the question so raised to litigation as hereinafter provided.

**2.06 Lines and Grades**

Unless otherwise specified, all lines and grades shall be furnished by the Contractor at its own expense. Whenever necessary, construction work shall be suspended to permit performance of this work, but such suspension will be as brief as practicable and the Contractor shall be allowed no extra compensation therefore.

**2.07 Contractor's Duty and Superintendence**

The Contractor shall give adequate attention to the faithful prosecution and completion of the Work subject of the Contract Documents and shall keep on the Project site, at all times during its progress, a competent Superintendent and any necessary assistants to supervise and direct the Work. The Superintendent shall represent the Contractor in its absence and all directions given to the Superintendent shall be as binding as if given to the Contractor.

The Contractor is and at all times shall remain an independent contractor, solely responsible for the manner and method of completing its work under the Contract Documents, with full power and authority to select the means, method and manner of performing such work, so long as such methods do not adversely affect the completed improvements, the County and the Observer being interested only in the result obtained and conformity of such completed improvements with the Contract Documents.

Likewise, the Contractor shall be solely responsible for the safety of itself, its employees and other persons, as well as for the protection and safety of the improvements being erected and its property or any other person's property, as a result of its operations under the Contract Documents. Engineering construction drawings and specifications, as well as any additional information concerning the Work to be performed passing from or through the Observer, shall not be interpreted as requiring or allowing the Contractor to deviate from the Contract documents, the plans and specifications; the intent of such drawings, specifications and any other such information being to define with specificity the agreement of the parties as to the Work the Contractor is to perform.

Any review of work in process, or any visit or observation and inspection during construction, or any clarification of plans and specifications, by the Observer or the County, or any agent, employee, or representative of either of them, whether through personal observation or inspection on the Project site or by means of approval of shop drawings for temporary construction or construction processes, or by other means or methods, is agreed by the Contractor to be for the purpose of observing the extent and nature of work completed or being performed, as measured against the drawings and specifications constituting the Contract Documents, or for the purpose of enabling the Contractor to more fully understand the plans and specifications so that the completed construction work will conform thereto, and shall in no way relieve the Contractor from full and complete responsibility for the proper performance of its work on the Project, including but not limited to the propriety of means and methods of the Contractor in performing in accordance with the Contract Documents, and the adequacy of any designs, plans or other facilities for accomplishing such performance. Deviation by the Contractor from plans and specifications that may have been in evidence during any such visitation or observation by the Observer, the Engineer, or any of their representatives, whether called to the Contractor's attention or not, shall in no way relieve the Contractor from its responsibility to complete all work in accordance with the Contract Documents.

## **2.08 Contractor's Understanding**

It is understood and agreed that the Contractor has, by careful examination, satisfied itself as to the nature and location of the Work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the Work, the general and local conditions, and all other matters which can in any way affect the Work under the Contract Documents.

## **2.09 Character of Workers**

The Contractor agrees to employ only orderly and competent workers, skillful in the performance of the type of work required under the Contract Documents, to do the Work; and agrees that whenever the Observer shall inform it in writing that any workers on the Work are, in its opinion, incompetent, unfaithful or disorderly, or refuse instructions from the Observer in the absence of the Superintendent, such worker shall be discharged from the Work and shall not again be employed on the Work without the Observer's written consent. No illegal alien may be employed by any Contractor for work on this Project, and a penalty

of \$500.00 per day will be assessed for each day and for each illegal alien who works for the Contractor at this Project.

## **2.10 Shop Drawings**

The Contractor shall submit to the Observer, with such promptness as to cause no delay in its own work or in that of any other contractor, a minimum of four (4) stamped/reviewed copies, unless otherwise specified, of all shop and/or setting drawings and schedules required for the work of the various trades, and the Engineer of Record shall pass upon them with reasonable promptness, making desired corrections. Note: A single copy of the reviewed drawings shall be retained by the reviewer, the County, and the County's Representative for their records. The Contractor may not submit more than four different shop drawing plans for review in any one week. The Engineer of Record shall return the shop drawings to the Contractor, via the GEC, within three (3) weeks of its having received them, with appropriate comments. The Contractor shall make any corrections required by the Engineer of Record, file with it two (2) corrected copies and furnish such other copies as may be needed. The Engineer of Record's approval of such drawings or schedules shall not relieve the Contractor from responsibility for deviations from drawings or specifications, unless the Contractor has in writing called the Engineer of Record's attention to such deviations at the time of submission, nor shall it relieve Contractor from responsibility for errors of any sort in shop drawings or schedules. It shall be the Contractor's responsibility to fully and completely review all shop drawings to ascertain their effect on its ability to perform the required work in accordance with the Contract Documents and within the time for completion thereof. Any shop drawings which are required for temporary supports must be signed and sealed by an Engineer registered in the State of Texas.

Such review by the Engineer of Record shall be for the sole purpose of determining the sufficiency of said shop drawings or schedules to result in finished improvements in conformity with the plans and specifications, and shall not relieve the Contractor of its duties and obligations, as an independent contractor, set forth in the Contract Documents. It is hereby expressly understood and agreed that the Engineer of Record does not assume any duty to pass upon the propriety or adequacy of such drawings or schedules, or any means or methods reflected thereby, in relation to the safety of either person or property during the Contractor's performance hereunder.

## **2.11 Preliminary Approval**

The Observer shall not have the power to waive the obligations of the Contract Documents for the furnishing by the Contractor of good material, and of its performing good work as herein described, and in full accordance with the Contract Documents. No failure or omission of the Observer to discover, object to or condemn any defective work or material shall release the Contractor from the obligations to fully and properly perform in full accordance with the Contract Documents, including without limitation, the obligation to at once tear out, remove and properly replace any defective work or material at any time prior to final acceptance upon the discovery of said defective work or material; provided, however, that the Observer shall, upon request of the Contractor, inspect and accept or reject any material furnished, and in the event the material has been once accepted by the Observer,

such acceptance shall be binding on the County unless it can be clearly shown that such material furnished does not meet the specifications for this work.

Any questioned work may be ordered to be taken up or removed for re-examination by the Observer, prior to final acceptance, and if found not in accordance with the plans and/or specifications for said work, all expenses relating to the removing, re-examination and replacement shall be solely borne by the Contractor. Otherwise, if the questioned work is found to be in accordance with the plans and/or specifications for said work, the expense thus incurred shall be allowed as Extra Work and shall be paid for by the County; provided, however, where inspection or approval is specifically required by the specifications prior to performance of certain work, should the Contractor proceed with such work without requesting prior inspection or approval, the Contractor shall bear all expense of taking up, removing, and replacing this work if so directed by the Observer.

## **2.12 Defects and Their Remedies**

It is further agreed that if the Work or any part thereof, or any material brought on the site of the Work for use in the Work or selected for the same, shall be deemed by the Observer as unsuitable or not in conformity with the Contract Documents, or the intent thereof, the Contractor shall, after receipt of notice thereof from the Observer, forthwith remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with the Contract Documents.

## **2.13 Changes and Alterations**

The Contractor further agrees that the County may make such changes and alterations as the County may see fit in the line, grade, form, dimensions, plans or materials for the Work herein contemplated, or any part thereof, either before or after the beginning of the construction, without affecting the validity of the Contract Documents.

If such changes or alterations diminish the quantity of the Work to be done, they shall not constitute the basis for a claim for damages or anticipated profits on the Work that may be dispensed with, except as provided for unit price items under Section 5 "Measurement and Payment". If the amount of work is increased, and the Work can fairly be classified under the specifications, such increase shall be paid for according to the quantity actually done and at the unit price, if any, established for such work under the Contract Documents, except as provided for unit price items under Section 5 "Measurement and Payment". Otherwise, such additional work shall be paid for as provided under Extra Work. In the event the County makes such changes or alterations as shall make useless any work already done or material already furnished or used in said work, then the County shall compensate the Contractor for any material or labor so used, and for any actual loss occasioned by such change, due to actual expense incurred in preparation for the Work as originally planned.

### **3. General Obligations and Responsibilities**

#### **3.01 Keeping of Plans and Specifications Accessible and Keeping a Superintendent on the Project Site**

The Contractor shall keep one (1) copy of the plans and specifications constantly accessible on the Work, with the latest revisions noted thereon. The Contractor shall give the Work its constant attention to facilitate the progress thereof and shall cooperate with the Construction Observer in every way possible. The Contractor shall designate, to the Construction Observer in writing, the name of a Superintendent, employed by the firm, regardless of how much of the Work may be sublet. The Superintendent will be available at all time. In the event a competent superintendent is not available, the Construction Observer may suspend work until one is available.

#### **3.02 Ownership of Documents**

All drawings, specifications and copies thereof furnished by the Engineer of Record shall not be reused on other work, and, with the exception of the signed contract sets, are to be returned to the Engineer of Record on request, at the completion of the work. All models, drawings, specifications and copies thereof are the property of the County.

#### **3.03 Adequacy of Design**

It is understood that the County believes it has employed competent engineers and designers. It is therefore agreed that the County and Engineer shall be responsible for the adequacy of the design, sufficiency of the Contract Documents, the safety of the structure and the practicability of the operations of the completed project provided that the Contractor has complied with the requirements of the said Contract Documents, all approved modifications thereof, and additions and alterations thereto approved in writing by the County. The burden of proof of such compliance shall be upon the Contractor to show that it has complied with the said requirements of the Contract Documents, approved modifications thereof, and all approved additions and alterations thereto.

The paper copies of the Contract Documents are considered to be the official contract documents. Any request by the Contractor and use thereof of electronic or digital information, including engineering design and survey files, shall be at the sole risk and legal responsibility of the Contractor. Neither the County nor the Engineer of Record makes any warranty or representation as to the compatibility of the files provided with other software programs, nor shall they be held responsible for subsequent uses of the data by the Contractor or anyone who may obtain the data from the Contractor. **THE CONTRACTOR SHALL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY AND HOLD THE COUNTY ITS AGENTS, EMPLOYEES, OR REPRESENTATIVES AND THE ENGINEER OF RECORD HARMLESS FROM ANY AND ALL CLAIMS, SUITS, LIABILITY, DEMANDS OR COSTS ARISING OUT OF OR RESULTING FROM SUCH USE.** Because data stored on electronic media can deteriorate undetected or be modified undetected, neither the County nor the Engineer of Record can be held liable for the completeness or correctness of the electronic data once in possession of the Contractor.

### **3.04 Contractor's Responsibility for Work**

Until the issuance of the Certificate of Completion for the Project, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non execution of the Work.

In case of suspension of work for any cause, the Contractor shall be responsible for the preservation of all materials. The Contractor shall provide suitable drainage of the roadway in good and passable condition until Final Completion, except as outlined below for opening the roadway to traffic.

Whenever, in the opinion of the Observer, any roadway or portion thereof is in suitable condition for travel, it shall be opened to traffic; provided, however, such opening shall not be held to be, in any way, the final acceptance of the roadway or any part thereof or be held as a waiver of any of the provisions of the Contract Documents. Where it is considered by the Observer to be in the public interest and so ordered in writing by the Observer, any Substantially Completed roadway or portion thereof may be opened to traffic as follows:

- (1) When both required by plans, job sequence or the approved traffic control plan, and when the County accepts responsibility for maintaining such portion of the roadway opened to traffic.
- (2) When work is suspended for a period of time at the convenience of the County, the County will assume the responsibility for maintaining the entire roadway during the period of suspension; or
- (3) When the roadway or portion thereof is opened to traffic during construction operations at the convenience of the County, the County will assume responsibility for the maintenance of the traveled way and shoulders during the period in which it is opened to traffic.

The County, in assuming responsibility for maintenance under this provision, may require the Work to be done in accordance with Section 6, "Extra Work and Claims".

Except for damage by the Contractor or damage caused by the Contractor's operations, the Contractor will not be responsible for repair of damage to existing facilities or damage to completed and accepted work such as guard fence, bridge wings, railing, illumination assemblies, underpass structure, traffic barriers, delineator assemblies, signs, sign bridges, changeable message signs, vehicle impact attenuators (crash cushions and guardrail end treatments) and traffic signals, where such damage is caused by (a) motor-vehicle, seacraft or aircraft that are not being operated by Contractor; (b) railroad-train collision (c) vandalism; (d) Acts of God, such as earthquake, tidal wave, tornado, hurricane, or other cataclysmic phenomena of natures; or (e) Acts of Governmental Authorities.

Upon completion of all work provided for in the Contract Documents for any individual limits, control or project, the Observer may make an inspection, and if the Work is found to be satisfactory, the Contractor will be released from further maintenance on that portion of

the Work, except for damage caused by the Contractor or its operations. Such partial acceptance must be made in writing and shall in no way void or alter any terms of the Contract Documents. Other specific units of the Project will be accepted on an individual basis when shown on the plans or as approved, in writing, by the Observer.

### **3.05 Protection Against Accident to Employees and the Public**

The Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the Work and shall comply with all applicable provisions of federal, state, and municipal safety laws and building and construction codes. All machinery and equipment and other physical hazards shall, except where incompatible with federal, state, or municipal laws or regulations, be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America. The Contractor shall provide such machinery guards, safe walkways, ladders, bridges, gangplanks, and other safety devices. The safety precautions actually taken and their adequacy shall be the sole responsibility of the Contractor, acting at its discretion as an independent contractor.

Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of anyone, whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of the Work, the Contractor shall send a written report of such accident or other event to the County and the Observer, setting forth a full and concise statement of the facts pertaining thereto. Such statement shall include a written recordation of the location of the event and the circumstances surrounding the event through photographs, interviewing witnesses, obtaining of medical reports and other documentation that defines the event. The Contractor shall also provide to the County a copy of any and all accident reports received from safety officials or agencies. Copies of such documentation shall be provided to the County and the Observer for their records. The Contractor shall also immediately send the County and the Observer a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of the Work.

### **3.06 Performance and Payment Bonds**

Unless otherwise specified, it is further agreed by the parties to the Contract Documents that the Contractor will execute separate performance and payment bonds, each in the sum of one hundred (100%) percent of the total Contract Price, on forms acceptable to County, guaranteeing faithful performance of the Work and the fulfillment of any guarantee required, and further guaranteeing payment to all persons supplying labor and materials or furnishing Contractor with any equipment in the execution of the Work subject of the Contract Documents. It is agreed that the Contractor shall have no rights under the Contract Documents until such performance and payment bonds are furnished to and approved by the County.

Unless otherwise specified, the cost of the premium for the performance and payment bonds shall be included in the price bid by the Contractor for the Work subject of the Contract Documents, and no extra payment for such bonds will be made by the County.

Each bond shall be executed by a corporate surety or corporate sureties, with an A.M. Best rating of "B" or better, duly authorized to do business and to issue surety bonds in the State of Texas. If any surety upon any bond furnished in connection herewith becomes insolvent, or otherwise not authorized to do business in this state, the Contractor shall promptly furnish equivalent security to protect the interests of the County and of persons supplying labor, materials and equipment in the prosecution of the Work subject of the Contract Documents. Furthermore, the surety company underwriting the bonds must be acceptable to the County.

Each bond shall be accompanied by a valid Power of Attorney (issued by the surety company and attached, signed and sealed, with the corporate embossed seal, to the bond) authorizing the agent who signs the bond to commit the company to the terms of the bond, and stating on the face of the Power of Attorney the limit, if any, in the total amount for which such agent is empowered to issue a single bond.

### **3.07 Protection of Adjoining Property**

The Contractor shall take proper means to protect the adjacent or adjoining property or properties, in any way encountered, which might be injured or seriously affected by any process of construction to be undertaken pursuant to the Contract Documents, from any damage or injury by reason of said process of construction; and the Contractor shall be liable for any and all claims for such damage on account of its failure to fully protect all adjoining property. **THE CONTRACTOR AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS THE COUNTY, THE OBSERVER THE GEC AND THE ENGINEER OF RECORD, AS WELL AS ANY OF THEIR AGENTS, REPRESENTATIVES, OFFICERS OR EMPLOYEES AGAINST ANY CLAIM OR CLAIMS FOR DAMAGES DUE TO ANY INJURY TO ANY ADJACENT OR ADJOINING PROPERTY, ARISING OR GROWING OUT OF THE PERFORMANCE OF THE WORK, BUT ANY SUCH INDEMNITY SHALL NOT APPLY TO ANY CLAIM OF ANY KIND ARISING SOLELY OUT OF THE EXISTENCE OR CHARACTER OF THE WORK.**

### **3.08 Protection Against Claims of Subcontractors, Laborers, Materialmen and Furnishers of Machinery, Equipment and Supplies**

**THE CONTRACTOR AGREES THAT IT WILL INDEMNIFY, DEFEND AND SAVE HARMLESS THE COUNTY, THE OBSERVER, THE GEC AND THE ENGINEER OF RECORD, AS WELL AS ANY OF THEIR AGENTS, REPRESENTATIVES, OFFICERS OR EMPLOYEES FROM ALL CLAIMS GROWING OUT THE LAWFUL DEMANDS OF SUBCONTRACTORS, LABORERS, WORKERS, MECHANICS, MATERIALMEN AND FURNISHERS OF MACHINERY, MACHINERY PARTS, EQUIPMENT, POWER TOOLS, AND ALL SUPPLIES, INCLUDING COMMISSARY, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THE WORK SUBJECT OF THE CONTRACT DOCUMENTS.** When so desired by the County, the Contractor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the Contractor fails to furnish such evidence to County's complete satisfaction, then the County may either pay directly any unpaid bills of which the County has written notice of, or may withhold from

the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to liquidate any and all such lawful claims. When satisfactory evidence is furnished that all liabilities have been fully discharged, payments to the Contractor shall be resumed in full in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligation upon the County by either the Contractor or its surety.

### **3.09 Protection Against Royalties or Patented Invention**

The Contractor shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letter patent or copyright by suitable legal agreement with the patentee or owner. **THE CONTRACTOR SHALL DEFEND ALL SUITS OR CLAIMS FOR INFRINGEMENT OF ANY PATENT OR COPYRIGHT RIGHTS AND SHALL INDEMNIFY AND SAVE HARMLESS THE COUNTY, THE OBSERVER THE GEC AND THE ENGINEER OF RECORD, AS WELL AS ANY OF THEIR AGENTS, REPRESENTATIVES, OFFICERS OR EMPLOYEES FROM ANY LOSS ON ACCOUNT THEREOF, EXCEPT THAT THE COUNTY SHALL DEFEND ALL SUCH SUITS AND CLAIMS AND SHALL BE RESPONSIBLE FOR ALL SUCH LOSS WHEN A PARTICULAR DESIGN, DEVICE, MATERIAL OR PROCESS OR THE PRODUCT OF A PARTICULAR MANUFACTURER OR MANUFACTURERS IS SPECIFIED OR REQUIRED BY THE COUNTY; PROVIDED, HOWEVER, IF CHOICE OF ALTERNATE DESIGN, DEVICE, MATERIAL OR PROCESS IS ALLOWED TO THE CONTRACTOR, THEN THE CONTRACTOR SHALL INDEMNIFY AND SAVE THE COUNTY HARMLESS FORM ANY LOSS ON ACCOUNT THEREOF.** If the material or process specified or required by the County is known by the Contractor to be an infringement, the Contractor shall be responsible for such loss unless it promptly gives such information to the County.

### **3.10 Laws and Ordinances**

The Contractor shall at all times observe and comply with all federal, state and local laws, ordinance and regulations, which in any manner affect the Contract Documents or the Work, and **SHALL INDEMNIFY AND SAVE HARMLESS THE COUNTY, THE OBSERVER THE GEC AND THE ENGINEER OF RECORD, AS WELL AS ANY OF THEIR AGENTS, REPRESENTATIVES, OFFICERS OR EMPLOYEES AGAINST ANY CLAIM ARISING FROM THE VIOLATION OF ANY SUCH LAWS, ORDINANCES, AND REGULATIONS WHETHER BY THE CONTRACTOR OR ITS EMPLOYEES, EXCEPT WHERE SUCH VIOLATIONS ARE CALLED FOR BY THE PROVISIONS OF THE CONTRACT DOCUMENTS.** If the Contractor observes that the plans and specifications are at variance therewith, it shall promptly notify the Observer, in writing, and any necessary changes shall be prepared as provided in the Contract Documents for changes in the Work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Observer, the Contractor shall bear all costs arising therefrom.

In case the County is a body politic and corporate, the law from which it derives its powers, insofar as the same regulates the objects for which, or the manner in which, or the conditions under which the County may enter into contract, shall be controlling and shall be considered as part of the Contract Documents to the same effect as though embodied herein.

### **3.11 Assignment and Subletting**

The Contractor further agrees that it will retain personal control and will give its personal attention to the fulfillment of the Work strictly in accordance with the Contract Documents and that Contractor will not assign, by Power of Attorney or otherwise, or sublet any right or interest it may have under the Contract Documents without the written consent of the Observer, and that no part or feature of the Work will be sublet to anyone objectionable to the Observer or the County. The Contractor further agrees that the subletting of any portion or feature of the Work, or materials required in the performance of the Work, shall not relieve the Contractor from its full obligations to the County as provided in the Contract Documents.

### **3.12 Indemnification**

**THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE COUNTY, THE OBSERVER, THE GEC AND THE ENGINEER OF RECORD AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL DAMAGES, CLAIMS, LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK, PROVIDED THAT ANY SUCH DAMAGE, CLAIM, LOSS, DEMAND, SUIT, JUDGMENT, COST OR EXPENSE:**

- (1) IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH OF ANY PERSON INCLUDING CONTRACTOR'S EMPLOYEES AND ANY SUBCONTRACTOR'S EMPLOYEES AND ANY SUB-SUBCONTRACTOR'S EMPLOYEES, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY INCLUDING CONTRACTOR'S PROPERTY (OTHER THAN THE WORK ITSELF) AND THE PROPERTY OF ANY SUBCONTRACTOR OF SUB-SUBCONTRACTOR INCLUDING THE LOSS OF USE RESULTING THEREFROM; AND,**
- (2) IS CAUSED IN WHOLE OR IN PART BY ANY INTENTIONAL OR NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ANY SUBCONTRACTOR, ANY SUB-SUBCONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY ONE OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.**

**THE OBLIGATION OF THE CONTRACTOR UNDER THIS PARAGRAPH SHALL NOT EXTEND TO THE LIABILITY OF THE OBSERVER, THE ENGINEER, THE GEC, THE ENGINEER OF RECORD THEIR AGENTS OR EMPLOYEES ARISING OUT OF THE PREPARATION OF MAPS, PLANS, REPORTS, SURVEYS, CHANGE ORDERS, DESIGNS OR SPECIFICATIONS, OR THE APPROVAL OF MAPS, PLANS, REPORTS, SURVEYS, CHANGE ORDERS, DESIGNS OR SPECIFICATIONS OR THE ISSUANCE OF OR THE FAILURE TO GIVE DIRECTIONS OR INSTRUCTIONS BY THE OBSERVER, ITS AGENTS OR EMPLOYEES, PROVIDED SUCH IS THE SOLE CAUSE OF THE INJURY OR DAMAGE.**

**IN ANY AND ALL CLAIMS AGAINST THE COUNTY, THE OBSERVER THE GEC OR THE ENGINEER OF RECORD OR ANY OF THEIR AGENTS OR EMPLOYEES BY ANY EMPLOYEE OF THE CONTRACTOR, ANY SUBCONTRACTOR, ANY SUB-SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION UNDER SECTION 3.12 SHALL NOT BE**

**LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR ANY SUBCONTRACTOR OR SUB-SUBCONTRACTOR UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.**

### **3.13 Insurance**

The Contractor at its own expense shall purchase, maintain and keep in force such insurance as will protect Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract Documents, whether such operations be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

- (1) Workman's compensation claims, disability benefits and other similar employee benefit acts;
- (2) Claims for damages because of body injury, occupational sickness or disease, or death of its employees, and claims insured by usual bodily injury liability coverages;
- (3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees, and claims insured by usual bodily injury liability coverages; and
- (4) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

**CERTIFICATE OF INSURANCE.** Before commencing any of the Work, Contractor shall file with the County valid Certificates of Insurance acceptable to the County and the Observer. Such Certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the County.

The Contractor shall also file with the County valid Certificates of Insurance covering all Sub-contractors of the Contractor.

### **3.14 Final Clean-up**

Upon the completion of the Work and before acceptance and Final Payment will be made, the Contractor shall clean and remove from the site of the Work all surplus and discarded materials, temporary structures and debris of every kind. The Contractor shall leave the site of the Work in a neat and orderly condition at least equal to that which originally existed. Surplus and waste materials removed from the site of the Work shall be disposed of at locations that are both satisfactory to the Observer and in accordance with the laws pertaining to the disposal of such surplus, debris and waste materials.

In the event the Contractor fails or refuses to clean and remove surplus materials and debris as provided above, the County or the Observer may do so, or cause same to be done, at the

Contractor's expense, and the reasonable cost thereof shall be deducted from any amounts that are owing to the Contractor.

#### **4. Prosecution and Progress**

##### **4.01 Time and Order of Completion**

It is the meaning and intent of the Contractor Documents, unless otherwise specifically provided, that the Contractor shall be allowed to prosecute its work at such times and seasons, in such order of precedence, and in such manner as shall be most conducive to the economy of construction; provided, however, that the order and the time of prosecution shall be such that the Work shall be substantially completed, as a whole and in part, in accordance with the Contract Documents and within the time of completion designated in the Contractor's bid or proposal; provided, however, when the County is having other work done on the same Project or an adjoining project, either by contract or by its own force, the Observer may direct the time and manner of constructing the Work done under the Contract Documents, so that conflict will be avoided and the construction of the various works and projects being performed for the County shall be harmonized.

Unless otherwise specified, the Contractor shall plan to begin work 10 calendar days from the authorization date to begin work as designated by the Notice to Proceed.

The Contractor shall submit, at such times as may reasonably be requested by the Observer, schedules which shall show the order in which the Contractor proposes to carry on the Work, the dates at which the Contractor will start the several parts of the Work, and estimated dates of completion of the several parts.

Nighttime work is allowed only when shown on the plans or directed or allowed by the Engineer. Nighttime work is defined as work performed from 30 min. after sunset to 30 min. before sunrise.

##### **4.02 Extension of Time**

Should the Contractor be delayed in the completion of the Work by any act or neglect of the County, the Observer or the Engineer of Record, or of any employee of either, or by other contractors employed by the County, or by changes ordered in the Work, or by strikes, lockouts, fires, and unusual delays by common carriers, or unavoidable cause or causes beyond the Contractor's control, or by any cause which the Observer shall decide justifies the delay, then an extension of time shall be allowed for completing the Work, sufficient to compensate for the delay, the amount of the extension to be determined by the Observer; provided, however, before the Observer may decide whether or not to allow such an extension of time, the Contractor must tender a prompt written request for an extension of time wherein the Contractor shall give the Observer a written description of the cause of such delay. Adverse weather conditions will not be justification for extension of time on "Calendar Days" contracts.

#### **4.03 Hindrances and Delays**

No claims shall be made by the Contractor for damages resulting from hindrances or delays from any cause (except where the Work is stopped by order of and for the convenience of the County) during the progress of any portion of the Work embraced in the Contract Documents. In case said work shall be stopped by the act of the County, then such expense, as in the sole judgment of the Observer is caused by such stoppage of said work, shall be paid by the County to the Contractor.

### **5. Measurement and Payment**

#### **5.01 Quantities and Measurements**

No extra or customary measurements of any kind will be allowed. Rather the actual measured and/or computed length, area, solid contents, number and weight only shall be considered, unless otherwise specifically provided otherwise in the Contract Documents.

#### **5.02 Estimated Quantities**

The Contract Documents are intended to show clearly all work to be done and material to be furnished hereunder. Where the estimated quantities are shown for the various classes of work to be done and material to be furnished under the Contract Documents, they are approximate and are to be used only as a basis for estimating the probable cost of the Work and for comparing the proposals offered for the Work. It is understood and agreed that the actual amount of work to be done and material to be furnished under the Contract Documents may differ somewhat from these estimates.

Plans quantities may or may not represent the exact quantity of work performed or material moved, handled, or placed during the execution of the Work. For plans quantity measurement items, the estimated bid quantities are designated as final payment quantities, unless revised by the governing specifications. If the actual quantity measured as outlined under "Measurement" varies by more than 5% (or as stipulated under "Measurement" for specific Items) from the total estimated quantity for an individual Item originally shown in the Contract Documents, an adjustment may be made to the quantity of authorized work done for payment purposes. The party requesting the adjustment will provide field measurements and calculations showing the revised quantity. When approved, this revised quantity will constitute the final quantity for which payment will be made. Payment for revised quantity will be made at the unit price bid for that Item, except as provided for in the Contract Documents. When quantities are revised by a change in design approved by the County, by change order, or to correct an error on the plans, the plans quantity will be increased or decreased by the amount involved in the change, and the 5% variance will apply to the new plans quantity.

Where payment is based on the unit price method, the Contractor agrees that it will make no claim for damages, anticipated profits or otherwise on account of any differences which may be found between the quantities of work actually done, the material actually furnished under the Contract Documents and the estimated quantities contemplated and contained in the proposal; provided, however, that in case the actual quantity of any major item should

become as much as twenty-five percent (25%) more than or twenty-five percent (25%) less than the estimated or contemplated quantity for such items, then either party to the Agreement, upon demand, shall be entitled to revised consideration upon the portion of the Work above or below twenty-five percent (25%) of the estimated quantity.

A "Major Item" shall be construed to be any individual bid item incurred in the proposal that has a total cost equal to or greater than five percent (5%) of the total contract cost, computed on the basis of the proposal quantities and the contract unit prices.

Any revised consideration is to be determined by agreement between the parties, otherwise by the terms of the Contract Documents, as provided under Section 6.03 "Extra Work".

### **5.03 Price of Work**

In consideration of the furnishing of all the necessary labor, equipment and material, and the completion of all of the Work by the Contractor, and on the completion of all of the Work and on the delivery of all material in full conformity with the specifications and stipulations contained in the Contract Documents, the County agrees to pay the Contractor the Contract Price that is set forth in the Agreement. The Contractor hereby agrees to receive such Contract Price in full for furnishing all material and all labor required for the Work, also for all expense incurred by Contractor, and for well and truly performing the same and the whole thereof in the manner with and in accordance to the Contract Documents.

### **5.04 Partial Payments**

On or before the first Wednesday of each month, the Contractor shall submit to the Observer a statement showing the total value of the Work performed up to and including the last day of the preceding month. The statement shall also include the value of all sound materials delivered on the job site and to be included in the Work and all partially completed work whether bid as a lump sum or a unit item which, in the opinion of the Observer, is acceptable. The Observer shall either examine and approve by signature or modify and approve such modified statement.

The County shall then pay the Contractor, within 30 days of the statement submittal, the total amount of the approved statement, less ten percent (10%) of the amount thereof, which ten percent (10%) shall be retained until Final Payment, and further less all previous payments and all further sums that may be retained by the County under the terms of the Contract Documents and/or under state or federal law. It is understood, however, that in case the whole work be near to completion and some unexpected and unusual delay occurs due to no fault or neglect on the part of the Contractor, then the County may, upon written recommendation of the Observer, pay a reasonable and equitable portion of the retained percentage to the Contractor; or the Contractor, at the County's option, may be relieved of the obligation to fully complete the Work and, thereupon, the Contractor shall receive payment of the balance due Contractor under the contract subject to the terms and conditions stated in the Contract Documents.

- (1) When work progress is fifty percent (50%) complete, as determined by the value of the work completed to date against the original or revised contract amount, whichever is greater, the County may reduce the amount retained to five percent (5%) of the value of all work satisfactorily complete to date, including the value paid for materials on hand, provided, in the sole opinion of the Observer, the Contractor is making satisfactory progress toward completion of the project in a timely manner and there is no other cause to retain a greater percentage.
- (2) Upon issuance of the NOTICE OF SUBSTANTIAL COMPLETION and agreement to final project quantities, the percent retained may be further reduced, at the discretion of the Engineer and the Observer, to two percent (2%) of the total value of all work completed to date. This amount shall be retained until Final Payment and close out of the project.

#### **5.05 Punch List**

The Contractor shall notify the Observer in writing when, in the Contractor's opinion, the Work has been "Substantially Completed" and when so notifying the Observer, the Contractor shall furnish to the Observer, in writing, a detailed list of unfinished work, also known as the Punch List. The Observer will review the Punch List and will add any items that the Contractor failed to include on said list. The fact that a structure or facility has been "Substantially Completed" shall not excuse the Contractor from performing all of the Work undertaken, whether such work is of a minor or major nature. Furthermore, the Contractor shall remain obligated to fully complete the Work and perform its obligations under the Contract Documents after the Work has been Substantially Completed.

#### **5.06 Final Completion and Acceptance**

The Contractor shall have a specified time period for completion of the Punch List items, as set forth in Section XI of the Special Conditions, "Completion of Work on Time." Within ten (10) days after the Contractor has given the Observer written notice that the Punch List has been completed, the Observer shall inspect the Work and within said time, if the Work is found to be completed in accordance with the Contract Documents, the Observer shall issue to the Contractor its Certificate of Completion. In the event the Punch List has not been completed, the Observer shall advise the Contractor, in writing, of the Observer's basis for deeming the Punch List incomplete. Following the Contractor's receipt of the Observer's notice that the Punch List is incomplete, the Contractor shall complete the remaining items prior to the expiration of the above referenced specified time period for completion of the Punch List items. Upon satisfactory completion of the Punch List and the issuance of the Certificate of Completion, it shall be the Contractor's responsibility to submit the contract close-out documents, which shall include the record drawings, maintenance bond and Affidavit of All Bills Paid, and thereupon it shall be the duty of the County to issue a Certificate of Acceptance (Final Acceptance) to the Contractor.

#### **5.07 Final Payment**

Upon the issuance of the Notice of Substantial Completion, the Observer shall proceed to make final measurements and prepare final statement for the value of all work performed and materials furnished under the terms of the Contract Documents and shall certify same to the

County, and, then, Final Payment shall be made to the Contractor. At the County's sole discretion, this payment may include payment for work remaining to be performed in association with the removal of temporary erosion controls or the establishment of permanent stabilization measures. On or after the 30th day, and before the 35th day after the date of the Certificate of Acceptance, the balance due the Contractor under the terms of the Contract Documents shall be paid. Neither the Certificate of Acceptance nor the Final Payment, nor any provision in the Contract Documents, shall relieve the Contractor of the obligation for fulfillment of any warranty which may be required.

#### **5.08 Payments Withheld**

The County may, on account of subsequently discovered evidence, withhold or nullify the whole or part of any certificate to such extent as may be necessary to protect itself from loss on account of:

- (a) Defective work not remedied or other obligations hereunder not completed.
- (b) Claims filed or reasonable evidence indicating the probable or potential filing of claims.
- (c) Failure of the Contractor to make payments properly to Subcontractors or for material or labor.
- (d) Damage to the County or another contractor's work, material or equipment.
- (e) Reasonable doubt that the Work can be completed for the unpaid balance of the contract amount or Contract Price.
- (f) Reasonable indication that the Work will not be completed within the contract time.
- (g) Other causes affecting the performance of the Work subject of the Contract Documents.

When the above grounds are removed or the Contractor provides a surety bond satisfactory to the County, which will protect the County in the amount withheld, payment shall be made for amounts withheld because of them.

#### **5.09 Delayed Payments**

Should the County fail to make payment to the Contractor of the sum named in any partial or final statement, when such payment is due, then the County shall pay to the Contractor, in addition to the sum shown as due by such statement, interest thereon in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. County's payment of the amount due plus said interest shall fully liquidate any injury to the Contractor growing out of such delay in payment. It is expressly agreed that delay by the County in making payment to the Contractor of the sum named in any partial or final statement shall not constitute, on the part of the County, a breach under the Contract Documents, nor shall it serve as an abandonment by the County. Furthermore, any delay by the County in making payment to the Contractor of the sum named in any partial or final statement shall not, to any

extent or for any time, relieve the Contractor of its obligations to fully and completely perform pursuant to the terms of the Contract Documents.

## **6. Extra Work and Claims**

### **6.01 Change Orders**

Without invalidating the Agreement or any terms of the Contract Documents, the County may, at any time or from time to time, order additions, deletions or revisions to the Work. Any such additions, deletions or revisions to the Work may only be effectuated and authorized by written Change Order. The said written Change Order shall be prepared by the GEC for execution by the County and the Contractor. The Change Order shall set forth the basis for any change in Contract Price, as hereinafter set forth in Section 6.03, Extra Work, and for any change in contract time which may result from the change.

In the event the Contractor shall refuse to execute a Change Order which has been prepared by the GEC and executed by the County, the GEC may, in writing, instruct the Contractor to proceed with the Work as set forth in the Change Order and the Contractor shall thereafter proceed with such work. The Contractor may make claim against the County for Extra Work involved under the Change Order, as hereinafter provided.

### **6.02 Minor Changes**

The Observer may authorize minor changes in the Work which are not inconsistent with the overall intent of the Contract Documents and which do not involve an increase in Contract Price. If the Contractor believes that any minor change or alteration authorized by the Observer involves Extra Work which entitles it to an increase in the Contract Price, the Contractor shall make written request to the Observer for a written Field Order. For purposes of this section, a "Field Order" shall mean the Contractor's cost proposal for the Extra Work that the Contractor believes would increase the Contract Price.

In such case, the Contractor, by copy of its communication to the Observer or by separate writing, shall advise the County of its request to the Observer for a written Field Order. The Contractor's notice to the County shall inform the County that the work subject of the written Field Order may result in an increase in the Contract Price.

Any request by the Contractor for a change in Contract Price shall be made prior to commencing the work covered by the proposed change.

### **6.03 Extra Work**

It is agreed that the basis of compensation to the Contractor for work either added or deleted by a change order or for which a claim for Extra Work is made shall be determined by the unit prices upon which the Work and Project was bid to the extent such work can be fairly classified within the various work item descriptions. For work that cannot be fairly classified within the said various work item descriptions, the basis of compensation to the Contractor

for work either added or deleted by a change order or for which a claim for Extra Work is made shall be determined by one or more of the following methods:

Method (A)

By agreed unit prices; or

Method (B)

By agreed lump sum; or

Method (C)

If neither Method (A) nor Method (B) is agreed upon before the Extra Work is commenced, then the Contractor shall be paid the "actual field cost" of the Work, plus fifteen percent (15%).

In the event said Extra Work is performed and paid for under Method (C), then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost to the Contractor of all workmen, such as foremen, timekeepers, mechanics and laborers, and materials, supplies, trucks, rentals on machinery and equipment, for the time actually employed or used on such Extra Work, plus actual equipment, for the time actually employed or used on such Extra Work, plus actual transportation charges necessarily incurred, together with all power, fuel, lubricants, water and similar operating expenses, also all necessary incidental expenses incurred directly on account of such Extra Work, including Social Security, Old Age Benefits and other payroll taxes, and a rateable proportion of premiums on performance and payment bonds and maintenance bonds, public liability and property damage and workers' compensation, and all other insurance as may be required by any law or ordinance, or directed or agreed to by the County. The Observer may direct the form in which accounts of the "actual field cost" shall be kept and the records of these accounts shall be made available to the Observer. The Observer or the County may also specify, in writing before the Extra Work commences, the method of doing the Extra Work and the type and kind of machinery and equipment to be used; otherwise these matters shall be determined by the Contractor. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using one hundred percent (100%), unless otherwise specified, of the latest schedule of Equipment ownership Expense adopted by the Associated General Contractors of America. Where practicable the terms and prices for the use of machinery and equipment shall be incorporated in the written Extra Work order. The fifteen percent (15%) of the "actual field cost" to be paid the Contractor shall cover and compensate Contractor for its profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the "actual field cost" as herein defined, save that where the Contractor's camp or field office must be maintained primarily on account of such Extra Work; then the cost to maintain and operate the same shall be included in the "actual field cost."

No claim for Extra Work of any kind will be allowed unless ordered, in writing, by the Observer. In case any orders or instructions, either oral or written, appear to the Contractor to involve Extra Work for which Contractor should receive compensation or an adjustment in

the construction time, Contractor shall make written request to the Observer for written order authorizing such Extra Work. Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefor, and the Observer insists upon its performance, the Contractor shall proceed with the Work after making written request for written order and shall keep an accurate account of the "actual field cost" thereof, as provided under Method (C).

#### **6.04 Time of Filing Claims**

The County and Contractor hereby agree and acknowledge that all questions of dispute or adjustment presented by the Contractor shall be in writing and filed with the Observer within thirty (30) days after the Observer has given any directions, order or instruction to which the Contractor desires to take exception. The Observer shall reply within thirty (30) days to such written exceptions by the Contractor and render the Observer's final decision in writing. In case the Contractor should appeal from the Observer's decision, the Contractor may file with the County its objection. It is further agreed that the acceptance by the Contractor of the Final Payment shall serve as a bar to any claims that the Contractor may have for matters arising prior to or after the Contractor's acceptance of the Final Payment.

#### **6.05 Continuing Performance**

The Contractor shall continue performance of the Work during all disputes or disagreements with the County. The production or delivery of goods, the furnishing of services and the construction of projects or facilities shall not be delayed, prejudiced or postponed pending resolution of any disputes or disagreements, except as the County may otherwise agree in writing.

### **7. Abandonment of Contract**

#### **7.01 Abandonment by Contractor**

In case the Contractor should abandon and fail or refuse to resume work within ten (10) days after written notification from either the County or the Observer, or if the Contractor fails to comply with the orders of the Observer when such orders are consistent with the Contract Documents, then and in such case where performance bonds exist, the appropriate sureties on these bonds shall be provided with a notice of abandonment and notice for completion whereby (i) the sureties are notified of the Contractor's abandonment or Contractor's failure or refusal to resume work; and (ii) the sureties are directed to complete the Work. A copy of the notice of abandonment and notice for completion shall be delivered to the Contractor.

After receiving a copy of the above described notice of abandonment and notice for completion, the Contractor shall not remove from the Project any machinery, equipment, tools, materials or supplies that then currently exist on the Project site, but the same, together with any materials and equipment under contract for the Work, may be held for use on the Project by the County or the surety on the performance bond, or another contractor in completion of the Work; and the Contractor shall not receive any rental or credit therefor (except when used in connection with Extra Work, where credit shall be allowed as provided for under Section 6, Extra Work and Claims, herein), it being understood that the use of such

equipment and materials will ultimately reduce the cost to complete the Work and be reflected in the final settlement.

Where there is no performance bond provided or in case the surety should fail to commence compliance within ten (10) days after service of the herein above provided notice of abandonment and notice for completion, then the County may provide for completion of the Work in either of the following elective manners:

- (1) The County may thereupon employ such force of men and use such machinery, equipment, tools, materials and supplies as the County may deem necessary to complete the Work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to the Contractor, and expense so charged shall be deducted and paid by the County out of such monies as may be due, or that may thereafter at any time become due to the Contractor under and by virtue of the Contract Documents. In case such expense is less than the sum which would have been payable under the Contract Documents if the same had been completed by the Contractor, then the Contractor shall receive the difference. In case such expense is greater than the sum which would have been payable under the Contract Documents if the same had been completed by the Contractor, then the Contractor and/or its surety shall pay the amount of such excess to the County, or
- (2) The County, under sealed bids, after five (5) days notice published one or more times in a newspaper having general circulation in the area of the location of the Project, may let a contract for the completion of the Work under substantially the same terms and conditions which are provided in the Contract Documents. In case there is any increase in cost to the County under the new contract as compared to what would have been the cost under the Contract Documents, such increase shall be charged to the Contractor and the surety shall be and remain bound therefor. However, should the cost to complete any such contract prove to be less than what would have been the cost to complete under the Contract Documents, the Contractor and/or its surety shall be credited therewith.

When the Work shall have reached Final Completion, the Contractor and its surety shall be so notified and Certificates of Completion and Acceptance, as provided in Section 5.06 herein above, shall be issued. A complete itemized statement of the contract accounts, certified by the Observer as being correct, shall then be prepared and delivered to the Contractor and its surety, whereupon the Contractor and/or its surety, or the County as the case may be, shall pay the balance due as reflected by said statement within fifteen (15) days after the date of such Certificate of Completion.

In the event the statement of accounts shows that the cost to complete the Work is less than that which would have been the cost to the County had the Work been completed by the Contractor under the terms of the Contract Documents, or when the Contractor and/or its surety shall pay the balance shown to be due by them to the County, then all machinery, equipment, tools, materials or supplies left on the site of the Project shall be turned over to the Contractor and/or its surety.

Should the cost to complete the Work exceed the amount the County would have been obligated to pay the Contractor had the Work been completed by the Contractor under the terms of the Contract Documents, and should the Contractor and/or its surety fail to pay the amount due the County within the time designated hereinabove, and should there remain any machinery, equipment, tools, materials or supplies on the site of the Project, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the Contractor and its surety at the respective addresses designated in the Contract Documents. After properly tendering such notice, such property shall be held at the risk of the Contractor and its surety subject only to the duty of the County to exercise ordinary care to protect such property. After fifteen (15) days from the date of said notice, the County may sell such machinery, equipment, tools, materials or supplies and apply the net sum derived from such sale to the credit of the Contractor and its surety. Such sale may be made at either public or private sale, with or without notice, as the County may elect. The County shall release, to their proper owners, any machinery, equipment, tools, materials, or supplies, which remain on the Project and which belong to persons other than the Contractor or its surety. The books on all operations provided herein shall be opened to the Contractor and its surety.

#### **7.02 Abandonment by the County**

In the event that the County should fail, within ten (10) days after receiving written notification from the Contractor, to comply with the terms of the Contract Documents, then the Contractor may suspend or wholly abandon the Work, and may remove therefrom all machinery, tools and equipment, and all materials on the Project site that have not been included in payments to the Contractor and have not been wrought into the Work. Thereupon, the Observer shall make an estimate of the total amount earned by the Contractor, which estimate shall include the value of all work actually completed by said Contractor (at the prices stated in the Contract Documents), the value of all partially completed work at a fair and equitable price, and the amount of all Extra Work performed at the prices agreed upon, or provided for by the terms of the Contract Documents. The Observer shall then make a final statement of the balance due the Contractor by deducting from the above estimate all previous payments by the County and all other sums that may be retained by the County under the terms of the Agreement and the Contract Documents and the Observer shall certify same to the County who shall pay to the Contractor on or before thirty (30) days after the date of the Observer's certification.

### **8. Subcontractors**

#### **8.01 Award of Subcontracts for Portions of the Work**

Unless otherwise specified in the Contract Documents or in the Instructions to Bidders, the Contractor, as soon as practicable after the award of the contract, shall furnish to the Observer, in writing for acceptance by the County, a list of the names of the Subcontractors proposed for the principal portions of the Work. The Observer shall promptly notify the Contractor, in writing, if the County, after due investigation, has objection to any Subcontractor on such list and does not accept such Subcontractor.

The Contractor shall not contract with any Subcontractor or any person or organization (including those who are to furnish materials or equipment fabricated to a special design) proposed for portions of the Work designated in the Contract Documents or in the Instructions to Bidders or, if none is so designated, with any Subcontractor proposed for the principal portions of the Work who has been rejected by the County. The Contractor will not be required to contract with any Subcontractor or person or organization against whom the Contractor has a reasonable objection.

If the County refuses to accept any Subcontractor or person or organization on a list submitted by the Contractor in response to the requirements of the Contract Documents or the Instructions to Bidders, the Contractor shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate change order shall be issued; however, no increase in the Contract Price shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting for acceptance any list or lists of names as required by the Contract Documents or the Instructions to Bidders.

If the County requires a change of any proposed Subcontractor or person or organization previously accepted by them, the Contract Price shall be increased or decreased by the difference in cost occasioned by such change and an appropriate change order shall be issued.

The Contractor shall not make any substitution for any Subcontractor or person or organization that has been accepted by the County, unless the substitution is acceptable to the County.

## **8.02 Subcontractual Relations**

All work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate written agreement between the Contractor and the Subcontractor (and where appropriate between Subcontractors and Sub-subcontractors) which shall contain provisions that:

- (1) preserve and protect the rights of the County, the Observer, the GEC and the Engineer of Record under the contract with respect to the Work to be performed under the subcontract so that the subcontracting thereof will not prejudice such rights;
- (2) require that such work be performed in accordance with the requirements of the Contract Documents;
- (3) require submission to the Contractor of the applications for payment under each subcontract to which the Contractor is a party, in reasonable time to enable the Contractor to apply for payment in accordance with the Contract Documents;
- (4) require that all claims for additional costs, extensions of time, damages for delays or otherwise with respect to subcontracted portions of the Work shall be submitted to the Contractor (via any Subcontractor or Sub-subcontractor where appropriate) in sufficient time so that the Contractor may comply in the manner provided in the Contract Documents for like claims by the Contractor upon the County;
- (5) obligate each subcontractor specifically to consent to the provisions of this section.

A copy of all such signed subcontract agreements shall be filed by the Contractor with the Observer before the Subcontractor shall be allowed to commence work.

### **8.03 Payments to Subcontractors**

The Contractor shall pay each Subcontractor, upon receipt of payment from the County, an amount directly based upon the value of the Work performed and allowed to the Contractor on account of such Subcontractor's work, less the percentage retained from payments to the Contractor. The Contractor shall also require each Subcontractor to make similar payments to its subcontractors.

If the Observer fails to approve a payment for any cause which is the fault of the Contractor and not the fault of a particular Subcontractor, the Contractor shall pay the Subcontractor, on demand made at any time after the Certificate for Payment should otherwise have been issued, for its work to the extent completed, less the retained percentage, if any.

The Observer may, on request and at its discretion, furnish to any Subcontractor, if practicable, information regarding percentages of completion certified to the Contractor on account of work done by such Subcontractors.

Neither the County, the Observer nor the Engineer shall have any obligation to pay or to see to the payment of any monies to such Subcontractor except as may otherwise be required.

## **9. Protection of Persons and Property**

### **9.01 Safety Precautions and Programs**

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

### **9.02 Safety of Persons and Property**

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:

- (1) all employees on the Work and all other persons who may be affected thereby;
- (2) all the Work and all materials and equipment to be incorporated therein, whether in storage or off the site, under the care, custody or control of the Contractor or any of its Subcontractors or Sub-subcontractors; and
- (3) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, fences, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety

and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

All blasting, including methods of storing and handling explosives and highly inflammable materials, shall conform to federal, state, local laws and ordinances.

The following is a list of requirements in addition to federal, state, and local laws and ordinances:

- (1) The Contractor shall furnish the County with a Certificate of Blasting Insurance in the amount of \$300,000.00 for each contract, at least twenty-four (24) hours prior to using explosives. A blasting permit must be obtained from the appropriate jurisdictions at least five (5) days prior to use of explosives. If blasting is covered under the Contractor's General Insurance Certificate for each contract, a separate blasting certificate will not be required.
- (2) The following public utility companies and departments will be notified by the Contractor, on every occasion, at least twenty-four (24) hours prior to the use of explosives: Water and Wastewater, Electric, Gas, Telephone and the County Engineering Department.
- (3) Explosive materials to be used shall be limited to blasting agents and dynamite, unless prior approval of other materials is obtained in writing from the Engineering Department.
- (4) During blasting, all reasonable precautions shall be taken to protect pedestrians, passing vehicles, and public or private property. Blasting mats or protective cover shall be used when required by the Observer, the permit, or by safe blasting practices.
- (5) All explosives shall be stored in accordance with all applicable laws and codes.
- (6) The Engineer or its representative shall have the right to limit the use of explosives and/or blasting methods which in its opinion are dangerous to the public or nearby property of any kind.
- (7) The Contractor, at its expense, shall promptly repair or replace all items known to be damaged as a result of blasting. All claims of damage shall be investigated by the County or by consulting firms approved by the County.
- (8) The Contractor shall maintain accurate records throughout the blasting operations showing the type explosive used, number of holes, pounds per hole, depth of hole, total pounds per shot, delays used, date and time of blast and initials of the Observer. The Contractor is fully responsible for all claims resulting from its blasting operation.

All damage or loss to any property referred to in this article caused, in whole or in part, by the Contractor, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be

remedied by the Contractor, except damage or loss attributable solely to faulty drawings or specifications or solely to the acts or omissions of the County its agents, employees, or representatives or anyone employed by either of them, and not attributable in any degree to the fault or negligence of the Contractor.

The Contractor shall designate a responsible member of its organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

### **9.03 Location and Protection of Utilities**

Notwithstanding any other provision of the Contract Documents, the Contractor shall be solely responsible for the location and protection of any and all public utility lines and utility customer service lines in the Project area. The Contractor shall exercise due care to locate and to mark, uncover or otherwise protect all such lines in the construction zone and any of the Contractor's work or storage areas. Upon request, the County shall provide such information as it has about the location and grade of water, sewer, gas, and telephone and electric lines and other utilities in the Work area but such information shall not relieve or be deemed to be in satisfaction of the Contractor's obligation hereunder, which shall be primary and nondelegable. Any such lines damaged by the Contractor's operations shall be immediately repaired by the Contractor or it shall cause such damage to be repaired at its expense.

## **10. Termination**

### **10.01 Termination by the County for Cause**

Conditions for termination are as follows:

- (A) Without prejudice to any other legal or equitable right or remedy which it would otherwise possess hereunder or as a matter of law, the County shall be entitled, by giving Contractor five (5) days prior written notice, to terminate the Agreement in its entirety at any time:
  - (1) If the Contractor becomes insolvent, voluntarily files for bankruptcy, is the subject of an involuntary petition for bankruptcy commenced by its creditors, makes a general assignment for the benefit of creditors or becomes the subject of any other proceeding commenced under any statute or law for the relief of debtors; or
  - (2) If a receiver trustee or liquidator of any of the property or income of Contractor shall be appointed; or
  - (3) If Contractor:
    - (a) Shall fail to prosecute the Work or any part thereof with diligence necessary to insure its progress and completion as prescribed by the time schedules; and shall fail to take such steps to remedy such default within ten (10) days after written notice thereof from the County; or
  - (4) If Contractor:
    - (a) Shall commit a default under any of the terms, provisions, conditions, or covenants contained in the Contract Documents; and

- (b) Shall fail to take such steps to remedy such default within ten (10) days after written notice thereof from the County.
- (B) In the event of County's termination for cause, Contractor shall only be paid its reimbursable costs incurred prior to the effective date of the termination notice and shall not be entitled to receive any further fixed fee payments hereunder and shall be further subject to any claim the County may have against Contractor under other provisions of the Contract Documents or as a matter of law, including the refund of any overpayment of reimbursable costs and/or fixed fee.
- (C) If the Agreement is terminated for cause, the County shall have the right, but shall not be obligated, to complete the Work itself or by others; and to this end, the County shall be entitled to take possession of and use such equipment and materials as may be on the Project site, and to exercise all rights, options, and privileges of Contractor under its subcontracts, purchase orders, or otherwise; and Contractor shall promptly assign such rights, options and privileges to the County. If the County elects to complete the Work itself or by others, pursuant to the foregoing, the Contractor will reimburse the County for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting work by Contractor which fails to meet contract requirements.

Nothing contained in the preceding sections shall require the County to pay for any of the Work which is unsatisfactory, as determined by the Observer or which is not submitted in compliance with the terms of the Contract Documents. The County shall not be required to make any payments to Contractor when Contractor is in default under the Contract Documents.

This Article shall not constitute a waiver of any right, at law or at equity, which the County may have if Contractor is in default, including the right to bring legal action for damages or to force specific performance of the terms and conditions of the Contract Documents.

## **10.02 Termination for Convenience**

In connection with the Work outlined in the Contract Documents, it is agreed and fully understood by Contractor, that the County may cancel or indefinitely suspend further work hereunder or terminate the Agreement for the convenience of the County, upon fifteen (15) days written notice to Contractor. In the event the County terminates the Agreement for convenience, it is hereby understood and acknowledged by the Contractor that immediately upon receipt of the County's notice of termination, all work and labor being performed under the Contract Documents shall cease. Contractor shall invoice the County for all work satisfactorily completed and shall be compensated in accordance with the terms of the Contractor Documents for work accomplished prior to the receipt of said notice. No amount shall be due for lost or anticipated profits. However, no cost incurred after the effective date of the notice of termination shall be treated as reimbursable costs unless it relates to carrying out the un-terminated portion or taking closeout measures.

### **10.03 Obligations of Contractor Following Termination**

After receipt of a notice of termination, whether such termination be for cause or convenience, Contractor shall, in good faith and to the best of its ability, do all things necessary to assure the efficient proper closeout of the terminated work (including the protection of County property). Among other things, the Contractor shall, except as otherwise directed or approved by the County:

- (1) Stop the Work on the date and to the extent specified in the notice of termination.
- (2) Place no further orders for subcontracts for services, equipment or materials, except as may be necessary for completion of such portion of the Work as is not terminated.
- (3) Terminate all orders and subcontracts to the extent that they relate to the performance of the Work terminated by the notice of termination.
- (4) Assign to the County, in the manner and to the extent directed by it, all right title, and interest of Contractor under the orders or subcontracts so terminated; in which case, the County shall have the right to settle or pay any or all claims arising out of such termination of such orders and/or subcontracts.
- (5) With the approval of the County, settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts.
- (6) Deliver to the County, all documents, property, plans, field surveys, maps, cross sections and other data, designs and work related to the Project, which shall become the property of the County upon termination. The delivery of such items shall be made in a reasonably organized form, without restriction on future use. Should the County subsequently contract with a new contractor for continuation of services on the Project subject of the Contract Documents, Contractor shall cooperate in providing information to the County and the new contractor.

### **11. Inspection and Audit**

Contractor's records shall be subject to audit and such records shall include, but not be limited to accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other Contractor records which may have a bearing on matters of interest to the County in connection with the contractor's work for the County. All of the foregoing, hereinafter referred to as "records," shall be open to inspection and subject to audit and/or reproduction by County or its authorized representative to the extent necessary to adequately permit evaluation and verification of:

- (a) Contractor compliance with the Contract Documents,
- (b) compliance with County's business ethics policies,
- (c) compliance by other contractors or subcontractors with contracts with County or Contractor, and
- (d) compliance with provisions for pricing change orders, invoices or claims submitted by the Contractor or any of its payees.

Other specific records subject to audit include all information, materials and data of every kind and character such as documents, subscriptions, recordings, computerized information, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information that may, in County's judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by the Contract Documents. Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Project. In those situations where Contractor's records have been generated from computerized data (whether mainframe, mini-computer, or PC based computer systems), Contractor agrees to provide County's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange formats.

The County or its designee shall be entitled to audit all of the Contractor's records for a period of three (3) years after final payment or a longer period if required by law.

Contractor shall require all payees (including those entering into lump sum subcontracts and lump sum major material purchase orders), to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Requirements to include flow-down audit provisions in contracts with payees will apply to Subcontractors, Sub-Subcontractors, material suppliers, etc. when working under any type of contract including lump sum agreement, unit price agreements, time and material agreements, cost plus agreements, or other agreements. Contractor will cooperate fully and will cause all payees to cooperate fully in furnishing or in making available to County from time to time whenever requested in an expeditious manner any and all such information, materials and data required by this section.

County's agent or its authorized representative shall have access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of the Work, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this section.

**SECTION 12**  
**SPECIAL CONDITIONS OF AGREEMENT**

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<b>XXXVII.</b>	<b>Sanitary Provisions</b>
<b>XXXVIII.</b>	<b>Work Near Railroads</b>

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Special Conditions

## **SPECIAL CONDITIONS**

### **I. County**

Williamson County, a political subdivision of the State of Texas, acting through its County Judge, or his designee, agents or employees, whom Contractor has entered into the Agreement and for whom the Work is to be performed, is referred to as "County". The County shall be contacted through its Purchasing Department for contract related subjects and through the County Engineer's office for design and construction related subjects:

Purchasing Department  
Williamson County  
901 South Austin Avenue  
Georgetown, TX 78626

County Engineer  
Williamson County  
3151 SE Inner Loop  
Georgetown, TX 78626

### **II. Program Manager**

**Prime Strategies, Inc.** is the County's Program Manager for the Project. The Program Manager represents the County and oversees the planning, design, review, and coordination of the design and construction phases of the Project.

### **III. General Engineering Consultant (GEC)**

**HNTB Corporation** is the consulting engineering firm representing and assisting the County in the design, review, and coordination of the design and construction phases of the project, including oversight of the construction engineering and inspection services performed on the Project.

### **IV. The Construction Observer**

**Williamson County or Representative** is the "Construction Observer" referred to herein and in the Contract Documents. The Construction Observer will be responsible for performing construction observation services on the Project.

### **V. Engineer of Record**

O'Brien Engineering Services, LLC is the County's design professional, who shall provide professional engineering services as defined in the Texas Government Code Chapter 2254, Subchapter A, and referred to as the "Engineer of Record" in the "General Conditions of Agreement" contained in the Contract Documents. Nothing contained in the Contract Documents shall create any contractual or agency relationship between the Engineer of Record and the Contractor.

### **VI. Insurance**

The Contractor will carry Workmen's Compensation Insurance, Public Liability and Property Damage Insurance, and Automobile Insurance sufficient to provide adequate protection against damage claims which may arise from operations under the Contract Documents, in compliance with the following:

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Contractors Insurance: Without limiting any of the other obligations or liabilities of the Contractor, during the term of the Agreement and prior to Final Completion, the Contractor and each subcontractor, at their own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly approved to do business in the State of Texas and satisfactory to the County. Certificates of each policy shall be delivered to the County before any work is started, along with a written statement from the issuing company stating that said policy shall not be canceled, non-renewed or materially changed without 30 days advance written notice being given to the County. Prior to the effective date of cancellation, Contractor must deliver to the County a replacement certificate of insurance or proof of reinstatement. A model Certificate of Insurance is illustrated herein. Coverage shall be of the following types and not less than the specified amounts:

- (a) workers' compensation as required by Texas law, with the policy endorsed to provide a waiver of subrogation as to the County; employer's liability insurance of not less than \$500,000 for each accident, \$500,000 disease--each employee, \$500,000 disease-policy limit.
- (b) commercial general liability insurance, including independent contractor's liability, completed operations and contractual liability covering, but not limited to, the liability assumed under the indemnification provisions of the Contract Documents, fully insuring Contractor's (or subcontractor's) liability for injury to or death of County's employees and third parties, extended to include personal injury liability coverage with damage to property of third parties, with minimum limits as set forth below:

General Aggregate	\$1,000,000
Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$600,000
Each Occurrence	\$600,000
Fire Damage (any one fire)	\$50,000
Medical Expense (any one person)	\$5,000

The policy shall include coverage extended to apply to completed operations, asbestos hazards (if this project involves work with asbestos) and XCU (explosion, collapse and underground) hazards. The completed operations coverage must be maintained for a minimum of one year after Final Completion and acceptance of the Work, with evidence of same filed with County.

- (c) comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage minimum limit of \$600,000 per occurrence; or separate limits of \$250,000 for bodily injury (per person), \$500,000 bodily injury (per accident) and \$100,000 for property damage. Such insurance shall include coverage for loading and unloading hazards.

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"Umbrella" Liability Insurance: The Contractor shall obtain, pay for and maintain umbrella liability insurance during the contract term, insuring Contractor for an amount of not less than \$1,000,000 per occurrence combined limit for bodily injury and property damage that follows form and applies in excess of the primary liability coverages required herein above. The policy shall provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted. County and Project Engineer shall be named as additional insured.

#### Policy Endorsements and Special Conditions

- (a) Each insurance policy to be furnished by Contractor shall include the following conditions by endorsement to the policy:
  - (1) name the County, the Program Manager, the County's Representatives, the GEC, the Construction Observer and the Engineer of Record as an additional insured as to all applicable coverage;
  - (2) each policy shall require that 30 days prior to the cancellation, non-renewal or any material change in coverage, a notice thereof shall be given to County by certified mail.
  - (3) the term "County" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the County and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of the County;
  - (4) the "Program Manager" represents and assists the County in the planning, design, review, and coordination of the design and construction phases of the project.
  - (5) the policy phrase "other insurance" shall not apply to the County where the County is an additional insured on the policy; and
  - (6) all provisions of the Contract Documents concerning liability, duty and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- (b) Insurance furnished by the Contractor shall also be in accordance with the following requirements:
  - (1) any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by Contractor. The County's decision thereon shall be final;
  - (2) all policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas; and
  - (3) all liability policies required herein shall be written with an "occurrence" basis coverage trigger.
- (c) Contractor agrees to the following:
  - (1) Contractor hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against the County, it being the intention that the insurance policies shall protect all

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- parties to the Agreement and be primary coverage for all losses covered by the policies;
- (2) companies issuing the insurance policies and Contractor shall have no recourse against the County for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the Contractor;
  - (3) approval, disapproval or failure to act by the County regarding any insurance supplied by the Contractor (or any subcontractors) shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate the Contractor from liability; and
  - (4) no special payments shall be made for any insurance that the Contractor and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

Any of such insurance policies required under the Contract Documents may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

The Contractor shall furnish the County with satisfactory proof that it has provided adequate insurance coverage in amounts and by approved carriers as required by the Contract Documents.

## **VII. Record ("As-Built") Drawings**

The Contractor shall mark all changes and revisions on all of its copies of the working drawings during the course of the Project as they occur. Upon completion of the Project and prior to Final Acceptance and Payment, the Contractor shall submit to the Construction Observer one set of its working drawings, dated and signed by the Contractor and its project superintendent and labeled as "As-Built", that shows all changes and revisions outlined above and that shows field locations of all above ground appurtenances including, but not limited to valves, fire hydrants and manholes. These as-built drawings shall be forwarded to the GEC and then to the County and become the property of the County. Each appurtenance shall be located by at least two (2) horizontal distances measured from existing, easily identifiable, immovable appurtenances such as fire hydrants or valves. Property pins can be used for as-builts tie-ins provided no existing utilities as previously described are available. Costs for delivering as-built drawings shall be subsidiary to other bid items.

## **VIII. Limit of Financial Resources**

The County has a limited amount of financial resources committed to this Project; therefore, it shall be understood by Contractor that the County may be required to change and/or delete any items which it may feel is necessary to accomplish all or part of the scope of work within its limit of financial resources. Contractor shall be entitled to no claim for damages or anticipated profits on any portion of work that may be omitted. At any time during the duration of the Project, the County reserves the right to omit any

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work from the Contract Documents. Unit prices for all items previously approved in the Contract Documents shall be used to delete or add work per change order.

#### **IX. Limits of Work and Payment**

It shall be the obligation of the Contractor to complete all work included in the Contract Documents, so authorized by the County, as described in the Contract Documents and Technical Specifications. Any question arising as to the limits of work shall be left up to the interpretation of the Engineer and/or Observer.

#### **X. State Sales Tax**

On a contract awarded by a governmental entity for the construction of a publicly-owned improvement in a street right-of-way or other easement which has been dedicated to the public and to the an Organization which qualifies for exemption pursuant to the provisions of Article 20.04 (F) of the Texas Limited Sales, Excise and Use Tax Act, the Contractor can probably be exempted in the following manner:

The Contractor may buy tax-free any materials incorporated into the project by issuing a resale certificate in lieu of paying the sales tax at the time of purchase. The Contractor may then accept an exemption certificate from the City for the materials.

Even with a separated contract, the rental of equipment and the purchase of items which do not ultimately become part of the physical structure will still be subject to state and local sales taxes.

#### **XI. Completion of Work on Time**

The Contractor agrees that time is of the essence and that the definite value of damages which would result from delay would be incapable of ascertainment and uncertain, so that for each day of delay beyond the number of days herein agreed upon for the Substantial Completion of the Work specified in the Contract Documents and contracted for, after due allowance for such extension of time as is provided for under the provisions of Section 4.02 of the General Conditions, the County may withhold permanently from the Contractor's total compensation, not as penalty but as liquidated damages, the sum as specified in Special Specification 000-001 per calendar day.

Furthermore, it is agreed by the Contractor that the time period between Substantial Completion and Final Completion shall be no longer than **20** working days. This separate time period shall be for completion of the Punch List, as set forth in Section 5.06 of the General Conditions, Final Completion and Acceptance. In the event that Contractor fails to attain Final Completion on or before the expiration of the above said time period, the Contractor shall be subject to the remedies set forth in the Contract Documents. More specifically, the Contractor shall be subject to the terms set forth under Section 7.01 of the General Conditions, Abandonment by the Contractor. In addition to exercising its rights and remedies under the Contract Documents, the County may also exercise any remedy that may be available to it under the law or in equity.

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**XII. Layout and Construction Stakes**

All construction staking shall be performed by the Contractor at the Contractor's expense.

**XIII. Safety**

The Contractor must use methods of construction that meet or exceed Occupational Safety and Health Administration Standards and any other local, state or federal regulations for safety that are in effect. The Contractor will have a trench safety plan prepared and sealed by Contractor's registered professional engineer.

**XIV. Maintenance Bond Term & Amount**

The required Maintenance Bond amount for this Project shall be twenty percent (20%) of the total amount bid and the bond period shall be two years from date of acceptance of completion, as noted on the Certificate of Completion.

**XV. Safety Restrictions - Work Near High Voltage Lines**

The following procedures shall be followed for work near high voltage lines on the Project.

- (a) A warning sign not less than five (5) inches by seven (7) inches, painted yellow with black letters that are legible at twelve (12) feet shall be placed inside and outside vehicles such as cranes, derricks, power shovels, drilling rigs, pile drivers, hoisting equipment or similar apparatus. The warning sign shall read as follows: "Warning-Unlawful to Operate This Equipment Within Six Feet of High Voltage Lines".
- (b) Equipment that may be operated with ten (10) feet of high voltage lines shall have an insulating cage guard around the boom or arm (except backhoes or dippers), and insulator links on the lift hook connections.
- (c) When necessary to work within six (6) feet of high voltage electrical lines, notify the power company. The electric company will erect temporary mechanical barriers, de-energize the line, or raise or lower the line. All such work done by the power company shall be at the expense of the contractor. The contractor shall maintain an accurate log of all such calls to the electric company.
- (d) No person shall work within six (6) feet of high voltage lines without protection measures having been taken as outlined in Paragraph C.

**XVI. Erosion Control**

Contractor shall comply with all laws prohibiting the pollution of any lake, stream, river, or wetland by the dumping of any refuse, rubbish, dredge material, or debris therein.

The Contractor will file the Notice of Intent (NOI) and the Notice of Termination (NOT) as the Project's operator. All required Permits and Notices shall be posted by the Contractor at the Project site.

Contractor shall apply temporary and/or permanent erosion and sedimentation controls, as specified in the plans or directed to disturbed roadside areas, fifteen feet and beyond from road pavement, prior to initiating road base operations. Following asphalt paving of road pavement, apply temporary and/or permanent erosion and sedimentation controls to remaining disturbed areas, as specified in the plans or as directed.

Contractor shall be responsible for the maintenance of all temporary and permanent water quality and erosion control measures proposed under the Storm Water Pollution Prevention Plan (SWPPP) or the Water Pollution Abatement Plan (WPAP) for the duration of the Project construction. Upon completion of construction and before the Construction Observer issues the Certificate of Completion, Contractor shall be responsible for the removal of all temporary measures and the cleaning and resetting of all permanent measures. All costs associated with this work shall be considered subsidiary to other bid items and no additional compensation shall be allowed.

Contractor shall take special precautions during all periods of heavy rainfall and at all locations where storm water, groundwater and/or mud and debris may enter the sewer systems. All mud, stones, and debris that enter the sewer systems due to Contractor's operations, or Contractor's neglect, shall be cleaned from the system by Contractor. It shall be Contractor's responsibility to see that such storm water, groundwater and debris do not enter the sewer system. All costs for such work shall be merged in the unit prices bid and no additional compensation shall be allowed.

If it is necessary in the prosecution of the Work to interrupt existing surface drainage, sewers, or under drainage, temporary drainage shall be provided until permanent drainage work is completed. The construction of all temporary drainage installations shall be considered as incidental to the construction of the Work. Drainage ways shall be kept clear or other satisfactory provisions made for drainage.

Contractor shall be responsible for and shall take all reasonable and necessary precautions to preserve and protect all existing tile drains, sewers, and other subsurface drains, or parts thereof, which may be continued in service without

change. Contractor shall repair, at its own expense, any and all damage to such facilities resulting from negligence or carelessness on the part of its operations.

The Construction Observer shall be responsible for the monitoring and inspection of the erosion control measures by completion of the Construction Pollution Prevention Plan Inspection and Maintenance Report, as required for coverage under the Texas Pollutant Discharge Elimination System (TPDES) General Construction Permit (TXR150000).

**XVII. Discovery of Hazardous Materials**

If, during the course of the Work, the existence of hazardous material, including asbestos containing material, is observed in the work area, the Contractor shall immediately notify the County in writing. The Contractor shall not perform any work pertinent to the hazardous material prior to receipt of special instructions from the County. Asbestos containing material includes transit pipe.

**XVIII. Submittals – Certificate of Compliance**

The Contractor shall submit to the Construction Observer a Certificate of Compliance from the manufacturer and/or supplier of each and every specified material or manufactured equipment item. The said certificate shall state that the material or the item of equipment to be furnished has been manufactured with materials in accordance with the applicable sections of all required codes, specifications, and standards as required by the specifications.

**XIX. Unavailability of Materials**

If the Contractor is unable to furnish or use any of the materials or equipment specified because of any order by a governmental agency limiting the manufacture or use, or because of the supply situation in the general market for such material or equipment, the Contractor shall offer substitutes therefor. The substitutes shall be suitable for the purpose, considering the factors of quality, serviceability, appearance, and maintenance. No substitute shall be used until the Engineer has approved it.

No consideration will be given to the use of substitutes on account of market conditions unless the Contractor demonstrates that, for the item in question, the Contractor placed its order without delay, that it has shown due diligence in attempting to locate the item as specified, and that the unavailability is due to market conditions in general throughout the particular industry.

If substitutes are used in the Work, the compensation to be paid to the Contractor shall be subject to review and adjustment. As a general principle, if the Engineer shall determine that the substitute will be less satisfactory, the Contractor shall allow a credit to the County; only under unusual circumstances shall there be an increase in compensation to the Contractor on account of substitution. The basis upon which the amount of price and adjustments will be founded shall be the cost of the appropriate items at the time the bids for the Project were opened.

**XX. Traffic Control**

Access shall be provided for residents and emergency vehicles at all times. When it becomes necessary to restrict access, the Contractor shall notify all applicable agencies (i.e. Fire Department, E.M.S., Public Works, etc.) a minimum of five (5) working days in advance of the proposed restrictions. At the end of each day, two lanes of traffic shall be opened to the public, unless otherwise stated in the Contract Documents.

**XXI. Temporary Traffic Handling Devices**

The Contractor shall furnish, erect and maintain all necessary barricades, lights, warning signs and temporary pavement markings as shown on the Plans and/or in accordance with the Texas Manual on Uniform Traffic Control Devices and with the Specifications in the Contract Documents. In addition, the Contractor shall provide flag-persons and take necessary precautionary measures for the protection of persons, property and the Work, when deemed necessary by the County or the Construction Observer.

The Construction Observer shall be responsible for the monitoring and inspection of the traffic control measures by completion of the Traffic Control Devices Inspection Report (TCDIR), and the Contractor shall be responsible for compliance with the terms of the TCDIR procedures.

**XXII. Roadway Signs**

All permanent and temporary roadway signage designated in the Contract Documents shall be in accordance with the Texas Manual on Uniform Traffic Control Devices.

**XXIII. Project Signs**

The Contractor shall erect at the site of construction, and maintain during construction, signs satisfactory to the County identifying the Project and indicating that the government is participating in the development of the Project. The project signs must be temporary signs, mounted in such a way that they can be moved and do not pose a safety issue. Two project signs will be required for the Project. The two said signs shall be 8' X 4' and made out of white 10 mm corrugated plastic with pressure sensitive vinyl lettering or approved equivalent to include: Road Bond Program, Your County Tax Dollars at Work!, with the Williamson County Seal, the Project's name, and a brief description relating to the estimated date of completion, website address and the appropriate Williamson County Commissioner's name and precinct number. Furnishing, installing and maintaining these signs shall be considered subsidiary to Item 502, "Barricades, Signs and Traffic Handling". The Contractor may use any manufacturer; however, the manufacturer must meet Williamson County standards.

**XXIV. Permits**

The Contractor shall be responsible for obtaining any and all required construction permits. Contractor agrees to comply with all conditions of the

permits and to maintain copies of the permits at the site at all times while the Work is in progress. The County shall be responsible for obtaining Section 404 permits from the U.S. Army Corps of Engineers as part of the Project design. When Contractor-initiated changes in the construction method changes the impacts to waters of the U.S., Contractor shall be responsible for obtaining new or revised Section 404 permits.

**XXV. Landscape Restoration**

If not designated as a specific pay item in bid package, the Contractor shall take the means necessary to protect all trees, shrubbery and sod. Protection, removal and replacement of existing landscaping will be in accordance with the Contract Documents.

**XXVI. Existing Fencing**

All fences encountered during construction within the right-of-way (ROW) shall be removed by the Contractor under "Preparing Right-of-Way." Permanent fencing, designating the ROW, will be provided by others, unless otherwise shown in the Contract Documents. The Contractor will be required to coordinate preparing ROW operations and fence removal and installations with the landowners as needed.

**XXVII. Easements**

Any easements, both temporary and permanent, required for the Project will be provided by the County as shown in the Contract Documents. Other easements required or desirable by the Contractor shall be arranged by the Contractor at its sole expense. The easements shall be cleaned after use and restored to their original conditions, or better by the Contractor. In the event additional work is required by the Contractor, it shall be the Contractor's responsibility to obtain written permission from the property owners involved for the use of additional property required. No additional payment will be allowed for this item.

**XXVIII. Limits of Contractor's Operation**

The Contractor shall limit construction operations to within the ROW or the easement unless otherwise directed by the County or its authorized representative.

**XXIX. Maintenance of Pedestrian Walkways**

The Contractor will be required to maintain clear walkways for pedestrians during construction in a manner to provide access in the most convenient and safest manner consistent with essential construction operations. Specifically, the following will be enforced.

Pedestrian traffic may be blocked at a location where work is actually in progress. Signs, barricades, and warning devices must be placed at nearest crosswalks approaching the construction site from every direction advising pedestrians of the blockage and advising them to use alternate routes.

Access to doorways and pedestrian entrances must be maintained at all times during hours that access is needed by business. Paving by sections or providing temporary access may be required.

No more than one corner of any intersection may be under construction at any one time. Work must be completed and opened for use by pedestrians before starting work on any other corner of an intersection.

The Contractor will be expected to diligently pursue construction from start to completion at every location to avoid prolonged and unnecessary disruptions to pedestrian traffic.

This work shall be considered incidental and not a separate pay item, unless provided otherwise in the Contract Documents.

**XXX. Spoil**

All excavated material unfit for backfill, waste material accumulated on the job, and any material surplus to that needed in the prosecution of the Work shall be removed from the site by the Contractor and properly and legally disposed of at its expense, unless otherwise directed by the Observer. **THE CONTRACTOR SHALL INDEMNIFY AND SAVE HARMLESS THE COUNTY, ALL OF ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER RESULTING FROM ITS ARRANGEMENTS FOR THE DISPOSAL OF SPOIL.** This shall be incidental and not a separate pay item.

**XXXI. Materials Testing**

Quality Control testing of all materials, construction items or products incorporated in the work shall be performed by the Contractor at the Contractor's expense, and shall be performed in accordance with the Quality Control (QC) / Quality Assurance (QA) program outlined in Appendix A.

Quality Assurance sampling and testing for acceptance may be required for quality assurance of used materials as directed by the Construction Observer or the County. The cost of such tests will be incurred by the County and coordinated by the Construction Observer through funds made available to the Construction Observer under his/her agreement with the County for the professional services related to construction engineering and inspection on the Project.

The Contractor shall furnish for review by the Construction Observer, not later than 10 days after receipt of notice to proceed, a Quality Control Plan consisting of plans, procedures, and organization necessary to produce an end product which complies with the contract documents. The Contractor will be allowed the latitude to develop standards of control subject to approval by the County. As a minimum, the plan shall include description of the type and frequency of

inspection staffing, materials handling and control, and testing deemed necessary to measure and control quality as specified by the contract documents.

**XXXII. Pre-Construction Conference**

Before the Project work order is issued, a pre-construction conference shall be held with representatives of the County and the Contractor. The Contractor shall plan to submit a schedule of operations at the pre-construction conference, unless otherwise notified. See Section XXXVI-Prosecution and Progress for additional construction schedule requirements.

**XXXIII. Weight Tickets**

The Contractor will be responsible for providing asphalt and aggregate tickets for quantity verifications on all asphaltic concrete used for the Project.

**XXXIV. Confined Space Entry Program**

It shall be the responsibility of the Contractor to implement and maintain a variable "Confined Space Entry Program" which must meet OSHA requirements for all its employees and subcontractors at all times during construction. OSHA defines all active sewer manholes, regardless of depth, as "permit required confined spaces". Contractors shall submit an acceptable "Confined Space Entry Program" for all applicable manholes and maintain an active file for these manholes. The cost of complying with this program shall be subsidiary to the pay items involving work in confined spaces.

**XXXV. Tree and Plant Protection**

Scope: Provide complete protection and maintenance of existing trees, shrubs, and grass areas designated to remain within construction limits and/or right-of-way.

Coordination: Coordinate protection of existing trees, shrubs and grass areas with other trades so as to prevent damage to these items.

Payment for Damages: If existing trees, shrubs or grass areas are destroyed, killed or badly damaged as a result of construction observations, Contract sum will be reduced by the amount of assessed damages. Damages will be evaluated by the Construction Observer, using the following:

Trees: International Shade Tree Conference Standards and following formula – measurement of a cross section of tree trunk will be made at a point 2 feet above existing grade level to determine cross section area in square inches. Assessment for damage will be \$27.00 per square inch.

Shrubs and Grass Areas: An initial fine of \$1,000 shall be imposed for any unauthorized disturbance within the boundaries of the shrub and grass areas to remain within the right-of-way and outside the limits of disturbance. This

disturbance includes but is not limited to: parking or intrusion of equipment or vehicles; storage of any materials, and any unauthorized damage and/or removal of vegetation. In addition to the initial fine, a base fine of \$8.00 for every square foot of area of damaged vegetation within any areas designated to remain on the plans shall be imposed. The areas covered under this section include but are not limited to: areas designated to remain or no-work areas. In determining the amount of fine, the Construction Observer shall consider the degree and extent of harm caused by the violation, the cost of rectifying the damage, and whether the violation was committed willfully.

Materials: Tree Protection lumber dimensions shall be 4X4 and 2X4 sizes.

Protection: The Contractor shall protect existing trees, shrubs, and grass areas within construction limits from the following damage:

- (1) Compaction of root area by equipment, vehicles or material storage;
- (2) Trunk damage by moving equipment material storage, nailing or bolting;
- (3) Strangling by tying ropes or guy wires to trunks or large branches;
- (4) Poisoning by pouring solvents, gas, paint or other chemicals on or around trees and roots;
- (5) Cutting of roots by excavating or ditching;
- (6) Damage of branches by improper pruning;
- (7) Drought from failure to water or by cutting or changing normal drainage pattern past roots;
- (8) Changes of soil pH factor by disposal of lime base materials such as concrete or plaster;
- (9) Do not cut roots 1-1/2" in diameter or over. Excavation and earthwork within drip line of trees shall be done by hand.

Install barricade protection around trees and shrubs, constructed of 4X4 posts and 2X4 stringers top and bottom. Install protection prior to demolition or excavation operations. Leave protection until construction operations are essentially complete.

Maintenance:

- (1) Water trees and shrubs within construction limits as required to maintain their health during course of construction operations.
- (2) Pruning will be performed by County.

#### **XXXVI. Prosecution and Progress**

At the pre-construction meeting, the Contractor shall submit for acceptance a schedule of all planned work activities and sequences that is intended to be followed in order to both substantially and fully complete the Work within the

allotted time periods (the "Project Schedule"). The purpose of the County requiring the Project Schedule shall be to:

- (1) Ensure adequate planning during the prosecution and progress of the work in accordance with the allowable number of working/ calendar days and all milestones;
- (2) Assure coordination of the efforts of the Contractor, County, Program Manager, Construction Observer, utilities and others that may be involved in the Project;
- (3) Assist the Contractor, County, Program Manager and Construction Observer in monitoring the progress of the Work and evaluating proposed changes to the Contract Documents; and
- (4) Assist the County, Program Manager and Construction Observer in administering the time requirements set forth in the Contract Documents.

A Type B Schedule will be required on all projects. Following is the schedule requirements:

Type B Schedule:

The Contractor shall create and maintain a Critical Path Method (CPM) Project Schedule showing the manner of prosecution of work that it intends to follow in order to both substantially and fully complete the Work within the allotted time periods. The Project Schedule shall employ computerized CPM for the planning, scheduling and reporting of the work as described in this specification. The CPM Project Schedule shall be prepared using the Precedence Diagram Method (PDM). No direct compensation will be allowed for fulfilling these requirements, as such work is considered subsidiary to the various bid items of the Project.

- (1) Personnel. The Contractor shall provide an individual, referred to hereinafter as the Scheduler, to create and maintain the CPM schedule. He or she shall be proficient in CPM analysis and shall be able to perform required tasks on the software. The Scheduler shall be made available for discussion or meetings when requested by the County, Construction Observer or Program Manager.
- (2) Schedule. The Project Schedule shall show the sequence and interdependence of activities required for complete performance of the work. The Contractor shall be responsible for assuring all work sequences are logical and show a coordinated plan of the Work.

Each activity on the schedule shall be described by: An activity number utilizing an alphanumeric designation system tied to the traffic control

plans, and that is agreeable to the County, Program Manager, or Construction Observer; concise description of the Work represented by the activity; and activity durations in whole working days with a maximum of twenty (20) working days. Durations greater than twenty (20) working days may be used for non-construction activities (mobilization, submittal preparation, curing, etc.), and other activities mutually agreeable between the Contractor and County, Program Manager or Construction Observer. The Contractor shall provide a legend for all abbreviations. The activities shall be coded so that organized plots of the schedule may be produced. Typical activity coding includes: Traffic control phase, location and work type.

The activity durations shall be based on the quantity for the individual work activity divided by a production rate. An estimated production rate for each activity shall also be shown.

The Contractor shall plan and incorporate major resources into the schedule. Major resources are defined as crews and equipment that constrain the Contractor from pursuing available work. The resources shall accurately represent the Contractor's planned equipment and manpower to achieve the productivity rates specified above.

Seasonal weather conditions shall be considered and included in the CPM schedule for all work influenced by temperature and/or precipitation. Seasonal weather conditions shall be determined by an assessment of average historical climatic conditions. Average historical weather data is available through the National Oceanic and Atmospheric Administration (NOAA). These effects will be simulated through the use of work calendars for each major work type (i.e., earthwork, concrete paving, structures, asphalt, drainage, etc.) Project and work calendars should be updated each month to show days actually able to work on the various work activities.

“Total float” is defined as the amount of time between the early start date and the late start date, or the early finish date and the late finish date, for each and every activity in the schedule. Float time in the schedule is a shared commodity between the County and the Contractor.

Only responsible delays in activities that affect milestone dates or the Project's completion date, as determined by CPM analysis, will be considered for a time extension.

The schedule shall show the sequence and interdependence of activities required for complete performance of the work. The schedule shall be prepared and maintained in accordance with the scheduling requirements stated in this Section and shall include two (2) organized plots with the

activities logically grouped using the activity coding. The Contractor shall also provide an electronic copy of the schedule via e-mail.

The schedule shall encompass the time from the start of the Contract Time to the Project's Final Completion. The longest path through the schedule shall be readily discernable on the plot of the schedule.

- (3) Joint Review, Revision and Acceptance. Within twenty (20) calendar days of receipt of the Contractor's proposed schedule, the County or its authorized agents shall evaluate the schedule for compliance with this specification, and notify the Contractor of the findings. If the County or its authorized personnel request a revision or justification, the Contractor shall provide a satisfactory revision or adequate justification to the satisfaction of the Construction Observer or County authorized personnel within seven (7) calendar days.

If the Contractor submits a CPM schedule for acceptance which is based on a sequence of work not in the Contract Documents, then the Contractor shall notify the County or its authorized entities in writing, separate from the schedule submittal.

The County's review and acceptance of the Contractor's Project Schedule is for conformance to the requirements of the Contract Documents only. Review and acceptance by the County or other authorized personnel of the Contractor's Project Schedule does not relieve the Contractor of any of its responsibility for the Project Schedule, or of the Contractor's ability to meet interim milestone dates (if specified) and the Final Completion date, nor does such review and acceptance expressly or by implication warrant, acknowledge or admit the reasonableness of the logic, durations, manpower or equipment loading of the Contractor's Project Schedule. In the event the Contractor fails to define any element of work, activity or logic and the County's review does not detect this omission or error, such omission or error, when discovered by the Contractor or County and its authorized personnel, shall be corrected by the Contractor at the next monthly schedule update and shall not affect the project completion date.

- (4) Updates. The Project Schedule shall be updated on a monthly basis and shall be required as a basis for the pay application approval. The Project Schedule update shall be submitted with the pay application. The Contractor shall meet with the Construction Observer or County authorized personnel each month at a scheduled update meeting to review actual progress made through the date of the schedule update. The review of progress will include dates activities actually started and/or completed, and the percentage of work completed or remaining duration on each activity started and/or completed. The percentage of work complete shall be calculated by utilizing the quantity and productivity rate

information. The Project Schedule update shall include one (1) copy of the following information:

- a) Electronic copy of the updated schedule including revisions and changes via e-mail.
  - b) One (1) logically organized plot of the schedule update if requested by the County or its authorized personnel.
- (5) Project Schedule Revisions. If the Contractor desires to make major changes in the Project Schedule, the Contractor shall notify the County or Construction Observer in writing. The written notification shall include the reason for the proposed revision, what the revision is comprised of, and how the revision was incorporated into the schedule. In addition to the written notification of the revision, the Contractor shall provide an electronic copy and one logically organized plot of the schedule including the revision if requested by the County or Construction Observer.

Major changes are hereby defined as those that may affect compliance with the requirements of the Contract Documents or those that change the critical path. All other changes may be accomplished through the monthly updating process.

- (6) Time Impact Analysis. The Contractor shall notify the County or Construction Observer when an impact may justify an extension of Contract Time or adjustment of milestone dates. This notice shall be made in writing as soon as possible, but no later than the end of the next estimate period after the commencement of an impact or the notice for a change is given to the Contractor. Not providing notice to the County or Construction Observer by the end of the next estimate period will indicate the Contractor's approval of the time charges as shown on that time statement. Future consideration of that statement will not be permitted and the Contractor forfeits its right to subsequently request a time extension or time suspension unless the circumstances are such that the Contractor could not reasonably have knowledge of the impact by the end of the next estimate period.

When changes are initiated or impacts are experienced, the Contractor shall submit to the County or Construction Observer a written time impact analysis describing the influence of each change or impact.

A time impact analysis is an evaluation of the effects of changes in the construction sequence, contract, plans, or site conditions on the Contractor's plan for constructing the Project, as represented by the Project Schedule. The purpose of the time impact analysis is to determine if the overall Project has been delayed, and if necessary, to provide the Contractor and the County a

basis for making adjustments to the time allotted for Substantial Completion and Final Completion.

A time impact analysis shall consist of one or all of the steps listed below.

Step 1. Establish the status of the Project before the impact using the most recent Project Schedule update prior to the impact occurrence.

Step 2. Predict the effect of the impact on the most recent Project Schedule update prior to the impact occurrence. This requires estimating the duration of the impact and inserting the impact into the schedule update. The Contractor shall demonstrate how the impact was inserted into the schedule showing the added or modified activities and the added or modified relationships. Any other changes made to the schedule including modifications to the calendars or constraints shall be noted.

Step 3. Track the effects of the impact on the schedule during its occurrence. Note any changes in sequencing, and mitigation efforts.

Step 4. Compare the status of the Work prior to the impact (Step 1) to the prediction of the effect of the impact (Step 2), and to the status of the work during and after the effects of the impact are over (Step 3). Note that if an impact causes a lack of access to a portion of the Project, the effects of the impact may extend to include a reasonable period for remobilization.

The time impact analysis shall include an electronic copy of the complete schedule prepared in Step 2. If the Project Schedule is revised after the submittal of a time impact analysis but prior to its approval, the Contractor shall promptly indicate in writing to the County or Construction Observer the need for any modification to its time impact analysis.

Only one (1) copy of each time impact analysis shall be submitted within fourteen (14) calendar days after the completion of an impact. The County or Construction Observer may require Step 1 and Step 2 of the time impact analysis be submitted at the commencement of the impact, if needed to make a decision regarding the suspension of Contract Time.

Approval or rejection of each time impact analysis by the County, Construction Observer or Program Manager shall be made within fourteen (14) calendar days after receipt unless subsequent meetings and negotiations are necessary.

The time impact analysis shall be incorporated into and attached to any relevant change order(s) and/or supplemental agreement(s).

**XXXVII. Sanitary Provisions**

Provide and maintain adequate, neat, and sanitary toilet accommodations for employees, including County employees and representatives, in compliance with the requirements and regulations of the Texas Department of Health or other authorities having jurisdiction.

**XXXVIII. Work Near Railroads****(A) General.**

If the work crosses or is in close proximity to a railroad, do not interfere with the use or operation of the railroad company's trains or other property. Assign responsible supervisory personnel to ensure that tracks and adjacent areas are clear of debris, road materials, and equipment. It is the Contractor's responsibility to contact the railroad to determine the railroad's requirements for work within the railroad right of way and to comply with the requirements. The County will not reimburse the Contractor for any cost associated with these requirements. If the work requires construction within 25 ft. horizontally of the near rail or if the tracks may be subject to obstruction due to construction operations, notify the Engineer and the Railroad Company at least 3 days before performing work. The railroad company will provide flaggers during this work. If railroad flaggers will be needed longer than 2 consecutive days, request them at least 30 days before performing work within the railroad right of way. Flaggers provided by the railroad company will be paid for by the County. Do not store material or equipment in the Railroad's right of way within 15 ft. of the centerline of any track. Do not place any forms or temporary falsework within 8.5 ft. horizontally from the centerline or 22 ft. vertically above the top of rails of any track, unless otherwise shown in the Contract Documents.

**(B) Temporary Crossings.**

If a temporary crossing is needed, obtain permission from the railroad company before crossing the tracks. Execute the "Agreement for Contractor's Temporary Crossing" if required by the Railroad Company. The Contractor shall ensure that the tracks are left clear of equipment and debris that would endanger the safe operation of railroad traffic. Provide a crossing guard on each side of the crossing to direct equipment when hauling across the tracks. The Contractor shall stop construction traffic a safe distance away from the crossing upon the approach of railroad traffic. Work for temporary crossings will not be paid for directly, but shall be subsidiary to items of the Work subject of the Contract Documents. Work performed by the Railroad Company for the temporary crossing, except flaggers, will be at the Contractor's expense.

**SECTION 13**  
**TECHNICAL SPECIFICATIONS**

**Williamson County**  
**Project: CR200 at Bold Sundown**

**GENERAL NOTES: April 21, 2017 Version**

<b>Basis of Estimate</b>				
<b>Item</b>	<b>Description</b>	<b>**Rate</b>	<b>Basis</b>	<b>Quantity</b>
160	<b>Furnishing and Placing Topsoil (4")</b>	1 CY/9 SY	4651 SY	517 CY
161	<b>Erosion Control Compost (3")</b>	1 CY/12 SY	1163 SY	97 CY
162	<b>Mulch Topdressing (5")</b>	1 CY/7 SY	1163 SY	166 CY
164	<b>Seed for Erosion Control</b>			
	(Item 164) (Temp) (Cool) (TY 4)	4840 SY/AC	2326 SY	0.48 AC
	(Item 164) (Perm) (Warm) (TY 5)	4840 SY/AC	4651 SY	0.96 AC
	(Item 164) (Temp) (Warm) (TY 10)	4840 SY/AC	2326 SY	0.48 AC
166	<b>Fertilizer (13-13-13)</b>	1/8 LB/SY	4651 SY	0.3 TON
168	<b>Vegetative Watering</b>			
	(Item 162)	20 GAL/SY	1163 SY	23 MG
	(Item 164) (Temp)	10 GAL/SY	2326 SY	23 MG
	(Item 164) (Temp)	10 GAL/SY	2326 SY	23 MG
	(Item 164) (Perm)	20 GAL/SY	4651 SY	91 MG
**204	<b>Sprinkling</b>			
	(Dust)	30 GAL/CY	2597 CY	77910GAL
	(Item 132)	30 GAL/CY	388 CY	11640GAL
	(Item 247)	30 GAL/CY	1059 CY	31770GAL
**210	<b>Roll (Flat Wheel)</b>			
	(Item 247)	1 HR/200 TON	1430 TON	8 HR
**210	(Item 316)	1 HR/6000 SY	4924 SY	1 HR
**210	<b>Roll (Tamping)</b>			
	(Item 132)	1 HR/200 CY	388 CY	2 HR
**210	<b>Roll (Heavy Tamp)</b>			
	(Item 132)	1 HR/200 CY	388 CY	2 HR
**210	<b>Roll (Lt Pneu Tire)</b>			
	(Item 132)	1 HR/500 CY	388 CY	1 HR
	(Item 247)	1 HR/200 TON	1430 TON	8 HR
	(Item 316) (Seal Coat)	1 HR/6000 SY	4924 SY	1 HR
247	<b>FL BS (CMP IN PLC)</b>			
	(TY A GR 4)	27 CF/CY	1059 CY	1059 CY
310	<b>Prime Coat (Multi-Option)</b>	0.20 GAL/SY	3178 SY	636 GAL

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Item	Description	**Rate	Basis	Quantity
316	<b>Surface Treatments</b>	<u>Total</u>		
	<b>Seal Coat:</b> Asphalt Aggregate (TY-D G-5 SAC-B)	0.40GAL/SY 1 CY/120 SY	4924 SY 4924 SY	2014 GAL 42 CY
340	<b>Dense-Graded Hot-Mix Asphalt</b>			
	TY B PG 64-22	115 LB/SY/IN	3168 SY	547 TON
	TY D SAC-B PG 70-22	115 LB/SY/IN	5035 SY	579 TON
	TY D PG 64-22(LEVEL-UP)	115 LB/SY/IN	1851SY	100 TON

\*\* For Informational Purposes Only

**Williamson County**  
**Project: CR200 at Bold Sundown**

**MODIFIED STANDARDS**

The following standard detail sheet or sheets have been modified:

<i>NONE</i>

**GENERAL**

References to manufacturer's trade name or catalog numbers are for the purpose of identification only. Similar materials from other manufacturers are permitted if they are of equal quality, comply with the specifications for this project, and are approved.

If work is performed at Contractor's option, when inclement weather is impending, and the work is damaged by subsequent precipitation, the Contractor is responsible for all costs associated with replacing the work, if required.

The roadbed shall be free of organic material prior to placing any section of the pavement structure.

Equip all construction equipment used in roadway work with highly visible omnidirectional flashing warning lights.

Provide a smooth, clean saw-cut along the existing asphalt pavement structure, as directed. Consider subsidiary to the pertinent Items.

Supply litter barrels in enough numbers at locations as directed to control litter within the project. Consider subsidiary to pertinent Items.

Use a self-contained vacuum broom to sweep the roadway and keep it free of sediment as directed. The contractor will be responsible for any sweeping above and beyond the normal maintenance required to keep fugitive sediment off the roadway as directed by the Construction Observer.

Protect all areas of the right of way, which are not included in the actual limits of the proposed construction areas, from disturbance. Restore any area disturbed because of the Contractor's operations to a condition as good as, or better than, before the beginning of work at no cost to the state.

Damage to existing pipes and SETs due to Contractor operations shall be repaired at Contractor's expense.

All locations used for storing construction equipment, materials, and stockpiles of any type, within the right of way, will be as directed. Use of right of way for these purposes will be restricted to those locations where driver sight distance to businesses and side street intersections is not obstructed and at other locations where an unsightly appearance will not exist. The Contractor will not have exclusive use of right of way but will cooperate in the use of the right of way with the city/county and various public utility companies as required.

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The Project Superintendent will be capable of speaking English and will be available to contact at all times when work is being performed, including subcontractor work. The Superintendent will be available and on-call 24 hours a day.

Coordinate and obtain approval from the Construction Observer for all bridgework over existing roadways.

Measure all minimum vertical clearances for all structures (including, but not limited to, signal mast arms, span wires, and overhead sign bridge structures) within the limits of the project for all roadway alignments in all directions of travel. Coordinate with the Construction Observer to take these measurements and obtain prior to opening roadways to traffic unless otherwise approved. The Construction Observer will report all minimum vertical clearance information on State maintained roadways to the Austin District Permit Office.

Use materials from prequalified material producers list as shown on the Texas Department of Transportation (TxDOT) – Construction Division's (CST) materials producers list. Refer to TxDOT's website for list of pre-qualified manufacturers. No substitutions will be allowed for materials found on the list. Submit list of approved suppliers/materials from TxDOT website to show items are TxDOT approved. Submit this list with request for material approval.

When any abandoned well is encountered, cease construction operations in this area and notify the Engineer who will coordinate the proper plugging procedures. A water well driller licensed in the State of Texas must be used to plug a well.

Erosion control and stabilization measures must be initiated immediately in portions of the site where construction activities have temporarily ceased and will not resume for a period exceeding 14 calendar days. Track all exposed soil, stockpiles, and slopes. Tracking consists of operating a tracked vehicle or equipment up and down the slope, leaving track marks perpendicular to the direction of the slope. Re-track slopes and stockpiles after each rain event or every 14 days, whichever occurs first. This work is subsidiary.

Perform maintenance of vehicles or equipment at designated maintenance sites. Keep a spill kit on-site during fueling and maintenance. This work is subsidiary.

Maintain positive drainage for permanent and temporary work for the duration of the project. Be responsible for any items associated with the temporary or interim drainage and all related maintenance. This work is subsidiary.

Suspend all activities near any significant recharge features, such as sinkholes, caves, or any other subterranean openings that are discovered during construction or core sampling. Do not proceed until the designated Geologist or TCEQ representative is present to evaluate and approve remedial action.

Locate aboveground storage tanks kept on-site for construction purposes in a contained area as to not allow any exposure to soils. The containment will be sized to capture 150% of the total capacity of the storage tanks.

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Project Specific Location (PSL) in USACE Jurisdictional Area.

Do not initiate activities in a PSL associated with a U.S. Army Corps of Engineers (USACE) jurisdictional area that have not been previously evaluated by the USACE as part of the permit review of this project. Such activities include, but are not limited to, haul roads, equipment staging areas, borrow and disposal sites. Associated defined here means materials are delivered to or from the PSL. The jurisdictional area includes all waters of the U.S. including wetlands or associated wetlands affected by activities associated with this project. Special restrictions may be required for such work. Consult with the USACE regarding activities, including PSLs that have not been previously evaluated by the USACE. Provide the Department with a copy of all USACE coordination and approvals before initiating activities.

Proceed with activities in PSLs that do not affect a USACE jurisdictional area if self-determination has been made that the PSL is non-jurisdictional or proper clearances have been obtained in USACE jurisdictional areas or have been previously evaluated by the USACE as part of the permit review of this project. Document any determinations that PSL activities do not affect a USACE jurisdictional area. Maintain copies of PSL determinations for review by the Department or any regulatory agency. The Contractor must document and coordinate with the USACE, if required, before any excavation material hauled from or embankment material hauled into a USACE jurisdictional area by either (1) or (2) below.

1. Restricted Use of Materials for the Previously Evaluated Permit Areas. When an area within the project limits has been evaluated by the USACE as part of the permit process for this project:
  - a. suitable excavation of required material in the areas shown on the plans and cross sections as specified in Standard Specification Item 110, Excavation is used for permanent or temporary fill within a USACE jurisdictional area;
  - b. suitable embankment from within the USACE jurisdictional area is used as fill within a USACE evaluated area;
  - c. Unsuitable excavation or excess excavation that is disposed of at an approved location within a USACE evaluated area.
2. Contractor Materials from Areas Other than Previously Evaluated Areas. Provide the Department with a copy of all USACE coordination and approvals before initiating any activities in a jurisdictional area within the project limits that has not been evaluated by the USACE or for any off right of way locations used for the following, but not limited to, haul roads, equipment staging areas, borrow and disposal sites:
  - a. Standard Specification Item 132, Embankment is used for temporary or permanent fill within a USACE jurisdictional area;
  - b. Unsuitable excavation or excess excavation that is disposed of outside a USACE evaluated area.

Work over or near Bodies of Water (Lakes, Rivers, Ponds, Creeks, etc.).

Keep on site a universal spill kit adequate for the body of water and the work being performed. No debris is allowed to fall into a body of water. Debris that falls into the water must be removed at the end of each work day. Debris that falls into the floodway must be removed at the end of each work week or prior to a rain event. This work is subsidiary.

DSHS Asbestos and Demolition Notification.

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**Migratory Birds and Bats.**

Migratory birds may be nesting within the project limits and concentrated on roadway structures such as bridges and culverts. Remove all old and unoccupied migratory bird nests from any structures, trees, etc. between September 1st and January 31st. Prevent migratory birds from re-nesting between February 1st and August 31st.

All methods used for the removal of unoccupied bird nests and the prevention of re-nesting must be approved by the Construction Observer well in advance of the planned use.

In the event that any active nests are encountered on-site during construction, all construction activity within the immediate vicinity of the nest must cease immediately. Contact the Construction Observer to determine how to proceed.

Bats may roost within the project limits under bridges, in culverts, in large hollow trees, in dead standing trees, and in trees with shaggy bark. Maternity colonies may occur from April 1st through August 31st. If bats are present, ensure bats are not harmed. Exclusion protocols for known colonies should be followed well in advance of commencement of construction activities. Exclusion measures by qualified individuals are used to relocate existing colonies, except from April 1st through August 31st when such measures may separate mothers and pups. Exclusion measures are also the means of preventing establishment of new colonies and re-establishment of relocated colonies.

No extension of time or compensation payment will be granted for a delay or suspension of work caused by migratory birds or bats. This work is subsidiary.

**ITEM 100 – PREPARING RIGHT OF WAY**

Do not burn brush, unless otherwise approved.

Trim vegetation around signs and other obstructions. Consider subsidiary to pertinent Items.

Use hand methods or other means to remove objectionable material and obstructions, if doing work by mechanical methods is impractical. Consider subsidiary to the pertinent Items.

**ITEM WC101 – SOIL RIPPING**

Soil Ripping, as required for all projects in Special Specification WC101, shall be accomplished using the following values:

Spacing for slopes between 3:1 and 4:1, groves should be 16 inches on center.

For slopes flatter than 4:1, groves should be 12 inches on center.

Depth of compacted soils should be ripped to a depth of 18 inches. When embankment stabilization is a concern, ripping depth can be reduced to 12 inches.

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**ITEM 110 & 132 – EXCAVATION & EMBANKMENT**

Unsuitable material encountered in a cut or fill section will be considered waste. The Construction Observer will define unsuitable material. Material, which the Contractor might deem to be unsatisfactory or unsuitable, due to moisture content, will not be considered unsuitable material, unless otherwise approved.

Obtain approval of all compaction equipment prior to all backfilling and embankment operations.

**ITEM 132 – EMBANKMENT**

The underlying layer or existing subgrade must be prepared and inspected prior to placement of the embankment. Proof roll the pavement area according to Item 216 prior to placement of embankment or subsequent layers. Payment for proof rolling will be subsidiary to the various bid Items of the contract.

Correct unstable material (e.g. dry, wet, loose, etc.) to a depth of six (6) inches below existing grade. This work will be considered subsidiary to pertinent bid Items. Drying required deeper than six (6) inches below existing grade will be paid for in accordance with Item 6.03, "Extra Work." However, there will be no payment to correct failures in the subgrade areas that were constructed under this contract.

**ITEM 132 – EMBANKMENT TY C**

The Construction Observer must approve the embankment material before use on the project.

Existing material located within the project limits may be used as embankment if it meets specifications shown on the plans and if approved by the Construction Observer.

If delivery from offsite source is necessary, furnish embankment with a PI of less than 25 that does not contain sulfate contents greater than 3000 ppm.

Meet the following select embankment (TY C) requirements when used as subgrade directly beneath flexible and/ or rigid pavement sections to depths specified in the typical section.

**Embankment Material Requirements – Item 132 [TY C]**

Item	Description	(Percent Retained-Sieve)					LL Max.	PI Max.	PI Min.
		1¾"	7/8"	3/8"	#4	#40			
132	Embankment (Density Control) (TY C1)	0-10	10-20	-	45-75	60-85	45	20	6
132	Embankment (Ordinary Compaction) (TY C2)	0-10	10-20	-	45-75	50-85	55	25	8

Stockpile imported TY C embankment at an approved location until it meets all testing requirements. The stockpile must be between 500 CY and 5000 CY and must not exceed a height of 15 ft. It is the Contractor's responsibility to identify and notify the Construction Observer of the location of the borrow source to allow time for testing and approval to avoid delay to the project. Allow a minimum of five (5) working days for testing.

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**ITEM 134 – BACKFILLING PAVEMENT EDGES**

For TY A backfill, furnish flexible base meeting the requirement as specified in the plans, in accordance to Item 247. Compressive strengths for Item 247 flexible base are waived when supplied for this item. In lieu of flexible base, RAP may be supplied for TY A backfill. RAP must be 100% passing a 2½ inch sieve in accordance to Tex-110-E. Compact using a light pneumatic roller. Install at 3:1 slope and tie into existing terrain. Apply SS-1 to front slope at a rate of 0.12 GAL/SY, after compaction is complete.

**ITEM 160 – TOPSOIL**

No sandy loam allowed. Obtain approval of the actual depth of the topsoil sources for both on-site and off-site sources.

**ITEM 169 – SOIL RETENTION BLANKETS**

Use materials from prequalified material producers list as shown on the Texas Department of Transportation (TxDOT) – Construction Divisions (CST) materials producers list. Refer to TxDOT's website for list of pre-qualified manufacturers. Direct all questions to the Maintenance Division, Vegetation Management Section, 125 E. 11th Street, Austin, TX 78701-2483.

**ITEM 204 – SPRINKLING**

Apply water for dust control as directed. When dust control is not being maintained, cease operations until dust control is maintained. Consider subsidiary to the pertinent Items.

**ITEM 216 – PROOF ROLLING**

Correct and perform "Proof Rolling" retest at the Contractor's expense, to the satisfaction of the Construction Observer, when initial "Proof Rolling" yields a failing result.

**ITEM 247 – FLEXIBLE BASE**

Furnish Type A material.

Furnish flexible base meeting Grade 4 requirements.

The following table will govern the acceptance of compaction on base courses, when compacted in multiple courses. Compaction requirements are in percent of maximum dry density as determined by (Tex-113-E). When compacting in a single course, compact to at least 100% of maximum dry density as determined by Tex-113-E.

Item	Material	All Roadways	
		Lift	Min. Density
247	FL BS (CMP IN PLC)	1 <sup>st</sup> of 2 lifts	95%
		2 <sup>nd</sup> of 2 lifts	98%
		(final lift)	100%

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**Table 1**  
**Flexible Base Material Requirements**

<b>Property</b>	<b>Test Method</b>	<b>Grade 4</b>
<b>Master gradation sieve size</b>	Tex-110-E	<b>% Retained</b>
2½ in.		0
1¾ in.		0
7/8 in.		10-35
3/8 in.		30-50
No. 4		45-65
No. 40		70-90
No. 200		87-95
Liquid Limit, % Max. <sup>1</sup>	Tex-104-E	35
Plasticity Index, Max. <sup>1</sup>	Tex-106-E	10
Wet ball mill, % Max.	Tex-116-E	40
Wet ball mill, % Max. increase passing the No. 40 sieve		20
<b>Min. compressive strength, psi</b>	Tex-117-E	
Lateral pressure 0 psi		—
Lateral pressure 3 psi		90
Lateral pressure 15 psi		175

1. Determine plastic index in accordance with Tex-107-E (linear shrinkage) when liquid limit is unattainable as defined in Tex-104-E.

Correct subgrade (e.g. unstable areas, soft spots, etc.) prior to placing Flex Base. Consider subsidiary to the pertinent Items.

Complete all subgrade, ditches, slopes, and place all drainage structures to conform to required lines, grades, and cross-sections, as shown and directed, prior to the placement of Flex Base.

For Flex Base placed over the box culverts, do not use a Vibratory Roller to compact the material.

**ITEM 300 – ASPHALTS, OILS, AND EMULSIONS**

Asphalt season starts May 1st and ends September 15th.

PPA and REOBs are not allowed.

**ITEM 300 – ASPHALTS, OILS, AND EMULSIONS (NON-TRACKING TACK COAT)**

Spray a test strip of tack coat at a location on or near the project as directed. Consult the manufacturer for the recommended application rate. Allow the strip to cure for the maximum time specified. Drive over the test strip with equipment to simulate the effect of paving equipment. There should be no evidence tracking or picking up of the tack coat on the wheels of the equipment.

The Construction Observer shall verify the bond strength as directed.

**Williamson County**  
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**ITEMS 310, 316, 340**

**Perform work during good weather, unless otherwise directed. If work is performed at Contractor's option, when inclement weather is impending, and the work is damaged by subsequent precipitation, the Contractor is responsible for all costs associated with replacing the work, if required.**

**ITEM 310 – PRIME COAT**

Apply blotter material to all driveways and intersections.

Multi-option bituminous material is allowed.

Provide Construction Observer with current Distributer Certification confirming calibration of asphalt measurement equipment.

Distribute prime coat smoothly and evenly at the rate of 0.2 gallons per square yard.

Apply Prime to finished flex base surface at the rate shown in the plans. Hot mix can be applied to the primed surface of flex base after the prime has penetrated and cured for a minimum of 36 hours depending on weather conditions or as approved by the Construction Observer. Provide the Construction Observer with a copy of the asphalt deliver ticket prior to application.

Apply blotter material to all driveways and intersections. This work is subsidiary. When Multi Option is allowed, provide MC 30, EC 30, or AE-P. MC 30 is not allowed in Travis County.

**ITEM 316 – SEAL COAT**

Do not apply asphalt within 1½ hours of sunset, or later, unless otherwise directed.

Grade 4 and 5 Type D or Type E is allowed as AGGR (MULTI OPTION) for an underseal.

Ensure that all underseal surface treatment operations are covered by HMA CP before exposing to traffic, including construction traffic.

Use paper or other approved material at the beginning and end of each shot so that the transverse joint is straight and prevents overlap of asphalt shots.

Any areas with excessive asphalt or aggregate will be removed.

The Contractor is required to provide recommendations to the Construction Observer on adjusting aggregate and asphalt rates, when the road conditions, material properties or construction methods change.

Furnish medium pneumatic-tire rollers in accordance with Item 210, "Rolling." Roll before opening to traffic.

Surface all transitions, tapers, climbing lanes and intersections to the limits as directed.

**Williamson County****Project: CR200 at Bold Sundown**

Keep all traffic, including construction traffic, off freshly placed surface treatment, as directed.

Provide Construction Observer with current Distributer Certification confirming calibration of asphalt measurement equipment.

Provide Construction Observer with a copy of the shipping ticket for the asphalt prior to application. Contractor must sample asphalt, in accordance to the applicable item. Label the sample can with date and project numbers. Samples must be stored where they are readily available to the County representative at the plant. The Contractor will be responsible for supplying storage for all samples until the project achieves substantial completion or otherwise directed.

Removal and proper disposal off the ROW of audible/profile markings, reflectorized markings, and raised markers is subsidiary.

**ITEM 320 – EQUIPMENT FOR ASPHALT CONCRETE PAVEMENT**

Use of motor grader is not allowed

**ITEMS 340 (HMACP Testing)**

The Contractor must sample asphalt binder, in accordance to the applicable item. Label the sample can with the corresponding CSJ, lot, and sub-lot numbers.

Samples must be stored in a common area where they are readily available to the County's representative at the plant. The Contractor will be responsible for supplying storage for all samples. Retain all asphalt samples until hot mix production is complete or directed otherwise.

When directed, the Contractor is responsible for disposal of all asphalt binder samples, in accordance to Local, State, and Federal regulations.

**[Hot Mix Asphaltic Concrete (HMAC) Core Holes]**

Refill and compact all HMAC core holes to the same elevation as the adjacent roadway. Use hot mix of the type being used in the project to fill core holes. As an alternative a high performance cold patching mix such as Rapid Cure Patching Mix meeting the requirements of DMS-9203 or Medium Cure Patching mix made with SCM meeting requirements of DMS-9202. Consider this work subsidiary to the pertinent Items.

Mill a transverse butt joint to transition from the new ACP to the existing surface tie-in. Make the transition a minimum of 50 feet H: 1 inch V slope ratio of newly placed ACP. Make the temporary joint, at the tie-in, a minimum of a 10 feet longitudinally and covering the entire width. Saw-cut existing pavement as directed. Prior to milling, core the existing pavement to determine its thickness. Do not proceed with milling until directed. Consider this work subsidiary to the pertinent Items.

Contractor to submit for approval a current mix design (less than 6 months old) to the Construction Observer that meets the following requirements prior to use on the project.

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PPA and REOBS are not allowed.

Aggregates used on shoulders and ramps are required to meet SAC requirements.

Target laboratory molded density is 97% for all mixtures for Texas Gyratory Compactor (TGC) mixture designs.

When using Superpave Gyratory Compactor (SGC) to design mixtures, submit the SGC mix design to the Construction Observer for approval.

When using substitute binders, mold specimens for mix design and production at the temperature required for the substitute binder used to produce the HMA.

All mixtures must meet the Hamburg requirement as stated in the table below.

<b>High-Temperature Binder Grade</b>	<b>Test Method</b>	<b>Hamburg Wheel Test <u>Requirements</u> <sup>1</sup></b>		
		<b>Minimum # of Passes</b>	<b>Maximum Rut Depth (mm)<sup>2</sup></b>	<b>Minimum Rut Depth (mm)<sup>2,3</sup></b>
PG 64 or lower	Tex-242-F	7,000	12.5	3
PG 70	Tex-242-F	15,000	12.5	3
PG 76 or higher	Tex-242-F	20,000	12.5	3

1. The Construction Observer may accept Hamburg Wheel test results for production and placement if no more than 1 of 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.
2. Rut depth tested @ 122°F
3. Unless approved otherwise.

***When using RAP and/or RAS:***

Use of RAS is not allowed. When using RAP, include the management methods of processing, stockpiling, and testing of RAP in the QCP submitted for the project. Blending of RAP in one feeder bin or in a stockpile is not permitted.

Asphalt content and binder properties of RAP stockpiles must be documented when recycled asphalt content greater than 20% is utilized.

RAP is not allowed for any surface mix applications.

No more than 20% RAP by weight of aggregate is allowed in any mix application.

Complete all roadways before final surface course placement, unless directed otherwise.

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Ensure placement sequence to avoid excess distance of longitudinal joint lapback not to exceed one day's production rates.

The Contractor shall utilize a material transfer device per item 320 and a grade reference (such as a ski) for overlay operations. Consider subsidiary to the pertinent items.

Use a device to create a maximum 3H: 1V notched wedge joint on all hot mix joints of two (2) inches or greater. Consider subsidiary to the pertinent Items.

Taper transverse faces at ends of passes as directed.

Make transverse tapers on each end of pass using a minimum slope rate of 60H:1V. Tapers shall be removed directly before placement of final lift. Consider subsidiary to the pertinent Items.

Provide a minimum transition for all side streets of at least 12 ft. and driveways of at least six (6) feet, unless otherwise shown on the plans or otherwise approved/directed.

Tack only between old existing asphalt surfaces and new HMA layer, and on any sawed edge, unless otherwise directed. Do not dilute tack coat. Apply it through a distributor spray bar in accordance with Article 316.3.1 Distributor.

Submit any proposed adjustments or changes to a job mix formula to the Construction Observer before production of the new job mix formula.

For Mixture Design Verification, provide the Construction Observer with two 5-gallon buckets of each aggregate stockpile to be used on the project with 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 Construction Observer will use the materials provided by the Contractor to perform the following tests to verify the HMA mixture .

1. Indirect Tensile Test in accordance with Tex-266-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 Construction Observer 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

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In lieu of or in addition to evaluating the mixture design prior to allowing a trial batch to be produced, the Construction Observer may also evaluate the mixture produced during the trial batch for compliance with the four tests listed above.

Submit thermal and segregation profiles as well as longitudinal joint densities on electronic forms provided by County to the Construction Observer.

When surface irregularities, as defined in Article 341.4.9.3.3.5, "Irregularities," are detected or measured, the Contractor must take immediate corrective action defined as the removal and replacement of a full lane width of the defective area using a paver to place new mix, unless otherwise directed. If there are multiple defective areas within a sub-lot, making up to 30% of the sub-lot by area, the Construction Observer will require the entire sub-lot be removed, unless directed otherwise.

**ITEM 400 – EXCAVATION AND BACKFILL FOR STRUCTURES**

Cut pavements with the use of a saw as directed. Consider subsidiary to pertinent Items.

Obtain approval of all compaction equipment prior to all backfilling and embankment operations.

Use Class "B" sand bedding for pipe and box culvert installation unless otherwise directed.

**ITEM 467 – SAFETY END TREATMENT**

Cut pipe ends, in the field, to match roadway side slopes, or as directed. Apply asphalt base aluminum paint to the cut ends.

All Type II SETs shall have mitered pipe ends and cast-in-place riprap aprons.

Use Class C concrete.

Remove all loose Formwork and other Materials from the Floodplain or drainage areas, daily, which could float off in a Storm Water Event, as directed.

**ITEM 502 – BARRICADES, SIGNS, AND TRAFFIC HANDLING**

Unless otherwise approved, one (1) lane in each direction shall remain open at all times.

The GEC is the authority to approve additional lane closures, prior to any work.

Maintain a written record of documentation of "The Additional Approved Lane Closures."

Submit and secure concurrence, prior to the publication of any notices or placement of any traffic control devices for implementation of the traffic control plan, hereinafter called a Lane Closure Notice (LCN).

Present to GEC, an LCN for traffic control, which is proposed for implementation, a minimum of four (4) full working days preceding any proposed implementation date. Indicate the estimated

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date, time, duration, and location for the proposed work. As a part of the LCN submit a written description of the lane closure(s) depicting the proposed traffic control devices used, based on the appropriate plan sheet, TxDOT or Texas Manual on Uniform Traffic Control Devices (TMUTCD) standards, and an operational description of the work to be performed.

Present to GEC, LCN's proposed for night work, a minimum of *seven (7)* full calendar days preceding any proposed implementation date.

Receive concurrence prior to LCN implementation.

Meet with the Construction Observer prior to roadway and lane closures to ensure that sufficient equipment, materials, devices, and workers will be used. Discuss contingency plans at that time. Consider inclement weather prior to implementing the lane closures.

Submit a cancellation of any lane closures, no later than noon on the day preceding the proposed work.

Do not set up any Lane Closure / TCP when the pavement is wet prior to the "setup," unless otherwise directed. Revise Traffic Control, when inclement weather is imminent, as directed.

Incorporate and maintain a 3H: 1V safety wedge into the proposed construction for any roadway edge of 2 inches or greater adjacent to a roadway under traffic.

Within the limits of the project, provide standard barricades, warning signs, delineators, lights, 28-inch cones, and flaggers in enough numbers and combinations, as directed.

No closures will be allowed on the weekends, which include the following holidays: January 1st, the last Monday in May, July 4th, the first Monday in September, the fourth Thursday in November, December 25th, Easter weekend, and the working day prior to or immediately after any of the aforementioned holidays. Unless otherwise approved, no closures will be allowed on the weekends of special events that could be impacted by the construction. Ensure all equipment, vehicles, workers, etc., associated with these closures are off the roadways and all lanes re-opened, at least, by noon of the Friday before these holidays and special events.

**ITEM 530 – INTERSECTIONS, DRIVEWAYS, AND TURNOUTS**

Notify property owners a minimum of 48 hours in advance of beginning work on their driveways. Provide, to GEC, a list of each notification and contact prior to each closure.

Provide access, at all times, to adjacent property. Construct driveways one-half sections, to allow access.

Do not completely close driveways for reconstruction purposes, unless a reasonable alternate access exists to the property, as approved.

Place the Flex Base for the Driveways using Ordinary Compaction.

**Williamson County****Project: CR200 at Bold Sundown****ITEM 540 – METAL BEAM GUARD FENCE (MBGF)**

Before beginning the installation of the proposed Metal Beam Guard Fence (MBGF), stake the locations for approval. Adjust the limits of the MBGF to meet field conditions, as directed, before erection.

Furnish new, round, domed and unpainted timber posts. Furnish steel posts at locations where the minimum embedment shown on the plans for wooden posts cannot be achieved. Field verify the steel post lengths before fabrication. Consider the steel posts subsidiary to pertinent Items.

Provide Rail Elements that meet AASHTO M 180 TY I Galvanization (1.80 oz. per SY).

Rail and rail elements that are in compliance with current standards and are undamaged should stockpiled at a location, approved by the Construction Observer, within the project limits for pick up by the County.

**ITEM 644 – SMALL ROADSIDE SIGN ASSEMBLIES**

Fabricate all small signs not detailed on the plans in conformance with the latest edition of the “Standard Highway Sign Designs for Texas,” refer to TxDOT’s website.

**ITEM 662 – WORK ZONE PAVEMENT MARKINGS**

Notify the Construction Observer at least 24 hours in advance of removing existing striping and placing pavement markings & markers.

Apply markings during good weather unless otherwise directed. If markings are placed at Contractor’s option, when inclement weather is impending, and the markings are damaged by subsequent precipitation, the Contractor is responsible for all costs associated with replacing the markings if required.

Remove work zone pavement markings within 48 hours after permanent striping has been completed.

Foil backed pavement markings will not be allowed.

**ITEM 666 – RETROREFLECTORIZED PAVEMENT MARKINGS**

Reference existing channel islands, gores, and lane striping before commencing work. Provide referencing that will include a sketch of the layout to the Construction Observer. Obtain approval for placement of guidemarks from the Construction Observer before installing any permanent pavement markings. Consider subsidiary to the pertinent Items.

**ITEM 738 – CLEANING AND SWEEPING HIGHWAYS**

Complete cleaning and sweeping cycles at the intervals, as directed. Complete one cycle at the end of construction and prior to final acceptance by the Department.

**County Road 200 at Bold Sundown**  
**WILLIAMSON COUNTY**  
GOVERNING SPECIFICATIONS

(STANDARD SPECIFICATIONS, SPECIAL PROVISIONS, AND SPECIAL SPECIFICATIONS)

WHERE DISCREPENCIES OCCUR BETWEEN THE VARIOUS GOVERNING SPECIFICATIONS, THE SPECIAL PROVISIONS SHALL GOVERN OVER BOTH STANDARD SPECIFICATIONS AND SPECIAL SPECIFICATIONS.

ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT ARE IDENTIFIED AS FOLLOWS:

STANDARD SPECIFICATIONS:      ADOPTED BY THE TEXAS DEPARTMENT OF  
TRANSPORTATION NOVEMBER 1, 2014. STANDARD  
SPECIFICATIONS ARE INCORPORATED INTO THE  
CONTRACT BY REFERENCE.

< >      REFERENCE ITEMS NOT USED ON THIS CONTRACT  
( )      REFERENCE ITEMS USED ON THIS CONTRACT

ITEMS 1 - 9 ARE SUPERSEDED BY THE CONTRACT GENERAL AND SPECIAL CONDITIONS, WHERE APPLICABLE. WHEREVER, IN THE TXDOT STANDARD SPECIFICATIONS, REFERENCE IS MADE TO THE STATE OF TEXAS, THE DEPARTMENT AND ITS REPRESENTATIVES, SUCH REFERENCE SHALL BE TAKEN TO MEAN WILLIAMSON COUNTY AND ITS REPRESENTATIVES.

ITEM 100	PREPARING RIGHT OF WAY (132)
ITEM 110	EXCAVATION
ITEM 132	EMBANKMENT <100> (204) (216)(400)
ITEM 160	FURNISHING AND PLACING TOPSOIL (204)<WC101>
ITEM 161	COMPOST
ITEM 162	SODDING FOR EROSION CONTROL (168)(300)<WC102><WC103>
ITEM 164	SEEDING FOR EROSION CONTROL <166><168>(169)
ITEM 166	FERTILIZER
ITEM 168	VEGETATIVE WATERING
ITEM 169	SOIL RETENTION BLANKET
ITEM 247	FLEXIBLE BASE (204) <210><211><213>(216)
ITEM 310	PRIME COAT (CUTBACK ASPHALTIC MATERIAL) (300)
ITEM 316	SURFACE TREATMENTS (300)<302><520>
ITEM 340	DENSE-GRADED HOT-MIX ASPHALT(METHOD) (300)<320>
ITEM 464	REINFORCED CONCRETE PIPE (400)
ITEM 467	SAFETY END TREATMENT (400)<420><421><432>(440)<445><462><464><496><520> <524><526>
ITEM 500	MOBILIZATION
ITEM 502	BARRICADES, SIGNS AND TRAFFIC HANDLING
ITEM 504	FACILITIES FOR FIELD OFFICE AND LABORATORY
ITEM 506	TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS
ITEM 530	DRIVEWAYS AND TURNOUTS (360)<522>
ITEM 540	METAL BEAM GUARD FENCE <421>(442)(445)<492>
ITEM 542	REMOVING METAL BEAM GUARD FENCE
ITEM 544	GUARDRAIL END TREATMENTS <421>(442)(445)<492>
ITEM 644	SMALL ROADSIDE SIGN ASSEMBLIES (421)(440)(634)(636)<643>(646)(656)
ITEM 658	DELINEATOR AND OBJECT MARKER ASSEMBLIES (445)<660>
ITEM 662	WORK ZONE PAVEMENT MARKINGS (666)(672)(677)
ITEM 666	REFLECTORIZED PAVEMENT MARKINGS <677>(678)
ITEM 672	RAISED PAVEMENT MARKERS (677)(5699)

SPECIAL PROVISIONS: THE CONTENT OF THE SPECIAL PROVISIONS ARE INCLUDED ON THE FOLLOWING PAGES.

SPECIAL PROVISION TO ITEM 000	000---0001
SPECIAL PROVISION TO ITEM 160	160---WC001
SPECIAL PROVISION TO ITEM 161	161---WC001
SPECIAL PROVISION TO ITEM 164	164---WC001
SPECIAL PROVISION TO ITEM 168	168---WC001
SPECIAL PROVISION TO ITEM 300	300---009
SPECIAL PROVISION TO ITEM 421	421---002
SPECIAL PROVISION TO ITEM 500	500---WC01
SPECIAL PROVISION TO ITEM 502	502---WC01
SPECIAL PROVISION TO ITEM 506	506---WC001
SPECIAL PROVISION TO ITEM 636	636---001
SPECIAL PROVISION TO ITEM 666	666---007

SPECIAL SPECIFICATIONS: THE CONTENT OF THE SPECIAL SPECIFICATIONS ARE INCLUDED ON THE FOLLOWING PAGES.

SPECIAL SPECIFICATIONS: THE CONTENT OF THE SPECIAL SPECIFICATIONS ARE INCLUDED ON THE FOLLOWING PAGES.

ITEM WC101 SOIL RIPPING  
ITEM WC102 MULCH  
ITEM WC103 MULCH TOPDRESSING

GENERAL: THE ABOVE-LISTED SPECIFICATION ITEMS ARE THOSE UNDER WHICH PAYMENT IS TO BE MADE. THESE, TOGETHER WITH SUCH OTHER PERTINENT ITEMS, IF ANY, AS MAY BE REFERRED TO IN THE ABOVE-LISTED SPECIFICATION ITEMS, AND INCLUDING THE SPECIAL PROVISIONS AND SPECIAL SPECIFICATIONS LISTED ABOVE, CONSTITUTE THE COMPLETE SPECIFICATIONS FOR THIS PROJECT.

000-001

# Special Provision to Item 000

## Schedule of Liquidated Damages



Table1  
Schedule of Liquidated Damages

For Dollar Amount of Original Contract		Dollar Amount of Daily Contract
From More Than	To and Including	Administration Liquidated Damages per Working Day
0	100,000	570
100,000	500,000	590
500,000	1,000,000	610
1,000,000	1,500,000	685
1,500,000	3,000,000	785
3,000,000	5,000,000	970
5,000,000	10,000,000	1125
10,000,000	20,000,000	1285
20,000,000	Over 20,000,000	2590

160-WC001

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## Special Provision 160-WC001

### Topsoil

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For this project, Item 160, "Topsoil," of the Standard Specifications, is hereby voided and replaced in its entirety with the clauses and requirements below.

#### PART 1 – GENERAL

##### 1.1 DESCRIPTION

Furnish and apply topsoil as shown in the plans or as directed.

##### 1.2 RELATED ITEMS

- A. Item 161-WC001, "Compost"
- B. Item WC101, "Soil Ripping"

##### 1.3 MEASUREMENT

This item will be measured by the 100-ft. station along the baseline of each roadbed, by the square yard complete in place, or by the cubic yard in vehicles at the point of delivery.

##### 1.4 PAYMENT

Unless topsoil is specified as a pay item, the work performed and materials furnished in accordance with this item will not be paid for directly, but will be subsidiary to pertinent Items.

When topsoil is specified on the plans as a pay item, the work performed and topsoil furnished will be paid for at the unit price bid for "Furnishing and Placing Topsoil" of the depth specified on the plans (except for measurement by the cubic yard). This price is full compensation for securing necessary sources and royalties, furnishing topsoil, excavation, loading, hauling, stockpiling and placing, watering, rolling and equipment, labor, materials, tools, and incidentals. Limits of excavation and embankment for payment are shown in Figure 1.

##### 1.5 QUALITY CONTROL SUBMITTALS

- A. Submit one (1) pound sample of on-site stockpiled topsoil for approval.
- B. Submit imported topsoil and supplier information, including product composition, as well as a one (1) pound sample for approval.
- C. A statement that the on-site stockpiled topsoil has met the decomposition process.

#### PART 2 – PRODUCTS

##### 2.1 MATERIALS

- A. Use easily cultivated, fertile topsoil, through fresh mining, that is free from objectionable material such as weed seeds, roots, rhizomes, or stolons, has a high resistance to erosion, and is able to support plant growth.

**160-WC001**

1. Obtain topsoil from the right-of-way at sites of proposed excavation or embankment when specified on the plans or as directed.
2. Secure additional topsoil, if necessary, from approved sources outside the right-of-way in accordance with all applicable environmental laws, rules, regulations, and requirements. Ensure that the topsoil obtained from sites outside the right-of-way has a pH of 5.5 to 8.5.
3. Topsoil is subject to testing by the Engineer.
4. Use water that is clean and free of industrial wastes and other substances harmful to the growth of vegetation.

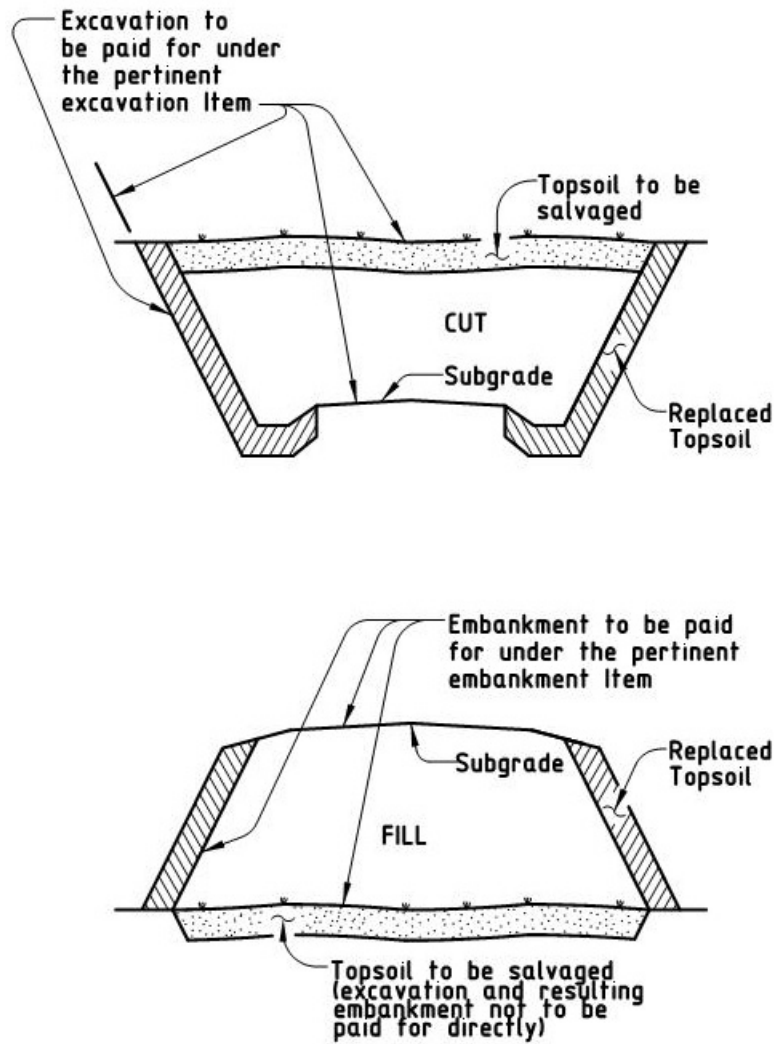
**PART 3 – EXECUTION****3.1 SEQUENCING**

- A. Following removal of the existing vegetation from the site (if specified), excavate in specified areas and place in a stockpile on-site. Complete the decomposition process in stockpile prior to installation or use of topsoil at depths specified on plans. Install topsoil prior to installation of erosion control compost (ECC). Reference Item 161-WC001, "Compost" for installation specifications.

**3.2 CONSTRUCTION****A. Installation**

1. Remove and dispose of objectionable material from the topsoil source before beginning the work.
2. Place excavated topsoil in stockpiles no less than three (3) feet by three (3) feet by three (3) feet in size at designated locations along the right-of-way line or as directed.
3. Keep source and stockpile areas drained during the period of topsoil removal and leave them in a neat condition when removal is complete.
4. From June 1 to October 15, completely turn the stockpiled mulch once per month. Internal temperature of the material should be 120°F – 140°F. Stockpile should continue to be turned and remain at this internal temperature for no less than one (1) month before use.
5. From October 16 to May 31, if the average outdoor temperature is below 75°F, remove and discard the top six (6) inches of the stockpile. It is not necessary to turn the stockpile during this time period.
6. Stockpiles should be surrounded by biodegradable erosion control logs to prevent run-off of material.
7. Uniformly blend topsoil per "Compost" if specified as Compost Modified Topsoil (CMT). Reference "Compost" for installation specifications.
8. For subsoils that are not compacted, scarify or break the surface of the soil with a flexible tine harrow one (1) to two (2) inches in depth. Spread the topsoil to a uniform loose cover at the thickness specified. Place and shape the topsoil to no greater than 70% – 75% Proctor density. Soils compacted above the specified Proctor density must be ripped until they are within the desired percentages according to Item WC101, "Soil Ripping." Apply the topsoil to the ripped soil and work into the lower soil horizons with a harrow.

160-WC001



**Figure 1**  
**Roadway cross sections showing payment for excavation and embankment.**

END OF SECTION

161-WC001

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## Special Provision 161-WC001

### Compost

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For this project, Item 161, "Compost," of the Standard Specifications, is hereby voided and replaced in its entirety with the clauses and requirements below.

#### PART 1 – GENERAL

##### 1.1 DESCRIPTION

Furnish and apply compost as shown in the plans or as directed.

##### 1.2 RELATED ITEMS

- A. Item WC102, "Mulch"
- B. Item WC101, "Soil Ripping"
- C. Item 164-WC001, "Seeding for Erosion Control"
- D. Item 160-WC001, "Topsoil"
- E. United States Code of Federal Regulations (CFR), Title 40, Part 503 standards for Class A biosolids
- F. Texas Commission on Environmental Quality (TCEQ) health and safety regulations as defined in the Texas Administrative Code (TAC), Chapter 332, including the time and temperature standards in Subchapter B, Part 23
- G. USCC Seal of Testing Assurance (STA) program

##### 1.3 MEASUREMENT

This item will be measured by the square yard or cubic yard.

##### 1.4 PAYMENT

Unless compost is specified as a pay item, the work performed and the materials furnished in accordance with this Item will not be paid for directly, but will be subsidiary to pertinent items.

When compost is specified on the plans as a pay item, the work performed and the compost furnished will be paid for at the unit price bid for "Compost Manufactured Topsoil" or "Erosion Control Compost" of the depth specified. This price is full compensation for furnishing materials, labor, equipment, maintenance, tools, supplies, and incidentals.

##### 1.5 QUALITY CONTROL SUBMITTALS

- A. Prior to the delivery of the compost to the site, the following submittals are to be provided to the Owner's representative for approval:
  - 1. A statement that the compost meets federal and state health and safety regulations.

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2. A statement that the composting process has met time and temperature requirements.
3. A copy of the producer's STA certification.
4. A copy of the lab analysis, performed by an STA-certified lab, verifying the compost meets the materials requirements, for every 1000 CY of material. Test data should not be older than one (1) month old.
5. The compost installation method.
6. A copy of purchase receipt from approved vendor.
7. A copy of the current TCEQ compliance statement signed by the facility manager when furnishing biosolids compost.
8. A copy of the compost analysis from the compost supplier that lists NO<sub>3</sub>, NH<sub>4</sub>, and P levels (parts per million).

**PART 2 – PRODUCTS****2.1 MATERIALS****A. Compost**

1. Furnish compost that has been produced by aerobic (biological) decomposition of organic matter and meets the requirements set forth by the United States Department of Agriculture and the United States Composting Council (USCC), "Test Methods for Examination of Composting and Compost" (TMECC), shown in 2.1.A.2.
2. Physical Requirements for Compost:
  - a. Particle Size: 95% passing 5/8 inch, 70% passing 3/8 inch in accordance with TMECC 02.02-B, "Sample Sieving for Aggregate Size Classification"
  - b. Heavy Metals: Pass in accordance with TMECC 04.06, "Heavy Metals and Hazardous Elements"
    - i. 04.06-As, Arsenic
    - ii. 04.06-Cd, Cadmium
    - iii. 04.06-Cu, Copper
    - iv. 04.06-Pb, Lead
    - v. 04.06-Hg, Mercury
    - vi. 04.06-Mo, Molybdenum
    - vii. 04.06-Ni, Nickel
    - viii. 04.06-Se, Selenium
    - ix. 04.06-Zn, Zinc
  - c. Soluble Salts: 5.0 max.\* dS/m in accordance with TMECC 04.10-A, "1:5 Slurry Method, Mass Basis" (\*A soluble salt content up to 10.0 dS/m for compost used in CMT will be acceptable)

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- d. pH: 5.5 – 8.5\*\* in accordance with TMECC 04.11-A, "1:5 Slurry pH" (\*\*A maximum pH of 9.5 will be acceptable for manure compost)
  - e. Maturity: greater than 80% in accordance with TMECC 05.05-A, "Germination and Root Elongation"
  - f. Organic Matter Content: 25% – 65%\*\*\* (dry mass) in accordance with TMECC 05.07-A, "Loss-On-Ignition Organic Matter Method" (\*\*\*A minimum organic matter content of 10% will be acceptable for manure compost)
  - g. Stability: less than 0.5 mg CO<sub>2</sub> carbon/g compost carbon/day
  - h. Fecal Coliform: Pass in accordance with TMECC 07.01-B, "Fecal Coliforms"
3. Compost feedstock may include, but is not limited to, leaves and yard trimmings, biosolids, food scraps, food-processing residuals, manure or other agricultural residuals, forest residues, bark, and paper.
  4. Compost shall be reasonably free (less than 1% by dry weight) of manmade foreign matter. The organic matter shall not possess objectionable odor and shall not resemble the raw material from which it was derived. Particle size shall meet the following additional specifications: maximum particle length 0.5 inches
  5. Ensure compost does not contain any visible refuse, other physical contaminants, or any substance considered to be harmful to plant growth, as approved by the engineer. Do not use materials that have been treated with chemical preservatives as a compost feedstock or as wood chips.
  6. Provide compost meeting all applicable CFR, Title 40, Part 503 standards for Class A biosolids and TCEQ health and safety regulations as defined in the TAC, Chapter 332, including the time and temperature standards in Subchapter B, Part 23. Meet the requirements of the USCC STA program. (TxDOT, 2014)
  7. Compost shall be obtained from any of the following approved vendors (vendors that utilize static compost piling are preferred):
    - a. Organics by Gosh, Austin, TX  
(512) 276-1211
    - b. Garden-Ville, Austin, TX  
(888) 655-6115
    - c. Geo Growers, Austin, TX  
(512) 892-2722
    - d. Soil Express, Prosper, TX  
(972) 347-2994

## B. Compost Manufactured Topsoil (CMT)

CMT consists of blended compost, as specified in 2.1.A, and mineral soil. The Contractor shall determine the blend based on the compost supplier's nutrient analysis and the corresponding ratios in Table 1. The mineral soil should have a soil texture of less than 75% sand and organic matter less than 2%. Measures must be taken to avoid weed contamination, through fresh mining, or complete cover or non-use of top six (6) inches of stockpiled material. Reference Item 160-WC001, "Topsoil" for stockpiling specifications of on-site excavated topsoil. Material sources

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must be approved by the Owner's Representative. Dilution of compost must not be achieved with organic matter (mulch).

**Table 1: Compost to Mineral Soil Amendment Ratios for Compost Manufactured Topsoil (CMT)**

Compost Condition NO <sub>3</sub> , NH <sub>4</sub> , or P (available):	Ratio (volume) Compost: Soil
exceed 2000 ppm (0.2%)	1:25
are less than 2000 ppm (0.2%), but greater than 1000 ppm (0.1%)	1:20
are less than 1000 ppm (0.1%), but greater than 500 ppm (0.05%)	1:10
are less than 500 ppm (0.05%), but greater than 250 ppm (0.025%)	1:4
are less than 250 ppm (0.1%), but greater than 100 ppm (0.05%)	2:3

Source: Lady Bird Johnson Wildflower Center, 2010

C. Erosion Control Compost (ECC)

ECC consists of compost, as specified in 2.1.A, blended with mulch in a ratio of three (3) parts compost to one (1) part mulch (3:1). Mulch to be in accordance with Item WC102, "Mulch."

## PART 3 – EXECUTION

### 3.1 SEQUENCING

A. CMT

Initiate site preparation, CMT and fine grading prior to any native grass and wildflower seeding as specified in the plans or as directed to disturbed roadside areas and channels. If road base operations have not been completed, exclude site preparation and CMT installation fifteen (15) ft. from the road pavement.

B. ECC

Initiate site preparation, topsoil installation, fine grading, and ECC topdressing installation prior to any grass and wildflower seeding as specified in the plans or as directed to disturbed roadside areas and channels. If road base operations have not been completed, exclude site preparation and ECC topdressing installation fifteen (15) ft. from the road pavement.

C. Following road pavement, initiate specified CMT or ECC installation prior to grass and wildflower seeding to remaining disturbed areas, as specified in the plans or as directed.

### 3.2 CONSTRUCTION

A. Site Preparation

1. Remove debris, unsatisfactory soil materials, and obstructions from surface prior to CMT or ECC installation.
2. Remove top growth of vegetation to remain by mowing to a six (6) inch height to ensure that the CMT or ECC contacts the surface material.
3. CMT and ECC should not be installed onto compacted soil. Scarify or break the surface of the soil with a flexible tine harrow one (1) to two (2) inches in depth.

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## B. Installation

1. Apply CMT or ECC evenly at depths and locations as indicated in the drawings or as directed.
2. Installation method of the CMT or ECC is to be determined by the Contractor and submitted for approval. Any of the following are acceptable methods of installation:
  - a. By hand raking
  - b. By mechanized spreader
  - c. By a pneumatic blower – Seed can be mixed with CMT or ECC during this application. Reference Item 164-WC001, "Seeding for Erosion Control."
3. Depending on slope, accessibility of location, and rockiness of the terrain, the Contractor is to select an approved installation method that is the least invasive to the adjacent areas.
4. Spread the CMT or ECC to a uniform loose cover at the thickness specified.
5. Till the CMT to a depth no less than four (4) inches to integrate into the subsoil.
6. Lightly rake the ECC compost to ensure good seed to compost contact.
7. Apply ECC at least three (3) ft. over the shoulder of a slope to prevent rill formation and erosion of compost.
8. Do not apply ECC on surfaces with a slope greater than 4:1.
9. Do not apply on surfaces that are muddy, frozen, or contain frost or ice.
10. Do not roll or tamp CMT or ECC.
11. Do not compact the CMT or ECC after application with heavy equipment or foot traffic.

## 3.3 MAINTENANCE

## A. Requirements

1. Maintain CMT or ECC in a functional condition at all times and correct deficiencies immediately until acceptance of project.
2. Install additional CMT or ECC as directed by the Owner's Representative after inspection.
3. Protect areas from traffic and repair or re-establish if damaged or compacted.
4. Restore appearance, quality, and condition to match adjacent work if damaged.

## B. Schedule

1. The CMT or ECC should be inspected weekly until native grass is established, in accordance with the Stormwater Pollution Prevention Plan (SW3P), and within 24 hours of every one-half (½) inch or greater rain event until project completion.

END OF SECTION

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## Special Provision 164-WC001

### Seeding for Erosion Control

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For this project, Item 164, "Seeding for Erosion Control," of the Standard Specifications, is hereby voided and replaced in its entirety with the clauses and requirements below.

#### PART 1 – GENERAL

##### 1.1 DESCRIPTION

Provide and install native grass seeding as shown in the plans or as directed.

##### 1.2 RELATED ITEMS

- A. Item 161-WC001, "Compost"
- B. Item 168-WC001, "Vegetative Watering"
- C. Item 160-WC001, "Topsoil"
- D. Item 636, "Aluminum Signs"
- E. Item 644, "Small Roadside Sign Supports and Assemblies"

##### 1.3 REFERENCES

- A. Federal Seed Act
- B. Texas Seed Law
- C. Texas Fertilizer Law

##### 1.4 MEASUREMENT

This item will be measured by the square yard.

##### 1.5 PAYMENT

- A. The work performed and the materials furnished in accordance with the seeding Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Seeding for Erosion Control." This price is full compensation for furnishing materials, including seed, fertilizer, mowing, labor, equipment, maintenance, tools, supplies, and incidentals.
- B. When humic acid or MycoApply Endo are specified on the plans as a pay item, the work performed and the material furnished will be paid for at the unit price bid for "Humic Acid" or "MycoApply Endo" at the application rates specified. This price is full compensation for furnishing materials, labor, equipment, water, tools, supplies, and incidentals.

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**1.6 QUALITY CONTROL SUBMITTALS**

- A. Submit seeding product data, including plant tags and seed certification for native grass seed mix for approval.
- B. Submit seed planting equipment method, manufacturer, and data for approval.
- C. Submit product data and sample for sign in accordance with Tex-726-I.
- D. Submit humic acid and MycoApply Endo product data and supplier's information for approval.
- E. Submit fertilizer analysis, manufacturer, and product data for approval.

**PART 2 – PRODUCTS****2.1 MATERIALS****A. Native Grass Seed**

Provide seed as shown in the plans or as directed, using Tables 1 – 11 to determine the appropriate seed mix and rates, and meeting the requirements of the Federal Seed Act and Texas Seed Law, including the testing and labeling for pure live seed (PLS = Purity and Germination). Minimum purity shall be 50%. The seed test to be conducted by the State Seed Laboratory, and a seed test report shall be submitted in accordance with 1.6, "Quality Control Submittals." Each type (mix) of seed must be mixed by the supplier and delivered in labeled and unopened bags or containers, unless otherwise approved by the Owner's representative. Do not blend the seed mixes on site. Use within twelve (12) months from that date of analysis. When Buffalograss is specified, use seed treated with KNO<sub>3</sub> (potassium nitrate) to overcome dormancy.

Parts A and B of the seed mix tables are the primary seed mixes for application. Part A is not required unless shown in the plans. In the event that a species in Part A or B of the mixes is not seasonally available, coordinate with the seed supplier to designate substitute species and quantities in the mix using Part C of the tables. Substitutions will only be allowed at the discretion of the County.

Seeds must be stored in a dry, well-ventilated location away from contaminants. Seed storage humidity level should be lower than 75%. Store any unused seed in a water resistant container. If seed will be stored longer than one (1) year, the optimal temperature range would be 40°F – 60°F.

During transit (from storage to sowing), seed should be protected from dramatic temperature fluctuations day after day; temperature cannot exceed 100°F at any time. Seed must remain dry and protected from sun exposure. The transit period may not exceed ten (10) days.

Obtain native grass seed from any three of the approved providers:

- 1. Native American Seed, Junction TX  
(800) 728-4043
- 2. Wildseed Farms, Fredericksburg, TX  
(800) 848-0078
- 3. Douglass King Company, San Antonio, TX  
(888) 357-3337

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Table 1: Type 1 – Tall Native Grass Seed Mix with Wildflowers for Edward's Plateau and Blackland Prairie Eco-Regions

Part A: Wildflowers		
Species	Common Name	lbs. per acre
Cassia (Chamaecrista) fasciculata	Partridge Pea	5.00
Centaurea americana	American Basketflower	5.00
Coreopsis tinctoria	Plains Coreopsis	2.00
Desmanthus illinoensis	Illinois Bundleflower	3.75
Engelmannia pinnatifida (Engelmannia peristenia)	Engelmann Daisy (Cutleaf Daisy)	9.00
Gaillardia pulchella	Indian Blanket	7.50
Helianthus maximiliani	Maximilian Sunflower	2.00
Ipomopsis rubra	Standing Cypress	3.00
Monarda citriodora	Lemon Mint	1.50
Oenothera speciosa	Pink Evening Primrose	0.50
Rudbeckia hirta	Black-eyed Susan	0.50
Thelesperma filifolium	Greenthread	2.00
		41.75
Part B: Grasses		
Species	Common Name	lbs. per acre
Bouteloua curtipendula	Sideoats Grama	14.00
Bouteloua gracilis	Blue Grama	15.00
Buchloe dactyloides	Buffalograss	6.00
Elymus canadensis	Canada (Prairie) Wildrye	10.00
Leptochloa dubia	Green Sprangletop	4.00
Panicum virgatum	Switchgrass (Upland)	2.00
Schizachyrium scoparium	Little Bluestem	4.00
Sorghastrum nutans	Indian Grass	3.00
		58.00
Part C: Replacement Species and/or Species Added for Increased Diversity		
Species	Common Name	lbs. per acre
Andropogon gerardii	Big Bluestem	4.00
Argemone albiflora	White Prickly Poppy	3.00
Bothriochloa laguroides	Silver Bluestem	
Bouteloua rigidiseta	Texas Grama Grass	2.70
Callirhoe leiocarpa	Annual Winecup	1.20
Castilleja indivisa	Indian Paintbrush	0.15
Dalea candida (Petalostemon candidus)	White Prairie Clover	1.00
Eragrostis trichoides	Sand Lovegrass	0.50
Ilixis mucronata	Gayfeather	2.50
Lindheimera texana	Texas Yellow Star	3.00
Oenothera missouriensis	Missouri Primrose	0.50
Oenothera speciosa	Pink Evening Primrose	0.50
Salvia azurea	Pitcher Sage	0.25
Salvia farinacea	Mealy Blue Sage	1.50
Simsia calva	Bush Sunflower	1.75
Solidago nemoralis	Grey Goldenrod	1.75
"Midway Mix" (Native American Seed)	Grasses 1 ft. – 2 ft. tall	2.50

Source: Lady Bird Johnson Wildflower Center, 2010

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Table 2: Type 2 – Tall Native Grass Seed Mix with Wildflowers for Post Oak Savanna Eco-Region

Part A: Wildflowers		
Species	Common Name	lbs. per acre
Cassia (Chamaecrista) fasciculata	Partridge Pea	5.00
Centaurea americana	American Basketflower	5.00
Coreopsis tinctoria	Plains Coreopsis	1.00
Desmanthus illinoensis	Illinois Bundleflower	3.75
Engelmannia pinnatifida (Engelmannia peristenia)	Engelmann Daisy (Cutleaf Daisy)	9.00
Ipomopsis rubra	Standing Cypress	3.00
Monarda citriodora	Lemon Mint	1.50
Oenothera speciosa	Pink Evening Primrose	0.25
Rudbeckia hirta	Black-eyed Susan	0.50
Thelesperma filifolium	Greenthread	2.00
		31.00
Part B: Grasses		
Species	Common Name	lbs. per acre
Bouteloua curtipendula	Sideoats Grama	14.00
Bouteloua gracilis	Blue Grama	15.00
Buchloe dactyloides	Buffalograss	6.00
Elymus canadensis	Canada Wildrye	10.00
Eragrostis trichoides	Sand Lovegrass	0.50
Panicum virgatum	Switchgrass (Upland)	10.00
Schizachyrium scoparium	Little bluestem (Native)	4.00
Sporobolus cryptandrus	Sand Dropseed	1.00
Sorghastrum nutans	Indian Grass	3.00
		63.5
Part C: Replacement Species and/or Species added for Increased Diversity		
Species	Common Name	lbs. per acre
Andropogon gerardii	Big Bluestem Grass	2.00
Argemone albiflora	White Prickly Poppy	2.00
Asclepias tuberosa	Butterfly Weed	2.50
Bouteloua rigidiseta	Texas Grama Grass	2.25
Callirhoe leiocarpa	Annual Winecup	1.00
Castilleja indivisa	Indian Paintbrush	0.15
Corydalis curvisiliqua	Scrambled Eggs	0.50
Iatris mucronata	Gayfeather	2.25
Lindheimera texana	Texas Yellow Star	3.00
Salvia azurea	Pitcher Sage	1.50
Salvia farinacea	Mealy Blue Sage	1.50
Simsia calva	Bush Sunflower	1.25
Tridens flavus	Purpletop (Grass)	2.25
"Midway Mix" (Native American Seed)	Grasses 1 ft. – 2 ft. tall	2.00

Source: Lady Bird Johnson Wildflower Center, 2010

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Table 3: Type 3 – Riparian Native Grass Seed Mix for Edward's Plateau, Blackland Prairie, and Post Oak Savannah Eco-Regions

Part A: Wildflowers		
Species	Common Name	lbs. per acre
<i>Centaurea Americana</i>	American Basketflower	5.00
<i>Coreopsis tinctoria</i>	Plains Coreopsis	4.00
<i>Desmanthus illinoensis</i>	Illinois Bundleflower	7.50
<i>Engelmannia pinnatifida</i> ( <i>Engelmannia peristenia</i> )	Engelmann Daisy (Cutleaf Daisy)	9.00
<i>Helianthus maximiliani</i>	Maximilian Sunflower	2.00
<i>Oenothera speciosa</i>	Pink Evening Primrose	0.50
<i>Rudbeckia (Dracopis) amplexicaulis</i>	Clasping Coneflower	3.00
		31.00
Part B: Grasses		
Species	Common Name	lbs. per acre
<i>Bouteloua curtipendula</i>	Sideoats Grama	14.00
<i>Bouteloua gracilis</i>	Blue Grama	15.00
<i>Buchloe dactyloides</i>	Buffalograss	6.00
<i>Elymus canadensis</i>	Canada (Prairie) Wildrye	10.00
<i>Leptochloa dubia</i>	Green Sprangletop	4.00
<i>Panicum virgatum</i>	Switchgrass (Upland)	2.00
<i>Schizachyrium scoparium</i>	Little Bluestem	4.00
<i>Sorghastrum nutans</i>	Indian Grass	3.00
<i>Tripsacum dactyloides</i>	Eastern Gamagrass	10.00
		68.00
Part C: Replacement Species and/or Species Added for Increased Diversity		
Species	Common Name	lbs. per acre
<i>Andropogon gerardii</i>	Big Bluestem	1.00
<i>Andropogon glomeratus</i>	Bushy Bluestem Grass (for moist areas)	0.50
<i>Chasmanthium latifolium</i>	Inland Sea Oats	1.50
<i>Physostegia intermedia</i>	Obedient Plant	0.50
<i>Solidago altissima (S. canadensis)</i>	Tall Goldenrod	0.75
<i>Solidago gigantea</i>	Giant Goldenrod	0.75
<i>Salvia azurea</i>	Pitcher Sage	0.75
"Midway Mix" (Native American Seed)	Grasses 1 ft. – 2 ft. tall	2.50

Source: Lady Bird Johnson Wildflower Center, 2009

Table 4: Type 4 – Cool Season Native Grass Seed Mix for Edward's Plateau, Blackland Prairie, and Post Oak Savannah Eco-Regions

Species	Common Name	lbs. per acre
<i>Elymus canadensis</i>	Prairie Wildrye	10.00
<i>Pascopyrum smithii</i>	Western Wheatgrass	9.00
<i>Dalea candida (var. candida)</i>	White Prairie Clover	3.00
		22.00

Source: Lady Bird Johnson Wildflower Center, 2009

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Table 5: Type 5 – Standard Native Grass Seed Mix for Edward's Plateau and Blackland Prairie Eco-Regions

Species	Common Name	lbs. per acre
Bouteloua curtipendula	Sideoats grama	14.00
Bouteloua gracilis	Blue grama	15.00
Buchloe dactyloides	Buffalograss	6.00
Elymus canadensis	Canada wildrye	10.00
Leptochloa dubia	Green sprangletop	4.00
Panicum virgatum	Switchgrass (upland variety)	2.00
Schizachyrium scoparium	Little bluestem (native)	4.00
Sorghastrum nutans	Indian grass	3.00
		58.00

Source: Lady Bird Johnson Wildflower Center, 2009

Table 6: Type 6 – Standard Native Grass Seed Mix for Post Oak Savannah Eco-Region

Species	Common Name	lbs. per acre
Bouteloua curtipendula	Sideoats grama	14.00
Bouteloua gracilis	Blue grama	15.00
Buchloe dactyloides	Buffalograss	6.00
Elymus canadensis	Canada wildrye	10.00
Eragrostis trichoides	Sand lovegrass	0.50
Panicum virgatum	Switchgrass (upland variety)	10.00
Schizachyrium scoparium	Little bluestem (native)	4.00
Sporobolus cryptandrus	Sand dropseed	1.00
Sorghastrum nutans	Indian grass	3.00
		63.50

Source: Lady Bird Johnson Wildflower Center, 2009

Table 7: Type 7 – Standard Short Native Grass Seed Mix for Edward's Plateau and Blackland Prairie Eco-Regions

Part A: Wildflowers		
Species	Common Name	lbs. per acre
Cassia (Chamaecrista) fasciculata	Partridge Pea	5.00
Coreopsis tinctoria	Plains Coreopsis	1.00
Lupinus texensis	Bluebonnet	15.00
Gaillardia pulchella	Indian Blanket	10.00
Mondarda citriodora	Lemon Mint	3.00
Oenothera speciosa	Pink Evening Primrose	0.50
Rudbeckia hirta	Black-eyed Susan	2.00
Thelesperma filifolium	Greenthread	1.50
		38.00
Part B: Grasses		
Species	Common Name	lbs. per acre
Bouteloua curtipendula	Sideoats Grama	21.00
Bouteloua gracilis	Blue Grama	35.00
Buchloe dactyloides	Buffalograss	50.00
Elymus Canadensis	Prairie Wildrye	10.00
Eragrostis trichoides	Sand Lovegrass	0.50
		116.5

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Part C: Replacement Species and/or Species added for Increased Diversity		
Species	Common Name	lbs. per acre
<i>Bouteloua rigidiseta</i>	Texas Gama Grass	2.25
<i>Callirhoe leiocarpa</i>	Annual Winecup	1.00
<i>Castilleja indivisa</i>	Indian Paintbrush	0.15
<i>Corydalis curvisiliqua</i>	Scrambled Eggs	0.50
<i>Iatris mucronata</i>	Gayfeather	2.25
<i>Oenothera missouriensis</i>	Missouri Primrose	1.75
<i>Dalea candida</i> ( <i>Petalostemon candidus</i> )	White Prairie Clover	0.75
<i>Salvia farinacea</i>	Mealy Blue Sage	1.50
<i>Simsia calva</i>	Bush Sunflower	1.75
"Midway Mix" (Native American Seeds)	Grasses 1 ft. – 2 ft. tall	2.50

Source: Lady Bird Johnson Wildflower Center, 2010

Table 8: Type 8 – Standard Short Native Grass Seed Mix For Post Oak Savannah Eco-Region

Part A: Wildflowers		
Species	Common Name	lbs. per acre
<i>Cassia (Chamaecrista) fasciculata</i>	Partridge Pea	5.00
<i>Centaurea americana</i>	American Basketflower	5.00
<i>Coreopsis tinctoria</i>	Plains Coreopsis	2.00
<i>Desmanthus illinoensis</i>	Illinois Bundleflower	3.75
<i>Engelmannia pinnatifida</i>	Engelmann Daisy (Cutleaf Daisy)	9.00
<i>Gaillardia pulchella</i>	Indian Blanket	7.50
<i>Ipomopsis rubra</i>	Standing Cypress	3.00
<i>Mondardo citriodora</i>	Lemon Mint	1.50
<i>Oenothera speciosa</i>	Pink Evening Primrose	0.25
<i>Rudbeckia herta</i>	Black-eyed Susan	0.50
<i>Thelesperma filifolium</i>	Greenthread	2.00
		39.50
Part B: Grasses		
Grasses	Species	lbs. per acre
<i>Bouteloua curtipendula</i>	Sideoats Grama	14.00
<i>Bouteloua gracilis</i>	Blue Grama	15.00
<i>Buchloe dactyloides</i>	Buffalograss	6.00
<i>Elymus canadensis</i>	Canada Wildrye	10.00
<i>Schizachyrium scoparium</i>	Little Bluestem (Native)	8.00
		53.00
Part C: Replacement Species and/or Species added for Increased Diversity		
Grasses	Species	lbs. per acre
<i>Argemone albiflora</i>	White Prickly Poppy	2.50
<i>Bouteloua rigidiseta</i>	Texas Grama Grass	2.75
<i>Callirhoe leiocarpa</i>	Annual Winecup	1.00
<i>Castilleja indivisa</i>	Indian Paintbrush	0.15
<i>Eragrostis trichoides</i>	Sand Lovegrass	0.50
<i>Iatris mucronata</i>	Gayfeather	2.50

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Lindheimera texana	Texas Yellow Star	3.00
Oenothera missouriensis	Missouri Primrose	0.50
Oenothera speciosa	Pink Evening Primrose	0.25
Salvia azurea	Pitcher Sage	0.75
Salvia farinacea	Mealy Blue Sage	1.50
Simsia calva	Bush Sunflower	1.25
"Midway Mix" (Native American Seeds)	Grasses 1 ft. – 2 ft. tall	2.50

Source: Lady Bird Johnson Wildflower Center, 2010

Table 9: Type 9 – Bare Patch Repair Mix for Edward's Plateau, Blackland Prairie, and Post Oak Savannah Eco-Regions

Species	Common Name	lbs. per acre
Bouteloua curtipendula	Sideoats grama	25.00
Bouteloua gracilis	Blue grama	10.00
Leptochloa dubia	Green sprangletop	10.00
		45.00

Source: Lady Bird Johnson Wildflower Center, 2009

Table 10: Type 10 – Warm Season Mix for Edward's Plateau, Blackland Prairie, and Post Oak Savannah Eco-Regions

Species	Common Name	lbs. per acre
Seleria italica	Foxtail Millet	34
		34

Table 11: Type 11 – Substitute Standard Mix for Blackland Prairie Eco-Regions

Species	Common Name	lbs. per acre
Cynodon dactylon	Bermuda	10
		10

## B. Cool Season Temporary Cover Seed

If native grass seed is to be installed during the winter period of November 8<sup>th</sup> to February 14<sup>th</sup>, then Table 4 (temporary cool season mix) must be incorporated into the native grass seed mix, as specified on the plans, or as directed.

## C. Warm Season Temporary Cover Seed

Between the dates of May 1<sup>st</sup> to August 31<sup>st</sup>, use Temporary Warm Season Seeding (Type 10) as specified on the plans, or as directed.

## D. Warm Season Permanent Cover Seed Substitute

For installation in areas with curb and gutter, substitute applicable Type 7 or Type 8 Standard Short Native Grass Seed in lieu of Tall Native selections.

## E. Substitute Standard Mix for Blackland Prairie Eco-Regions

Table 11 (Type 11) may be substituted in areas where adjacent private property employs the use of herbicides which limits the plant establishment of specified seasonal seeding.

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## F. Compost Manufactured Topsoil (CMT) and Erosion Control Compost (ECC)

As specified in Item 161–WC001, "Compost."

## G. Topsoil

As specified in Item 160–WC001, "Topsoil."

## H. Humic Acid

Humic Acid can be obtained from the following supplier or approved equal:

1. Medina Agriculture Products  
(830) 426-3011

## I. Fertilizer

Use a complete fertilizer containing nitrogen (N), phosphoric acid (P), and potash (K) nutrients. Ensure at least 50% of the nitrogen component is a slow-release sulfur-coated urea. Ensure that fertilizer is in an acceptable condition for distribution in containers labeled with product analysis. Fertilizer is subject to testing in accordance with Texas Fertilizer Law. Deliver and apply the complete fertilizer uniformly, as a dry material, at a rate equal to 60 lbs. of nitrogen per acre or at the analysis and rate specified on the plans.

## J. Mycorrhizal Fungi

MycoApply Endo, produced by Mycorrhizal Applications, Inc., can be obtained from the following supplier or approved equal:

1. Horizon Distributors, Inc.  
(512) 282-2331

This product will require de-chlorinated, clean, fresh water for application.

## K. Vegetative Watering

Clean, fresh, and free of substances or matter that could inhibit vigorous growth of plants. As specified in Item 168–WC001, "Vegetative Watering."

## L. No Mowing Notice Sign

As specified in Item 636, "Aluminum Signs."

## M. Sign Support

As specified in Item 644, "Small Roadside Sign Supports and Assemblies."

**PART 3 – EXECUTION****3.1 SEQUENCING**

- A. Following fine grading and topsoil or compost/fertilizer installation, initiate seed installation as specified in the plans or as directed to disturbed roadside areas and channels. If road base operations have not been completed, exclude seeding install fifteen (15) ft. from the road pavement.

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- B. Following road pavement, initiate seed installation following grading and topsoil or compost/fertilizer installation to remaining disturbed areas, as specified in the plans or as directed.
- C. Install no mowing notice signs in accordance with the plans or as directed at time of Final Acceptance.

**3.2 CONSTRUCTION****A. Installation**

- 1. Remove and dispose of objectionable material from the topsoil source before beginning the work.

**B. Site Preparation**

- 1. Remove all invasive species.
  - a. Invasive weeds, either living plants or weed seed, shall be minimized at the site using appropriate herbicide application and/or weed-free soil amendments. Mow, burn, or apply herbicides as needed to control unwanted vegetation as directed.
- 2. Seed should not be installed onto compacted soil. Scarify or break the surface of the soil with a flexible tine one (1) to two (2) inches in depth in the area to be seeded.
- 3. Apply specified compost/fertilizer and/or topsoil to the seeding surface (refer to plans for required depth).
- 4. Humic Acid concentrate shall be mixed with clean, fresh water prior to application. Apply humic acid and water mixture to all areas to receive any type of native grass seeding at the rate of one (1) gallon of humic acid concentrate per acre (or 0.16 teaspoons per square yard).
- 5. MycoApply Endo shall be mixed with de-chlorinated, clean, fresh water prior to application. The water MUST be de-chlorinated or the fungi in the MycoApply Endo will die. Apply MycoApply Endo mixture to all areas to receive any type of native grass seeding at the rate of 10 lbs. per acre (or 0.0336 ounces per square yard).
- 6. The humic acid and the MycoApply Endo can be mixed together with de-chlorinated water and applied to areas to receive any native grass seeding at the same time. The water MUST be de-chlorinated or the fungi in the MycoApply Endo will die.
- 7. Seed area in accordance with the plans or as directed, with regard to installation specification below.

**C. Installation**

Apply the entire specified amount of seed to the area to be seeded. Application rates should be set to allow at least two complete passes over seeding area so the area is completely and evenly covered. Lightly rake compost and/or topsoil to ensure good seed contact. Seeds should not be buried at a depth over ¼ inches.

**1. Broadcast Seeding**

All areas shown to be seeded in the plans must be broadcast unless otherwise directed by the Engineer. Broadcast seed using hand or mechanical distribution in a uniform manner. Coordinate the application rate setting with the Owner's Representative prior to application. Apply seed on the surface of compost or topsoil. The seedbed should be culti-packed or rolled before and after seeding to ensure seed contact with the soil. Roll the seeding areas along slope contours. Wind speed should be fifteen (15) mph or less during seeding. Up to one-third ( $\frac{1}{3}$ ) of the seed may remain on top of the soil surface.

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## 2. No-Till Drill Seeding

No-till drill seeding should only be used when directed by the Engineer. Use a no-till drill to reduce the risk of erosion and loss of seed. Ensure the drill opening size is adequate to allow free movement of full range of seed sizes being planted. Coordinate the application rate setting with the Owner's Representative prior to application. Plant seed parallel to the contour of the slopes.

## 3. Pre-mixing Seed with Compost (CMT and ECC)

Apply uniform dry mixture of seed and compost pneumatically only as directed by the Engineer in areas shown in the plans to a depth not to exceed two (2) inches. Pre-mixing the seed with compost will aid in a uniform application of seed.

## D. Seeding Schedule

1. The preferred time to seed is from September 21<sup>st</sup> to November 7<sup>th</sup> to take advantage of winter rains.

2. Native Grass Seeding Schedule:

Table 12: Seeding Schedule

	<b>*OPTIMUM PLANTING TIME*</b>			
	Fall Seeding	Winter Seeding	Spring Seeding	Summer Seeding
Seeding Dates	Sept. 21 <sup>st</sup> – Nov. 7 <sup>th</sup>	Nov. 8 <sup>th</sup> – Feb. 14 <sup>th</sup>	Feb. 15 <sup>th</sup> – June 15 <sup>th</sup>	June 16 <sup>th</sup> – Sept. 20 <sup>th</sup>
Grass Type	Type 1 Type 2 Type 5 Type 7 Type 8 Type 9 Type 11	Type 1 Type 2 Type 5 Type 6 Type 7 Type 9 Type 11	Type 5 or 6	Type 10
		PLUS	PLUS (Only if Directed)	PLUS
Supplemental Grass		Apply the Table 4: Type 4 Cool Season Non-Native Grass Seed Mix	Apply the Table 2: Type 2 Wildflower Seed Mix in the next Fall Seeding Time Period	Apply the Permanent Type 1, Type 3, or Type 5 Grass Mix in the Fall Seeding Time Period

## E. Vegetative Watering

Provide vegetative watering to seeded areas shown on the plan immediately after seed installation for healthy vegetative establishment, in accordance with Item 168-WC001, "Vegetative Watering" or as directed.

## F. No Mow Signs

At final acceptance, post signs at locations indicated on the plans or as directed to prevent mowing of established native grass stands.

## 3.3 MAINTENANCE

## A. Requirements

1. Maintain the native grass areas during and after construction until the certificate of completion is issued.

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2. Maintain the ECC if the seeding time falls in the summer period. Seed the specified grass mix when the fall seeding period begins.
  3. Maintain native grass areas to establish vigorous growth and plant establishment of native grass mix. Establish an overall vegetative cover of 70% – 80% minimum with no single bare area larger than 100 SF. Areas should have at least 30% of species diversity and be four (4) to six (6) inches in height.
  4. Watering of the native grass seed shall be in accordance with Item 168-WC001, "Vegetative Watering."
  5. Posted signs should be repaired or replaced immediately if found to be damaged or missing.
- B. Schedule
1. Inspect the grass areas weekly and within 24 hours after each rain event of one-half (½) inch or more. Restore eroded areas to finished grade and reseed.
  2. Reseed areas that have not established if grass cover is less than 80% of coverage (TCEQ, 2005).
  3. Inspect seeded areas every two weeks during establishment phase to check for invasive species, refer to Invasive Species Control.

END OF SECTION

168-WC001

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## Special Provision 168-WC001

### Vegetative Watering

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For this project, Item 168, "Vegetative Watering," of the Standard Specifications, is hereby voided and replaced in its entirety with the clauses and requirements below.

#### PART 1 – GENERAL

##### 1.1 DESCRIPTION

Provide and distribute water to promote growth of vegetation as specified or as directed.

##### 1.2 RELATED ITEMS

- A. Item 164-WC001, "Seeding for Erosion Control"
- B. Item WC104, "Wildflower Seeding"
- C. Item 170, "Irrigation System"

##### 1.3 MEASUREMENT

This item will be measured by the 1000 gallons as applied.

##### 1.4 PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Vegetative Watering." This price is full compensation for furnishing and operating watering equipment and measuring devices for furnishing and applying water, including hauling, equipment, labor, and incidentals.

##### 1.5 QUALITY CONTROL SUBMITTALS

- A. Submit water source and technique of application for approval.
- B. Submit a layout drawing and shop drawings of the temporary irrigation system (drip or rotor/spray irrigation) for approval.
- C. Submit a report of pH and soluble salt levels of the irrigation water for approval prior to installation.
- D. Submit a weekly report for each delivery of water per water truck, if source of water is off-site.

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**PART 2 – PRODUCTS****2.1 MATERIALS****A. Water**

Use water that is clean and free of industrial wastes and other substances harmful to the growth of vegetation. Do not incorporate fertilizer into the water for irrigation. The pH should be between 6.5 and 8.4 to be acceptable for use as irrigation water (MSUES, 2009). Soluble salt levels between 0 and 1,500 mmhos/cm are acceptable for use (CTIP, 2008).

**B. Temporary Irrigation**

For materials, refer to Item 170, "Irrigation System."

**PART 3 – EXECUTION****3.1 SEQUENCING**

A. Vegetative watering shall commence following installation of seeding and plants.

**3.2 CONSTRUCTION****A. Schedule**

1. Apply vegetative watering in the appropriate quantities and frequencies shown in Table 2 for native grass and wildflower seeded areas and Table 3 for planted trees and shrubs or to replace moisture loss per evapotranspiration (ET) rate, whichever is greater. Significant on-site rainfall of one-half (½) inch or greater allows the postponement of watering until the next scheduled irrigation.
2. Daily ET rates for the County may be found at this AgriLife Extension website: <http://texaset.tamu.edu/>

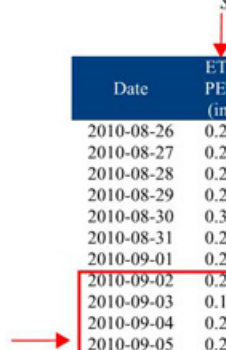
See an example as shown in Table 1.

How to use this table: Look at the first column, ETo, for the inches of water lost per day in evapotranspiration. Add the inches for the last 7 or 14 days (depending on your watering phase shown in Tables 2 and 3) of ETo to get the total number of inches lost by evapotranspiration. This is the amount of watering that needs to be applied to the vegetation at the frequency given in Tables 2 and 3.

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Table 1: ET and Weather Data – 14 Day Table (for example only)

Georgetown II Weather Station  
Station Sponsored by : Williamson County Extension



Date	ETo PET (in)	Tmax (F)	Tmin (F)	RHmin (%)	Solar (MJm2)	Rain (in)	Wind 4am (mph)	Wind 4pm (mph)
2010-08-26	0.20	90	76	35	15.47	0.00	4.91	4.15
2010-08-27	0.25	93	67	21	26.20	0.00	0.33	7.51
2010-08-28	0.24	95	62	23	26.05	0.00	0.10	4.28
2010-08-29	0.29	95	70	32	22.64	0.00	8.42	8.55
2010-08-30	0.30	96	78	38	20.19	0.00	8.73	8.46
2010-08-31	0.27	95	75	41	21.45	0.00	5.91	6.64
2010-09-01	0.28	95	77	38	21.56	0.00	5.55	6.35
2010-09-02	0.22	91	77	49	17.02	0.00	8.52	6.62
2010-09-03	0.16	84	71	49	11.92	0.18	1.34	9.83
2010-09-04	0.25	88	69	37	23.25	0.00	4.65	6.88
2010-09-05	0.24	91	67	32	23.00	0.00	0.49	6.55
2010-09-06	0.20	89	69	54	18.45	0.05	2.96	11.46
2010-09-07	0.06	77	72	84	2.64	4.74	4.73	14.46
2010-09-08	0.11	83	74	73	7.36	4.69	12.68	4.04
14 Day Summary	3.07	90	72	43	18.37	9.66	4.95	7.56

Note: Reported are the average hourly values, not the absolute highs and lows.

Source: AgriLIFE EXTENSION - Texas A&M System

Table 2: Vegetative Watering Schedule for Native Grass, Wildflower Seeding, and Live Root Plantings

Time Period	Irrigation Application Amount*	Frequency**
Day of Installation	Min. 1 inch	Min. 2 times per day
Phase 1 – Next 10 days	Min. 1 inch	Min. 1 time per day (no rain)
Phase 2 – Next 14 days	Min. 1 inch or replace weekly ET	Min. 2 times per week (no rain or dew)
Phase 3 – Until Plant Establishment	Min. 1.5 inches or replace weekly ET	Min. 1 time per every other week, or as necessary***

Source: Adapted from COA, 2009 & TCEQ, 2005.

**Note 1:** \*5.6 gallons per square yard = 1 inch of applied water

**Note 2:** \*\*Reduce irrigation frequency if during period of seasonal rains, since the watering frequency will greatly depend on the time of year. Deviations from the above watering schedule should be approved.

**Note 3:** \*\*\*Irrigation in Phase 3 should pause during the dormant season, beginning on December 15<sup>th</sup>, and should be reinstated beginning February 15<sup>th</sup>.

**Note 4:** Reference Item 164-WC001, "Seeding for Erosion Control" 3.3 Maintenance Requirements for plant establishment specifications.

**Note 5:** Stop irrigation if there is puddling.

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Table 3: Vegetative Watering Schedule for Planted Trees and Shrubs

Time Period	Irrigation Application Amount*	Frequency**
Day of Installation	Saturate Root Depth	Min. 1 times per day
Phase 1 – Next 14 days	Saturate Root Depth	Min. 1 time per every other day, or as necessary
Phase 2 – Until Plant Establishment	Saturate Root Depth	Min. 1 time per week, or as necessary***

Source: Adapted from COA, 2009 & TCEQ, 2005.

**Note 1:** \*5.6 gallons per square yard = 1 inch of applied water

**Note 2:** \*\*Reduce irrigation frequency if during period of seasonal rains, since the watering frequency will greatly depend on the time of year. Deviations from the above watering schedule should be approved.

**Note 3:** \*\*\*Irrigation in Phase 2 should pause during the dormant season, beginning on December 15<sup>th</sup>, and should be reinstated beginning February 15<sup>th</sup>.

**Note 4:** Stop irrigation if there is puddling.

B. General Guidelines:

1. Contractor should determine the vegetative watering technique (temporary drip irrigation, temporary rotor or spray irrigation, or water truck) most appropriate for the project if not specified in the plans.
2. After approval of drip or rotor/spray irrigation technique (if selected as the appropriate technique), produce shop drawings for these systems for approval by the Engineer.
3. Apply water to all newly vegetated areas as shown on the plans or as directed.
4. Irrigation water should not cause excessive run-off.
5. Water should ensure 100% coverage on all seeded and planted areas.
6. Overspray onto pavement is not allowed.

C. Temporary drip irrigation guidelines:

1. Install temporary drip irrigation lines per approved shop drawings.
2. Irrigation system should provide coverage to 100% of plant establishment areas.
3. Drip irrigation water should come from one of the following sources, submit water source for approval.
  - a. Tie into existing water source or well.
  - b. Pump water from nearby creek or river with the use of a generator. Obtain approval from Construction Observer prior to pumping.
  - c. Tie temporary irrigation line to a water truck.
  - d. Store water in a storage tank and locate at the highest elevation on the site to effectively move water to each emitter through pressure.
4. Pressure compensating emitters should be used on hilly sites.

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5. Two emitters should be placed at each plant to ensure adequate watering in case one emitter becomes clogged.
  6. Drip system components may consist of barbed emitters in polyethylene tubing or in-line emitter tubing. Spaghetti tubing from multi-nozzle emitter heads should not be used due to ease of damage and numerous parts involved.
  7. Irrigation piping and all related equipment should be removed from site at acceptance at the conclusion of the establishment period.
- D. Temporary rotor or spray irrigation guidelines:
1. Install temporary rotor or spray irrigation lines per approved shop drawings.
  2. Irrigation system should provide coverage to 100% of plant establishment areas.
  3. Rotor or spray water should come from one of the following sources, submit water source to Owner's representative for approval.
    - a. Tie into existing water source or well.
    - b. Pump water from nearby creek or river with the use of a generator. Obtain approval from Construction Observer prior to pumping.
    - c. Tie temporary irrigation line to a water truck.
    - d. Store water in a storage tank and locate at the highest elevation on the site to effectively move water to each emitter through pressure.
  4. Pressure compensating emitters shall be used on hilly sites.
  5. Collect water lines and all irrigation equipment at the conclusion of the establishment period.
- E. Water truck distribution:
1. Furnish and operate water truck equipment to apply water at a uniform and controllable rate that does not scour or erode the soil or seeding bed or wash away seeds or plantings. Applying water in multiple passes may be necessary to avoid scouring or erosion.
  2. The water truck operator should not drive within designated seeding or planting areas.
  3. The water spray should be directed upwards to distribute the water force and reduce potential erosion.

**3.3 MAINTENANCE**

- A. The contractor should maintain the irrigation system and inspect designated seeding or planting areas after each watering to ensure adequate water distribution. If erosion or seed washout occurs, soil and compost shall be restored to finished grade and the area shall be reseeded (refer to Item 164-WC001, "Seeding for Erosion Control").
- B. Irrigation water lines should remain intact and functioning during the establishment period. The contractor should inspect equipment, including drip lines, connectors, and main lines on a regular basis to ensure that they are operable and do not leak. Broken water lines should be repaired immediately.

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- C. The site should be inspected after irrigation applications to ensure watering trucks have not eroded soil or compost or washed out seeds or plants. Soils compacted by water trucks are to be ripped. Refer to Item WC101, "Soil Ripping." Damaged areas should be regraded and reseeded immediately.

END OF SECTION

300-009

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## Special Provision to Item 300

### Asphalts, Oils, and Emulsions

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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.

**Article 300.2., "Materials."** The first paragraph is voided and replaced by the following.

Provide asphalt materials that meet the stated requirements when tested in accordance with the referenced Department, AASHTO, and ASTM test methods. Use asphalt containing recycled materials only if the recycled components meet the requirements of Article 6.9, "Recycled Materials." Provide asphalt materials that the Department has preapproved for use in accordance with Tex-545-C, "Asphalt Binder Quality Program."

Inform the Department of all additives or modifiers included in the asphalt binder as part of the facility quality plan, as required by Tex-545-C, "Asphalt Binder Quality Program," and provide that information to Department personnel. The Department reserves the right to prohibit the use of any asphalt additive or modifier.

**Section 300.2.10. "Performance-Graded Binders,"** is supplemented by the following:

Limit the use of polyphosphoric acid to no more than 0.5% by weight of the asphalt binder.

Limit the use of re-refined engine oil bottoms to no more than 5.0% by weight of the asphalt binder.

421-002

# Special Provision to Item 421

## Hydraulic Cement Concrete



Item 421, "Hydraulic Cement Concrete" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

**Article 421.4.2, "Mix Design Proportioning," Table 8** is voided and replaced by the following.

**Table 8**  
**Concrete Classes**

Class of Concrete	Design Strength, <sup>1</sup> Min $f'_c$ (psi)	Max w/cm Ratio	Coarse Aggregate Grades <sup>2,3,4</sup>	Cement Types	Mix Design Options	Exceptions to Mix Design Options	General Usage <sup>5</sup>
A	3,000	0.60	1-4, 8	I, II, I/II, IL, IP, IS, IT, V	1, 2, 4, & 7	When the cementitious material content does not exceed 520 lb./cu. yd., Class C fly ash may be used instead of Class F fly ash.	Curb, gutter, curb & gutter, conc. retards, sidewalks, driveways, back-up walls, anchors, non-reinforced drilled shafts
B	2,000	0.60	2-7				Riprap, traffic signal controller foundations, small roadside signs, and anchors
C <sup>6</sup>	3,600	0.45	1-6	I, II, I/II, IP, IS, IT <sup>7</sup> , V	1-8		Drilled shafts, bridge substructure, bridge railing, culverts except top slab of direct traffic culverts, headwalls, wing walls, inlets, manholes, concrete traffic barrier
E	3,000	0.50	2-5	I, II, I/II, IL, IP, IS, IT <sup>7</sup> , V	1-8	When the cementitious material content does not exceed 520 lb./cu. yd., Class C fly ash may be used instead of Class F fly ash.	Seal concrete
F <sup>6</sup>	Note <sup>8</sup>	0.45	2-5	I, II, I/II, IP, IS, IT <sup>7</sup> , V			Railroad structures; occasionally for bridge piers, columns, or bents
H <sup>6</sup>	Note <sup>8</sup>	0.45	3-6	I, II, I/II, III, IP, IS, IT <sup>7</sup> , V	1-5	Do not use Type III cement in mass placement concrete. Up to 20% of blended cement may be replaced with listed SCMs when Option 4 is used for precast concrete.	Precast concrete, post-tension members
S <sup>6</sup>	4,000	0.45	2-5	I, II, I/II, IP, IS, IT <sup>7</sup> , V	1-8		Bridge slabs, top slabs of direct traffic culverts, approach slabs
P	See Item 360, "Concrete Pavement."	0.50	2-3	I, II, I/II, IL, IP, IS, IT, V	1-8	When the cementitious material content does not exceed 520 lb./cu. yd., Class C fly ash may be used instead of Class F fly ash.	Concrete pavement
CO <sup>6</sup>	4,600	0.40	6	I, II, I/II, IP, IS, IT <sup>7</sup> , V	1-8		Bridge deck concrete overlay
LMC <sup>6</sup>	4,000	0.40	6-8				Latex-modified concrete overlay
SS <sup>6</sup>	3,600	0.45	4-6		1-8	Use a minimum cementitious material content of 658 lb./cu. yd. of concrete. Limit the alkali loading to 4.0 lbs./cu. yd. or less when using option 7.	Slurry displacement shafts, underwater drilled shafts

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Class of Concrete	Design Strength, <sup>1</sup> Min $f'_c$ (psi)	Max w/cm Ratio	Coarse Aggregate Grades <sup>2,3,4</sup>	Cement Types	Mix Design Options	Exceptions to Mix Design Options	General Usage <sup>5</sup>
K <sup>6</sup>	Note <sup>8</sup>	0.40	Note <sup>8</sup>	I, II, I/II, III IP, IS, IT <sup>7</sup> , V	1-8		Note <sup>8</sup>
HES	Note <sup>8</sup>	0.45	Note <sup>8</sup>	I, II, II, I/II, III		Mix design options do not apply. 700 lb. of cementitious material per cubic yard limit does not apply.	Concrete pavement, concrete pavement repair
"X" (HPC) 6,9,10	Note <sup>11</sup>	0.45	Note <sup>11</sup>	I, II, I/II, III IP, IS, IT <sup>7</sup> , V	1-5, & 8	Maximum fly ash replacement for Options 1 and 3 may be increased to 45%. Up to 20% of a blended cement may be replaced with listed SCMs for Option 4. Do not use Option 8 for precast concrete.	
"X" (SRC) 6,9,10	Note <sup>11</sup>	0.45	Note <sup>11</sup>	I/II, II, IP, IS, IT <sup>7</sup> , V	1-4, & 7	Do not use Class C Fly Ash. Type III-MS may be used where allowed. Type I and Type III cements may be used with Options 1-3, with a maximum w/cm of 0.40. Up to 20% of blended cement may be replaced with listed SCMs when Option 4 is used for precast concrete. Do not use Option 7 for precast concrete <sup>12</sup> .	

- Design strength must be attained within 56 days.
- Do not use Grade 1 coarse aggregate except in massive foundations with 4 in. minimum clear spacing between reinforcing steel bars, unless otherwise permitted. Do not use Grade 1 aggregate in drilled shafts.
- Use Grade 8 aggregate in extruded curbs unless otherwise approved.
- Other grades of coarse aggregate maybe used in non-structural concrete classes when allowed by the Engineer.
- For information only.
- Structural concrete classes.
- Do not use Type IT cements containing > 5% limestone.
- As shown on the plans or specified.
- "X" denotes class of concrete shown on the plans or specified.
- (HPC): High Performance Concrete, (SRC): Sulfate Resistant Concrete.
- Same as class of concrete shown on the plans.
- Option 7 will be allowed for precast concrete products included in Items 462, 464, and 465.

**Article 421.4.2.2, "Aggregates,"** is supplemented by the following.

Use the following equation to determine if the aggregate combination meets the sand equivalency requirement when blending fine aggregate or using an intermediate aggregate:

$$\frac{(SE_1 \times P_1) + (SE_2 \times P_2) + (SE_{ia} \times P_{ia})}{100} \geq 80\%$$

where:

- $SE_1$  = sand equivalency (%) of fine aggregate 1  
 $SE_2$  = sand equivalency (%) of fine aggregate 2  
 $SE_{ia}$  = sand equivalency (%) of intermediate aggregate passing the 3/8 in. sieve  
 $P_1$  = percent by weight of fine aggregate 1 of the fine aggregate blend  
 $P_2$  = percent by weight of fine aggregate 2 of the fine aggregate blend  
 $P_{ia}$  = percent by weight of intermediate aggregate passing the 3/8 in. sieve

**Article 421.4.2.5, "Slump,"** the second paragraph is voided and not replaced.

**421-002**

**Article 421.4.2.7, “Optimized Aggregate Gradation (OAG) Concrete,”** the first sentence of the first paragraph is voided and replaced by the following.

The gradations requirements in Table 4 and Table 6 do not apply when OAG concrete is specified or used by the Contractor unless otherwise shown on the plans.

**Article 421.4.6.2, “Delivering Concrete,”** the fifth paragraph is voided and replaced with the following:

Begin the discharge of concrete delivered in truck mixers within the times listed in Table 14. Concrete delivered after these times, and concrete that has not begun to discharge within these times will be rejected.

**Article 421.4.8.3, “Testing of Fresh Concrete,”** is voided and replaced with the following:

**Testing Concrete.** The Engineer, unless specified in other Items or shown on the plans, will test the fresh and hardened concrete in accordance with the following methods:

- Slump. Tex-415-A
- Air Content. Tex 414-A or Tex-416-A
- Temperature. Tex-422-A
- Making and Curing Strength Specimens. Tex-447-A
- Compressive Strength. Tex-418-A
- Flexural Strength. Tex-448-A
- Maturity. Tex-426-A

Flexural strength and maturity specimens will not be made unless specified in other items or shown on the plans. Concrete not meeting fresh concrete testing requirements will be rejected. Fresh concrete exhibiting segregation and excessive bleeding will be rejected.

**Article 421.4.8.3.1. “Job-Control Testing,”** is voided and not replaced.

500-WC01

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## Special Provision to Item 500

### Mobilization

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Item 500, "Mobilization," of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

**Article 500.3., "Payment."** The 6<sup>th</sup> and 7<sup>th</sup> bullet is deleted and replaced by the following:

- Upon Final Completion, 97% of the mobilization lump sum bid will be paid. Previous payments under this Item will be deducted from this amount, and
- Payment for the remainder of the lump sum bid for "Mobilization" will be made with the Final Payment after all submittals are received, final quantities have been determined, and when any separate vegetative establishment and maintenance, test, and performance periods provided for in the Contract have been successfully completed and the County has issued the Certificate of Acceptance.

502-WC01

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## Special Provision to Item 502

### Barricades, Signs, and Traffic Handling

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For this project, Item 502, "Barricades, Signs, and Traffic Handling," of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 502.4.1.3., "Maximum Total Payment Prior to Acceptance" is voided and replaced by the following:

**Maximum Total Payment Prior to Completion.** The total payment for this Item will not exceed 10% of the total Contract amount before final completion in accordance with General Conditions of Agreement, Section 5.06, "Final Completion and Acceptance." The remaining balance will be paid in accordance with Section 502.4.1.5, "Balance Due."

Article 502.4.1.5., "Balance Due" is voided and replaced by the following:

**Balance Due.** If all work is complete in accordance with General Conditions of Agreement, Section 5.06, "Final Completion and Acceptance," before payment of the amount allowed by this Article, the balance due will be paid with the Final Payment.

506-WC001

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# Special Provision 506-WC001

## Temporary Erosion, Sedimentation, and Environmental Controls

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For this project, Item 506, "Temporary Erosion, Sedimentation, and Environmental Controls," of the Standard Specifications, is hereby voided and replaced with the following.

### PART 1 – GENERAL

#### 1.1 DESCRIPTION

Install, maintain, and remove erosion, sedimentation, and environmental control measures to prevent or reduce the discharge of pollutants in accordance with the Storm Water Pollution Prevention Plan (SW3P) in the plans and the Texas Pollutant Discharge Elimination System (TPDES) General Permit TXR150000.

#### 1.2 MEASUREMENT

##### A. Rock Filter Dams

Installation or removal of rock filter dams will be measured by the foot or by the cubic yard. The measured volume will include sandbags when used.

##### 1. Linear Measurement

When rock filter dams are measured by the foot, measurement will be along the centerline of the top of the dam.

##### 2. Volume Measurement

When rock filter dams are measured by the cubic yard, measurement will be based on the volume of rock computed by the method of average end areas.

a. Installation: Measurement will be made in final position.

b. Removal: Measurement will be made at the point of removal.

##### B. Temporary Pipe Slope Drains

Temporary pipe slope drains will be measured by the foot.

##### C. Temporary Paved Flumes

Temporary paved flumes will be measured by the square yard of surface area. The measured area will include the energy dissipater at the flume outlet.

##### D. Construction Exits

Construction exits will be measured by the square yard of surface area.

##### E. Earthwork for Erosion and Sediment Control

**506-WC001****1. Equipment and Labor Measurement**

Equipment and labor used will be measured by the actual number of hours the equipment is operated and the labor is engaged in the work.

**2. Volume Measurement****a. In Place****i. Excavation**

Excavation will be measured by the cubic yard in its original position and the volume computed by the method of average end areas.

**ii. Embankment**

Embankment will be measured by the cubic yard in its final position by the method of average end areas. The volume of embankment will be determined between:

- the original ground surfaces or the surface upon that the embankment is to be constructed for the feature and
- the lines, grades, and slopes of the accepted embankment for the feature.

**b. In Vehicles**

Excavation and embankment quantities will be combined and paid for under "Earthwork (Erosion and Sediment Control, In Vehicle)." Excavation will be measured by the cubic yard in vehicles at the point of removal. Embankment will be measured by the cubic yard in vehicles measured at the point of delivery. Shrinkage or swelling factors will not be considered in determining the calculated quantities.

**F. Construction Perimeter Fence**

Construction perimeter fence will be measured by the foot.

**G. Sandbags for Erosion Control**

Sandbags will be measured as each sandbag or by the foot along the top of sandbag berms or dams.

**H. Temporary Sediment-Control Fence**

Installation or removal of temporary sediment-control fence will be measured by the foot.

**I. Biodegradable Erosion Control Logs**

Installation or removal of biodegradable erosion control logs will be measured by the foot along the centerline of the top of the control logs.

**J. Vertical Tracking**

Vertical tracking will not be measured or paid for directly, but is considered subsidiary to this Item.

**1.3 PAYMENT**

The following will not be paid for directly, but are subsidiary to pertinent Items:

- erosion-control measures for Contractor project-specific locations (PSLs) inside and outside the right-of-way (such as construction and haul roads, field offices, equipment and supply areas, plants, and material sources);

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- removal of litter, unless a separate pay item is shown on the plans;
- repair to devices and features damaged by Contractor operations;
- added measures and maintenance needed due to negligence, carelessness, lack of maintenance, and failure to install permanent controls;
- removal and reinstallation of devices and features needed for the convenience of the Contractor;
- finish grading and dressing upon removal of the device; and
- minor adjustments including, but not limited to plumbing posts, reattaching fabric, minor grading to maintain slopes on an erosion embankment feature, or moving small numbers of sandbags.

Stabilization of disturbed areas will be paid for under pertinent Items.

Furnishing and installing pipe for outfalls associated with sediment traps and ponds will not be paid for directly, but is subsidiary to the excavation and embankment under this Item.

A. Rock Filter Dams

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows:

1. Installation

Installation will be paid for as "Rock Filter Dams (Install)" of the type specified. This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

2. Removal

Removal will be paid for as "Rock Filter Dams (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

When the Owner directs that the rock filter dam installation or portions thereof be replaced, payment will be made at the unit price bid for "Rock Filter Dams (Remove)" and for "Rock Filter Dams (Install)" of the type specified. This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

B. Temporary Pipe Slope Drains

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Temporary Pipe Slope Drains" of the size specified. This price is full compensation for furnishing materials, removal and disposal, furnishing and operating equipment, labor, tools, and incidentals.

Removal of temporary pipe slope drains will not be paid for directly, but is subsidiary to the installation Item. When the Owner directs that the pipe slope drain installation or portions thereof be replaced, payment will be made at the unit price bid for "Temporary Pipe Slope Drains" of the size specified, which is full compensation for the removal and reinstallation of the pipe drain.

Earthwork required for the pipe slope drain installation, including construction of the sediment trap, will be measured and paid for under "Earthwork for Erosion and Sediment Control."

Riprap concrete or stone, when used as an energy dissipater or as a stabilized sediment trap, will be measured and paid for in accordance with Item 432, "Riprap."

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## C. Temporary Paved Flumes

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Temporary Paved Flume (Install)" or "Temporary Paved Flume (Remove)." This price is full compensation for furnishing and placing materials, removal and disposal, equipment, labor, tools, and incidentals.

When the Owner directs that the paved flume installation or portions thereof be replaced, payment will be made at the unit prices bid for "Temporary Paved Flume (Remove)" and "Temporary Paved Flume (Install)." These prices are full compensation for the removal and replacement of the paved flume and for equipment, labor, tools, and incidentals.

Earthwork required for the paved flume installation, including construction of a sediment trap, will be measured and paid for under "Earthwork for Erosion and Sediment Control."

## D. Construction Exits

Contractor-required construction exits from off right-of-way locations or on right-of-way PSLs will not be paid for directly, but are subsidiary to pertinent Items.

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" for construction exits needed on right-of-way access to work areas required by the Owner will be paid for at the unit price bid for "Construction Exits (Install)" of the type specified or "Construction Exits (Remove)." This price is full compensation for furnishing and placing materials, excavating, removal and disposal, cleaning vehicles, labor, tools, and incidentals.

When the Owner directs that a construction exit or portion thereof be removed and replaced, payment will be made at the unit prices bid for "Construction Exit (Remove)" and "Construction Exit (Install)" of the type specified. These prices are full compensation for the removal and replacement of the construction exit and for equipment, labor, tools, and incidentals.

Construction of sediment traps used in conjunction with the construction exit will be measured and paid for under "Earthwork for Erosion and Sediment Control."

## E. Earthwork for Erosion and Sediment Control

## 1. Initial Earthwork for Erosion and Sediment Control

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Excavation (Erosion and Sediment Control, In Place)," "Embankment (Erosion and Sediment Control, In Place)," "Excavation (Erosion and Sediment Control, In Vehicle)," "Embankment (Erosion and Sediment Control, In Vehicle)," or "Earthwork (Erosion and Sediment Control, In Vehicle)."

This price is full compensation for excavation and embankment, including hauling, disposal of material not used elsewhere on the project; embankments, including furnishing material from approved sources and construction of erosion-control features; and equipment, labor, tools, and incidentals.

Sprinkling and rolling required by this Item will not be paid for directly, but will be subsidiary to this Item.

## 2. Maintenance Earthwork for Erosion and Sediment Control for Cleaning and Restoring Control Measures

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid under a Contractor Force Account Item from invoice provided to the Owner.

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This price is full compensation for excavation, embankment, and re-grading, including removal of accumulated sediment in various erosion control installations as directed, hauling, and disposal of material not used elsewhere on the project, excavation for construction of erosion-control features, embankments, including furnishing material from approved sources and construction of erosion-control features, and equipment, labor, tools, and incidentals.

Earthwork needed to remove and obliterate erosion-control features will not be paid for directly, but is subsidiary to pertinent Items unless otherwise shown on the plans.

Sprinkling and rolling required by this Item will not be paid for directly, but will be subsidiary to this Item.

F. Construction Perimeter Fence

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Construction Perimeter Fence." This price is full compensation for furnishing and placing the fence, digging, fence posts, wire, and flagging, removal and disposal, and materials, equipment, labor, tools, and incidentals.

Removal of construction perimeter fence will be not paid for directly, but is subsidiary to the installation Item. When the Owner directs that the perimeter fence installation or portions thereof be removed and replaced, payment will be made at the unit price bid for "Construction Perimeter Fence," which is full compensation for the removal and reinstallation of the construction perimeter fence.

G. Sandbags for Erosion Control

Sandbags will be paid for at the unit price bid for "Sandbags for Erosion Control" (of the height specified when measurement is by the foot). This price is full compensation for materials, placing sandbags, removal and disposal, equipment, labor, tools, and incidentals.

Removal of sandbags will not be paid for directly but is subsidiary to the installation Item. When the Owner directs that the sandbag installation or portions thereof be replaced, payment will be made at the unit price bid for "Sandbags for Erosion Control," which is full compensation for the reinstallation of the sandbags.

H. Temporary Sediment-Control Fence

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows:

1. Installation

Installation will be paid for as "Temporary Sediment-Control Fence (Install)." This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

2. Removal

Removal will be paid for as "Temporary Sediment-Control Fence (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

I. Biodegradable Erosion Control Logs

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows:

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## 1. Installation

Installation will be paid for as "Biodegradable Erosion Control Logs (Install)" of the size specified. This price is full compensation for furnishing and operating equipment, finish backfill and grading, staking, proper disposal, labor, materials, tools, and incidentals.

## 2. Removal

Removal will be paid for as "Biodegradable Erosion Control Logs (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

## J. Vertical Tracking

Vertical tracking will not be measured or paid for directly, but is considered subsidiary to this Item.

**PART 2 – PRODUCTS****2.1 MATERIALS**

Furnish materials in accordance with the following:

- Item 161, "Compost"
- Item 432, "Riprap"
- Item 556, "Pipe Underdrains"

## A. Rock Filter Dams

## 1. Aggregate

Furnish aggregate with hardness, durability, cleanliness, and resistance to crumbling, flaking, and eroding acceptable to the Owner. Provide the following:

- a. Type 1, Type 2, and Type 4 rock filter dams: Use three (3) inches to six (6) inches aggregate.
- b. Type 3 rock filter dams: Use four (4) inches to eight (8) inches aggregate.

## 2. Wire

Provide minimum twenty (20) gauge galvanized wire for the steel wire mesh and tie wires for Types 2 and Type 3 rock filter dams. Type 4 dams require:

- a. a double-twisted, hexagonal weave with a nominal mesh opening of 2½ inches by 3¼ inches;
- b. minimum 0.0866 inches steel wire for netting;
- c. minimum 0.1063 inches steel wire for selvages and corners; and
- d. minimum 0.0866 inches for binding or tie wire.

## 3. Sandbag Material

Furnish sandbags meeting Section 506.2.8., "Sandbags," except that any gradation of aggregate may be used to fill the sandbags.

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## B. Temporary Pipe Slope Drains

Provide corrugated metal pipe, polyvinyl chloride (PVC) pipe, flexible tubing, watertight connection bands, grommet materials, prefabricated fittings, and flared entrance sections that conform to the plans. Recycled and other materials meeting these requirements are allowed if approved.

Furnish concrete in accordance with Item 432, "Riprap."

## C. Temporary Paved Flumes

Furnish asphalt concrete, hydraulic cement concrete, or other comparable non-erodible material that conforms to the plans. Provide rock or rubble with a minimum diameter of six (6) inches and a maximum volume of one-half (½) ft.<sup>3</sup> for the construction of energy dissipaters.

## D. Construction Exits

Provide materials that meet the details shown on the plans and this Section.

## 1. Rock Construction Exit

Provide crushed aggregate for long-term and short-term construction exits. Furnish aggregates that are clean, hard, durable, and free from adherent coatings such as salt, alkali, dirt, clay, loam, shale, soft or flaky materials, and organic and injurious matter. Use four (4) inch to eight (8) inch aggregate for Type 1. Use two (2) inch to four (4) inch aggregate for Type 3.

## 2. Timber Construction Exit

Furnish No. 2 quality or better railroad ties and timbers for long-term construction exits, free of large and loose knots, and treated to control rot. Fasten timbers with nuts and bolts or lag bolts, of at least one-half (½) inch diameter, unless otherwise shown on the plans or allowed. Provide plywood or pressed wafer board at least one-half (½) inch thick for short-term exits.

## 3. Foundation Course

Provide a foundation course consisting of flexible base, bituminous concrete, hydraulic cement concrete, or other materials as shown on the plans or directed.

## E. Embankment for Erosion Control

Provide rock, loam, clay, topsoil, or other earth materials that will form a stable embankment to meet the intended use.

## F. Pipe

Provide pipe outlet material in accordance with Item 556, "Pipe Underdrains," and details shown on the plans.

## G. Construction Perimeter Fence

## 1. Posts

Provide essentially straight wood or steel posts that are at least sixty (60) inches long. Furnish soft wood posts with a minimum diameter of three (3) inches or use nominal two (2) inch by four (4) inch boards. Furnish hardwood posts with a minimum cross-section of 1½ inches by 1⅞ inches. Furnish T-shaped or L-shaped steel posts with a minimum weight of 0.5 lbs. per foot.

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## 2. Fence

Provide orange construction fencing as approved.

## 3. Fence Wire

Provide eleven (11) gauge or larger galvanized smooth or twisted wire. Provide sixteen (16) gauge or larger tie wire.

## 4. Flagging

Provide brightly-colored flagging that is fade-resistant and at least  $\frac{3}{4}$  inches wide to provide maximum visibility both day and night.

## 5. Staples

Provide staples with a crown at least one-half ( $\frac{1}{2}$ ) inch wide and legs at least one-half ( $\frac{1}{2}$ ) inch long.

## 6. Used Materials

Previously used materials meeting the applicable requirements may be used if approved.

## H. Sandbags

Provide sandbag material of polypropylene, polyethylene, or polyamide woven fabric with a minimum unit weight of four (4) oz. per square yard, a Mullen burst-strength exceeding 300 psi, and an ultraviolet stability exceeding 70%.

Use natural coarse sand or manufactured sand meeting the gradation given in Table 1 to fill sandbags. Filled sandbags must be twenty-four (24) inches to thirty (30) inches long, sixteen (16) inches to eighteen (18) inches wide, and six (6) inches to eight (8) inches thick.

**Table 1: Sand Gradation**

Sieve #	Retained (% by Weight)
4	Maximum 3%
100	Minimum 80%
200	Minimum 95%

Aggregate may be used instead of sand for situations where sandbags are not adjacent to traffic. The aggregate size shall not exceed  $\frac{3}{8}$  inch.

## I. Temporary Sediment Control Fence

Provide a net-reinforced fence using woven geo-textile fabric. Logos visible to the traveling public will not be allowed.

## 1. Fabric

Provide fabric materials in accordance with DMS-6230, "Temporary Sediment Control Fence Fabric."

## 2. Posts

Provide essentially straight wood or steel posts with a minimum length of 48 inches, unless otherwise shown on the plans. Furnish soft wood posts at least three (3) inches in diameter or use nominal two (2) inch by four (4) inch boards. Furnish hardwood posts with a minimum cross-section of 1½ inches by 1½ inches. Furnish T-shaped or L-shaped steel posts with a minimum weight of 1.3 lbs. per foot.

**506-WC001****3. Net Reinforcement**

Provide net reinforcement of at least 12½ gauge galvanized welded wire mesh, with a maximum opening size of two (2) inches by four (4) inches, at least twenty-four (24) inches wide, unless otherwise shown on the plans.

**4. Staples**

Provide staples with a crown at least ¾ inch wide and legs one-half (½) inch long.

**5. Used Materials**

Use recycled material meeting the applicable requirements if approved.

**J. Biodegradable Erosion Control Logs****1. Core Material**

Furnish core material that is biodegradable or recyclable. Use compost, mulch, aspen excelsior wood fibers, chipped site vegetation, agricultural rice or wheat straw, coconut fiber, 100% recyclable fibers, or any other acceptable material unless specifically called out on the plans. Permit no more than 5% of the material to escape from the containment mesh. Furnish compost meeting the requirements of Item 161, "Compost."

**2. Containment Mesh**

Furnish containment mesh that is 100% biodegradable, photodegradable, or recyclable such as burlap, twine, UV photodegradable plastic, polyester, or any other acceptable material.

Furnish biodegradable or photodegradable containment mesh when log will remain in place as part of a vegetative system.

Furnish recyclable containment mesh for temporary installations.

**3. Size**

Furnish biodegradable erosion control logs with diameters shown on the plans or as directed. Stuff containment mesh densely so logs do not deform.

**PART 3 – EXECUTION****3.1 Construction****A. Contractor Responsibilities**

Implement the Owner's SW3P for the project in accordance with the plans and specifications, TPDES General Permit TXR150000, and as directed by the Owner. Develop and implement an SW3P for project-specific material supply plants within and outside of the Owner's right-of-way in accordance with the specific or general storm water permit requirements. Prevent water pollution from storm water associated with construction activity from entering any surface water or private property on or adjacent to the project site.

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## B. General

## 1. Phasing

Implement control measures in the area to be disturbed before beginning construction or as directed. Limit the disturbance to the area shown on the plans or as directed. If, in the opinion of the Owner, the Contractor cannot control soil erosion and sedimentation resulting from construction operations, the Owner will limit the disturbed area to that which the Contractor is able to control. Minimize disturbance to vegetation.

## 2. Maintenance

Immediately correct ineffective control measures. Implement additional controls as directed. Remove excavated material within the time requirements specified in the applicable storm water permit.

## 3. Stabilization

Stabilize disturbed areas where construction activities will be temporarily stopped in accordance with the applicable storm water permit. Establish a uniform vegetative cover. The project will not be accepted until a 70% density of existing adjacent undisturbed areas is obtained, unless otherwise shown on the plans. When shown on the plans, the Owner may accept the project when adequate controls are in place that will control erosion, sedimentation, and water pollution until sufficient vegetative cover can be established.

## 4. Finished Work

Upon acceptance of vegetative cover, remove and dispose of all temporary control measures, temporary embankments, bridges, matting, falsework, piling, debris, or other obstructions placed during construction that are not a part of the finished work or as directed.

## 5. Restricted Activities and Required Precautions

Do not discharge onto the ground or surface waters any pollutants such as chemicals, raw sewage, fuels, lubricants, coolants, hydraulic fluids, bitumens, or any other petroleum product. Operate and maintain equipment on-site to prevent actual or potential water pollution. Manage, control, and dispose of litter on-site such that no adverse impacts to water quality occur. Prevent dust from creating a potential or actual unsafe condition, public nuisance, or condition endangering the value, utility, or appearance of any property. Wash out concrete trucks only as described in the TPDES General Permit TXR150000. Utilize appropriate controls to minimize the off-site transport of suspended sediments and other pollutants if it is necessary to pump or channel standing water (i.e. dewatering). Prevent discharges that would contribute to a violation of Edwards Aquifer Rules, water quality standards, the impairment of a listed water body, or other state or federal law.

## C. Installation, Maintenance, and Removal Work

Perform work in accordance with the SW3P, according to manufacturers' guidelines, and in accordance with the TPDES General Permit TXR150000. Install and maintain the integrity of temporary erosion and sedimentation control devices to accumulate silt and debris until soil disturbing activities are completed and permanent erosion control features are in place or the disturbed area has been adequately stabilized as determined by the Owner. If a device ceases to function as intended, repair or replace the device or portions thereof as necessary. Remove sediment, debris, and litter. When approved, sediments may be disposed of within embankments, or in the right-of-way in areas where the material will not contribute to further siltation. Dispose of removed material in accordance with federal, state, and local regulations.

Remove devices upon approval or as directed. Finish-grade and dress the area upon removal. Stabilize disturbed areas in accordance with the permit and as shown on the plans or as directed. Materials removed are considered consumed by the project. Retain ownership of stockpiled material and remove it from the project when new installations or replacements are no longer required.

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## 1. Rock Filter Dams for Erosion Control

Remove trees, brush, stumps, and other objectionable material that may interfere with the construction of rock filter dams. Place sandbags as a foundation when required or at the Contractor's option.

Place the aggregate to the lines, height, and slopes specified, without undue voids for Types 1, 2, 3, and 5. Place the aggregate on the mesh and then fold the mesh at the upstream side over the aggregate and secure it to itself on the downstream side with wire ties or hog rings for Types 2 and Type 3, or as directed. Place rock filter dams perpendicular to the flow of the stream or channel unless otherwise directed. Construct filter dams according to the following criteria unless otherwise shown on the plans:

## a. Type 1: Non-reinforced

- i. Height: At least eighteen (18) inches measured vertically from existing ground to top of filter dam
- ii. Top Width: At least two (2) ft.
- iii. Slopes: No steeper than 2:1

## b. Type 2: Reinforced

- i. Height: At least eighteen (18) inches measured vertically from existing ground to top of filter dam
- ii. Top Width: At least two (2) ft.
- iii. Slopes: No steeper than 2:1

## c. Type 3: Reinforced

- i. Height: At least thirty-six (36) inches measured vertically from existing ground to top of filter dam
- ii. Top Width: At least two (2) ft.
- iii. Slopes: No steeper than 2:1

## d. Type 4: Sack Gabions

Unfold sack gabions and smooth out kinks and bends. Connect the sides by lacing in a single loop-double loop pattern on four (4) inch to 5 inch spacing for vertical filling. Pull the end lacing rod at one end until tight, wrap around the end, and twist four (4) times. Fill with stone at the filling end, pull the rod tight, cut the wire with approximately six (6) inches remaining, and twist wires four (4) times.

Place the sack flat in a filling trough, fill with stone, connect sides, and secure ends as described above for horizontal filling.

Lift and place without damaging the gabion. Shape sack gabions to existing contours.

## e. Type 5: Provide rock filter dams as shown on the plans.

## 2. Temporary Pipe Slope Drains

Install pipe with a slope as shown on the plans or as directed. Construct embankment for the drainage system in eight (8) inch lifts to the required elevations. Hand-tamp the soil around and under the entrance section to the top of the embankment as shown on the plans or as directed. Form the top of the embankment or earth dike over the pipe slope drain at least one (1) ft. higher than the top of the inlet pipe at all points. Secure the pipe with hold-downs or hold-down grommets spaced a maximum of ten (10) ft. on

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center. Construct the energy dissipaters or sediment traps as shown on the plans or as directed. Construct the sediment trap using concrete or rubble riprap in accordance with Item 432, "Riprap," when designated on the plans.

3. Temporary Paved Flumes

Construct paved flumes as shown on the plans or as directed. Provide excavation and embankment (including compaction of the subgrade) of material to the dimensions shown on the plans unless otherwise indicated. Install a rock or rubble riprap energy dissipater, constructed from the materials specified above, to a minimum depth of nine (9) inches at the flume outlet to the limits shown on the plans or as directed.

4. Construction Exits

Prevent traffic from crossing or exiting the construction site or moving directly onto a public roadway, alley, sidewalk, parking area, or other right-of-way areas other than at the location of construction exits when tracking conditions exist. Construct exits for either long-term or short-term use.

a. Long-Term

Place the exit over a foundation course as required. Grade the foundation course or compacted subgrade to direct runoff from the construction exits to a sediment trap as shown on the plans or as directed. Construct exits with a width of at least fourteen (14) ft. for one-way and twenty (20) ft. for two-way traffic for the full width of the exit or as directed.

i. Type 1: Construct to a depth of at least eight (8) inches using crushed aggregate as shown on the plans or as directed.

ii. Type 2: Construct using railroad ties and timbers as shown on the plans or as directed.

b. Short-Term

i. Type 3: Construct using crushed aggregate, plywood, or wafer board. This type of exit may be used for daily operations where long-term exits are not practical.

ii. Type 4: Construct as shown on the plans or as directed.

5. Earthwork for Erosion Control

Perform excavation and embankment operations to minimize erosion and to remove collected sediments from other erosion control devices.

a. Excavation and Embankment for Erosion Control Features

Place earth dikes, swales, or combinations of both along the low crown of daily lift placement, or as directed, to prevent runoff spillover. Place swales and dikes at other locations as shown on the plans or as directed to prevent runoff spillover or to divert runoff. Construct cuts with the low end blocked with undisturbed earth to prevent erosion of hillsides. Construct sediment traps at drainage structures in conjunction with other erosion control measures as shown on the plans or as directed.

Create a sediment basin, where required, providing 3,600 cu. ft. of storage per acre drained, or equivalent control measures for drainage locations that serve an area with ten (10) or more disturbed acres at one time, not including off-site areas.

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## b. Excavation of Sediment and Debris

Remove sediment and debris when accumulation affects the performance of the devices, after a rain, and when directed.

## 6. Construction Perimeter Fence

Construct, align, and locate fencing as shown on the plans or as directed.

## a. Installation of Posts

Embed posts eighteen (18) inches deep or adequately anchor in rock, with a spacing of eight (8) ft. to ten (10) ft.

## b. Wire Attachment

Attach the top wire to the posts at least three (3) ft. from the ground. Attach the lower wire midway between the ground and the top wire.

## c. Flag Attachment

Attach flagging to both wire strands midway between each post. Use flagging at least eighteen (18) inches long. Tie flagging to the wire using a square knot.

## 7. Sandbags for Erosion Control

Construct a berm or dam of sandbags that will intercept sediment-laden storm water runoff from disturbed areas, create a retention pond, detain sediment, and release water in sheet flow. Fill each bag with sand so that at least the top six (6) inches of the bag is unfilled to allow for proper tying of the open end. Place the sandbags with their tied ends in the same direction. Offset subsequent rows of sandbags one-half (½) the length of the preceding row. Place a single layer of sandbags downstream as a secondary debris trap. Place additional sandbags as necessary or as directed for supplementary support to berms or dams of sandbags or earth.

## 8. Temporary Sediment-Control Fence

Provide temporary sediment-control fence near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. Incorporate the fence into erosion-control measures used to control sediment in areas of higher flow. Install the fence as shown on the plans, as specified in this Section, or as directed.

## a. Installation of Posts

Embed posts at least eighteen (18) inches deep, or adequately anchor if in rock, with a spacing of six (6) ft. to eight (8) ft. and install on a slight angle toward the runoff source.

## b. Fabric Anchoring

Dig trenches along the uphill side of the fence to anchor six (6) inches to eight (8) inches of fabric. Provide a minimum trench cross-section of six (6) inches by six (6) inches. Place the fabric against the side of the trench and align approximately two (2) inches of fabric along the bottom in the upstream direction. Backfill the trench, then hand-tamp.

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## c. Fabric and Net Reinforcement Attachment

Attach the reinforcement to wooden posts with staples, or to steel posts with T-clips, in at least four (4) places equally spaced unless otherwise shown on the plans. Sewn vertical pockets may be used to attach reinforcement to end posts. Fasten the fabric to the top strand of reinforcement by hog rings or cord every fifteen (15) inches or less.

## d. Fabric and Net Splices

Locate splices at a fence post with a minimum lap of six (6) inches attached in at least six (6) places equally spaced unless otherwise shown on the plans. Do not locate splices in concentrated flow areas.

Requirements for installation of used temporary sediment-control fence include the following:

- i. fabric with minimal or no visible signs of biodegradation (weak fibers);
- ii. fabric without excessive patching (more than one (1) patch every fifteen (15) ft. to twenty (20) ft.);
- iii. posts without bends; and
- iv. backing without holes.

## 9. Biodegradable Erosion Control Logs

Install biodegradable erosion control logs near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. Incorporate the biodegradable erosion control logs into the erosion measures used to control sediment in areas of higher flow. Install, align, and locate the biodegradable erosion control logs as specified below, as shown in plans or as directed.

Secure biodegradable erosion control logs in a method adequate to prevent displacement as a result of normal rain events, prevent damage to the logs, and to the satisfaction of the Owner such that flow is not allowed under the logs. Temporarily removing and replacing biodegradable erosion logs as to facilitate daily work is allowed at the Contractor's expense.

## 10. Vertical Tracking

Perform vertical tracking on slopes to temporarily stabilize soil. Provide equipment with a track undercarriage capable of producing a linear soil impression measuring a minimum of twelve (12) inches long by two (2) inches to four (4) inches wide by one-half ( $\frac{1}{2}$ ) inch to two (2) inches deep. Do not exceed twelve (12) inches between track impressions. Install continuous linear track impressions where the twelve (12) inches length impressions are perpendicular to the slope. Vertical tracking is required on projects where soil disturbing activities have occurred unless otherwise approved.

END OF SECTION

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## Special Provision to Item 636 Signs

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Item 636, "Signs" 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 636.3.1, "Fabrication."** is deleted.

**Section 636.3.1.2, "Sheeting Application."** The last sentence of the fourth paragraph is voided and replaced by the following.

Do not splice sheeting or overlay films for signs fabricated with ink or with colored transparent films.

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## Special Provision to Item 666

### Retroreflectorized Pavement Markings

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Item 666, "Retroreflectorized Pavement Markings," 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 2.3., "Glass Traffic Beads."** The first paragraph is voided and replaced by the following:

Furnish drop-on glass beads in accordance with DMS-8290, "Glass Traffic Beads," or as approved. Furnish a double-drop of Type II and Type III drop-on glass beads for longitudinal pavement markings where each type bead is applied separately in equal portions (by weight), unless otherwise approved. Apply the Type III beads before applying the Type II beads. Furnish Type II beads for work zone pavement markings and transverse markings or symbols.

**Section 4.3.1., "Type I Markings.,"** is supplemented by the following:

**4.3.1.3. Spot Striping.** Perform spot striping on a callout basis with a minimum callout quantity as shown on the plans.

**Section 4.3.2., "Type II Markings.,"** is supplemented by the following:

**4.3.2.1. Spot Striping.** Perform spot striping on a callout basis with a minimum callout quantity as shown on the plans.

**Section 4.4., "Retroreflectivity Requirements.,"** is voided and replaced by the following.

Type I markings for Contracts totaling more than 20,000 ft. of pavement markings must meet the following minimum retroreflectivity values for all longitudinal edgeline, centerline or no passing barrier-line, and lane line markings when measured any time after 3 days, but not later than 10 days after application.

- White markings: 250 millicandelas per square meter per lux (mcd/m<sup>2</sup>/lx)
- Yellow markings: 175 mcd/m<sup>2</sup>/lx

Retroreflectivity requirements for Type I markings are not required for Contracts with less than 20,000 ft. of pavement markings or Contracts with callout work, unless otherwise shown on the plans.

**Section 4.5., "Retroreflectivity Measurements.,"** is voided and replaced by the following:

Use a mobile retroreflectometer to measure retroreflectivity for Contracts totaling more than 50,000 ft. of pavement markings, unless otherwise shown on the plans. For Contracts with less than 50,000 ft. of pavement markings, mobile or portable retroreflectometers may be used at the Contractor's discretion. Coordinate with and obtain authorization from the Engineer before starting any retroreflectivity data collection.

**Section 4.5.1., "Mobile Retroreflectometer Measurements."** The last paragraph is voided and replaced by the following.

Restripe again at the Contractor's expense with a minimum of 0.060 in. (60 mils) of Type I marking material if the average of these measurements falls below the minimum retroreflectivity requirements. Take measurements every 0.1 miles a minimum of 10 days after this third application within that mile segment for that series of markings. If the markings do not meet minimum retroreflectivity after this third application, the Engineer may require removal of all existing markings, a new application as initially specified, and a repeat of the application process until minimum retroreflectivity requirements are met.

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**Section 4.5.2., “Portable Retroreflectometer Measurements.”** The first and second paragraphs are voided and replaced by the following.

Provide portable measurement averages for every 1.0 mile unless otherwise specified or approved. Take a minimum of 20 measurements for each 1-mi. section of roadway for each series of markings (e.g., edgeline, center skip line, each line of a double line) and direction of traffic flow when using a portable reflectometer. Measure each line in both directions for centerlines on two-way roadways (i.e., measure both double solid lines in both directions and measure all center skip lines in both directions). The spacing between each measurement must be at least 100 ft. The Engineer may decrease the mileage frequency for measurements if the previous measurements provide satisfactory results. The Engineer may require the original number of measurements if concerns arise.

Restripe at the Contractor's expense with a minimum of 0.060 in. (60 mils) of Type I marking material if the averages of these measurements fail. Take a minimum of 10 more measurements after 10 days of this second application within that mile segment for that series of markings. Restripe again at the Contractor's expense with a minimum of 0.060 in. (60 mils) of Type I marking material if the average of these measurements falls below the minimum retroreflectivity requirements. If the markings do not meet minimum retroreflectivity after this third application, the Engineer may require removal of all existing markings, a new application as initially specified, and a repeat of the application process until minimum retroreflectivity requirements are met.

**Section 4.6. “Performance Period.”** The first sentence is voided and replaced by the following:

All longitudinal markings must meet the minimum retroreflectivity requirements within the time frame specified. All markings must meet all other performance requirements of this specification for at least 30 calendar days after installation.

**Article 6. “Payment.”** The first two paragraphs are voided and replaced by the following.

The work performed and materials furnished in accordance with this Item and measured as provided under “Measurement” will be paid for at the unit price bid for “Pavement Sealer” of the size specified; “Retroreflectorized Pavement Markings” of the type and color specified and the shape, width, size, and thickness (Type I markings only) specified, as applicable; “Retroreflectorized Pavement Markings with Retroreflective Requirements” of the types, colors, sizes, widths, and thicknesses specified; “Retroreflectorized Profile Pavement Markings” of the various types, colors, shapes, sizes, and widths specified; or “Reflectorized Pavement Marking (Call Out)” of the shape, width, size, and thickness (Type I markings only) specified, as applicable; or “Pavement Sealer (Call Out)” of the size specified.

This price is full compensation for materials, application of pavement markings, equipment, labor, tools, and incidentals.

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# Special Specification WC101

## Soil Ripping

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### PART 1 – GENERAL

#### 1.1 DESCRIPTION

Soil ripping is a treatment measure that loosens overly compacted soil. Soil ripping is the plowing of the ground to alleviate compaction to allow for vegetated growth and to prevent erosion in sheet flow conditions. Perform soil ripping on designated areas according to the plans or as directed.

#### 1.2 RELATED ITEMS

- A. Item 160-WC001, "Topsoil"
- B. Item 161-WC001, "Compost"
- C. Item WC102, "Mulch"
- D. Item 164-WC001, "Seeding for Erosion Control"
- E. Item 506-WC001, "Temporary Erosion, Sedimentation and Environmental Controls"

#### 1.3 MEASUREMENT & PAYMENT

Not measured or paid directly. This item is subsidiary to other items in the contract. The contractor should apply the quantity of project seeding area with 2.2 and 2.3 of this specification for estimation purposes.

#### 1.4 QUALITY CONTROL SUBMITTALS

- A. Submit soil ripping equipment data for approval, prior to installation.

### PART 2 – EXECUTION

#### 2.1 SEQUENCING

- A. Complete final grading in accordance with the plans or as directed.
- B. Soil ripping should be performed prior to the installation of compost and/or topsoil, mulch, and/or native grass seeding and wildflower seeding.

#### 2.2 CONSTRUCTION

- A. Installation:
  - 1. All soil surfaces with a slope of 3:1 or less that are compacted due to equipment traffic should be ripped.
  - 2. Perform soil ripping parallel and perpendicular (in both directions) to the slope at location, groove spacing, and depth shown on the plans as well as any additional areas that have been compacted during construction

**WC101**

activities to achieve a standard proctor density of 80% – 85% in channels and 70% – 75% in non-channel areas.

3. If construction activities are on-going, repeat procedure as necessary.
4. Soil ripping should not be implemented within a drainage channel or in channel flow conditions.

**2.3 MAINTENANCE**

- A. Routinely inspect the soil ripping weekly during construction and within 24 hours after every one-half (½) inch or greater rainfall event. Inspections should ensure that:
  1. No slumping of the rips has occurred.
  2. The ripping was installed at the appropriate depth and spacing.
  3. The contour rips are parallel and perpendicular to the slope.
- B. If major slumping or slope failure occurs, the area should be regraded and reseeded. If minor slumping or rills occur, the specified topsoil and/or compost and seeding for the area in the plans may be applied, at the discretion of the Owner's Representative.
- C. Continue to inspect the area on a weekly basis until vegetation has been established.

END OF SECTION

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# Special Specification WC102

## Mulch

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### PART 1 – GENERAL

#### 1.1 DESCRIPTION

Furnish and apply mulch as shown in the plans or as directed.

#### 1.2 RELATED ITEMS

- A. Item 161-WC001, "Compost"
- B. Item WC103, "Mulch Topdressing"
- C. Item 506-WC001, "Temporary Erosion, Sedimentation, and Environmental Controls"

#### 1.3 MEASUREMENT & PAYMENT

Not measured or paid directly. This item is subsidiary to other items of the contract.

#### 1.4 QUALITY CONTROL SUBMITTALS

- A. Submit one (1) pound sample of on-site shredded mulch for approval.
- B. Submit imported organic mulch product data and supplier information, including product composition, as well as a one (1) pound sample for approval.
- C. A statement that the shredded mulch has met the decomposition process.

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

- A. Mulch can be on-site shredded organic mulch or an imported organic mulch product.
  - 1. Mulch can be comprised of wood chips, shredded bark, shredded landscape trimmings, or coarse compost material originating from the 3-county Central Texas region (Williamson, Travis, and Hays).
  - 2. Mulch to be shredded with no pieces greater than three (3) inches in length and with all pieces passing through a two (2) to three (3) inch screen.
  - 3. Invasive species should be excluded from mulch.
  - 4. Color: natural wood.
  - 5. Contamination: less than 0.5% weight by volume.
  - 6. Mulch to have undergone a decomposition process either on-site or at a supplier's location.

## WC102

## PART 3 – EXECUTION

## 3.1 SEQUENCING

- A. For mulch material that has not gone through the stockpiling and decomposition process: Following removal of the existing vegetation from the site, shred the material to the specified size and place in a stockpile on-site. Complete the decomposition process in stockpile prior to installation or use of mulch at depths specified on plans. If using the mulch for dust control, compaction control, or on existing vegetation to remain, place immediately after the completion of the decomposition process.

## 3.2 CONSTRUCTION

- A. Installation
  - 1. Shred trees and vegetation to the specified size requirements.
  - 2. Apply Nitrogen at the rate of one (1) part Nitrogen to ten (10) parts mulch.
  - 3. Stockpile the mulch and allow to sit or cook for a period of no less than three (3) weeks if the temperature is above 70°F. If the temperature is below 70°F, extend the sitting or cooking time to five (5) to six (6) weeks.
  - 4. Turn the stockpile at least twice per week during the sitting or cooking period.
  - 5. Stockpiles should be surrounded by biodegradable erosion control logs within 24 hours of placement to prevent run-off of the material.

END OF SECTION

## WC103

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# Special Specification WC103

## Mulch Topdressing

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### PART 1 – GENERAL

#### 1.1 DESCRIPTION

Furnish and apply mulch topdressing as shown in the plans or as directed.

#### 1.2 RELATED ITEMS

A. Item WC 102 "Mulch"

#### 1.3 MEASUREMENT

This item will be measured by the cubic yard.

#### 1.4 PAYMENT

The work performed and the materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Mulch Topdressing." This price is full compensation for furnishing materials, including mowing, labor, equipment, maintenance, tools, supplies, and incidentals.

#### 1.5 QUALITY CONTROL SUBMITTALS

A. Submit samples and product data in conformance with Item WC102, "Mulch," Part 1, 1.4, "Quality Control Submittals."

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

A. Mulch

As specified in Item WC102, "Mulch"

### PART 3 – EXECUTION

#### 3.1 SEQUENCING

A. Apply mulch topdressing to vehicular drives, under driplines of existing trees, and to other designated locations, as specified on the plans or as directed after rough grading operations are complete.

#### 3.2 CONSTRUCTION

A. Vegetation Removal

1. Remove vegetation as shown in the plans or as directed.

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2. Conduct mulching operations at approved locations.
  3. Stockpile mulch in locations shown on plans or as directed. Reference Item WC102, "Mulch," for stockpiling specifications.
- B. Site Preparation
1. Grade and remove debris, unsatisfactory soil materials, and obstructions from surface prior to mulch application.
  2. Remove top growth of vegetation to ensure that the mulch contacts the surface material.
- C. Installation
1. Apply mulch topdressing evenly at depths and locations as indicated in the drawings or as directed.
  2. Do not roll, tamp, or compact mulch topdressing.
  3. Apply mulch topdressing under driplines of existing tree locations for moisture retention and inhibiting of invasive growth as shown on plans at a minimum depth of five (5) inches and a maximum depth of eighteen (18) inches. Do not pile the mulch against tree trunks or root flares.
  4. Spread mulch on vehicle drives for compaction reduction and dust abatement at a maximum eighteen (18) inch depth.
  5. Contractor should remove and dispose of mulch topdressing in areas designated for seeding prior to seed installation.

**3.3 MAINTENANCE**

- A. Requirements
1. Replace the mulch topdressing immediately if loosened or missing.
  2. After the completion of construction, mulch topdressing shall be spread out or removed to ensure the total depth surrounding the critical root zones of vegetation is between five (5) inches and six (6) inches. Depth should not exceed six (6) inches.
- B. Schedule
1. The mulch topdressing should be inspected weekly, in accordance with the Stormwater Pollution Prevention Plan (SW3P) and within 24 hours after every one-half (½) inch or greater rain event until project completion to identify loosened or missing mulch cover.

END OF SECTION

**APPENDIX A**  
**QUALITY CONTROL / QUALITY ASSURANCE PROGRAM**

Approved December 2007

## **Appendix A**

### **Quality Control / Quality Assurance Program**

#### **Section 1. Overview**

##### **Introduction**

Williamson County has established the following Quality Control (QC) / Quality Assurance (QA) Program to assure that the materials and workmanship incorporated into any roadway or highway construction project are in reasonable conformity with the requirements of the approved plans and specifications, including any approved changes. It consists of an "Acceptance Program" and a "QA Program" based on test results obtained by qualified persons and equipment.

This QC/QA Program allows for the use of validated contractor-performed QC test results as part of an acceptance decision. It also allows for the use of test results obtained by commercial laboratories in the QA Program in acceptance decisions, as well. The effectiveness of the "Acceptance Program" shall be the responsibility of the Construction Observer.

##### **Definitions**

**Acceptance Program** - All factors that comprise the Williamson County's determination of the quality of the product as specified in the contract requirements. These factors include QC and QA verification sampling and testing, and inspection.

**Quality Control Program** - The contractor's systematic program detailing the control measures and reporting requirements necessary to achieve reasonable conformance with the requirements of the approved plans and specifications.

**Quality Assurance Program** - Activities that are an unbiased and independent evaluation of all the inspection, sampling and testing procedures used in the acceptance program.

**Proficiency Samples** - Homogenous samples that are distributed and tested by two or more laboratories and/or personnel. The test results are compared to assure that the laboratories and/or personnel are obtaining the same results.

**Qualified Laboratories** - Laboratories that are capable as defined by appropriate programs established by Williamson County and as indicated in the "Laboratory Qualification Program". As a minimum, the qualification program shall include provisions for checking testing equipment and the laboratory shall keep records of calibration checks.

**Qualified Sampling and Testing Personnel** - Personnel who are capable as defined by appropriate programs established as stated in Section 6 of this Appendix.

**Quality Assurance** – All those planned and systematic actions necessary to provide confidence that a product or service will satisfy given requirements for quality.

**Quality Control** - All contractor/vendor operational techniques and activities that are performed or conducted to fulfill the contract requirements.

**Vendor** – A supplier of project-produced material that is not the contractor.

**Verification Sampling and Testing** - Sampling and testing performed to validate the quality of the product, which consists of the QC and QA sampling and testing.

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## Section 2. Acceptance Program

Materials incorporated into any roadway or highway construction project shall be subject to verification sampling and testing, and inspection as part of the QC program outlined below:

- Quality Control Inspection
  - ◆ Contractor-performed QC Inspection will be required as part of the acceptance decision. Inspection check lists for the following structural items shall be completed and submitted as part of the acceptance program:

- Item 400 – Excavation & Backfill
  - Item 416 – Drilled Shaft Foundations
  - Item 420 – Concrete Structures
  - Item 421 – Hydraulic Cement Concrete
  - Item 422 – Bridge Deck
  - Item 423 – Retaining Wall
  - Item 425 – Precast Pre-stressed Concrete Structural Members
  - Item 440 – Reinforcing Steel
  - Item 442 – Metal for Structures
  - Item 462 – Concrete Box Culverts
  - Item 464 – Reinforced Concrete Pipe

Sample Inspection check lists are included at the end of this Appendix.

- ◆ The contractor shall designate individual(s) responsible for the QC Inspection for the project or each work element thereof. The designated QC individual(s) will maintain responsibility for providing reports detailing the compliance of each work element to the requirements of the approved project plans and specifications.
  - ◆ The QC report will detail requirements of the approved project plans and specifications and measures initiated to ensure reasonable conformity.
  - ◆ The contractor shall submit the QC Plan for acceptance detailing the individuals & methods(s) intended to be used to obtain reasonable conformance to the approved project plans and specifications.
- Quality Control Sampling, Testing and frequency
  - ◆ Contractor-performed QC sampling and testing will be used as part of an acceptance decision.
  - ◆ The frequency and location will be according to the "Project Test" frequency as shown in Appendix B. This project has been designed utilizing TxDOT Specifications; therefore, the 2005 TxDOT Guide Schedule for Sampling and Testing has been adopted for the testing program. As a County-developed project, all references to TxDOT in the testing program shall be understood to mean Williamson County, and all references to the Engineer shall be understood to mean the County Engineer or his designated representative(s).
  - ◆ These QC sampling and testing personnel, laboratories, and equipment shall be qualified according to the "Sampling and Testing Personnel Qualification Program" and the "Laboratory Qualification Program" and shall be evaluated under the "Quality Assurance Program" contained herein.

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- ◆ Any equipment used to perform QC sampling and testing shall be subject to an evaluation by QA sampling and testing personnel. This evaluation shall include calibration checks and split or proficiency sample tests. The requirements for, and frequency of, equipment calibration are shown in Appendix B. Acceptable tolerance limits for the comparison of test results from split or proficiency samples are shown in "Acceptable Tolerance Limits for Independent Assurance."
- ◆ Any individual who performs verification or QC sampling and testing shall be evaluated by QA sampling and testing personnel. This evaluation shall include observations and split or proficiency sample testing. Acceptable tolerance limits for the comparison of test results for split or proficiency samples are shown in "Acceptable Tolerance Limits for Quality Assurance."
- ◆ Furthermore, these QC test results may be validated by verification test results obtained from independently taken samples at the direction of the Construction Observer or the County.

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### Section 3. Quality Assurance Program

This Quality Assurance Program; as deemed necessary by the County or the Construction Observer; shall evaluate all QC inspection, sampling and testing procedures, personnel, and equipment used as part of the acceptance program.

- QA Inspection
  - ◆ The Construction Observer will be responsible for QA inspection. The inspection will be performed at periodic intervals to assure compliance with the accepted QC program, as well as to assure reasonable close conformity to the approved project plans and specifications.
- Sampling and Testing Frequency and Location
  - ◆ Quality Assurance sampling and testing shall be performed at the same location and frequency established for the Project Tests in the "Guide Schedule of Sampling and Testing" found in Appendix B.
  - ◆ The frequency for the "Independent Assurance Tests" shall be as directed by the Construction Observer.
- Testing Equipment
  - ◆ Laboratory testing equipment used for QA sampling and testing shall be qualified according to the "Laboratory Qualification Program."
  - ◆ All laboratories used for QA sampling and testing must be AASHTO accredited and listed as an accepted Lab by the County.
  - ◆ The frequency for qualifying QA sampling and testing equipment shall not exceed one (1) year or as directed by the Construction Observer.
  - ◆ Calibration/verification is required whenever the laboratory or equipment is moved.
  - ◆ The QA equipment shall be other than that used for performing verification or QC testing.
- Testing Personnel
  - ◆ Laboratory personnel who perform QA sampling and testing shall be in accordance with the "Sampling and Testing Personnel Qualification Program" Included herein.
  - ◆ The individuals performing QA sampling and testing shall be other than those who perform other verification or QC testing.
- Comparison of QC and QA Test Results
  - ◆ Acceptable tolerance limits for the comparison of test results from split and proficiency samples are shown in "Acceptable Tolerance Limits for Independence Assurance."
  - ◆ If the comparison of the test results do not comply with the tolerances, an engineering review of the test procedures and equipment shall be performed immediately to determine the source of the discrepancy.
  - ◆ Corrective actions must be identified and incorporated as appropriate.

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Test results from all samples involved in the Quality Assurance Program shall be documented and reported in the project files.

- Dispute Resolution System
  - ◆ Testing disputes arising between the Construction Observer, or his/her designated agents, and the Contractor shall be resolved in a reliable, unbiased manner. The decision of the County, the Construction Observer, or their authorized representatives will be final.

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#### **Section 4. Materials Certification**

The Independent Assurance agency shall submit a "Certificate of Materials" to the Construction Observer indicating the conformity of tested materials to the approved plans and specifications including any exceptions, if applicable.

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**Section 5. Conflict of Interest**

To avoid an appearance of a conflict of interest, sampling and testing of materials under the QA program shall be performed at a qualified laboratory other than the laboratory used for project testing by the Contractor.

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## **Section 6. Sampling and Testing Personnel Qualification Program**

### **Purpose**

This program provides uniform Countywide procedures for sampling and testing personnel qualification to ensure that tests required by the specifications are performed according to the prescribed sampling and testing methods.

### **Sampling and Testing Personnel Qualification**

Sampling and testing personnel will be qualified to perform tests for the acceptance of materials in the areas of Portland cement concrete, soils and aggregates and bituminous materials. The test methods for which individuals can be qualified include, but are not limited to, the following.

(\* Denotes tests on which split or proficiency sample evaluations are required.)

#### **Soils & Aggregates (100-E Series & 400-A Series)**

Tex-101-E, Preparing Soil and Flexible Base Materials for Testing

Tex-102-E, Determining Slaking Time

Tex-103-E, Determining Moisture Content in Soil Materials

Tex-104-E, Determining Liquid Limit of Soils\*

Tex-105-E, Determining Plastic Limit of Soils\*

Tex-106-E, Calculating the Plasticity Index of Soils\*

Tex-107-E, Determining the Bar Linear Shrinkage of Soils\*

Tex-108-E, Determining the Specific Gravity of Soils

Tex-110-E, Particle Size Analysis of Soils\*

Tex-111-E, Determining the Amount of Material in Soils Finer than 75  $\mu$ m (No.200) Sieve

Tex-113-E, Laboratory Compaction Characteristics and Moisture-Density Relationship of Base Materials

Tex-114-E, Laboratory Compaction Characteristics and Moisture-Density Relationship of Subgrade and Embankment Soils

Tex-115-E, Field Method for Determining In-Place Density of Soils and Base Materials

Tex-116-E, Ball Mill Method for Determining the Disintegration of Flexible Base Material

Tex-117-E, Triaxial Compression Tests for Disturbed Soils and Base Materials

Tex-120-E, Soil-Cement Testing

Tex-121-E, Soil-Lime Testing

Tex-126-E, Molding, Testing, and Evaluating Bituminous Black Base Materials\*

Tex-127-E, Lime Fly-Ash Compressive Strength Test Methods

Tex-128-E, Determining Soil pH

Tex-129-E, Measuring the Resistivity of Soil Materials

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Tex-140-E, Measuring Thickness of Pavement Layer

Tex-400-A, Sampling Stone, Gravel, Sand, and Mineral Aggregates

Tex-401-A, Sieve Analysis of Fine and Coarse Aggregate\*

Tex-402-A, Fineness Modulus of Fine Aggregate

Tex-403-A, Saturated Surface Dry Specific Gravity and Absorption of Aggregates

Tex-404-A, Determining Unit Mass (Weight) of Aggregates

Tex-405-A, Determining Percent Solids and Voids in Concrete Aggregates

Tex-406-A, Material Finer Than 75  $\mu$ m (No. 200) Sieve in Mineral Aggregates (Decantation Test for Concrete Aggregates)

Tex-408-A, Organic Impurities in Fine Aggregate for Concrete

Tex-409-A, Free Moisture and Water Absorption in Aggregate for Concrete

Tex-409-A, Free Moisture and Water Absorption in Aggregate for Concrete

Tex-411-A, Soundness of Aggregate by Using Sodium Sulfate or Magnesium Sulfate

Tex-413-A, Determining Deleterious Materials in Mineral Aggregates

Tex-425-A, Determining Moisture Content in Fine Aggregate by the "Speedy" Moisture Method

Tex-460-A, Determining Crushed Face Particle Count

**Bituminous (200-F Series)**

Tex-200-F, Sieve Analysis of Fine and Coarse Aggregate\*

Tex-201-F, Bulk Specific Gravity and Water Absorption of Aggregate

Tex-202-F, Apparent Specific Gravity of Material Finer than 180  $\mu$ m (No. 80) Sieve

Tex-203-F, Sand Equivalent Test\*

Tex-204-F, Design of Bituminous Mixtures

Tex-205-F, Laboratory Method of Mixing Bituminous Mixtures

Tex-206-F, Compacting Test Specimens of Bituminous Mixtures\*

Tex-207-F, Determining Density of Compacted Bituminous Mixtures\*

Tex-208-F, Test for Stabilometer Value of Bituminous Mixtures\*

Tex-210-F, Determining Asphalt Content of Bituminous Mixtures by Extraction\*

Tex-211-F, Recovery of Asphalt from Bituminous Mixtures by the Abson Process

Tex-212-F, Determining Moisture Content of Bituminous Mixtures

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Tex-213-F, Determining Hydrocarbon-Volatile Content of Bituminous Mixtures

Tex-217-F, Determining Deleterious Material and Decantation Test for Coarse Aggregates

Tex-221-F, Sampling Aggregate for Bituminous Mixtures, Surface Treatments and Limestone Rock Asphalt

Tex-222-F, Sampling Bituminous Mixtures

Tex-224-F, Determining Flakiness Index

Tex-226-F, Indirect Tensile Strength Test

Tex-227-F, Theoretical Maximum Specific Gravity of Bituminous Mixtures\*

Tex-228-F, Determining Asphalt Content of Bituminous Mixtures by the Nuclear Method\*

Tex-229-F, Combined HMAC Cold-Belt Sampling and Testing Procedure

Tex-236-F, Determining Asphalt Content from Asphalt Paving Mixtures by the Ignition Method\*

**Concrete (400-A Series)**

Tex-407-A, Sampling Freshly-Mixed Concrete

Tex-414-A, Air Content of Freshly Mixed Concrete by the Volumetric Method\*

Tex-415-A, Slump of Portland Cement Concrete\*

Tex-416-A, Air Content of Freshly Mixed Concrete by the Pressure Method\*

Tex-417-A, Unit Weight, Yield, and Air Content (Gravimetric) of Concrete

Tex-418-A, Compressive Strength of Cylindrical Concrete Specimens\*

Tex-419-A, Compressive Strength of Concrete Using Portions of Beams Broken in Flexure

Tex-424-A, Obtaining and Testing Drilled Cores of Concrete

Tex-436-A, Measuring Texture Depth by the Sand Patch Method

Tex-437-A, Test for Flow of Grout Mixtures (Flow Cone Method)

Tex-447-A, Making and Curing Concrete Test Specimens

Tex-448-A, Flexural Strength of Concrete Using Simple Beam Third-Point Loading\*

Tex-450-A, Capping Cylindrical Concrete Specimens

Tex-460-A, Determining Crushed Face Particle Count

**Asphalt (500-C Series)**

Tex-502-C, Penetration of Bituminous Materials (refer to AASHTO T 49)

Tex-530-C, Effect of Water on Bituminous Paving Mixtures

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Tex-531-C. Prediction of Moisture-Induced Damage to Bituminous Paving Materials Using Molded Specimens

Tex-1000-S. Operating Pavement Profilograph and Evaluating Profiles

**Who Must Be Qualified?**

Any individual who performs tests on materials for acceptance must be qualified.

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**Qualification of Sampling and Testing Personnel**

All sampling and testing personnel for approved laboratories shall be qualified to do the work in accordance with "Laboratory Qualification Program".

Each laboratory shall maintain a minimum of one (1) qualified individual for each test procedure performed.

Approved December 2007

## **Section 7. Laboratory Qualification Program**

### **Purpose**

This program provides uniform countywide procedures to ensure that laboratory facilities and equipment are adequate for the performance of required sampling and testing methods.

### **Laboratories**

All laboratories that perform testing for Williamson County must be accredited under the AASHTO Laboratory Accreditation Program. These include, but are not limited to the following:

- Area/project laboratories (includes field laboratories)
- Commercial laboratories
- Contractor laboratories
- Vendor laboratories (material suppliers).

The most current AASHTO accredited laboratories in the State of Texas can be obtained at [http://patapsco.nist.gov/aashto/amrl/services/aap\\_intro.htm](http://patapsco.nist.gov/aashto/amrl/services/aap_intro.htm). In addition, Appendix C includes a list of AASHTO accredited laboratories obtained at the time this document was prepared.

### **Laboratory Qualification Responsibility**

The Construction Observer or his/her authorized representatives will be responsible to ensure all QA laboratories used for project and QA testing and sampling are qualified.

### **Qualification Process**

The laboratory qualifying authority will:

- identify the scope of testing to be performed
- verify that manuals and/or test methods used to perform tests are available and up-to-date
- document that the laboratory has the required equipment to perform the tests
- check the calibration/verification records for each piece of equipment, to include:
  - ◆ description of equipment
  - ◆ identification of any traceable standard used
  - ◆ frequency of calibration
  - ◆ date of last calibration
  - ◆ date of next calibration
  - ◆ procedure used to calibrate equipment
  - ◆ procedure used to identify equipment not in compliance.

In addition, all equipment may be subjected to calibration verification or other inspection by the qualifying authority.

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### **Calibration Standards and Frequencies for Laboratory Equipment**

The standards for calibration and the frequencies for laboratory equipment calibrations shall be in accordance with appropriate testing equipment measures as indicated in the Texas Department of Transportation Manual of Testing Procedures. 100-E (Soils), 200-F (Bituminous), and 400-A (Concrete) series of TxDOT's *Manual of Testing Procedures*.

### **Frequency for Laboratory Qualification**

Laboratories shall be qualified at an interval not to exceed six (6) months, or as directed by the Construction Observer. Calibration/verification is required whenever the laboratory or equipment is moved.

### **Non-Compliance**

A laboratory that does not meet the above requirements is subject to disqualification. Any equipment in a qualified laboratory failing to meet specified equipment requirements for a specific test method shall not be used for that test method.

### **Documentation**

The Construction Observer will be responsible for verifying that laboratories are qualified to perform material testing. Documentation will be required to be kept by the qualified laboratory. Calibration records will be maintained for three (3) years, unless directed otherwise by the Construction Observer.

### **Dispute Resolution**

The County will have the final decision regarding all disputes of the laboratory qualification and calibration of testing equipment.

Approved December 2007

**Section 8. Acceptable Tolerance Limits for Quality Assurance**

The following tables indicate the acceptable tolerance limits for the specified material.

**Embankment**

<b>Embankment</b>		
<b>Procedure</b>	<b>Texas Test Method</b>	<b>Tolerance</b>
In-place Density	" <u>Tex-115-E</u> , Field Method for Determining In-Place Density of Soils and Base Materials"	± 2.5% Field Density

**Untreated & Treated Sub-base and Base Courses**

<b>Untreated &amp; Treated Sub-base and Base Courses</b>		
<b>Procedure</b>	<b>Texas Test Method</b>	<b>Tolerance</b>
In-place Density	" <u>Tex-115-E</u> , Field Method for Determining In-Place Density of Soils and Base Materials"	± 2.5% Field Density
Gradation:	" <u>Tex-110-E</u> , Particle Size Analysis of Soils"	-
> No. 4 ≤ No. 4	-	± 5% ± 3%
Liquid Limit	" <u>Tex-104-E</u> , Determining Liquid Limit of Soils"	15% of the mean*
Plasticity Index	" <u>Tex-106-E</u> , Calculating the Plasticity Index of Soils"	20% of the mean*

**Asphalt Stabilized Base**

<b>Asphalt Stabilized Base</b>		
<b>Procedure</b>	<b>Texas Test Method</b>	<b>Tolerance</b>
Gradation:	" <u>Tex-200-F</u> , Sieve Analysis of Fine and Coarse Aggregates"	-
> No. 4 ≤ No. 4	-	± 5% ± 3%
Liquid Limit	" <u>Tex-104-E</u> , Determining Liquid Limit of Soils"	15% of the mean*
Plasticity Index	" <u>Tex-106-E</u> , Calculating the Plasticity Index of Soils"	20% of the mean*
Percent Asphalt	" <u>Tex-210-F</u> , Determining Asphalt Content of Bituminous Mixtures by Extraction"	± 0.3%
-	" <u>Tex-228-F</u> , Determining Asphalt Content of Bituminous Mixtures by the Nuclear Method"	± 0.3%

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-	"Tex-126-E, Molding, Testing, and Evaluating Bituminous Black Base Materials"	$\pm 0.3\%$
-	"Tex-229-F, Combined HMAC Cold-belt Sampling and Testing Procedure"	$\pm 0.3\%$
-	"Tex-236-F, Determining Asphalt Content from Asphalt Paving Mixtures by the Ignition Method"	$\pm 0.3\%$
In-place Density (Cores)	"Tex-207-F, Determining Density of Compacted Bituminous Mixtures"	$\pm 1\%$ Field Density

## Surface Treatment Aggregates

Surface Treatment Aggregates		
Procedure	Texas Test Method	Tolerance
Gradation:	"Tex-200-F, Sieve Analysis of Fine and Coarse Aggregates"	-
> No. 4 $\leq$ No. 4	-	$\pm 5\%$ $\pm 3\%$

## Portland Cement Concrete Coarse Aggregate

Portland Cement Concrete Coarse Aggregate		
Procedure	Texas Test Method	Tolerance
Gradation:	"Tex-401-A, Sieve Analysis of Fine and Coarse Aggregate"	-
> No. 4 $\leq$ No. 4	-	$\pm 5\%$ $\pm 3\%$

## Portland Cement Concrete Fine Aggregate

Portland Cement Concrete Fine Aggregate		
Procedure	Texas Test Method	Tolerance
Gradation (3/8" through No. 200)	"Tex-401-A, Sieve Analysis of Fine and Coarse Aggregate"	$\pm 3\%$
Sand Equivalent	"Tex-203-F, Sand Equivalent Test"	$\pm 10$

## Portland Cement Concrete Complete Mixture

Portland Cement Concrete Complete Mixture		
Procedure	Texas Test Method	Tolerance
Flexural Strength Compressive	1. "Tex-448-A, Flexural Strength of Concrete Using Simple Beam Third-Point Loading" 2. "Tex-418-A, Compressive Strength of Cylindrical Concrete Specimens"	20% of the mean*

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Slump	" <u>Tex-415-A</u> , Slump of Portland Cement Concrete"	± 1.0"
Entrained Air	3. " <u>Tex-414-A</u> , Air Content of Freshly Mixed Concrete by the Volumetric Method" 4. " <u>Tex-416-A</u> , Air Content of Freshly Mixed Concrete by the Pressure Method"	± 1%

## Asphaltic Concrete Coarse Aggregate

Asphaltic Concrete Coarse Aggregate		
Procedure	Texas Test Method	Tolerance
Gradation:	" <u>Tex-200-F</u> , Sieve Analysis of Fine and Coarse Aggregates"	-
> No. 10 ≤ No. 10	-	± 5% ± 3%
Deleterious Material	" <u>Tex-217-F</u> , Determining Deleterious Material and Decantation Test for Coarse Aggregates"	± 0.3 %
Decantation	" <u>Tex-217-F</u> , Determining Deleterious Material and Decantation Test for Coarse Aggregates"	20% of the mean*

## Asphaltic Concrete Fine Aggregate

Asphaltic Concrete Fine Aggregate		
Procedure	Texas Test Method	Tolerance
Gradation (No. 10 through No. 200)	" <u>Tex-200-F</u> , Sieve Analysis of Fine and Coarse Aggregates"	± 3%
Bar Linear Shrinkage	" <u>Tex-107-E</u> , Determining the Bar Linear Shrinkage of Materials"	± 2

## Asphaltic Concrete Combined Aggregate

Asphaltic Concrete Combined Aggregate		
Procedure	Texas Test Method	Tolerance
Gradation:	" <u>Tex-200-F</u> , Sieve Analysis of Fine and Coarse Aggregates"	-
> 5/8" 5/8" through No. 200 Passing No. 200	-	± 5% ± 3% ± 1.5%
Sand Equivalent	" <u>Tex-203-F</u> , Sand Equivalent Test"	± 10

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## Asphaltic Concrete Complete Mixture

Asphaltic Concrete Complete Mixture		
Procedure	Texas Test Method	Tolerance
Asphalt Content	"Tex-210-F, Determining Asphalt Content of Bituminous Mixtures by Extraction"	$\pm 0.3\%$
-	"Tex-228-F, Determining Asphalt Content of Bituminous Mixtures by the Nuclear Method"	$\pm 0.3\%$
-	"Tex-229-F, Combined HMAC Cold-belt Sampling and Testing Procedure"	$\pm 0.3\%$
-	"Tex-236-F, Determining Asphalt Content from Asphalt Paving Mixtures by the Ignition Method"	$\pm 0.3\%$
Maximum Theoretical Specific Gravity	"Tex-227-F, Theoretical Maximum Specific Gravity of Bituminous Mixtures"	$\pm 0.020$
Laboratory Molded Density	"Tex-207-F, Determining Density of Compacted Bituminous Mixtures"	$\pm 1.0\%$
Laboratory Molded Bulk Specific Gravity	"Tex-207-F, Determining Density of Compacted Bituminous Mixtures"	$\pm 0.020$
Stability	"Tex-208-F, Test for Stabilometer Value of Bituminous Mixtures"	5 points
Moisture	"Tex-212-F, Determining Moisture Content of Bituminous Mixtures"	$\pm 0.2 \text{ mL}$
In-place Air Voids (Core)	"Tex-207-F, Determining Density of Compacted Bituminous Mixtures"	$\pm 1.0\%$

NOTE: The above tolerances are to be used when comparison of test results is by split samples. A tolerance of plus or minus two (2) standard deviations shall be used when comparison of test results is by proficiency samples.

\*The difference between compared test results shall not exceed the indicated percentage of the mean of the compared test results - the mean being the average of the two test results.

EXAMPLE: Plasticity Index	
Job Control test value	18
IA Test value	22
Mean	20
20% difference	4

Both values are within 20% of the mean.

Approved December 2007



Williamson County Road Bond Program  
Construction Quality Control & Quality Assurance Program  
Inspection Check Lists



## Williamson County Road Bond Program Inspection Check Lists

Spec Item:	400 – Excavation & Backfill for Structures	Report No.:	
Description:		Date:	
Location:		Time:	

QC Reviewer: \_\_\_\_\_

Results: ☐ Accepted ☐ Not Accepted

Remarks: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

QC Reviewer Signature: \_\_\_\_\_

### Excavation and Backfill for Structures

**Yes    No    NA**

#### I. Excavation (400.3)

- |   |                          |                          |                          |
|---|--------------------------|--------------------------|--------------------------|
| 1. Whenever excavating for installing structures across private property beyond the limits of the embankment, is the top soil removed prior excavation and kept separate and later replaced, as nearly as feasible, in its original position? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|

\_\_\_\_\_

\_\_\_\_\_

- |   |                          |                          |                          |
|---|--------------------------|--------------------------|--------------------------|
| 2. If trench excavation deeper than five (5) feet, is trench protection required? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|

\_\_\_\_\_

\_\_\_\_\_



## Williamson County Road Bond Program Inspection Check Lists

	Yes	No	NA
3. When old or abandoned structures or foundations are encountered in the excavation, are they removed for the full width of the excavation and to a depth of one (1) foot below the bottom of the excavation? <hr/> <hr/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. During construction, did the contractor receive approval from the Engineer of Record before laying any structures in the presence of water? <hr/> <hr/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. If the excavation cannot be dewatered to the point where the subgrade is free of mud, was a concrete mixture with not less than three (3) sacks of cement per cubic yard (or other material approved by the Engineer of Record) placed a minimum of three (3) inches in depth in the bottom of the excavation? <hr/> <hr/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. For all culverts where the soil encountered at established footing grade is an unstable or incompressible material is the procedure shown in Item 400.3.A.4 followed unless other methods are called for in the plans? <hr/> <hr/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Unless otherwise shown on the plans, are all sewer pipe structures constructed in an open cut with vertical sides to a point one (1) foot above the pipe? <hr/> <hr/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Are all vertical sides sheeted and braced when necessary to maintain the required vertical excavation throughout the construction? <hr/> <hr/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. For pipe to be installed in a fill section was the embankment constructed to one (1) foot above the top of the pipe and then excavated for the pipe? <hr/> <hr/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



## Williamson County Road Bond Program Inspection Check Lists

	Yes	No	NA
10. Is the trench excavated to the width and elevations as shown in the plans? _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Is the pipe, culvert, etc., properly centered in the trench? _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 <b>II. Shaping and Bedding (400.3.B)</b>			
1. For precast box sections and pipe, is the bedding in accordance with Item 400.3.B unless otherwise shown on the plans? _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. For precast pipe and box sections where cement stabilized backfill is indicated on the plans, is the excavation undercut a minimum 4 inches and backfilled with stabilized material to support the pipe at the required grade? _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 <b>III. Backfill – General (400.3.C)</b>			
1. Is backfill material free from stones of such size as to interfere with compaction, large or frozen lumps which will not break down readily under compaction; and wood or other extraneous material? _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. a. Is backfill in areas not supporting any portion of the completed roadbed, retaining wall or embankment, placed in layers not more than ten (10) inches in depth (loose measurement)? _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Is backfill which will support any portion of the roadbed, retaining wall or embankment, placed in uniform layers not to exceed eight (8) inches in depth (loose measurement)? _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



## Williamson County Road Bond Program Inspection Check Lists

**Yes      No      NA**

3. Is each layer of backfill material to the moisture content needed to obtain the required density?

☐      ☐      ☐

\_\_\_\_\_

\_\_\_\_\_

4. If a cohesionless material, such as sand, is used, is it compacted with vibratory equipment, water ponding or a combination of both?

☐      ☐      ☐

\_\_\_\_\_

\_\_\_\_\_

### IV. Backfill – Bridge Foundations, Retaining Walls and Culverts (400.3.C.2)

1. Is the material used for backfilling free of any appreciable amount of gravel or stone particles more than four (4) inches in greatest dimension and of a gradation that permits thorough compaction?

☐      ☐      ☐

\_\_\_\_\_

\_\_\_\_\_

2. Are mechanical tamps or rammers required when the structure being backfilled could sustain damage from other compacting operations?

☐      ☐      ☐

\_\_\_\_\_

\_\_\_\_\_

3. Are any special density requirements for backfill under or adjacent to structures met?

☐      ☐      ☐

\_\_\_\_\_

\_\_\_\_\_

### V. Backfill – Pipe (400.3.C.3)

1. After the bedding and pipes have been installed as required, is the selected backfill materials brought to proper moisture condition, placed along both sides of the pipe equally, in uniform layers not exceeding eight (8) inches in depth (loose measurement), and thoroughly compacted mechanically?

☐      ☐      ☐

\_\_\_\_\_

\_\_\_\_\_



## Williamson County Road Bond Program Inspection Check Lists

**Yes      No      NA**

2. Is the method of backfill in question 1 above continued in this manner to the top of pipe elevation and compacted in accordance with Item 400.3.C.1?

☐      ☐      ☐

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### VI. Cement Stabilized Backfill (400.3.C.4)

1. When required by plans, is cement stabilized backfill or flowable backfill placed equally along all sides of the structure, so as to prevent strain on or displacement of the structure; and are all voids filled?

☐      ☐      ☐

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## Williamson County Road Bond Program Inspection Check Lists

Spec Item:	416 – Drilled Shaft Foundations	Report No.:	
Description:		Date:	
Location:		Time:	

QC Reviewer: \_\_\_\_\_

Results: ☐ Accepted ☐ Not Accepted

Remarks: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

QC Reviewer Signature: \_\_\_\_\_

### 416 – Drilled Shaft Foundations

**Yes    No    NA**

#### I. Materials (416.2)

- |  |                          |                          |                          |
|--|--------------------------|--------------------------|--------------------------|
| 1. Did the Contractor incorporate materials into this project that meet the requirements of referenced items in Section 416.2? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____  |                          |                          |                          |
| _____  |                          |                          |                          |
| 2. Does concrete for Drilled Shafts meet the requirements of Table 1 and Table 2 for concrete class and slump?                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____  |                          |                          |                          |
| _____  |                          |                          |                          |
| 3. If drilling slurry is used, does it meet the requirements of Table 3, as determined by Tex-130 E?                           | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____  |                          |                          |                          |
| _____  |                          |                          |                          |



## Williamson County Road Bond Program Inspection Check Lists

### Drilled Shaft Foundations – Item 416

**Yes    No    NA**

4. Do Chemical Admixtures meet the requirements of DMS-4620?

☐    ☐    ☐

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#### II. Construction (416.3)

##### A. Excavation

1. When excavating, was satisfactory founding material encountered at plan elevation?

☐    ☐    ☐

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If not, was the bottom of the shaft adjusted, or the foundation altered, as determined by the Engineer of Record, to satisfactorily comply with the design requirements?

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2. Is the shaft vertical alignment measured and found to be within a tolerance of 1 inch per 10 feet of depth? **(Hold Point)**

☐    ☐    ☐

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3. Is the center of shaft location measured and found to be not more than 1 inch from the horizontal position shown on the plans? **(Hold Point)**

☐    ☐    ☐

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If not, was a structural review performed?

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4. Did the Contractor provide suitable access and lighting for proper inspection of the completed excavation?

☐    ☐    ☐

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## Williamson County Road Bond Program Inspection Check Lists

### Drilled Shaft Foundations – Item 416

	Yes	No	NA
5. For abutment drill shafts, is the embankment at the bridge ends completed to grade and thoroughly compacted prior to drilling?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____			
_____			
 B. Requirements for Slurry Displacement Method			
1. If the slurry method is used to construct drilled shaft, is slurry mixed at the project site or is it premixed in a reservoir adjacent to the excavation (not in the shaft excavation or other hole)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____			
_____			
2. During and after drilling was a head of slurry maintained in the shaft excavation at or near ground level or higher as necessary to counteract ground water pressure?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____			
_____			
3. Just prior to placement of reinforcing steel, was an airlift or proper size cleanout bucket used to remove accumulated material on the bottom after the completion of drilling? <b>(Hold Point)</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____			
_____			
4. Was concrete placement started within 4 hours of shaft excavation? If not, was shaft reprocessed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____			
_____			
5. Is the slurry agitated if the placement of concrete is delayed to keep it liquefied?			
_____			
_____			



## Williamson County Road Bond Program Inspection Check Lists

### Drilled Shaft Foundations – Item 416

#### C. Reinforcing Steel

- |   | Yes                      | No                       | NA                       |
|---|--------------------------|--------------------------|--------------------------|
| 1. Is the cage of reinforcing steel completely assembled according to plans and placed in the drill shaft as a unit immediately prior to concrete placement?<br><b>(Hold Point)</b><br><br>_____<br>_____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Where spiral reinforcement is used, is it tied to longitudinal bars (not welded) at a spacing not to exceed 24 inches?<br><br>_____<br>_____   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. In uncased shafts, are concrete spacer blocks or steel chairs placed at sufficient intervals to insure concentric spacing for the entire length of the cage?<br><br>_____<br>_____                     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. In cased shafts, are steel chair spacers or bent pieces of steel bars placed at sufficient intervals to insure concentric spacing inside the casing?<br><br>_____<br>_____                             | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Is the cage adequately supported to control vertical displacement and racking and distortion of the steel during concrete placement and/or extraction of the casing?<br><br>_____<br>_____             | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. a. Is the elevation of the steel cage checked before and after concrete placement or after casing extraction when casing is used?<br><br>_____<br>_____  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Did the downward movement of the steel not exceed 6 inches per 20 feet of shaft length?<br><br>_____<br>_____  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |



## Williamson County Road Bond Program Inspection Check Lists

### Drilled Shaft Foundations – Item 416

	Yes	No	NA
c. Did the upward movement of the steel not exceed 6 inches? _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Were the dowel bars checked for proper lap length between the shaft and column? _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. Concrete (Perform all work in accordance with the requirements of Item 420, “Concrete Structures”.)			
1. For dry shafts 24” in diameter or smaller, is concrete placed continuously through the entire length of the shaft through a suitable tube or tremie (limit freefall to 25 feet) to prevent segregation of materials?  (Note: For dry shafts over 24” diameter concrete freefall is unlimited; use 3 foot drop tube.) _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Does the elapsed time from the beginning of concrete placement into the cased portion of the shaft until the completion of extraction of the casing exceed one hour? _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. At the time the concrete is placed, is the excavated drill shaft free from accumulated seep water? _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Has all loose material been removed from the bottom of the excavation prior to placing concrete? _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



## Williamson County Road Bond Program Inspection Check Lists

### Drilled Shaft Foundations – Item 416

	Yes	No	NA
E. Additional Requirements for Slurry Displacement or Underwater Concrete Placement Methods			
1. Is the concrete placed through a closed tremie or pumped to the bottom of the excavation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____			
_____			
2. If a tremie is used, is it kept full of concrete and well submerged in the previously placed concrete at all times?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____			
_____			
How is this determined?			
_____			
_____			
3. During the placement of concrete was the tremie raised, as necessary, to maintain the free flow of concrete and the stability of any casing used?			
_____			
_____			
4. Was additional concrete placed to ensure the removal of any contaminated concrete at the top of the shaft?			
_____			
_____			
5. For pours over water, was a collar used to capture the slurry and the top portion of concrete flushed from the shaft?			
_____			
_____			
6. If the tremie seal (separating layer between the concrete and contaminated bottom hole material) is lost, was the tremie removed, the bottom resealed and the tremie re-inserted at least 5 feet below the new seal before continuing concrete placement?			
_____			
_____			



Williamson County  
Road Bond Program  
Inspection Check Lists

**Drilled Shaft Foundations – Item 416**

	Yes	No	NA
F. Load Testing			
1. If required, were the poured drill shafts load tested after curing in accordance with Item 405, “Foundation Test Load”?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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# Williamson County Road Bond Program Inspection Check Lists

## Drilled Shaft Foundations – Item 416

### Drilled Shaft Record Form No. 416

DRILLED SHAFT				BELL FTG.		Date Drilled	Casing Used	Drilling Mud	Slurry Plmt.	Remarks
No.	Dia. (in)	Top of Shaft Elev.	Length (ft)	Dia. (CY)	Vol. (CY)					
Bent No.	Design Load			Tons per shaft						
Bent No.	Design Load			Tons per shaft						
Bent No.	Design Load			Tons per shaft						
Bent No.	Design Load			Tons per shaft						
Bent No.	Design Load			Tons per shaft						
Summary for Payment				Comments						
Total this sheet		Total this structure								
size of shaft	Length (ft.)	size of shaft	Length (ft.)							
Total Vol of Bells		Total Vol of Bells								



# Williamson County Road Bond Program Inspection Check Lists

## **Drilled Shaft Foundations – Item 416**

Signature/Date: \_\_\_\_\_



## Williamson County Road Bond Program Inspection Check Lists

Spec Item: 420 – Concrete Structures	Report No.: _____
Description: _____	Date: _____
Location: _____	Time: _____

QC Reviewer: \_\_\_\_\_

Results: ☐ Accepted ☐ Not Accepted

Remarks: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

QC Reviewer Signature: \_\_\_\_\_

### Concrete Structures

**Yes   No   NA**

- |   |                          |                          |                          |
|---|--------------------------|--------------------------|--------------------------|
| I. Materials (420.2)  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1. Were concrete structures constructed from materials conforming to<br>TxDOT's Department Material Specifications in accordance with Section<br>420.2? |                          |                          |                          |

\_\_\_\_\_

\_\_\_\_\_

### II. Construction (420.4)

#### A. Schedule Restrictions



## Williamson County Road Bond Program Inspection Check Lists

### Concrete Structures – Item 420

	Yes	No	NA
1. Did the Contractor comply with the schedule restrictions of Section 420.4.A, prior to erecting forms, removing forms, placement of materials, equipment and bridge rail, opening to construction or full traffic, post-tensioning or backfilling, ensure the previously placed concrete attained the minimum compressive strength or curing time?  _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>B. Falsework and Forms</b>			
1. Are the working drawings for forms and falsework signed and sealed by a Registered Professional Engineer, licensed in the state of Texas?  _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Were the falsework and forms placed braced and alignments checked to ensure placement in accordance with the plans signed/sealed working drawings?  _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>C. Reinforcement (provided under Item 440)</b>			
1. Was reinforcing steel supports welded to I-beams or girders or to reinforcing steel as shown in the plans?  _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Is the installation of dowels and anchor bolts in accordance with Section 420.4.G.10?  _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>D. Placing Concrete - General</b>			
1. Is the temperature of structural concrete at the time of placement between 50° and 95° F?  _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



## Williamson County Road Bond Program Inspection Check Lists

### Concrete Structures – Item 420

	Yes	No	NA
2. Is the temperature of each truck load of concrete for bridge slabs and top slabs of direct traffic culverts being checked and is it between 50° and 85°F?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> <hr/>			
3. Does the transporting time from the Batching Plant to the placing of concrete in the forms conform to the specification or requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> <hr/>			
4. If a pump is used to deliver concrete from the truck to the structure, is sampling for testing done at the discharge or was correlation testing performed and documented to ensure that specifications are met at the discharge end?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> <hr/>			
5. Are all forms, pre-stressed concrete panels, T-beams and concrete box beams wetted thoroughly and remaining puddles of excess water removed prior to concrete placement?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> <hr/>			
6. Does the method of handling, placing and consolidation of concrete minimize segregation of the concrete and displacement of the reinforcement?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> <hr/>			
7. Does the concrete have a free fall of five (5) feet or less except in the case of thin walls or as specified otherwise?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> <hr/>			



## Williamson County Road Bond Program Inspection Check Lists

### Concrete Structures – Item 420

	Yes	No	NA
8. Is the concrete deposited in the forms in uniform layers not more than thirty-six (36) inches in thickness unless otherwise directed by the Engineer?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/>			
<hr/>			
9. Is the sequence of successive layers or adjacent portions of concrete such that they can be vibrated into a homogenous mass with the previously placed concrete before it sets?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/>			
<hr/>			
10. Is the construction sequence arranged so that cold joints in a monolithic placement is avoided?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/>			
<hr/>			
11. Is the concrete vibrated immediately after placement to consolidate the concrete and have the mortar flushed to the form surfaces?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/>			
<hr/>			
12. Is at least one stand-by vibrator provided for emergency use in addition to those required for placement?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/>			
<hr/>			
13. Is the rate of placement and finish satisfactory?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/>			
<hr/>			
14. Unless otherwise shown on the plans, for monolithic mass placements having a least dimension greater than five (5) feet, did the contractor submit a detailed plan to minimize temperature differential and meet the requirements of the Specification?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/>			
<hr/>			



# Williamson County Road Bond Program Inspection Check Lists

## Concrete Structures – Item 420

	Yes	No	NA
<b>E. Construction Joints</b>			
1. Are all construction joints in bridge slabs of the type and at the locations shown on the plans?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/>			
2. Are there additional bridge slab construction joints placed that are not shown on the plans?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/>			
3. Was written authorization from the Engineer given for additional joints in these members?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/>			
<b>F. Placing Concrete in Cold Weather</b>			
1. Is concrete placed only when the ambient temperature in the shade is 35°F and rising or above 40°F?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/>			
2. Is the temperature maintained after placement in accordance with Section 420.4.G.11?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/>			
<b>G. Placing Concrete in Hot Weather</b>			
1. Unless otherwise directed by the Engineer, is an approved retarding agent used in all concrete pours for superstructures and top slabs of direct traffic culverts when the air temperature is above 85°F?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/>			



## Williamson County Road Bond Program Inspection Check Lists

### Concrete Structures – Item 420

	Yes	No	NA
<b>H. Placing Concrete in Water</b>			
1. Are all classes of concrete placed under water, except Class E and Class SS, redesigned to contain an additional sack of cement per cubic yard?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> <hr/>			
2. Is the concrete placed with a tremie meeting the requirements of Section 420.4.G.13, and is it not permitted to fall freely through the water nor disturbed after being placed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> <hr/>			
<b>I. Placing Concrete in Superstructure</b>			
1. For simple span bridge slabs, what type of finishing machine was used?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> <hr/>			
2. If other than a mechanical longitudinal screed or a self-propelled transverse finishing machine was used, was approval given by the Engineer for small placements or unusual conditions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> <hr/>			
<b>J. Finish of Bridge Slabs</b>			
1. Did QC Reviewer witness the dry-run with the Contractor to ensure dead load deflection, screed profile, steel elevation, tying of rebar, armor joint elevation, depth of cover, etc. was checked?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> <hr/>			
2. Was the concrete worked with a float to ensure a smooth finish?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> <hr/>			



## Williamson County Road Bond Program Inspection Check Lists

### Concrete Structures – Item 420

	Yes	No	NA
3. Did QC Reviewer perform sufficient checks with a 16-ft. straight edge on the plastic concrete to ensure final surface is within specified tolerances?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/>			
<hr/>			
4. Did QC Reviewer continue checking and floating until the deck surface was true to grade, free of depressions, high spots, voids and rough spots?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/>			
<hr/>			
5. Was the surface finish achieved by using a carpet drag, burlap drag or broom?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/>			
<hr/>			
6. Was the finished concrete surface coated within 10 minutes with a single application of evaporation retardant at the rate recommended by the manufacturer?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/>			
<hr/>			
7. Is the final bridge deck surface given a grooved steel tine finish approximately 1/8 to 3/16 inches deep approximately 1/8 inches wide, randomly spaced approximately 3/4 to 1 inch apart?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/>			
<hr/>			
8. Did the bridge deck finish meet the ride quality tolerance of 1/8 inch in ten (10) feet (10 feet straight edge test)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/>			
<hr/>			
9. Was the bridge deck grooved by saw-cutting in accordance with Section 420.4.I?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/>			
<hr/>			



# Williamson County Road Bond Program Inspection Check Lists

## Concrete Structures – Item 420

	Yes	No	NA
<b>K. Curing Concrete</b>			
1. Were the curing requirements of Item 420.4.J met? (Note: See Table 1 – Please note “Exceptions to 4-Day Curing?”)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/>			
<hr/>			
<b>L. Removal of Forms and Falsework</b>			
1. Did the Contractor remove the forms and falsework in accordance with Section 420.4.K?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/>			
<hr/>			
<b>M. Ordinary Surface Finish</b>			
1. Unless noted otherwise in the plans, did the exposed surfaces for the following items receive an ordinary finish in accordance with Section 420.4.M?			
a. Inside and top of inlets?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Inside and top of manholes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Inside of sewer appurtenances?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Inside of culvert barrels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Bottom of bridge slab between girders or beams?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Vertical and bottom surfaces of interior concrete beams or girders?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Note: Form marks and chamfer edges do not need to be smoothed for inside of culvert barrels and bottom of bridge slabs between girders or beams.</p>			
<b>N. Surface Finishes for Concrete (Item 427)</b>			
1. Was the surface cleaned and patched in preparation to receive the finish coating as shown in the plans: was this work performed in accordance with the requirements of Item 427?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



# Williamson County Road Bond Program Inspection Check Lists

## Concrete Structures – Item 420

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## Williamson County Road Bond Program Inspection Check Lists

Spec Item: 421 – Hydraulic Cement Concrete	Report No.: _____
Description: _____	Date: _____
Location: _____	Time: _____

QC Reviewer: \_\_\_\_\_

Results: ☐ Accepted ☐ Not Accepted

Remarks: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

QC Reviewer Signature: \_\_\_\_\_

### Portland Cement Concrete

**Yes   No   NA**

#### I. Materials (421.2)

1. Do the materials used in all mixed concrete placed on the job conform to TxDOT's Department Material Specifications and other requirements of Section 421.2?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____			
_____			

2. Is the concrete mix visually checked for uniformity from the beginning to the end of each load?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____			
_____			



# Williamson County Road Bond Program Inspection Check Lists

## Hydraulic Cement Concrete – Item 421

**Yes    No    NA**

### II. Construction (421.4)

#### A. Classification and Mix Design

- |  |                          |                          |                          |
|--|--------------------------|--------------------------|--------------------------|
| 1. Are the requirements for entrained air met as outlined in Section 421.4.A.4 (Table 7)?                                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____  |                          |                          |                          |
| _____  |                          |                          |                          |
| 2. Are the requirements of Table 8 – “Slump Requirements” being met?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____  |                          |                          |                          |
| _____  |                          |                          |                          |
| 3. Is the maximum water-cement ratio exceeded?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____  |                          |                          |                          |
| _____  |                          |                          |                          |
| 4. If question 3 is “yes”, is the ratio regularly exceeded; was a new design performed?                                      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____  |                          |                          |                          |
| _____  |                          |                          |                          |
| 5. Is no water added to the concrete once discharge has begun to ensure that the maximum water-cement ratio is not exceeded? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____  |                          |                          |                          |
| _____  |                          |                          |                          |

#### B. Job Testing and Documentation

- |  |                          |                          |                          |
|--|--------------------------|--------------------------|--------------------------|
| 1. Was the concrete checked at the beginning of the load for slump or entrained air to prohibit placement of non-conforming material?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____  |                          |                          |                          |
| _____  |                          |                          |                          |
| 2. Is the required job site testing (strength, slump, entrained air, concrete temperature, etc.) being performed at the required frequency using proper TxDOT testing methods? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____  |                          |                          |                          |
| _____  |                          |                          |                          |



## Williamson County Road Bond Program Inspection Check Lists

### Hydraulic Cement Concrete – Item 421

	Yes	No	NA
3. Are the concrete tickets properly completed? _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Is the amount of water withheld (based on the design water-cement ratio) at the plant shown on the concrete ticket? _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. If concrete is pumped, where is sampling and testing being performed? _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Were comparison tests recorded between the haul unit and the point of unit discharge after pump? _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 C. Truck Mounted Paving Mixers and Transit Mix Trucks			
1. Is each truck delivered concrete batch mixed not less than 70 nor more than 100 revolutions of the drum at the mixing speed designated by the manufacturer to produce a uniform concrete mix? _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. When water is added at the job site, is the batch mixed a minimum of 25 revolutions at mixing speed? _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AT PLANT									
Plant	Des. No.				Truck No.				
CY	County	Project			CCSJ				
Class	Air Temp	°F	Mixer Chg'd.		<input type="checkbox"/> AM <input type="checkbox"/> PM	MAX TIME			
*%Moist	CA <sub>1</sub>	CA <sub>2</sub>	CA <sub>3</sub>	CA <sub>4</sub>	FA <sub>1</sub>	FA <sub>2</sub>			
Water:	Added (gal).		Ice. (lbs)		Max. (gal)				
Rev. Const.:	Beg.	End			Mix Rev.				
Remarks									
Plant Inspector Signature									
AT JOBSITE									
Structure									
Location in Str.									
Water	Added (gal).		Ice (lbs).						
Rev. Constr.	Beg.	End.			Mix Rev.				
*Slump	%Air		*Conc. Temp	°F	*Unit Weight		Lbs/ft <sup>3</sup>		
*Bm. Or Cyl. Nos	Target Value		psi	Mixer Unloaded		<input type="checkbox"/> AM <input type="checkbox"/> PM			
Remarks									
Plant Inspector Signature									

Concrete Batch Ticket



Ticket No:

Date:

Material Information

MAT'L	Identification*	Am't Batched
AEA		oz.
RA		oz.
WRA		oz.
		oz.
CA <sub>1</sub>		lbs.
CA <sub>2</sub>		lbs.
FA <sub>1</sub>		lbs.
Cement		lbs.
Fly Ash		lbs.
		lbs.
		lbs.
		lbs.



## Williamson County Road Bond Program Inspection Check Lists

Spec Item: <u>422 – Reinforced Concrete Slab</u>	Report No.: _____
Description: _____	Date: _____
Location: _____	Time: _____

QC Reviewer: \_\_\_\_\_

Results: ☐ Accepted ☐ Not Accepted

Remarks: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

QC Reviewer Signature: \_\_\_\_\_

### Reinforced Concrete Slab

**Yes   No   NA**

#### I. Materials (422.2)

1. Are the materials furnished by the Contractor in accordance with the referenced Items of work and meet the requirements of Section 422.2? ☐ ☐ ☐

\_\_\_\_\_  
 \_\_\_\_\_

#### II. Construction (422.3)

##### A. Pre-placement

1. Is all placing, finishing and curing equipment in place and operational? ☐ ☐ ☐

\_\_\_\_\_  
 \_\_\_\_\_



## Williamson County Road Bond Program Inspection Check Lists

### Reinforced Concrete Slab – Item 422

	Yes	No	NA
2. Has a dry runoff the equipment been done? _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Has the proper clear cover for the rebar been checked? _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Does screed clear at the armor joints? _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Are drains and grates at plan location and elevation? _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Is sufficient plastic and curing blankets available in case of inclement weather after the pour begins? _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Are forms, deck panels, beams and every element that the fresh concrete will come in contact with properly wetted? _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 <b>B. During Placement</b>			
1. Has placement begun at the low end on spans with a profile grade of 1.5% or more? _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Are proper clear cover depths being checked at the frequency shown in the Test Guide Schedule? _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



## Williamson County Road Bond Program Inspection Check Lists

### Reinforced Concrete Slab – Item 422

	Yes	No	NA
3. Is concrete being placed between exterior and adjacent beams prior to placing concrete on overhangs? <hr/> <hr/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Is the application of evaporation retardant and curing compound being applied at the times required by specification and at the rates identified by the manufacturer? <hr/> <hr/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>C. Post Placement</b>			
1. Is the final surface within specification tolerances when checked with a 16-ft straightedge? <hr/> <hr/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Has concrete attained a compressive strength in accordance with Section 420.4.A and Table 5 of Section 421.4 prior to removing forms or introducing loads? <hr/> <hr/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. If deck grooves are saw cut, were they installed in accordance with Section 420.4.I? <hr/> <hr/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



## Williamson County Road Bond Program Inspection Check Lists

Spec Item:	423 – Retaining Wall	Report No.:	
Description:		Date:	
Location:		Time:	

QC Reviewer: \_\_\_\_\_

Results: ☐ Accepted ☐ Not Accepted

Remarks: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

QC Reviewer Signature: \_\_\_\_\_

### Retaining Wall

**Yes   No   NA**

#### I. Materials (432.2)

1. Do the materials furnished by the Contractor meet the requirements of the referenced Items of work and other requirements of Section 432.2?

\_\_\_\_\_

\_\_\_\_\_

2. For non-reinforced cast-in-place, was “Class A” concrete used? ☐ ☐ ☐

\_\_\_\_\_

\_\_\_\_\_

3. For reinforced cast-in-place, was “Class C” concrete used? ☐ ☐ ☐

\_\_\_\_\_

\_\_\_\_\_



## Williamson County Road Bond Program Inspection Check Lists

### Retaining Wall – Item 423

	Yes	No	NA
4. Are precast panels fabricated with “Class H” concrete with compressive strength breaks of 4,000 psi or greater?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/>			
<hr/>			
5. If machine-made concrete block units are used, were they cast in accordance with ASTM C-90, Class 1, Type II and meet the 28-day compressive strength of 4,000 psi with maximum moisture absorption of 7%?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/>			
<hr/>			
6. If machine-made concrete block units are used, were they sampled and tested in accordance with ASTM C-140 and are the molded dimensions within 1/8” tolerance, except where height must be within 1/16”?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/>			
<hr/>			
7. For filter fabric used in the Retaining Wall System, is it UV-resistant and does the material meet the requirements of DMS-6200?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/>			
<hr/>			
8. Are approved joint fillers, pads, waterstops, etc. used as shown in the plans?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/>			
<hr/>			
9. Does the retaining wall design service life meet the requirements of Section 423.3B?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/>			
<hr/>			
10. Does the backfill material conform to the gradation and other requirements stated in the plans and/or Item 423.C.2: Table 2 and Item 423.3.C.3: Table 3?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/>			
<hr/>			



## Williamson County Road Bond Program Inspection Check Lists

### Retaining Wall – Item 423

#### II. Construction (423.2)

**Yes    No    NA**

1. Is the foundation for the structure graded level and compacted with a roller approved prior to wall construction? (Hold Point)

☐    ☐    ☐

2. Are any foundation soils found to be unsuitable removed and replaced?

☐    ☐    ☐

3. Is filter fabric placed behind all wall joints, and at the intersection of retaining walls with other structures, including riprap?

☐    ☐    ☐

4. Does the filter fabric cover joints a minimum of 6 inches on each side and is it positively held in place?

☐    ☐    ☐

5. As select fill material is placed behind the wall panels, are the panel alignments maintained by acceptable bracing methods?

☐    ☐    ☐

6. Do vertical tolerances and horizontal alignment tolerance not exceed  $\frac{3}{4}$ " when measured along the wall with a 10-foot straight edge?

☐    ☐    ☐

7. Is the overall vertical tolerance of the wall (plumbness from top to bottom) within  $\frac{1}{2}$ " per 10-feet of wall height?

☐    ☐    ☐

8. Does the backfill placement closely follow the erection of each lift of panels, and is it placed in 8" lifts and compacted to 95% of density?

☐    ☐    ☐



## Williamson County Road Bond Program Inspection Check Lists

### Retaining Wall – Item 423

	Yes	No	NA
9. At each reinforcement level, is the backfill leveled and compacted before placing the reinforcement?  _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Is adjacent embankment placed to approximately the same level as the backfill material?  Note: Do not create a continuous, distinct, vertical joint between the select and embankment backfill.  _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Is compaction in the 3-foot strip adjacent to the backside of the wall accomplished with hand operated or walk-behind compacter?  _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. If rock backfill is used as select material, was a filter fabric layer placed before placing the last 2 feet of backfill immediately below the pavement structure or top of wall? Note: Overlap splices by at least 18".  _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Does the upper 2 feet of rock backfill contain no stones larger than 3" in their greatest dimension and is it composed of material with sufficient fines to fill the voids in a compacted state?  _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Is the wall being constructed in accordance with the details shown on the plan sheets and/or construction drawings?  _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. If construction drawings are used to show the construction details, does the Reviewer have (or have access to) a copy of these drawings?  _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



## Williamson County Road Bond Program Inspection Check Lists

### Retaining Wall – Item 423

	Yes	No	NA
16. Are proper spacers provided between panels? _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Is grading and drainage maintained adjacent to the wall during construction? _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. If temporary MSE walls are used, were the walls constructed in accordance with Section 423.3.F requirements? _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. If Concrete Block Retaining Walls are used, were the walls constructed in accordance with Section 423.3.G? _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



## Williamson County Road Bond Program Inspection Check Lists

Spec Item:	425 – Precast Pre-stressed Concrete Structural Members	Report No.:	
Description:		Date:	
Location:		Time:	
QC Reviewer: _____			
Results:	<input type="checkbox"/> Accepted	<input type="checkbox"/> Not Accepted	
Remarks:			
QC Reviewer Signature: _____			

### Precast/Pre-stressed Concrete Structural Members

**Yes   No   NA**

#### I. Materials (425.2)

- |  |                          |                          |                          |
|--|--------------------------|--------------------------|--------------------------|
| 1. Do the materials incorporated in the Precast Pre-stressed Concrete Structural Members conform to the reference items of work, TxDOT's Department Material Specifications and other requirements of Section 425.2? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|

- |  |                          |                          |                          |
|--|--------------------------|--------------------------|--------------------------|
| 2. Did the Contractor provide manufacturer's certifications for bedding strips and use adhesives or bonding agents as recommended by the polystyrene manufacturer? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|



## Williamson County Road Bond Program Inspection Check Lists

### Precast Pre-stressed Concrete Structural Members – Item 425

	Yes	No	NA
<b>II. Construction (425.3)</b>			
1. Are beams, bridge deck panels and bearing pads approved by TxDOT and is the TxDOT stamp on them?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> <hr/>			
2. Do beams have any signs of damage such as cracks, spalling and/or “honeycombs”?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> <hr/>			
3. Are dimensions correct?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> <hr/>			
4. During erection of beams, did the Contractor securely tie or brace all beams in accordance with minimum erection and bracing standards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> <hr/>			
5. Are any safety hazards apparent (power lines, traffic hazards or other construction activities)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> <hr/>			
6. Have beams been erected to proper alignment as shown on the plans?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> <hr/>			
7. Are beams positioned with the proper clearance from the abutment back-wall and adjacent beam?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> <hr/>			



## Williamson County Road Bond Program Inspection Check Lists

Spec Item:	440 – Reinforcing Steel	Report No.:	
Description:		Date:	
Location:		Time:	

QC Reviewer: \_\_\_\_\_

Results: ☐ Accepted ☐ Not Accepted

Remarks: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

QC Reviewer Signature: \_\_\_\_\_

### Reinforcing Steel

**Yes   No   NA**

#### I. Materials (440.2)

- |   |                          |                          |                          |
|---|--------------------------|--------------------------|--------------------------|
| 1. Does the reinforcing steel to be welded comply with ASTM A706 or have a carbon equivalency of not more than 0.55%? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|

\_\_\_\_\_

- |   |                          |                          |                          |
|---|--------------------------|--------------------------|--------------------------|
| 2. Do the electrodes used for welding conform to the requirements of Item 448.2 for the type of reinforcing steel used? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|

\_\_\_\_\_



## Williamson County Road Bond Program Inspection Check Lists

### Reinforcing Steel – Item 440

	Yes	No	NA
3. Does the person performing the welding operation have welder certification paper issued by TxDOT that covers the type of work he/she is performing? (448.4) <hr/> <hr/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Is an oven used to dry and store electrodes with low hydrogen coverings for the times and at the temperatures required? (448.4.C) <hr/> <hr/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Is the rebar used on the job from an approved Mill as required by Section 440.2.A? <hr/> <hr/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Unless otherwise shown on the plans, is the deformed rebar Grade 60 as required by Section 440.2.B? <hr/> <hr/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. For Epoxy Coated Rebar, is the coated reinforcing steel in accordance with Table 3 (440.2.F)? <hr/> <hr/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Are mechanical couplers used when reinforcing steel is spliced? <hr/> <hr/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Are all couplers furnished by the Contractor produced by a pre-qualified manufacturer? (DMS-4510) <hr/> <hr/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Before being used, are the couplers sampled and tested as required in Item 440.2.G and do they meet all requirements? (DMS-4510) <hr/> <hr/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



## Williamson County Road Bond Program Inspection Check Lists

### Reinforcing Steel – Item 440

	Yes	No	NA
<b>II. Construction (440.3.C)</b>			
1. Is steel reinforcement adequately stored above the surface of the ground upon platforms, skids or other supports and protected from damage and deterioration?  _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. In final placement, is the reinforcement free from dirt, paint, grease, oil or other foreign materials and from defects such as cracks and delaminations?  _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Are lap-splice, weld-splice, or mechanically spliced bars placed as shown on the plans and meet the requirements of Section 440.3.D and Table 5 “Minimum Lap Requirements by Bar Size”?  _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If not, was written approval given by the Engineer for additional splices?  _____			
4. In the plane of the steel parallel to the nearest surface of concrete, do the bars vary from plan placement by not more than 1/12 of the spacing between bars?  _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. In the plane of the steel perpendicular to the nearest surface of concrete, do the bars vary from plan placement by not more than 1/4”?  _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Is the depth of cover (concrete) to the nearest surface of steel at least 1” unless otherwise shown on the plans?  _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



# Williamson County Road Bond Program Inspection Check Lists

## Reinforcing Steel – Item 440

	Yes	No	NA
7. For bridge slabs, is the clear cover tolerance for the top mat of reinforcement 0" to 1/2"?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____			
_____			
8. Are bars of the proper size, location and quantity as shown on the plans?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____			
_____			
9. a. What type of bar supports are used?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____			
_____			
b. Are the bar supports adequate in strength and number to hold the reinforcement in place, before and during concrete placement?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____			
_____			
If not, is concrete placement halted until corrective measures are taken?			
_____			
_____			
c. If individual bar supports are used, are they placed in rows at 4 ft. maximum spacing?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____			
_____			
d. If continuous type bar supports are used, are they placed in rows at 4 ft. maximum spacing?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____			
_____			
e. Are continuous type bar supports used when permanent metal deck forms are used?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____			
_____			



## Williamson County Road Bond Program Inspection Check Lists

### Reinforcing Steel – Item 440

	Yes	No	NA
10. Are all accessories used with epoxy coated reinforcement such as tie wires, bar chairs, supports or clips made of steel, fully coated with epoxy or plastic? <hr/> <hr/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Has all visible damage to the coating been repaired in accordance with Section 440.3.F.3 before the reinforcement is used? <hr/> <hr/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Is any cutting of coated reinforcement done only by sawing or shear cutting with permission of the Engineer? <hr/> <hr/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Have all cut ends been coated before the reinforcement is used? <hr/> <hr/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



## Williamson County Road Bond Program Inspection Check Lists

Spec Item:	442 – Metal for Structures	Report No.:	
Description:		Date:	
Location:		Time:	

QC Reviewer: \_\_\_\_\_

Results: ☐ Accepted ☐ Not Accepted

Remarks: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

QC Reviewer Signature: \_\_\_\_\_

### Metal for Structures

**Yes   No   NA**

#### I. Materials (442.2)

##### A. Non-Bridge Structures:

1. Was the structural steel delivered and used within the project tested in accordance with ASTM A370? ☐   ☐   ☐

\_\_\_\_\_

2. Does the type and grades of steel used by the Contractor in accordance with the listing in Section 442.2.2.A or as shown on the plans? ☐   ☐   ☐

\_\_\_\_\_



## Williamson County Road Bond Program Inspection Check Lists

### Metal for Structures – Item 442

**Yes    No    NA**

3. Have tension members and other components listed in Section 442.2.2.B been impact tested and do the test results conform with the Charpy V-notch (CVN) requirements of Table 1 within the above stated section?

☐    ☐    ☐

**B. Other Components such as Shear Connectors, Anchors, Fasteners, Slip-resistant Deck Plates and Rail Posts:**

1. Do the materials supplied to the project under this section have a certification of material properties from the manufacturer?

☐    ☐    ☐

2. Do the materials meet the ASTM requirements as shown in Section 442.2.3 per category description and tested in accordance with section requirements?

☐    ☐    ☐

**C. Forgings, Castings and Extrusions (442.2.B, C, D, E, F, G):**

1. Do the components under this category meet the ASTM, class, grade and/or alloy-temper as required in accordance by Section 442.2.B, C, D, E, F, G?

☐    ☐    ☐

**II. Construction Methods (442.3)**

1. Was the structural metal fabricated, welded and erected in accordance with Item 441, "Steel Structures"; Item 447, "Structural Bolting; Item 448, "Structural Field Welding"; and applicable AWS welding codes?

☐    ☐    ☐

2. Were the fabricated and erected structural metal members painted in accordance with Item 446, "Cleaning and Painting Steel"?

☐    ☐    ☐



Williamson County  
Road Bond Program  
Inspection Check Lists

**Metal for Structures – Item 442**

- |   | Yes                      | No                       | NA                       |
|---|--------------------------|--------------------------|--------------------------|
| 3. When specified in the plans, was the fabricated steel items galvanized in accordance with Item 445, “Galvanizing”?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <hr/> <hr/>   |                          |                          |                          |
| 4. Were field repairs to the painting or galvanizing of fabricated and erected steel items performed in accordance with Item 446, “Cleaning and Painting” or Item 445, “Galvanizing”? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <hr/> <hr/>   |                          |                          |                          |



## Williamson County Road Bond Program Inspection Check Lists

Spec Item:	462 – Concrete Box Culverts & Storm Drains	Report No.:
	464 – Reinforced Concrete Pipe	
Description:		Date:
Location:		Time:

QC Reviewer: \_\_\_\_\_

Results: ☐ Accepted ☐ Not Accepted

Remarks: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

QC Reviewer Signature: \_\_\_\_\_ :

### Concrete Box Culverts & Storm Drains/Reinforced Concrete Pipe

**Yes   No   NA**

#### I. Materials (462.2 and 464.2)

##### A. Reinforced Concrete Pipe, Concrete Box Culverts and Storm Drains

1. Were the individual sections of pipe or pre-cast boxes inspected and rejected if they do not have the Division of Materials and Tests monogram on them?

☐   ☐   ☐

\_\_\_\_\_

2. For cast-in-place or pre-cast box culverts and storm drains, do the materials and method of fabrication comply with the requirements of Section 462.2.A, B?

☐   ☐   ☐

\_\_\_\_\_

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## Williamson County Road Bond Program Inspection Check Lists

### Concrete Box Culverts & Storm Drains – Item 462 Reinforced Concrete Pipe – Item 464

	Yes	No	NA
3. For cast-in-place box culverts and storm drains, during fabrication, did test specimens meet the requirements of Item 421, “Hydraulic Cement Concrete”; Item 440, “Reinforcing Steel” and conform to the requirements of Item 420, “Concrete Structures”?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> <hr/>			
4. Were the individual sections of pipe or pre-cast boxes inspected at the project site and repaired or rejected if any of the defects are found?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> <hr/>			
5. Were pre-cast sections inspected to ensure they meet the tolerance in accordance with Section 462.2.F?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> <hr/>			
6. Are cracks which extend into the plane of the reinforcing steel repaired in an approved manner?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> <hr/>			
7. Are small damaged or honeycombed areas which are purely surface in nature repaired to the satisfaction of the Engineer?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> <hr/>			
8. Are precast sections stored on level blocking in a manner acceptable to the Engineer?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> <hr/>			
9. Are lifting holes larger than 3” diameter?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> <hr/>			



## Williamson County Road Bond Program Inspection Check Lists

### Concrete Box Culverts & Storm Drains – Item 462 Reinforced Concrete Pipe – Item 464

#### B. Jointing Materials

**Yes    No    NA**

1. For all jointing materials except mortar, has the Contractor furnished the Engineer the Manufacturer's Certificate of Compliance that complies with the requirements in Section 464.2.I?

☐    ☐    ☐

\_\_\_\_\_

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#### II. Construction (462.3 and 464.3)

##### A. Laying Pipe and Pre-cast Boxes

1. Unless otherwise authorized by the Engineer, did the Contractor start the laying of pipe or pre-cast boxes on the bedding at the outlet end with the spigot or tongue pointing downstream and proceed toward the inlet end with the abutting sections properly matched, true to the established lines and grade?

☐    ☐    ☐

\_\_\_\_\_

\_\_\_\_\_

2. Is proper equipment provided for hoisting and lowering the sections of pipe or pre-cast boxes into the trench without disturbing the bedding and the sides of the trench?

☐    ☐    ☐

\_\_\_\_\_

\_\_\_\_\_

3. Are the ends of the pipe or precast boxes carefully cleaned, if necessary?

☐    ☐    ☐

\_\_\_\_\_

\_\_\_\_\_

4. Is the pipe or pre-cast boxes fitted and matched so that when laid in the bed, it forms a smooth uniform conduit?

☐    ☐    ☐

\_\_\_\_\_

\_\_\_\_\_

5. Are multiple installations of reinforced concrete pipe (RCP) laid with the center lines of individual barrels parallel?

☐    ☐    ☐

\_\_\_\_\_

\_\_\_\_\_



## Williamson County Road Bond Program Inspection Check Lists

### Concrete Box Culverts & Storm Drains – Item 462 Reinforced Concrete Pipe – Item 464

**Yes    No    NA**

6. Unless otherwise shown on the plans for multiple installations for RCP, are the clear distances between outer surfaces of adjacent pipes as shown in Item 464.3.B (Table 5)?

☐    ☐    ☐

\_\_\_\_\_

\_\_\_\_\_

7. Is the area for placement of structures excavated, shaped and the structures bedded and backfilled in accordance with Item 400, "Excavation and Backfill Structures"?

☐    ☐    ☐

\_\_\_\_\_

\_\_\_\_\_

8. Unless otherwise shown on the plans or permitted in writing by the Engineer, did heavy earth moving equipment haul over the structure before a minimum of 4-feet of compacted fill was placed over the top of the structure?

☐    ☐    ☐

\_\_\_\_\_

\_\_\_\_\_

9. Is pipe or pre-cast boxes damaged by the Contractor's equipment removed and replaced or repaired by an approved method by the Engineer?

☐    ☐    ☐

\_\_\_\_\_

\_\_\_\_\_

#### B. Jointing for Pipes, Concrete Box Culverts and Storm Drains

1. Does the mortar consist of one part cement, two parts sand, and sufficient water to make a plastic mix?

☐    ☐    ☐

\_\_\_\_\_

\_\_\_\_\_

2. Are the structure ends cleaned and wetted before making the joint?

☐    ☐    ☐

\_\_\_\_\_

\_\_\_\_\_

3. After the structures are tightly jointed, is the mortar packed into the joint from both inside and outside the structure, and then the inside finished smooth and flush with adjacent joints of structure?

☐    ☐    ☐

\_\_\_\_\_

\_\_\_\_\_



## Williamson County Road Bond Program Inspection Check Lists

### Concrete Box Culverts & Storm Drains – Item 462 Reinforced Concrete Pipe – Item 464

**Yes    No    NA**

4. Are mortar joints cured by keeping the joints wet for at least 48 hours or until the backfill operation begins after the mortar joint has cured for at least 6 hours?

☐    ☐    ☐

5. Is no mortar jointing done when the atmospheric temperature is at or below 40°F?

☐    ☐    ☐

6. Are mortared joints protected against freezing by backfilling or other approved methods for at least 24 hours?

☐    ☐    ☐

#### C. Joints using Cold-Applied, Plastic Asphalt Sewer Joint Compound

1. Are both ends of the structure clean and dry at the time the joint is made?

☐    ☐    ☐

2. Was a ½" thick layer of the compound troweled or otherwise placed in the groove end of the structure covering not less than two-thirds of the joint face around the entire circumference before the tongue end of the next structure is shoved home with sufficient pressure to make a tight joint?

☐    ☐    ☐

3. After the joint is made, is any excess mastic projecting into the structure removed?

☐    ☐    ☐

#### D. Joints Using Rubber Gasket

1. Where rubber gasket joints are required by the plans, is the joint assembly made according to the recommendations of the gasket manufacturer?

☐    ☐    ☐



## Williamson County Road Bond Program Inspection Check Lists

### Concrete Box Culverts & Storm Drains – Item 462 Reinforced Concrete Pipe – Item 464

**Yes    No    NA**

2. When using rubber gaskets, are the joints water tight?

☐    ☐    ☐

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#### E. Joints Using Pre-formed Flexible Joint Sealants

1. Are the joints placed according to the procedure shown in Article 464.3.C.4 and the manufacturer's recommendations?

☐    ☐    ☐

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2. Is the joint sealer placed in such manner that no dirt or other deleterious materials will come in contact with the joint sealing material?

☐    ☐    ☐

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3. When the atmospheric temperature is below 60°F, are plastic joint seal gaskets either stored in an area warmed to above 70°F or artificially warmed to this temperature in a manner satisfactory to the Engineer?

☐    ☐    ☐

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#### F. Connections and Stub Ends for Pipes, Concrete Box Culverts and Storm Drains

1. Is the bottom of existing structures mortared or concreted if necessary to eliminate any drainage pockets created by the connections?

☐    ☐    ☐

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2. Is any damage to the existing structure resulting from making the connection satisfactorily repaired by the Contractor?

☐    ☐    ☐

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3. Unless otherwise shown on the plans, are the connections between concrete pipe and corrugated metal pipe made with a suitable concrete collar having a minimum thickness of 4"?

☐    ☐    ☐

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462/464-6



# Williamson County Road Bond Program Inspection Check Lists

## Concrete Box Culverts & Storm Drains – Item 462 Reinforced Concrete Pipe – Item 464

	Yes	No	NA
4. Are stub ends, for connections to future work not shown on the plans, finished by installing watertight plugs into the free end of the pipe?  _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. For precast boxes, fill lifting holes with mortar or concrete and cure or precast concrete mortar plugs may be used. Have the holes been filled accordingly prior to backfill?  _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**APPENDIX B**  
**GUIDE SCHEDULE OF SAMPLING AND TESTING**

# GUIDE SCHEDULE OF SAMPLING & TESTING

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MAY 2016



## Using the Guide Schedule

Research of sampling and testing rates listed for project tests in the following Guide Schedule show that the Department's and the Contractor's risk of either rejecting "good" material or accepting "bad" material range from 20% to 40%.

To reduce this risk, we recommend that the sampling rate be increased during initial production. A four-fold increase in testing frequency will generally reduce risk to approximately 5%. The intent of increasing testing at the start of production is to insure that the Contractor's processes are in control and to establish acceptability requirements early.

There is a need to increase the frequency of testing for high-variability materials and when testing results do not meet specifications. The Engineer may require the Contractor to reimburse the Department for costs resulting from failing test results, in accordance with the specifications.

Materials incorporated in TxDOT projects are subjected to various quality assurance procedures such as testing (as outlined in this document), certification, quality monitoring, approved lists, etc. The Engineer and testing staff should familiarize themselves with materials to be used before work begins by reviewing the specifications and this document. Discuss material testing requirements with the Contractor.

Other testing required by the specifications, but not shown in the Guide Schedule, should be performed at a frequency necessary to provide adequate confidence that materials meet specifications.

NOTE: For projects subject to FHWA construction oversight activities, use the "[Letter of Certification of Materials Used](#)" to document reasons for material acceptance when a test fails. For all other projects, document the justification and explanation for acceptance of materials that fail project tests in the project file.

Assuring the quality of the product and proper incorporation of materials into the project begins with proper sampling practices. Sampling, testing, and construction inspection must be performed collaboratively to assure the specific attributes of the finished product reflect quality workmanship. Sampling guidance for hot-mixed asphalt is contained in Tex-225-F, "Random Selection of Bituminous Mixture Samples," and the respective specification for that material. All remaining materials are covered by method and materials specifications, to which the following applies.

For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows:

- Soils/flexible base: Vary sampling between stockpiling operations, completed stockpile, windrow, and project site. Vary the time of day sampling is performed.
- Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, belt sampling, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed.
- Concrete (structural and miscellaneous): Always sample as near as practicable to the point of placement. For strength testing, vary the time of day or the number of truck from which the concrete is sampled. Tests for slump, air, and temperature should be done often to ensure the consistent control of the concrete production (not applicable to miscellaneous concrete).

***This Guide Schedule is applicable to all contracts associated with the 2014 Standard Specifications.***

This is a guide for minimum sampling and testing.

Testing frequency may need to be increased for high material variability or when test results approach specification limits.

**TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES**

			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	REMARKS
EMBANKMENT (CUTS & FILLS)	Liquid Limit (A)	Tex-104-E	During stockpiling operations, from completed stockpile, or project site (B)	Materials with PI $\leq$ 15: 10,000 CY	For Type A embankment or when required by the plans. This test may be waived for embankment cuts as directed by the Engineer. Determine a new liquid limit and plasticity index for each different material or notable change in material.
	Plasticity Index (A)	Tex-106-E		Materials with PI > 15: 5,000 CY	Sample in accordance with Tex-100-E.
	Gradation	Tex-110-E		Each 10,000 CY	When shown on plans. This test may be waived for embankment cuts, as directed by the Engineer. Sample in accordance with Tex-100-E.
	Moisture/Density	Tex-114-E		As directed by the Engineer	Not required for ordinary compaction. Determine a new optimum moisture and maximum density for each different material or notable change in material. Sample in accordance with Tex-100-E.
	In-place Density (A)	Tex-115-E	As designated by the Engineer	Fill: each 5,000 CY min. 1 per lift.	Not required for ordinary compaction. Determine a new optimum moisture and maximum density according to Tex-114-E for each different material or notable change in material.
				Cut: each 6,000 LF	Correct the moisture contents measured by nuclear density gauge in Tex-115-E with the moisture contents determined in accordance with Tex-103-E, as necessary for control, for each different material or notable change in material and adjust the density accordingly. Materials such as RAP, gypsum, lime, cement, and iron ore tend to bias the counts for nuclear density gauges.
RETAINING WALL (NON-SELECT BACKFILL)	As shown above for Embankment (Cuts and Fills)		As shown above for Embankment (Cuts and Fills)	As shown above for Embankment (Cuts and Fills)	Sample in accordance with Tex-100-E.
RETAINING WALL (SELECT BACKFILL)	Gradation	Tex-110-E	During stockpiling operations, from completed stockpile, or project site (B)	Each 5,000 CY	Sample in accordance with Tex-400-A.
	Resistivity (A)	Tex-129-E	During stockpiling operations, from completed stockpile, or project site (B)	Each 5,000 CY	For material with resistivity between 1,500 and 3,000 ohm-cm, determine chloride and sulfate content, as specified in Item 423. Sample in accordance with Tex-400-A.
	pH (A)	Tex-128-E	During stockpiling operations, from completed stockpile, or project site (B)	Each 5,000 CY	Sample in accordance with Tex-400-A.

This is a guide for minimum sampling and testing.

Testing frequency may need to be increased for high material variability or when test results approach specification limits.

**TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES**

			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	REMARKS
RETAINING WALL (SELECT BACKFILL) (continued)	Soundness	Tex-411-A	During stockpiling operations, or from completed stockpile	1 per source, per project	Test when backfill sources appear to contain particles such as shale, caliche, or other soft, poor-durability particles. Sample in accordance with Tex-400-A.
	In-place Density (A)	Tex-115-E	As designated by the Engineer.	1 per backfill lift, per wall	Not required for rock backfill. For walls greater than 500 ft. in length, perform one test per lift for every 500 ft. in length. (F) Correct the moisture contents measured by nuclear density gauge in Tex-115-E with the moisture contents determined in accordance with Tex-103-E for each different material or notable change in material and adjust the density accordingly.
UNTREATED BASE COURSES	Liquid Limit (A)	Tex-104-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY	Sample in accordance with Tex-400-A.
	Plasticity Index (A)	Tex-106-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY	
	Gradation (A)	Tex-110-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY	Sample in accordance with Tex-400-A.
	Moisture/Density	Tex-113-E	From completed stockpile at the source (E)	Each 20,000 CY	Not required for ordinary compaction. Sample in accordance with Tex-400-A.
	Wet Ball Mill (A)	Tex-116-E	From completed stockpile at the source (E)	Each 20,000 CY	As required by the plans. Sample in accordance with Tex-400-A.
	Strength (A)	Tex-117-E	From completed stockpile at the source (E)	Each 20,000 CY	As required by the plans. When base material is from a source where the District has a record of satisfactory triaxial results, the frequency of testing may be reduced to one per 30,000 CY. If any one test falls below the minimum value required, the frequency of testing will return to the original frequency of 20,000 CY. Sample in accordance with Tex-400-A.

This is a guide for minimum sampling and testing.

Testing frequency may need to be increased for high material variability or when test results approach specification limits.

**TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES**

			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	REMARKS
UNTREATED BASE COURSES	In-place Density (A)	Tex-115-E	As designated by the Engineer	Each 3,000 CY, min. 1 per lift	Correct the moisture contents measured by nuclear density gauge in Tex-115-E with the moisture contents determined in accordance with Tex-103-E, as necessary for control, for each different material or notable change in material and adjust the density accordingly. Materials such as RAP, gypsum, lime, cement, and iron ore tend to bias the counts for nuclear density gauges.
	Thickness (A)	Tex-140-E	As designated by the Engineer	Each 3,000 CY	Not required where survey grade control documents compliance.
TREATED SUBGRADE AND BASE COURSES	SUBGRADE BEFORE TREATMENT	Organic Content	Tex-148-E	As designated by the Engineer	1 per 500 linear feet or 5,000 CY Required for existing subgrade material and material imported from a borrow source. Soil survey and geologic maps may be used to determine sampling locations. Sample in accordance with Tex-100-E.
		Sulfate Content	Tex-145-E	As designated by the Engineer	1 per 500 linear feet or 5,000 CY Required for existing subgrade material and material imported from a borrow source. Soil survey and geologic maps may be used to determine sampling locations. Sample in accordance with Tex-100-E.
	NEW BASE MATERIAL	Liquid Limit (A)	Tex-104-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY When central mix site or plant is used, windrow sampling may be waived. Sample in accordance with Tex-400-A.
		Plasticity Index (A)	Tex-106-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY
		Gradation (A)	Tex-110-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY Sample in accordance with Tex-400-A.
		Wet Ball Mill (A)	Tex-116-E	From completed stockpile at the source (E)	Each 20,000 CY As required by the plans. Sample in accordance with Tex-400-A.

This is a guide for minimum sampling and testing.

Testing frequency may need to be increased for high material variability or when test results approach specification limits.

**TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES**

				PROJECT TESTS		
MATERIAL OR PRODUCT		TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	REMARKS
TREATED SUBGRADE AND BASE COURSES	NEW BASE MATERIAL	Strength (A)	Tex-117-E	From completed stockpile at the source (E)	Each 20,000 CY	As required by the plans. When base material is from a source where the District has a record of satisfactory triaxial results, the frequency of testing may be reduced to one per 30,000 CY. If any one test falls below the minimum value required, the frequency of testing will return to the original frequency of 20,000 CY.
	LIME	Compliance with DMS-6350	Tex-600-J	During delivery to project	Commercial Lime Slurry: each 200 tons of lime Carbide Lime Slurry: each 100 tons of lime	Sample in accordance with Tex-400-A. Verify the source is listed on the current Material Producer List for Lime. Only materials appearing on the Material Producer List will be accepted. Sample frequency for Carbide Lime Slurry may be increased as directed by the Engineer.  For Hydrated Lime and Quick Lime project testing is not required but it is encouraged to sample and test the material at a rate of 1 per project as a best practice.
	CEMENT	Compliance with DMS-4600		Railroad car, truck, or cement bins		Verify the source is listed on the current Material Producer List for Cement. If not, sample and test in accordance with DMS-4600. (C)
	FLY ASH MATERIAL	Compliance with DMS-4615		Project samples at location designated by the Engineer		Verify the source is listed on the current Material Producer List for Fly Ash. Only materials from CST/M&P approved sources appearing on the Material Producer List for Fly Ash will be accepted. Project testing is not required but it is encouraged to sample and test the material at a rate of 1 per project as a best practice. (C)
	COMPLETE MIXTURE	Pulverization Gradation	Tex-101-E Part III	Roadway, after pulverization and mixing	As necessary for control	At the beginning of the project, one test must be made for each 4,500 CY or 6,000 tons until the Engineer is satisfied that acceptable pulverization results are being obtained. Sample in accordance with Tex-100-E.
		Soil-Cement Testing Soil-Lime Testing	Tex-120-E, Part II, or Tex-121-E, Part II	From roadway windrow after treatment (E)	Each 20,000 CY	Not required for ordinary compaction. Determine a new moisture/density curve for each different or notable change in material. Perform Tex-120-E, Part II, for Cement Treated Material, and Tex-121-E, Part II, for Lime, Lime-Fly Ash, or Fly Ash Treated Material. If Tex-120-E, Part I, Tex-121-E, Part I, or Tex-127-E is performed prior to the project, this test may be waived. Sample in accordance with Tex-100-E.

This is a guide for minimum sampling and testing.

Testing frequency may need to be increased for high material variability or when test results approach specification limits.

**TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES**

				PROJECT TESTS		
MATERIAL OR PRODUCT		TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	REMARKS
TREATED SUBGRADE AND BASE COURSES	COMPLETE MIXTURE	Soil-Cement Testing Soil-Lime Testing	Tex-120-E, Part I, Tex-121-E, Part I, or Tex-127-E	From roadway windrow after treatment	As necessary for control	Perform Tex-120-E, Part I, on cement treated material, and Tex-121-E, Part I, for lime-fly ash or fly ash treated material. Verifies the field strength by comparing results from the mix design. Performed at the discretion of Engineer.  Sample in accordance with Tex-100-E.
		In-place Density (A)	Tex-115-E	As designated by the Engineer	Each 3,000 CY, min 1 per lift	Determine the appropriate moisture/density curve for each different material or notable change in material. Correct the moisture contents measured by nuclear density gauge in Tex-115-E with the moisture contents determined in accordance with Tex-103-E, as necessary for control, for each different material or notable change in material and adjust the density accordingly. Stabilizers and materials such as RAP, gypsum, and iron ore tend to bias the counts for nuclear density gauges.
		Thickness (A)	Tex-140-E	As designated by the Engineer	Each 3,000 CY	Not required where survey grade control documents are used for compliance
RECLAIMED ASPHALT PAVEMENT (RAP), CRUSHED CONCRETE, and RECYCLED MATERIALS		Sulfate Content	Tex-145-E	During stockpiling operations, from completed stockpile, or windrow	Each 5,000 CY	Required only for contractor furnished recycled material, including crushed concrete. Not required for RAP.  Sample in accordance with Tex-400-A.
		Deleterious Material	Tex-413-A		Each 5,000 CY	Required only for contractor furnished recycled material, including crushed concrete.  Sample in accordance with Tex-400-A.
		Decantation	Tex-406-A	During stockpiling operations, from completed stockpile, or windrow	Each 5,000 CY	Required only for contractor furnished RAP.  Sample in accordance with Tex-400-A.

**TABLE I – FOOTNOTES**

<b>A</b>	When this project acceptance test fails but the product is accepted, document the reasons for acceptance on the Letter of Certification of Materials Used or in the SiteManager Remarks field.
<b>B</b>	Engineer will select any of these locations or any combinations thereof with the provision that the initial sample will be obtained from the completed stockpile at the source and at least one out of ten consecutive samples will be taken at the project site (from the windrow for treated and untreated bases and embankments when possible).
<b>C</b>	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.

This is a guide for minimum sampling and testing.

Testing frequency may need to be increased for high material variability or when test results approach specification limits.

D	<p>For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows:</p> <ul style="list-style-type: none"><li>• Soils/Flexible Base: For gradation, liquid limit, and plastic limit, vary sampling between stockpiling operations, completed stockpile, windrow, and project site. Vary the time of day sampling is performed.</li><li>• Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, belt sampling, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed.</li></ul>
E	The Engineer will sample from the completed stockpile at the source and test prior to placement.
F	Each test performed that is based on a quantity of material is considered "or fraction thereof" for calculating number of tests.

This is a guide for minimum sampling and testing.

Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE IA – ASPHALT STABILIZED BASE (Plant Mix)

			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (C)	FREQUENCY OF SAMPLING (D)	REMARKS
AGGREGATE	Gradation (A)	Tex-200-F, Part I	During stockpiling operations, from completed stockpile, or prior to mixing	Each 5,000 CY	Sample in accordance with Tex-400-A.
	Liquid Limit (A)	Tex-104-E	During stockpiling operations, from completed stockpile, or prior to mixing	Each 5,000 CY	Sample in accordance with Tex-400-A.
	Plasticity Index (A)	Tex-106-E	During stockpiling operations, from completed stockpile, or prior to mixing	Each 5,000 CY	
	Wet Ball Mill or L. A. Abrasion (A)	Tex-116-E or Tex-410-A	During stockpiling operations, from completed stockpile, or prior to mixing	Each 20,000 CY	When L. A. Abrasion is specified, tests are not required when the published value of the source, as listed on the current Material Producer List for <b>BRSQC</b> , meets the project specifications. Sample in accordance with Tex-400-A. (B)
	Coarse Aggregate Angularity (A)	Tex-460-A, Part I	During stockpiling operations, from completed stockpile, or prior to mixing	1 per project, per source	Not required for crushed stone sources. Sample in accordance with Tex-400-A.
	Sand Equivalent	Tex-203-F	Hot aggregate bins, feeder belt, or stockpile	1 per project, per source	When designated by the Engineer, test may be run on combined aggregates when multiple sources are used. Sample in accordance with Tex-400-A.
LIME	Compliance with DMS-6350		During delivery to the project	Hydrated Lime: 1 per project Commercial Lime Slurry: each 200 tons of lime (D) Carbide Lime Slurry: each 100 tons of lime (D) Quick Lime: 1 per project	On projects requiring less than 50 tons, material from CST/M&P approved sources may be accepted on the basis of Producer's Certification without sampling.
RECLAIMED ASPHALT PAVEMENT (RAP), and RECYCLED AGGREGATE	Decantation	Tex-217-F, Part II	During stockpiling operations, from completed stockpile, or prior to mixing	Each 10,000 CY	Sample in accordance with Tex-400-A.

This is a guide for minimum sampling and testing.

Testing frequency may need to be increased for high material variability or when test results approach specification limits.

**TABLE IA – ASPHALT STABILIZED BASE (Plant Mix)**

			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (C)	FREQUENCY OF SAMPLING (D)	REMARKS
RECYCLED ASPHALT SHINGLES (RAS)	Decantation	Tex-217-F, Part III	During stockpiling operations, from completed stockpile, or prior to mixing	Each 10,000 CY	Sample in accordance with Tex-400-A.
ASPHALT BINDER	Compliance with Item 300 – Binder and Tack Coat		Sampled, tested and preapproved by CST/M&P. Take project samples when designated by the Engineer.	1 each for binder and tack coat per project, per grade, per source	Test at least one sample taken from the project. Sample tack coat at the distributor on the roadway in accordance with Tex-500-C, Part III. Sample binder at hot mix plant in accordance with Tex-500-C, Part II. Binder should arrive on the project pre-approved. If not pre-approved, sample binder before use.
COMPLETE MIXTURE	Laboratory Density (A)	Tex-126-E	Plant Mix (C)	20,000 CY (25,000 tons)	Sample in accordance with Tex-222-F.
	Percent Asphalt (A)	Tex-236-F	Plant Mix (C)	Each 1,500 CY (2,000 tons) or days production	Determine asphalt content correlation factors for ignition oven at a minimum of one per project. Sample in accordance with Tex-222-F.
	Indirect Tensile Strength – Dry	Tex-226-F	Plant Mix	1 per project, per design	Sample in accordance with Tex-222-F.
	Moisture Susceptibility	Tex-530-C	As designated by the Engineer	1 per project, per design	This test may be waived, when shown on the plans. Sample in accordance with Tex-222-F.
ROADWAY	In-Place Air Voids (A)	Tex-207-F	Roadway cores, as designated by the Engineer (C, D)	Each 2,500 CY (3,000 tons) or days production	Not required for ordinary compaction or when air void requirements are waived. Sample in accordance with Tex-222-F.

**TABLE IA – FOOTNOTES**

<b>A</b>	When this project acceptance test fails but the product is accepted, document the reasons for acceptance on the Letter of Certification of Materials Used or in the SiteManager Remarks field.
<b>B</b>	Engineer will select any of these locations or any combinations thereof with the provision that at least one out of ten consecutive samples will be taken at the project site (from the windrow for treated and untreated bases and embankments when possible).
<b>C</b>	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: <ul style="list-style-type: none"> <li>• Soils/flexible base: Vary sampling between stockpiling operations, completed stockpile, windrow, and project site. Vary the time of day sampling is performed.</li> <li>• Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, belt sampling, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed.</li> </ul>
<b>D</b>	Each test performed that is based on a quantity of material is considered “or fraction thereof” for calculating number of tests.

This is a guide for minimum sampling and testing.

Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE II – SEAL COAT					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (C)	FREQUENCY OF SAMPLING (D)	REMARKS
AGGREGATE	Gradation (A)	Tex-200-F, Part I	Stockpile (At source or at point of delivery)	One each 1,000 CY	Rate may be reduced to one each 2,000 CY if the Engineer approves a contractor quality control plan. Sample in accordance with Tex-221-F.
	L. A. Abrasion (A)	Tex-410-A	Stockpile	1 per 20,000 CY	Verify the published value of the source, as listed on the current Material Producer List for <b>BRSQC</b> , meets the project specifications. If not, sample and test at 1 per 20,000 CY prior to use. Sample in accordance with Tex-221-F. (B)
	Magnesium Soundness (A)	Tex-411-A	Stockpile	1 per 20,000 CY	Verify the published value of the source, as listed on the current Material Producer List for <b>BRSQC</b> , meets the project specifications. If not, sample and test at 1 per 20,000 CY prior to use. Sample in accordance with Tex-221-F. (B)
	Surface Aggregate Classification (A)	Tex-612-J, Tex-411-A	Stockpile	1 per 20,000 CY	Verify the published value of the source, as listed on the current Material Producer List for <b>BRSQC</b> , meets the project specifications. If not, sample and test at 1 per 20,000 CY prior to use. Sample in accordance with Tex-221-F. (B)
	Pressure Slake (A)	Tex-431-A	Stockpile	1 per 20,000 CY	Same as above. Required only for lightweight aggregate. Sample in accordance with Tex-221-F.
	Freeze Thaw (A)	Tex-432-A	Stockpile	1 per 20,000 CY	Same as above. Required only for lightweight aggregate. Sample in accordance with Tex-221-F.
	Unit Weight	Tex-404-A	Stockpile	1 per 20,000 CY	Same as above. Required only for lightweight aggregate. Sample in accordance with Tex-221-F.
	24 hr Water Absorption (A)	Tex-433-A	Stockpile	1 per 20,000 CY	Same as above. Required only for lightweight aggregate. Sample in accordance with Tex-221-F.
	Coarse Aggregate Angularity	Tex-460-A	Stockpile	1 per 20,000 CY	Only required for crushed gravel. Sample in accordance with Tex-221-F.
	Deleterious Material (A)	Tex-217-F, Part I	Stockpile	1 per 10,000 CY	Not required for lightweight aggregate. Sample in accordance with Tex-221-F.
	Decantation (A)	Tex-406-A	Stockpile	1 per 10,000 CY	Sample in accordance with Tex-221-F.
	Flakiness Index	Tex-224-F	Stockpile	Frequency as directed by the Engineer	Sample in accordance with Tex-221-F.

This is a guide for minimum sampling and testing.

Testing frequency may need to be increased for high material variability or when test results approach specification limits.

**TABLE IA – ASPHALT STABILIZED BASE (Plant Mix)**

			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (C)	FREQUENCY OF SAMPLING (D)	REMARKS
	Micro Deval	Tex-461-A	Stockpile	1 per project or as necessary for control	Compare result to published value listed on the current Material Producer List for <b>BRSQC</b> . Submit sample to CST/M&P for Soundness and L.A. Abrasion testing when results differ by more than 3% points, unless otherwise directed by the Engineer. Sample in accordance with Tex-221-F.
	White Rock Count	Tex-220-F	Stockpile		Required only for Limestone Rock Asphalt. Not required when CST/M&P provides inspection at the plant. Sample in accordance with Tex-221-F.
	Naturally Impregnated Bitumen Content	Tex-236-F	Stockpile		Required only for Limestone Rock Asphalt. Not required when CST/M&P provides inspection at the plant. Sample in accordance with Tex-221-F.
PRECOATED AGGREGATE	Asphalt Content	Tex-236-F	Stockpile	Frequency as directed by the Engineer when a target value is specified	Sample in accordance with Tex-221-F.
ASPHALT	Compliance with Item 300		Sampled, tested, and preapproved by CST/M&P. Take project samples when designated by the Engineer from the distributor or transport.	1 per project, per grade, per source	Sample in accordance with Tex-500-C. Binder should arrive on the project pre-approved. If not pre-approved, sample binder before use.

**TABLE II – FOOTNOTES**

<b>A</b>	When this project acceptance test fails but the product is accepted, document the reasons for acceptance on the Letter of Certification of Materials Used or in the SiteManager Remarks field.
<b>B</b>	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
<b>C</b>	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: <ul style="list-style-type: none"> <li>Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, belt sampling, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed.</li> </ul>
<b>D</b>	Each test performed that is based on a quantity of material is considered “or fraction thereof” for calculating number of tests.

This is a guide for minimum sampling and testing.

Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE III – HYDRAULIC CEMENT CONCRETE – STRUCTURAL (Classes: C, F, H, S, CO, K, LMC, or SS)						
				PROJECT TESTS		
MATERIAL OR PRODUCT		TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (E)	REMARKS
MINERAL AGGREGATE	COARSE AGGREGATE	Decantation (B)	Tex-406-A	From stockpile at concrete plant	Each 20,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		Sieve Analysis (A) (B)	Tex-401-A		Each 1,000 CY of concrete (each source)	Sample in accordance with Tex-400-A. Test combined aggregate when used.
		Deleterious Materials (B)	Tex-413-A		1 per project or as necessary for control	Sample in accordance with Tex-400-A.
		Los Angeles Abrasion (A) (B)	Tex-410-A		Two, each source	Verify the value of the source, as listed on the current Material Producer list for CRSQC, meets the project specifications. If not, sample and submit to CST/M&P for testing prior to use in accordance with Tex-499-A. Sample in accordance with Tex-400-A. (C)
		5-cycle Magnesium Sulfate Soundness (A) (B)	Tex-411-A		Two, each source	Verify the value of the source, as listed on the current CRSQC, meets the project specifications. (C)
	FINE AGGREGATE	Sand Equivalent (B)	Tex-203-F	From stockpile at concrete plant	1 per project or as necessary for control	Sample in accordance with Tex-400-A. Test combined aggregate when used.
		Organic Impurities (B)	Tex-408-A		1 per project, per source	Sample in accordance with Tex-400-A.
		Sieve Analysis (A) (B)	Tex-401-A		Each 1,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		Fineness Modulus (B)	Tex-402-A		1 per project or as necessary for control	Sample in accordance with Tex-400-A. Test combined aggregate when used. Test to confirm material variability when strength values are in question.
		Deleterious Material (B)	Tex-413-A		1 per project or as necessary for control	Sample in accordance with Tex-400-A. Test to confirm material variability when strength values are in question.
		Acid Insoluble Residue (A) (B)	Tex-612-J		Two, each source	Only for concrete subject to direct traffic. Verify the value of the source, as listed on the current CRSQC, meets the project specifications. If not, sample and submit to CST/M&P for testing prior to use in accordance with Tex-499-A. Sample in accordance with Tex-400-A. (C)
SILICA FUME		Compliance with DMS-4630 (A)		Railroad car, truck, bags or silos	1 per project, per class of concrete (For each type and brand)	Sample in accordance with Tex-320-D.

This is a guide for minimum sampling and testing.

Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE III – HYDRAULIC CEMENT CONCRETE – STRUCTURAL (Classes: C, F, H, S, CO, K, LMC, or SS)

			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (E)	REMARKS
METAKAOLIN	Compliance with DMS-4635 (A)		Railroad car, truck or silos	1 per project, per class of concrete (For each type and brand)	
MIX DESIGN	Compliance with Standard Specification Item 421.4.A		At source (if not approved)	Min. 1 design per class, per source	Verify if cement, fly ash, slag cement, and chemical admixture sources are listed on the Material Producer Lists. If not, sample and submit to CST/M&P for testing. Water testing is contracted by the concrete supplier (commercial lab report to be reviewed by TxDOT). Sample in accordance with Tex-300-D for cement and in accordance with Tex-733-I for fly ash.
JOINT MATERIAL	Compliance with DMS-6300				Sample in accordance with Tex-500-C. Verify the source is listed on the Material Producer List for <b>Joint Sealers</b> . If not, sample and test prior to use in accordance with DMS-6310. (C)
CURING COMPOUND	Compliance with DMS-4650		Sampled at jobsite; tested by CST/M&P. See remarks.	When requested by CST	Only products listed on the Material Producer List for <b>Concrete Curing Compounds</b> will be allowed. When sample is requested by CST, sample in accordance with Tex-718-I. Ensure container has been agitated and mixed prior to sampling. (C)
EVAPORATION RETARDANTS	Compliance with DMS-4650				Only products listed on the Material Producer list for <b>Evaporation Retardants</b> will be allowed. (C)
REINFORCING STEEL	Compliance with the Std. Specifications & Spec. Provisions	As Specified			Only materials from CST/M&P approved sources listed on the Material Producer Lists for <b>Reinforcing Steel Mills</b> and <b>Seven Wire Steel Strand</b> will be allowed. (C)
MECHANICAL COUPLERS	Compliance with DMS-4510	Tex-743-I	Sampled at jobsite; Tested by CST/M&P	3 couplers per lot (500 couplers) for each type, model, bar size and grade	Only materials from CST/M&P approved sources listed on the Material Producer List for <b>Mechanical Couplers</b> will be allowed. (C)
LATEX	Compliance with DMS-4640 for concrete chemical admixtures		Sampled at jobsite.	Min. of 1 test per project	Sample in accordance with Tex-321-E.
EPOXY	Compliance with DMS-6100, unless otherwise specified		Sampled at jobsite if not pre-approved by CST/M&P.	1 per batch or shipment	Verify the source is listed on the Material Producer List for <b>Epoxies and Adhesives</b> . If not, sample and test prior to use in accordance with DMS-6100. Sample in accordance with Tex-734-I. (C)

This is a guide for minimum sampling and testing.

Testing frequency may need to be increased for high material variability or when test results approach specification limits.

**TABLE III – HYDRAULIC CEMENT CONCRETE – STRUCTURAL (Classes: C, F, H, S, CO, K, LMC, or SS)**

			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (E)	REMARKS
CONCRETE	Compressive Strength (A)	Tex-418-A	At point of concrete placement	4 cylinders for each 60 CY per class, per day (For bridge railing and traffic railing, testing may be reduced to 4 cylinders per 180 CY per class regardless of days)	Sampling must be in accordance with Tex-407-A. Test two cylinders at 7 days, and if the average value is below the design strength as defined in Item 421 Table 8, test the remaining 2 cylinders at 28 days. If the average value of the 2 cylinders tested at 7 days meets the minimum design strength listed in Item 421 Table 8, the 2 remaining cylinders are not required to be tested.
CONCRETE	Slump	Tex-415-A		1 test per 4 strength specimens	Sample in accordance with Tex-407-A. Perform slump and temperature tests on the same load from which strength test specimens are made. Perform entrained air test only when entrained air concrete is specified in the plans. Check temperature of every load for bridge slabs and mass concrete placements. Contractor's required testing will be in accordance with specification requirements for the appropriate specification Item #.
	Entrained Air (A)	Tex-416-A or Tex-414-A			
	Temperature of Concrete (A)	Tex-422-A			
	Slab Thickness and Depth of Reinforcement	Tex-423-A, Part II	During dry run and during concrete placement (Bridge decks and direct traffic culverts)	1 per span	Min 6–Max 18 locations per span

**TABLE III – FOOTNOTES**

<b>A</b>	When this project acceptance test fails but the product is accepted, document the reasons for acceptance on the Letter of Certification of Materials Used or in the SiteManager Remarks field.
<b>B</b>	These Project Tests may be used for one or more projects being furnished concrete from the same plant during the same period.
<b>C</b>	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
<b>D</b>	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: <ul style="list-style-type: none"> <li>Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed.</li> <li>Concrete (structural): Always sample as near as practicable to the point of placement. For strength testing, vary the time of day or the number of truck from which the concrete is sampled. Test often for slump, air, and temperature to ensure the consistent control of the concrete production.</li> </ul>
<b>E</b>	Each test performed that is based on a quantity of material is considered “or fraction thereof” for calculating number of tests.

This is a guide for minimum sampling and testing.

Testing frequency may need to be increased for high material variability or when test results approach specification limits.

**TABLE IV – HYDRAULIC CEMENT CONCRETE – NON-STRUCTURAL CONCRETE (Classes: A, B, or E)**

			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (B)	FREQUENCY OF SAMPLING (C)	REMARKS
CONCRETE	Compressive Strength (A)	Tex-418-A	At point of concrete placement	2 cylinders per 180 CY, per class	Sampling must be in accordance with Tex-407-A. Strength will be determined by 7-day specimens.
MIX DESIGN	Compliance with the Standard Specification		At source if not approved.	Min. 1 design per class, per source	Verify if cement, fly ash, slag cement, and chemical admixture sources are listed on the Material Producer Lists. If not, sample and submit to CST/M&P for testing. Sample in accordance with Tex-300-D for cement and in accordance with Tex-733-I for fly ash. Water testing is contracted by the concrete supplier (commercial lab report to be reviewed by TxDOT).
SILICA FUME	Compliance with DMS-4630		Railroad car, truck, bags or silos	1 test per project, per class (for each type and brand)	Sample in accordance with Tex-320-D.
METAKAOLIN	Compliance with DMS-4635		Railroad car, truck or silos	1 test per project, per class (for each type and brand)	

**TABLE IV – FOOTNOTES**

<b>A</b>	When this project acceptance test fails but the product is accepted, document the reasons for acceptance on the Letter of Certification of Materials Used or in the SiteManager Remarks field.
<b>B</b>	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: <ul style="list-style-type: none"> <li>Concrete (miscellaneous): Always sample as near as practicable to the point of placement. For strength testing, vary the time of day or the number of truck from which the concrete is sampled.</li> </ul>
<b>C</b>	Each test performed that is based on a quantity of material is considered “or fraction thereof” for calculating number of tests.

This is a guide for minimum sampling and testing.

Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE V – HYDRAULIC CEMENT CONCRETE PAVEMENT (Classes: P or HES)

				PROJECT TESTS		
MATERIAL OR PRODUCT		TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING	FREQUENCY OF SAMPLING (D)	REMARKS
MINERAL AGGREGATE	COARSE AGGREGATE	Decantation	Tex-406-A	From stockpile at concrete plant	Each 20,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		Sieve Analysis (A)	Tex-401-A		As necessary for control	Sample in accordance with Tex-400-A. Test combined aggregate when used.
		Deleterious Materials	Tex-413-A		Each 20,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		L.A. Abrasion (A)	Tex-410-A		Two, each source	Verify the value of the source, as listed on the current CRSQC, meets the project specifications. If not, sample and submit to CST/M&P for testing prior to use in accordance with Tex-499-A. Sample in accordance with Tex-400-A. (C)
		5-Cycle Magnesium Sulfate Soundness (A)	Tex-411-A			
	FINE AGGREGATE	Sand Equivalent	Tex-203-F	From stockpile at concrete plant	Each 3,000 CY of concrete (Each source or combination of sources)	Sample in accordance with Tex-400-A. Test combined aggregate when used. No less than one per week's production.
		Organic Impurities	Tex-408-A		1 per project, per source	Sample in accordance with Tex-400-A.
		Sieve Analysis (A)	Tex-401-A		As necessary for control	Sample in accordance with Tex-400-A. Test combined aggregate when used.
		Fineness Modulus (B)	Tex-402-A			
		Deleterious Material (B)	Tex-413-A		Each 20,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		Acid Insoluble (A)	Tex-612-J		1 per project, per source	Verify the value of the source, as listed on the current CRSQC, meets the project specifications. If not, sample and submit to CST/M&P for testing prior to use in accordance with Tex-499-A. Sample in accordance with Tex-400-A. (C)
MIX DESIGN		Compliance with the Standard Specifications Item 421.4.A		At source, if not approved	Min. 1 design, per class, per source	Verify if cement, fly ash, ground granulated blast furnace slag, and admixture sources are listed on the Material Producer List. If not, sample and submit to CST/M&P for testing. Sample in accordance with Tex-300-D for cement and in accordance with Tex-733-I for fly ash. Water testing is contracted by the concrete supplier (commercial lab report to be reviewed by TxDOT).

This is a guide for minimum sampling and testing.

Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE V – HYDRAULIC CEMENT CONCRETE PAVEMENT (Classes: P or HES)

			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING	FREQUENCY OF SAMPLING (D)	REMARKS
SILICA FUME	Compliance with DMS-4630		Railroad car, truck, bags or silos	1 per project per class of concrete (For each type and brand)	Sample in accordance with Tex-320-D.
METAKAOLIN	Compliance with DMS-4635		Railroad car, truck or silos	1 per project per class of concrete (For each type and brand)	Sample in accordance with Tex-320-D.
JOINT MATERIAL	Compliance with DMS-6310		Sampled at jobsite if not sampled at source by CST/M&P; tested by CST/M&P. See remarks.	1 per batch or shipment	Sample in accordance with Tex-500-C. Sampling may be waived when the source is listed on the Material Producer List for <b>Joint Sealers</b> . (C)
CURING COMPOUND	Compliance with DMS-4650		Sampled at jobsite; tested by CST/M&P. See remarks.	When requested by CST	Only products listed on the Material Producer List for <b>Concrete Curing Compounds</b> will be allowed. When sample is requested by CST, sample in accordance with Tex-718-I. Ensure container has been agitated and mixed prior to sampling. (C)
EVAPORATION RETARDANTS	Compliance with DMS-4650				Only products listed on the Material Producer List for <b>Evaporation Retardants</b> will be allowed. (C)
REINFORCING STEEL	Compliance with the Std. Specifications & Spec. Provisions	As Specified			Only materials from CST/M&P approved sources listed on the Material Producer List for <b>Reinforcing Steel Mills</b> and <b>Seven Wire Steel Strand</b> will be accepted. (C)
MULTIPLE PIECE TIE BARS	Compliance with DMS-4515	Tex-712-I	Sampled at jobsite if not sampled at source by CST/M&P; tested by CST/M&P. See remarks.	Refer to Tex-711-I for sampling rates	Only materials from CST/M&P approved sources listed on the Material Producer List for <b>Multiple Piece Tie-bars for Concrete Pavements</b> will be allowed. Sample in accordance with Tex-734-I.
EPOXY	Compliance with DMS-6100		Sampled at jobsite if not pre-approved by CST/M&P. See remarks.	1 batch per shipment	Verify the source is listed on the Material Producer List for <b>Epoxyes and Adhesives</b> . If not, sample and test prior to use in accordance with DMS-6100. Sample in accordance with Tex-734-I. (C)

This is a guide for minimum sampling and testing.

Testing frequency may need to be increased for high material variability or when test results approach specification limits.

**TABLE V – HYDRAULIC CEMENT CONCRETE PAVEMENT (Classes: P or HES)**

			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING	FREQUENCY OF SAMPLING (D)	REMARKS
CONCRETE	Strength (A) (B)	Tex-448-A or Tex-418-A	At point of concrete placement	2 cylinders for every 10 contractor job control tests	<p>Sample in accordance with Tex-407-A.</p> <p>When the contract requires the project testing to be by the Engineer, the frequency and job control testing will be in accordance with the item of work.</p> <p>Split sample verification testing used when contractor performs job control testing.</p> <p>When job control testing by the contractor is waived by the plans, the frequency of sampling will be one test (2 specimens) for each 3,000 SY of concrete or fraction thereof or per day and split sample verification testing will be waived.</p> <p>Contractor's required testing will be in accordance with specification requirements for the appropriate specification Item #.</p>
	Slump	Tex-415-A	At time and location strength specimens are made	1 test for every 10 contractor job control tests.	<p>Sample in accordance with Tex-407-A.</p> <p>Slump is not required for slip-formed pavement.</p> <p>Perform slump and temperature tests on the same load from which the strength specimens are made.</p> <p>Perform entrained air test only when entrained air concrete is specified in the plans.</p> <p>Contractor's required testing will be in accordance with specification requirements for the appropriate specification Item #.</p>
	Entrained Air (A)	Tex-416-A or Tex-414-A			
	Temperature	Tex-422-A			
	Thickness	Tex-423-A	Center of paving machine	Every 500 feet	Methods other than Tex-423-A may be shown on the plans.
	Ride Quality Surface Test Type B (A)	Tex-1001-S	Final riding surface of travel lanes		<p>Engineer may verify contractor's results for surface test Type B. For traditional design-bid-build TxDOT projects, CST has contracted with TTI to perform random ride verification at 10% frequency.</p> <p>Results from surface test Type A are not required to be reported.</p>

This is a guide for minimum sampling and testing.

Testing frequency may need to be increased for high material variability or when test results approach specification limits.

**TABLE V – FOOTNOTES**

<b>A</b>	When this project acceptance test fails but the product is accepted, document the reasons for acceptance on the Letter of Certification of Materials Used or in the SiteManager Remarks field.
<b>B</b>	When a project test does not meet the specified strength requirements and a reduced pay factor is assigned, document the analysis on the Letter of Certification of Materials Used.
<b>C</b>	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
<b>D</b>	Each test performed that is based on a quantity of material is considered “or fraction thereof” for calculating number of tests.

This is a guide for minimum sampling and testing.

Testing frequency may need to be increased for high material variability or when test results approach specification limits.

**TABLE VI – ASPHALT CONCRETE PAVEMENT (Items 341, 342, 344, 346, 347 and 348)**

(All testing as noted in Table VI may be waived for exempt production as defined by specification.)

			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION (Per Design)	FREQUENCY OF SAMPLING (E)	REMARKS
COARSE AGGREGATE	L. A. Abrasion (A)	Tex-410-A	Stockpile (B)	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer list for <b>BRSQC</b> , meets the project specifications. If not, sample in accordance with Tex-221-F and submit to CST/M&P for testing prior to use in accordance with Tex-499-A. (C)
	Magnesium Sulfate Soundness (A)	Tex-411-A		1 per project, per source	
	Surface Aggregate Classification (A)	Tex-499-A		1 per project, per aggregate source	Not required when the Rated Source Soundness Magnesium loss is 15 or less as listed on the current published <b>BRSQC</b> . If testing is required, sample in accordance with Tex-221-F.
	Micro Deval	Tex-461-A			
COMBINED AGGREGATE	Sand Equivalent	Tex-203-F	Stockpiles, hot bins or feeder belts	1 per project, per source, per design	Does not apply to Item 342. Sample in accordance with Tex-221-F. The timing of when the test is performed is at the discretion of the Engineer.
ASPHALT BINDER	Compliance with Item 300 Binder & Tack Coat (A)		Sampled, tested and pre-approved by CST/M&P. Project test sampled at the Plant for Binder & Road for Tack Coat	1 each for binder and tack coat per project, per grade, per source	Test a minimum of one sample taken from the project. Sample tack coat at the distributor on the roadway in accordance with Tex-500C, Part III. Sample binder at hot mix plant in accordance with Tex-500-C, Part II. Binder should arrive on the project pre-approved. If not pre-approved, sample binder before use.
MIX DESIGN	Compliance with applicable specification	Tex-204-F	At source (if not approved)	Min 1 design per Mix Type and Asphalt Grade	Verify that aggregates, recycled asphalt pavement, recycled asphalt shingles, mineral filler, asphalt binder, anti-stripping additives, and warm mix systems are on the Material Producer List where applicable and that they meet project specification requirements. Project sampling and testing may be conducted on individual materials as necessary for control.

This is a guide for minimum sampling and testing.

Testing frequency may need to be increased for high material variability or when test results approach specification limits.

**TABLE VI – ASPHALT CONCRETE PAVEMENT (Items 341, 342, 344, 346, 347 and 348)**

(All testing as noted in Table VI may be waived for exempt production as defined by specification.)

			PROJECT TESTS		PROJECT INDEPENDENT ASSURANCE TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION	FREQUENCY (Per Design)	LOCATION	FREQUENCY	REMARKS
COMPLETE MIXTURE	Asphalt Content (%) (A)	Tex-236-F	Engineer Truck Sample (D)	Minimum 1 per Lot			Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Voids in Mineral Aggregates (VMA)	Tex-207-F	Truck Sample Plant Produced (D)	1 per Sublot	Truck	1 per 10 Lots only if compactor is shared by Contractor and State	Sample in accordance with Tex-222-F. Does not apply to Item 342, "Permeable Friction Course." Contractor's required testing will be in accordance with specification requirements for the appropriate specification Item #.
	Gradation (A)	Tex-236-F	Engineer Truck Sample (D)	Minimum 1 per 12 Sublots (E)			Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Boil Test	Tex-530-C	Truck Sample	1 per project			Sample in accordance with Tex-222-F. Unless waived by the Engineer.
	Indirect Tensile Strength – Dry	Tex-226-F					Sample in accordance with Tex-222-F. Unless waived by the Engineer. Does not apply to Items 342, 346, and 348.
	Moisture Content	Tex-212-F, Part II	Engineer Truck Sample				Sample in accordance with Tex-222-F.
	Lab Molded Density (A)	Tex-207-F	Truck Sample (D)	1 per Sublot 1 per Lot for Item 347	Truck	1 per 10 Lots only if compactor is shared by Contractor and State	Sample in accordance with Tex-222-F. Contractor's required testing will be in accordance with specification requirements for the appropriate specification Item #.
	Drain Down Test (A)	Tex-235-F	Engineer Truck Sample	1 per project 1 per Lot for Item 342			Sample in accordance with Tex-222-F. Not required for Item 341 and Item 344.
	Hamburg Wheel Test (A)	Tex-242-F	Engineer Truck Sample	1 per project			Sample in accordance with Tex-222-F. Sample during production. Does not apply to Item 348.
	Overlay Test	Tex-248-F	Engineer Truck Sample	1 per project			Sample in accordance with Tex-222-F. Does not apply to Items 341, 344, and 348.

This is a guide for minimum sampling and testing.

Testing frequency may need to be increased for high material variability or when test results approach specification limits.

**TABLE VI – ASPHALT CONCRETE PAVEMENT (Items 341, 342, 344, 346, 347, and 348)**

(All testing as noted in Table VI may be waived for exempt production as defined by specification.)

			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION	FREQUENCY (Per Design)	REMARKS
ROADWAY	In-Place Air Voids (A)	Tex-207-F	Roadway (D)	2 cores per Sublot	Two cores taken per Sublot and averaged. Sample in accordance with Tex-222-F. Does not apply to Items 342, 347, and 348.
ROADWAY	Segregation Profile (A)	Tex-207-F, Part V	Roadway	1 per project	Not required when Contractor uses thermal imaging system. Does not apply to Items 342, 347, and 348.
	Joint Density (A)	Tex-207-F, Part VII	Roadway	1 per project	
	Thermal Profile	Tex-244-F	Immediately behind paver	1 per project	Not required when Contractor uses thermal imaging system.
	Ride Quality Test Type B (A)	Tex-1001-S	Final riding surface of travel lanes	1 per project	Engineer may verify Contractor's results for surface test Type B. For traditional design-bid-build TxDOT projects, CST has contracted with TTI to perform random ride verification at 10% frequency. Results for surface test Type A are not required to be reported.
	Permeability	Tex-246-F	Roadway	1 per project	Only applies to Items 342, 347, and 348.
FABRIC UNDERSEAL	Compliance with DMS-6220		Sampled, tested, and approved by CST/M&P		Sampling must be in accordance with Tex-735-I. Verify the source is listed on the current Material Producer List for <b>Silt Fence, Filter Fabric, and Fabric Underseals</b> . If not, sample and test prior to use in accordance with DMS-6220.

**TABLE VI – FOOTNOTES**

<b>A</b>	When this project acceptance test fails but the product is accepted, document the reasons for acceptance on the Letter of Certification of Materials Used or in the SiteManager Remarks field. This letter is required only for Asphalt Content and/or Gradation when production of complete mixture is suspended as required by QC/QA specifications.
<b>B</b>	Sampling may be performed at the plant, quarry, or both. Aggregate properties may be re-tested at any time during the project. These project tests may be used for one or more projects furnishing hot mix with the same aggregate source.
<b>C</b>	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
<b>D</b>	Perform random sampling as specified in Tex-225-F, "Random Selection of Bituminous Mixture Samples."
<b>E</b>	Each test performed that is based on a quantity of material is considered "or fraction thereof" for calculating number of tests.

This is a guide for minimum sampling and testing.

Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VII – ASPHALT CONCRETE PAVEMENT (Items 334)

(Refer to DMS-9210, "Limestone Rock Asphalt (LRA)," for testing requirements for Item 330.)

			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION	FREQUENCY (Per Design) (F)	REMARKS
COARSE AGGREGATE	L. A. Abrasion (A)	Tex-410-A	Stockpile (B)	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer List for <b>BRSQC</b> , meets the project specifications. If not, sample in accordance with Tex-221-F and submit to CST/M&P for testing prior to use in accordance with Tex-499-A. (D)
	Magnesium Sulfate Soundness (A)	Tex-411-A			
	Micro Deval	Tex-461-A			Sample in accordance with Tex-221-F. Testing frequency may be reduced or eliminated based on a satisfactory test history.
	Surface Aggregate Classification (A)	Tex-499-A	Stockpile (B)	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer List for <b>BRSQC</b> , meets the project specifications. If not, sample in accordance with Tex-221-F and submit to CST/M&P for testing prior to use in accordance with Tex-499-A. SiteManager Quality Monitoring test documentation is accomplished by attaching an approved mix design.
COMBINED AGGREGATE	Sand Equivalent	Tex-203-F	Stockpiles, hot bins or feeder belts	1 per project, per source	Sample in accordance with Tex-221-F. The timing of when the test is performed is at the discretion of the Engineer.
ASPHALT BINDER	Compliance with Item 300 Binder & Tack Coat (A) (C)		Sampled, tested and pre-approved by CST/M&P. Project test sampled at the Plant for Binder & Road for Tack Coat	1 each for binder and tack coat per project, per grade, per source	Test a minimum of one sample from production. Sample tack coat at the distributor on the roadway in accordance with Tex-500-C, Part III. Sample binder at hot mix plant in accordance with Tex-500-C, Part II. Binder should arrive on the project pre-approved. If not pre-approved, sample binder before use.
MIX DESIGN	Compliance with applicable specification	Tex-204-F	At source (if not approved)	Min 1 design per Mix Type and Asphalt Grade	Verify that aggregates, recycled asphalt pavement, recycled asphalt shingles, mineral filler, asphalt binder, anti-stripping additives, and warm mix systems are on the Material Producer List where applicable and that they meet project specification requirements. Project sampling and testing may be conducted in individual materials as necessary for control.
COMPLETE MIXTURE	Asphalt Content (%) (A)	Tex-236-F	Engineer Truck Sample (E)	Minimum of 1 per 5,000 tons	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Voids in Mineral Aggregates (VMA)	Tex-207-F	Truck Sample Plant Produced (E)	1 per 5,000 tons	Sample in accordance with Tex-222-F.
	Gradation (A)	Tex-236-F	Truck Sample	Minimum 1 per 5,000 tons	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Boil Test	Tex-530-C		1 per project	Sample in accordance with Tex-222-F. The timing of when the test is performed is at the discretion of the Engineer.

This is a guide for minimum sampling and testing.

Testing frequency may need to be increased for high material variability or when test results approach specification limits.

**TABLE VII – ASPHALT CONCRETE PAVEMENT (Items 334)**

(Refer to DMS-9210, "Limestone Rock Asphalt (LRA)," for testing requirements for Item 330.)

			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION	FREQUENCY (Per Design) (F)	REMARKS
COMPLETE MIXTURE	Moisture Content	Tex-212-F, Part II	Truck Sample	1 per 5,000 tons	Sample in accordance with Tex-222-F. Performed by CST/M&P at the point of production for payment calculations.
	Hydrocarbon-Volatile Content	Tex-213-F		1 per 5,000 tons	Sample in accordance with Tex-222-F. The timing of when the test is performed is at the discretion of the Engineer.
	Lab Molded Density (A)	Tex-207-F		1 per 5,000 tons	Sample in accordance with Tex-222-F.
	Hveem Stability (A)	Tex-208-F		1 per 5,000 tons	Sample in accordance with Tex-222-F. The timing of when the test is performed is at the discretion of the Engineer.
ROADWAY	Ride Quality Test Type B (A)	Tex-1001-S	Final riding surface of travel lanes		Engineer may verify Contractor's results for surface test Type B. For traditional design-bid-build TxDOT projects, CST has contracted with TTI to perform random ride verification at 10% frequency. Results from surface test Type A are not required to be reported.

**TABLE VII – FOOTNOTES**

<b>A</b>	When this project acceptance test fails but the product is accepted, document the reasons for acceptance on the Letter of Certification of Materials Used or in the SiteManager Remarks field.
<b>B</b>	Sampling may be performed at the plant, quarry, or both. Aggregate properties may be re-tested at any time during the project.
<b>C</b>	Or as called for in the Specifications.
<b>D</b>	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
<b>E</b>	Perform random sampling as specified in Tex-225-F, "Random Selection of Bituminous Mixture Samples."
<b>F</b>	Each test performed that is based on a quantity of material is considered "or fraction thereof" for calculating number of tests.

This is a guide for minimum sampling and testing.

Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VIII – ASPHALT CONCRETE PAVEMENT (Item 340)

			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION	FREQUENCY	REMARKS
COARSE AGGREGATE	L. A. Abrasion (A)	Tex-410-A	Stockpile (B)	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer List for <b>BRSQC</b> , meets the project specifications. If not, sample in accordance with Tex-221-F and submit to CST/M&P for testing prior to use in accordance with Tex-499-A. (C)
	Magnesium Sulfate Soundness (A)	Tex-411-A			
	Micro Deval	Tex-461-A	Stockpile (B)	1 per project, per source	Sample in accordance with Tex-221-F. Testing frequency may be reduced or eliminated based on a satisfactory test history.
	Surface Aggregate Classification (A)	Tex-499-A	Stockpile (B)	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer list for <b>BRSQC</b> , meets the project specifications. If not, sample in accordance with Tex-221-F and submit to CST/M&P for testing prior to use in accordance with Tex-499-A. (C)
COMBINED AGGREGATE	Sand Equivalent	Tex-203-F	Stockpiles, hot bins or feeder belts	1 per project, per design	Sample in accordance with Tex-221-F.
ASPHALT BINDER	Compliance with Item 300 Binder & Tack Coat (A)		Sampled, tested and pre-approved by CST/M&P. Plant for Binder & Road for Tack Coat	1 each for binder and tack coat per project, per grade, per source	Test a minimum of 1 sample taken from the project. Sample tack coat at the distributor on the roadway in accordance with Tex-500-C, Part III. Sample binder at hot mix plant in accordance with Tex-500-C, Part II. Binder should arrive on the project pre-approved. If not pre-approved, sample binder before use.
MIX DESIGN	Compliance with applicable specification	Tex-204-F	At source (if not approved)	Min. 1 design per Mix Type and Asphalt Grade	Verify that aggregates, recycled asphalt pavement, recycled asphalt shingles, mineral filler, asphalt binder, anti-stripping additives, and warm mix systems are on the Material Producer List where applicable and that they meet project specification requirements. Project sampling and testing may be conducted in individual materials as necessary for control.
COMPLETE MIXTURE	Asphalt Content (%)	Tex-236-F	Truck Sample (D)	Minimum of 1 per day	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Voids in Mineral Aggregates (VMA)	Tex-207-F	Truck Sample Plant Produced (D)	1 per day	Sample in accordance with Tex-222-F.
	Gradation (A)	Tex-236-F	Truck Sample	Minimum 1 per day	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Boil Test	Tex-530-C		1 per project	Sample in accordance with Tex-222-F. Unless waived by the Engineer.
	Indirect Tensile Strength – Dry	Tex-226-F		1 per project, per design	Sample in accordance with Tex-222-F. Unless waived by the Engineer.

This is a guide for minimum sampling and testing.

Testing frequency may need to be increased for high material variability or when test results approach specification limits.

**TABLE VIII – ASPHALT CONCRETE PAVEMENT (Item 340)**

			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION	FREQUENCY	REMARKS
COMPLETE MIXTURE	Lab Molded Density (A)	Tex-207-F	Truck Sample	1 per day	Sample in accordance with Tex-222-F.
	Hamburg Wheel Tracker (A)	Tex-242-F		1 per project	Sample in accordance with Tex-222-F. Sample during production.
ROADWAY	Air Voids (A)	Tex-207-F	Selected by the Engineer (D)	1 per day (2 Cores)	Sample in accordance with Tex-222-F.
	Ride Quality Test Type B (A)	Tex-1001-S	Final riding surface of travel lanes		Engineer may verify Contractor's results for surface test Type B. For traditional design-bid-build TxDOT projects, CST has contracted with TTI to perform random ride verification at 10% frequency. Results from surface test Type A are not required to be reported.
FABRIC UNDERSEAL	Compliance with DMS-6220		Sampled, tested, and approved by CST/M&P		Sample in accordance with Tex-735-I. Verify the source is listed on the current Material Producer List for <b>Silt Fence, Filter Fabric, and Fabric Underseals</b> . If not sample and submit to CST/M&P for testing prior to use in accordance with DMS-6220.

**TABLE VIII – FOOTNOTES**

<b>A</b>	When this project acceptance test fails but the product is accepted, document the reasons for acceptance on the Letter of Certification of Materials Used or in the SiteManager Remarks field. This letter is required only for Asphalt Content and/or Gradation when production of complete mixture is suspended as required by QC/QA specifications.
<b>B</b>	Sampling may be performed at the plant, quarry, or both. Aggregate properties may be re-tested at any time during the project. These project tests may be used for one or more projects furnishing hot mix with the same aggregate source.
<b>C</b>	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
<b>D</b>	Perform random sampling as specified in Tex-225-F, "Random Selection of Bituminous Mixture Samples."

This is a guide for minimum sampling and testing.

Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE IX – MICROSURFACING (Item 350)

			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OF SAMPLING	FREQUENCY (Per Design)	REMARKS
AGGREGATE	5-Cycle Magnesium Sulfate Soundness (A)	Tex-411-A	Stockpile (B)	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer list for <b>BRSQC</b> meets the project specifications. If not, sample in accordance with Tex-221-F and submit to CST/M&P for testing at 1 per project, per source. (C)
	Gradation	Tex-200-F, Part II		1 per project, per source	Sample in accordance with Tex-221-F.
	Crushed Face Count	Tex-460-A		1 per project, per source	Sample in accordance with Tex-221-F.
	Acid Insoluble (A)	Tex-612-J		1 per project, per source	Verify the value of the source, as listed on the current <b>BRSQC</b> , meets the project specifications. If not, sample and submit to CST/M&P for testing prior to use in accordance with Tex-499-A. Sample in accordance with Tex-221-F. (C)
	Surface Aggregate Classification	Tex-499-A	Stockpile, or BRSQC (B)	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer list for <b>BRSQC</b> meets the project specifications. If not, sample in accordance with Tex-221-F and submit to CST/M&P for testing at 1 per project, per source. (C)
COMBINED BLEND	Sand Equivalent	Tex-203-F	Stockpile (B)	1 per project, per source	Sample in accordance with Tex-221-F.
ASPHALT BINDER	Compliance with Item 300 Binder & Tack Coat (A)		Sampled, tested, and pre-approved by CST/M&P. Project test sampled at the Plant for Binder & Road for Tack Coat	1 each for binder and tack coat per project, per grade, per source	Test a minimum of one sample during production. Sample tack coat at the distributor on the roadway in accordance with Tex-500-C, Part III. Sample binder at microsurfacing machine in accordance with Tex-500-C, Part III. Binder should arrive on the project pre-approved. If not pre-approved, sample binder before use.
CEMENT	Compliance with DMS-4600				Verify the source is listed on the current Material Producer List for <b>Cement</b> . If not, sample and submit to CST/M&P for testing prior to use in accordance with DMS-4600.
COMPLETE MIX	Asphalt Content	Tex-236-F	During production	1 per day	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Gradation	Tex-200-F, Part II Tex-236-F			Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven use at a minimum of one per project.

This is a guide for minimum sampling and testing.

Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE IX – FOOTNOTES	
A	When this project acceptance test fails but the product is accepted, document the reasons for acceptance on the Letter of Certification of Materials Used or in the SiteManager Remarks field. This letter is required only for Asphalt Content and/or Gradation when production of complete mixture is suspended as required by QC/QA specifications.
B	Sampling may be performed at the plant, quarry, or both. Aggregate properties may be re-tested at any time during the project. These project tests may be used for one or more projects furnishing hot mix with the same aggregate source.
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	Each test performed that is based on a quantity of material is considered “or fraction thereof” for calculating number of tests.

**APPENDIX C**  
**AASHTO ACCREDITED LABORATORIES**

## **AASHTO Accredited CMT Laboratories in Texas**

\* Directory of accredited laboratories and scope of testing is maintained on the AASHTO Materials Reference Laboratory website at: <http://www.amrl.net>. Laboratory must be accredited for each specific test performed.

# WILLIAMSON COUNTY

CR 200      RURAL COLLECTOR      50 MPH  
CR 200      ADT = 1,700 (2017) 2,400 (2037)

## INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	INDEX OF SHEETS

## COUNTY ROAD 200 AT BOLD SUNDOWN PRECINCT NUMBER 2

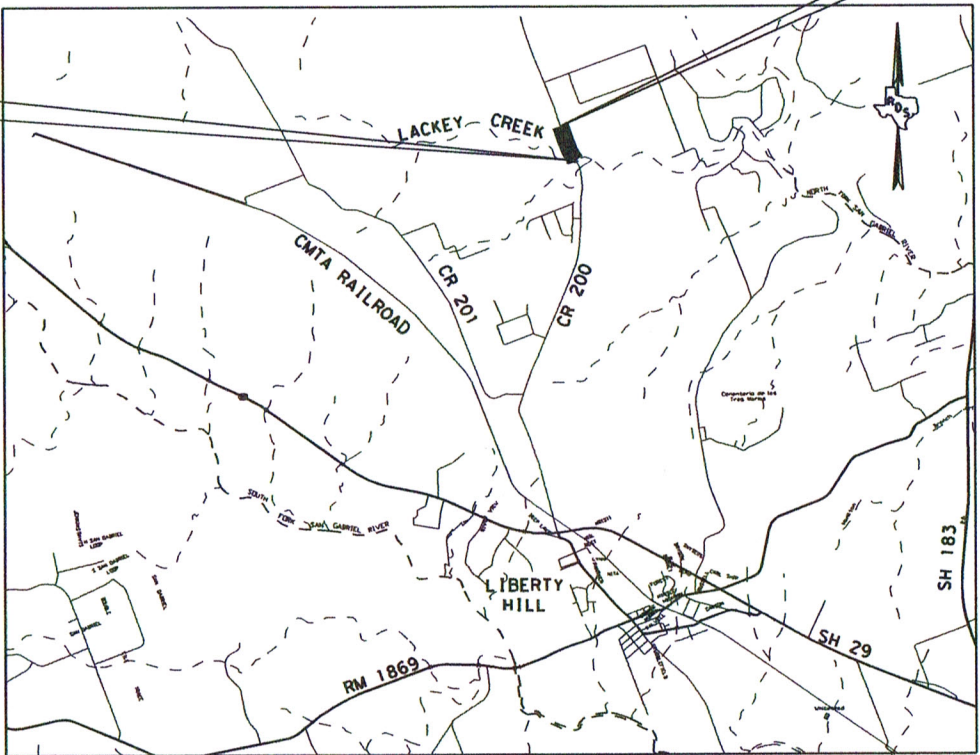
NET LENGTH OF ROADWAY = 925 FT (0.175 MILES)  
NET LENGTH OF BRIDGE = 0.00 FT (0.000 MILES)  
NET LENGTH OF PROJECT = 925 FT (0.175 MILES)

LIMITS: FROM APPROXIMATELY 550' SOUTH OF BOLD SUNDOWN TO APPROXIMATELY 375' NORTH OF BOLD SUNDOWN

FOR THE WIDENING OF THE EXISTING ROADWAY  
CONSISTING OF GRADING, DRAINAGE IMPROVEMENTS, FLEXIBLE BASE,  
HMACP, STRIPING AND PAVEMENT MARKERS.

END PROJECT  
STA. 267+25.53

BEGIN PROJECT  
STA. 258+00.00



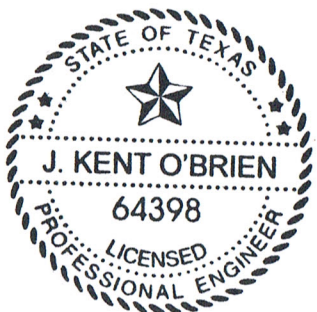
VICINITY MAP  
N. T. S.

EXCEPTIONS: NONE  
EQUATIONS: NONE  
RAILROAD CROSSINGS: NONE  
WATERSHED: LACKEY CREEK  
AREA OF DISTURBANCE: 2.52 ac.

PREPARED BY:  
O'BRIEN ENGINEERING SERVICES-  
TBPE # 14060

J. KENT O'BRIEN  
P.E. 64398

DATE  
12/21/17



APPROVED BY:  
WILLIAMSON COUNTY

DAN A. GATTIS  
COUNTY JUDGE  
WILLIAMSON COUNTY JUDGE

APPROVED BY:  
WILLIAMSON COUNTY

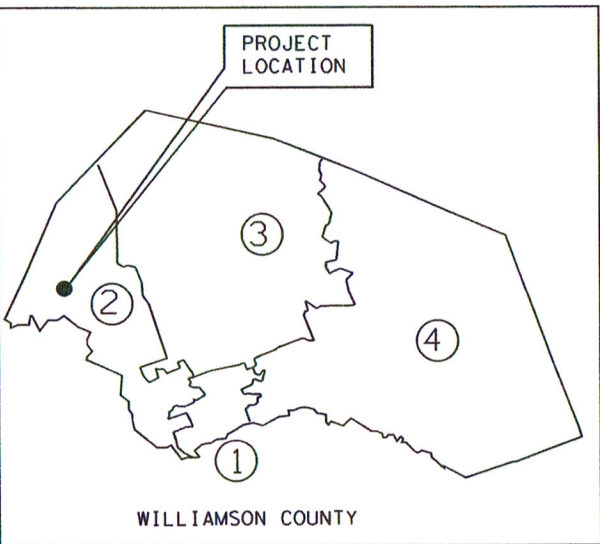
COMMISSIONER CYNTHIA LONG  
WILLIAMSON COUNTY COMMISSIONER, PRECINCT 2

APPROVED BY:  
HNTB CORPORATION

RICHARD RIDINGS, P.E.  
ROAD BOND MANAGEMENT TEAM

REGISTERED ACCESSIBILITY SPECIALIST (RAS) INSPECTION NOT REQUIRED.

REQUIRED SIGNS SHALL BE PLACED IN ACCORDANCE WITH STANDARD  
SHEETS BC(1)-14 THRU BC(12)-14 AND THE "TEXAS MANUAL ON UNIFORM  
TRAFFIC CONTROL DEVICES.:"




TxDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION  
OF HIGHWAYS, STREETS AND BRIDGES ADOPTED ON  
NOVEMBER 1, 2014 AND ALL APPLICABLE SPECIAL PROVISIONS  
AND SPECIAL SPECIFICATIONS AS INDICATED IN THE BID  
DOCUMENTS SHALL GOVERN ON THIS PROJECT.

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2	INDEX OF SHEETS
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4	ESTIMATE & QUANTITY SHEET
5	SUMMARY OF QUANTITIES
6	SUMMARY OF SMALL SIGNS
7 - 8	TYPICAL SECTIONS
TRAFFIC CONTROL PLAN	
9	ADVANCED WARNING SIGNS
10 - 11	TRAFFIC CONTROL PLAN PHASE 2 & 3
12 - 23	BC(1)-14 THRU BC(12)-14
24	TCP(1-2)-12
25	TCP(2-1)-12
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30	WZ(RS)-16
31	WZ(STPM)-13
32	WZ(UL)-13
ROADWAY DETAILS	
33	HORIZONTAL ALIGNMENT DATA
34	PLAN AND PROFILE
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36	UTILITY DETAILS
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38	GF(31)-14
39	SGT(8)31-14
DRAINAGE DETAILS	
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43 - 44	D&OM(1)-15 AND D&OM(2)-15
45	D&OM(3)-15B
46 - 47	D&OM(4)-15 AND D&OM(5)-15
48	D&OM(VIA)-15
49 - 51	PM(1)-12 THRU PM(3)-12
52 - 53	RS(3)-13 & RS(4)-13
54	SMD(GEN)-08
55 - 57	SMD(SLIP-1)-08 & SMD(SLIP-3)-08
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62 - 63	SW3P PLAN TEMPORARY & PERMANENT
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MISCELLANEOUS	
70	EXISTING UTILITIES
CROSS SECTIONS	
71 - 80	ROADWAY CROSS SECTIONS


THE STANDARD SHEETS SPECIFICALLY IDENTIFIED HERE HAVE BEEN SELECTED BY ME OR UNDER MY RESPONSIBLE SUPERVISION AS BEING APPLICABLE TO THIS PROJECT.




12/21/2017  
DATE

J. KENT O'BRIEN, PE 64398






WILLIAMSON  
COUNTY  
PRECINCT  
#2



TBPE FIRM  
# 14060



ROGERS DESIGN  
SERVICES  
FIRM # 9994

CR 200  
AT BOLD SUNDOWN  
  
INDEX OF SHEETS

SHEET 1 OF 1

SHEET # 2

Williamson County  
Project:

Sheet:

GENERAL NOTES: April 21, 2017 Version

Basis of Estimate				
Item	Description	**Rate	Basis	Quantity
160	Furnishing and Placing Topsoil (4")	1 CY/9 SY	4651 SY	517 CY
161	Erosion Control Compost (3")	1 CY/12 SY	1163 SY	97 CY
162	Mulch Topdressing (5")	1 CY/7 SY	1163 SY	166 CY
164	Seed for Erosion Control (Item 164) (Temp) (Cool) (TY 4) (Item 164) (Perm) (Warm) (TY 5) (Item 164) (Temp) (Warm) (TY 10)			
		4840 SY/AC	2326 SY	0.48 AC
		4840 SY/AC	4651 SY	0.96 AC
		4840 SY/AC	2326 SY	0.48 AC
166	Fertilizer (13-13-13)	1/8 LB/SY	4651 SY	0.3 TON
168	Vegetative Watering (Item 162) (Item 164) (Temp) (Item 164) (Temp) (Item 164) (Perm)			
		20 GAL/SY	1163 SY	23 MG
		10 GAL/SY	2326 SY	23 MG
		10 GAL/SY	2326 SY	23 MG
		20 GAL/SY	4651 SY	91 MG
**204	Sprinkling (Dust) (Item 132) (Item 247)			
		30 GAL/CY	2597 CY	77910GAL
		30 GAL/CY	388 CY	11640GAL
		30 GAL/CY	1059 CY	31770GAL
**210	Roll (Flat Wheel) (Item 247) (Item 316)			
		1 HR/200 TON	1430 TON	8 HR
		1 HR/6000 SY	4924 SY	1 HR
**210	Roll (Tamping) (Item 132)	1 HR/200 CY	388 CY	2 HR
**210	Roll (Heavy Tamp) (Item 132)	1 HR/200 CY	388 CY	2 HR
**210	Roll (Lt Pneu Tire) (Item 132) (Item 247) (Item 316) (Seal Coat)			
		1 HR/500 CY	388 CY	1 HR
		1 HR/200 TON	1430 TON	8 HR
		1 HR/6000 SY	4924 SY	1 HR
247	FL BS (CMP IN PLC)  (TY A GR 4)			
		27 CF/CY	1059 CY	1059 CY
310	Prime Coat (Multi-Option)			
		0.20 GAL/SY	3178 SY	636 GAL

General Notes

Sheet A

Williamson County  
Project:

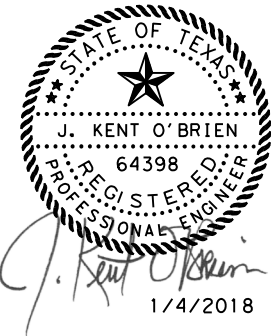
Sheet:


Item	Description	**Rate	Basis	Quantity
316	Surface Treatments Seal Coat: Asphalt Aggregate (TY-D G-5 SAC-B)	Total		
		0.40GAL/SY	4924 SY	2014 GAL
		1 CY/120 SY	4924 SY	42 CY
340	Dense-Graded Hot-Mix Asphalt TY B PG 64-22 TY D SAC-B PG 70-22 TY D PG 64-22(LEVEL-UP)	115 LB/SY/IN	3168 SY	547 TON
		115 LB/SY/IN	5035 SY	579 TON
		115 LB/SY/IN	1851 SY	100 TON

\*\* For Informational Purposes Only

General Notes


Sheet B






WILLIAMSON  
COUNTY  
1848

WILLIAMSON  
COUNTY  
PRECINCT  
#2



O'BRIEN  
Engineering Services

TBPE FIRM  
# 14060



Rogers  
Design  
Services  
Transportation Engineering

ROGERS DESIGN  
SERVICES  
FIRM # 9994

CR 200  
AT BOLD SUNDOWN  
  
GENERAL NOTES

SHEET 1 OF 8

SHEET # 3

Williamson County  
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Sheet:

MODIFIED STANDARDS

The following standard detail sheet or sheets have been modified:

NONE

GENERAL

References to manufacturer’s trade name or catalog numbers are for the purpose of identification only. Similar materials from other manufacturers are permitted if they are of equal quality, comply with the specifications for this project, and are approved.

If work is performed at Contractor’s option, when inclement weather is impending, and the work is damaged by subsequent precipitation, the Contractor is responsible for all costs associated with replacing the work, if required.

The roadbed shall be free of organic material prior to placing any section of the pavement structure.

Equip all construction equipment used in roadway work with highly visible omnidirectional flashing warning lights.

Provide a smooth, clean saw-cut along the existing asphalt pavement structure, as directed. Consider subsidiary to the pertinent Items.

Supply litter barrels in enough numbers at locations as directed to control litter within the project. Consider subsidiary to pertinent Items.

Use a self-contained vacuum broom to sweep the roadway and keep it free of sediment as directed. The contractor will be responsible for any sweeping above and beyond the normal maintenance required to keep fugitive sediment off the roadway as directed by the Construction Observer.

Protect all areas of the right of way, which are not included in the actual limits of the proposed construction areas, from disturbance. Restore any area disturbed because of the Contractor’s operations to a condition as good as, or better than, before the beginning of work at no cost to the state.

Damage to existing pipes and SETs due to Contractor operations shall be repaired at Contractor’s expense.

All locations used for storing construction equipment, materials, and stockpiles of any type, within the right of way, will be as directed. Use of right of way for these purposes will be restricted to those locations where driver sight distance to businesses and side street intersections is not obstructed and at other locations where an unsightly appearance will not exist. The Contractor will not have exclusive use of right of way but will cooperate in the use of the right of way with the city/county and various public utility companies as required.

General Notes

Sheet C

Williamson County  
Project:

Sheet:

The Project Superintendent will be capable of speaking English and will be available to contact at all times when work is being performed, including subcontractor work. The Superintendent will be available and on-call 24 hours a day.

Coordinate and obtain approval from the Construction Observer for all bridgework over existing roadways.

Measure all minimum vertical clearances for all structures (including, but not limited to, signal mast arms, span wires, and overhead sign bridge structures) within the limits of the project for all roadway alignments in all directions of travel. Coordinate with the Construction Observer to take these measurements and obtain prior to opening roadways to traffic unless otherwise approved. The Construction Observer will report all minimum vertical clearance information on State maintained roadways to the Austin District Permit Office.

Use materials from prequalified material producers list as shown on the Texas Department of Transportation (TxDOT) – Construction Division’s (CST) materials producers list. Refer to TxDOT’s website for list of pre-qualified manufacturers. No substitutions will be allowed for materials found on the list. Submit list of approved suppliers/materials from TxDOT website to show items are TxDOT approved. Submit this list with request for material approval.

When any abandoned well is encountered, cease construction operations in this area and notify the Engineer who will coordinate the proper plugging procedures. A water well driller licensed in the State of Texas must be used to plug a well.

Erosion control and stabilization measures must be initiated immediately in portions of the site where construction activities have temporarily ceased and will not resume for a period exceeding 14 calendar days. Track all exposed soil, stockpiles, and slopes. Tracking consists of operating a tracked vehicle or equipment up and down the slope, leaving track marks perpendicular to the direction of the slope. Re-track slopes and stockpiles after each rain event or every 14 days, whichever occurs first. This work is subsidiary.

Perform maintenance of vehicles or equipment at designated maintenance sites. Keep a spill kit on-site during fueling and maintenance. This work is subsidiary.

Maintain positive drainage for permanent and temporary work for the duration of the project. Be responsible for any items associated with the temporary or interim drainage and all related maintenance. This work is subsidiary.




Suspend all activities near any significant recharge features, such as sinkholes, caves, or any other subterranean openings that are discovered during construction or core sampling. Do not proceed until the designated Geologist or TCEQ representative is present to evaluate and approve remedial action.

Locate aboveground storage tanks kept on-site for construction purposes in a contained area as to not allow any exposure to soils. The containment will be sized to capture 150% of the total capacity of the storage tanks.

General Notes

Sheet D



	WILLIAMSON COUNTY PRECINCT #2
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CR 200 AT BOLD SUNDOWN  GENERAL NOTES	
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Project Specific Location (PSL) in USACE Jurisdictional Area.  
Do not initiate activities in a PSL associated with a U.S. Army Corps of Engineers (USACE) jurisdictional area that have not been previously evaluated by the USACE as part of the permit review of this project. Such activities include, but are not limited to, haul roads, equipment staging areas, borrow and disposal sites. Associated defined here means materials are delivered to or from the PSL. The jurisdictional area includes all waters of the U.S. including wetlands or associated wetlands affected by activities associated with this project. Special restrictions may be required for such work. Consult with the USACE regarding activities, including PSLs that have not been previously evaluated by the USACE. Provide the Department with a copy of all USACE coordination and approvals before initiating activities.

Proceed with activities in PSLs that do not affect a USACE jurisdictional area if self-determination has been made that the PSL is non-jurisdictional or proper clearances have been obtained in USACE jurisdictional areas or have been previously evaluated by the USACE as part of the permit review of this project. Document any determinations that PSL activities do not affect a USACE jurisdictional area. Maintain copies of PSL determinations for review by the Department or any regulatory agency. The Contractor must document and coordinate with the USACE, if required, before any excavation material hauled from or embankment material hauled into a USACE jurisdictional area by either (1) or (2) below.

1. Restricted Use of Materials for the Previously Evaluated Permit Areas. When an area within the project limits has been evaluated by the USACE as part of the permit process for this project:
  - a. suitable excavation of required material in the areas shown on the plans and cross sections as specified in Standard Specification Item 110, Excavation is used for permanent or temporary fill within a USACE jurisdictional area;
  - b. suitable embankment from within the USACE jurisdictional area is used as fill within a USACE evaluated area;
  - c. Unsuitable excavation or excess excavation that is disposed of at an approved location within a USACE evaluated area.
2. Contractor Materials from Areas Other than Previously Evaluated Areas. Provide the Department with a copy of all USACE coordination and approvals before initiating any activities in a jurisdictional area within the project limits that has not been evaluated by the USACE or for any off right of way locations used for the following, but not limited to, haul roads, equipment staging areas, borrow and disposal sites:
  - a. Standard Specification Item 132, Embankment is used for temporary or permanent fill within a USACE jurisdictional area;
  - b. Unsuitable excavation or excess excavation that is disposed of outside a USACE evaluated area.

Work over or near Bodies of Water (Lakes, Rivers, Ponds, Creeks, etc.).  
Keep on site a universal spill kit adequate for the body of water and the work being performed. No debris is allowed to fall into a body of water. Debris that falls into the water must be removed at the end of each work day. Debris that falls into the floodway must be removed at the end of each work week or prior to a rain event. This work is subsidiary.

DSHS Asbestos and Demolition Notification.

General Notes

Sheet E

Williamson County  
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Sheet:

Migratory Birds and Bats.  
Migratory birds may be nesting within the project limits and concentrated on roadway structures such as bridges and culverts. Remove all old and unoccupied migratory bird nests from any structures, trees, etc. between September 1st and January 31st. Prevent migratory birds from re-nesting between February 1st and August 31st.

All methods used for the removal of unoccupied bird nests and the prevention of re-nesting must be approved by the Construction Observer well in advance of the planned use.

In the event that any active nests are encountered on-site during construction, all construction activity within the immediate vicinity of the nest must cease immediately. Contact the Construction Observer to determine how to proceed.

Bats may roost within the project limits under bridges, in culverts, in large hollow trees, in dead standing trees, and in trees with shaggy bark. Maternity colonies may occur from April 1st through August 31st. If bats are present, ensure bats are not harmed. Exclusion protocols for known colonies should be followed well in advance of commencement of construction activities. Exclusion measures by qualified individuals are used to relocate existing colonies, except from April 1st through August 31st when such measures may separate mothers and pups. Exclusion measures are also the means of preventing establishment of new colonies and re-establishment of relocated colonies.

No extension of time or compensation payment will be granted for a delay or suspension of work caused by migratory birds or bats. This work is subsidiary.

ITEM 100 – PREPARING RIGHT OF WAY

Do not burn brush, unless otherwise approved.

Trim vegetation around signs and other obstructions. Consider subsidiary to pertinent Items.

Use hand methods or other means to remove objectionable material and obstructions, if doing work by mechanical methods is impractical. Consider subsidiary to the pertinent Items.

ITEM WC101 – SOIL RIPPING

Soil Ripping, as required for all projects in Special Specification WC101, shall be accomplished using the following values:

Spacing for slopes between 3:1 and 4:1, groves should be 16 inches on center.




For slopes flatter than 4:1, groves should be 12 inches on center.

Depth of compacted soils should be ripped to a depth of 18 inches. When embankment stabilization is a concern, ripping depth can be reduced to 12 inches.

General Notes

Sheet F



	WILLIAMSON COUNTY PRECINCT #2
	TBPE FIRM # 14060
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CR 200 AT BOLD SUNDOWN  GENERAL NOTES	
SHEET 3 OF 8	SHEET # 3B

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### ITEM 110 & 132 – EXCAVATION & EMBANKMENT

Unsuitable material encountered in a cut or fill section will be considered waste. The Construction Observer will define unsuitable material. Material, which the Contractor might deem to be unsatisfactory or unsuitable, due to moisture content, will not be considered unsuitable material, unless otherwise approved.

Obtain approval of all compaction equipment prior to all backfilling and embankment operations.

### ITEM 132 – EMBANKMENT

The underlying layer or existing subgrade must be prepared and inspected prior to placement of the embankment. Proof roll the pavement area according to Item 216 prior to placement of embankment or subsequent layers. Payment for proof rolling will be subsidiary to the various bid Items of the contract.

Correct unstable material (e.g. dry, wet, loose, etc.) to a depth of six (6) inches below existing grade. This work will be considered subsidiary to pertinent bid Items. Drying required deeper than six (6) inches below existing grade will be paid for in accordance with Item 6.03, "Extra Work." However, there will be no payment to correct failures in the subgrade areas that were constructed under this contract.

**ITEM 132 – EMBANKMENT TY C**

The Construction Observer must approve the embankment material before use on the project.

Existing material located within the project limits may be used as embankment if it meets specifications shown on the plans and if approved by the Construction Observer.

If delivery from offsite source is necessary, furnish embankment with a PI of less than 25 that does not contain sulfate contents greater than 3000 ppm.

Meet the following select embankment (TY C) requirements when used as subgrade directly beneath flexible and/ or rigid pavement sections to depths specified in the typical section.

Embankment Material Requirements – Item 132 [TY C)									
Item	Description	(Percent Retained-Sieve)					LL Max.	PI Max.	PI Min.
		1¾"	7/8"	3/8"	#4	#40			
132	Embankment (Density Control) (TY C1)	0-10	10-20	-	45-75	60-85	45	20	6
132	Embankment (Ordinary Compaction) (TY C2)	0-10	10-20	-	45-75	50-85	55	25	8

Stockpile imported TY C embankment at an approved location until it meets all testing requirements. The stockpile must be between 500 CY and 5000 CY and must not exceed a height of 15 ft. It is the Contractor's responsibility to identify and notify the Construction Observer of the location of the borrow source to allow time for testing and approval to avoid delay to the project. Allow a minimum of five (5) working days for testing.

## General Notes

Sheet G

**Williamson County  
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### ITEM 134 – BACKFILLING PAVEMENT EDGES

For TY A backfill, furnish flexible base meeting the requirement as specified in the plans, in accordance to Item 247. Compressive strengths for Item 247 flexible base are waived when supplied for this item. In lieu of flexible base, RAP may be supplied for TY A backfill. RAP must be 100% passing a 2½ inch sieve in accordance to Tex-110-E. Compact using a light pneumatic roller. Install at 3:1 slope and tie into existing terrain. Apply SS-1 to front slope at a rate of 0.12 GAL/SY, after compaction is complete.

**ITEM 160 – TOPSOIL**

No sandy loam allowed. Obtain approval of the actual depth of the topsoil sources for both on-site and off-site sources.

### ITEM 169 – SOIL RETENTION BLANKETS

Use materials from prequalified material producers list as shown on the Texas Department of Transportation (TxDOT) – Construction Divisions (CST) materials producers list. Refer to TxDOT's website for list of pre-qualified manufacturers. Direct all questions to the Maintenance Division, Vegetation Management Section, 125 E. 11th Street, Austin, TX 78701-2483.

**ITEM 204 – SPRINKLING**

Apply water for dust control as directed. When dust control is not being maintained, cease operations until dust control is maintained. Consider subsidiary to the pertinent Items.

**ITEM 216 – PROOF ROLLING**

Correct and perform "Proof Rolling" retest at the Contractor's expense, to the satisfaction of the Construction Observer, when initial "Proof Rolling" yields a failing result.

### ITEM 247 – FLEXIBLE BASE

Furnish Type A material.

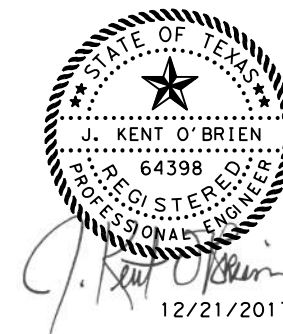
Furnish flexible base meeting Grade 4 requirements.

The following table will govern the acceptance of compaction on base courses, when compacted in multiple courses. Compaction requirements are in percent of maximum dry density as determined by (Tex-113-E). When compacting in a single course, compact to at least 100% of maximum dry density as determined by Tex-113-E.

Item	Material	All Roadways	
		Lift	Min. Density
247	FL BS (CMP IN PLC)	1 <sup>st</sup> of 2 lifts	95%
		2 <sup>nd</sup> of 2 lifts	98%
		(final lift)	100%

## General Notes

Sheet H



WILLIAMSON  
COUNTY  
PRECINCT  
#2



TBPE FIRM  
# 14060



ROGERS DESIGN  
SERVICES  
FIRM # 9994

CR 200  
AT BOLD SUNDOWN  
GENERAL NOTES

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Table 1 Flexible Base Material Requirements		
Property	Test Method	Grade 4
Master gradation sieve size	Tex-110-E	% Retained
2½ in.		0
1¾ in.		0
7/8 in.		10-35
3/8 in.		30-50
No. 4		45-65
No. 40		70-90
No. 200		87-95
Liquid Limit, % Max. <sup>1</sup>	Tex-104-E	35
Plasticity Index, Max. <sup>1</sup>	Tex-106-E	10
Wet ball mill, % Max.	Tex-116-E	40
Wet ball mill, % Max. increase passing the No. 40 sieve		20
Min. compressive strength, psi	Tex-117-E	
Lateral pressure 0 psi		—
Lateral pressure 3 psi		90
Lateral pressure 15 psi		175

1. Determine plastic index in accordance with Tex-107-E (linear shrinkage) when liquid limit is unattainable as defined in Tex-104-E.

Correct subgrade (e.g. unstable areas, soft spots, etc.) prior to placing Flex Base. Consider subsidiary to the pertinent Items.

Complete all subgrade, ditches, slopes, and place all drainage structures to conform to required lines, grades, and cross-sections, as shown and directed, prior to the placement of Flex Base.

For Flex Base placed over the box culverts, do not use a Vibratory Roller to compact the material.

ITEM 300 – ASPHALTS, OILS, AND EMULSIONS

Asphalt season starts May 1st and ends September 15th.

PPA and REOBs are not allowed.

ITEM 300 – ASPHALTS, OILS, AND EMULSIONS (NON-TRACKING TACK COAT)

Apply non-tracking tack coat at 0.2 GAL/SY (residual) or as directed by the Construction Observer.

Spray a test strip of tack coat at a location on or near the project as directed. Consult the manufacturer for the recommended application rate. Allow the strip to cure for the maximum time specified. Drive over the test strip with equipment to simulate the effect of paving equipment. There should be no evidence tracking or picking up of the tack coat on the wheels of the equipment.

General Notes

Sheet I

The Construction Observer shall verify the bond strength as directed.

ITEMS 310, 316, 340

Perform work during good weather, unless otherwise directed. If work is performed at Contractor's option, when inclement weather is impending, and the work is damaged by subsequent precipitation, the Contractor is responsible for all costs associated with replacing the work, if required.

ITEM 310 – PRIME COAT

Apply blotter material to all driveways and intersections.

Multi-option bituminous material is allowed.

Provide Construction Observer with current Distributer Certification confirming calibration of asphalt measurement equipment.

Distribute prime coat smoothly and evenly at the rate of 0.2 gallons per square yard.

Apply Prime to finished flex base surface at the rate shown in the plans. Hot mix can be applied to the primed surface of flex base after the prime has penetrated and cured for a minimum of 36 hours depending on weather conditions or as approved by the Construction Observer. Provide the Construction Observer with a copy of the asphalt deliver ticket prior to application.

Apply blotter material to all driveways and intersections. This work is subsidiary. When Multi Option is allowed, provide MC 30, EC 30, or AE-P. MC 30 is not allowed in Travis County.

ITEM 316 – SEAL COAT

Do not apply asphalt within 1½ hours of sunset, or later, unless otherwise directed.

Grade 4 and 5 Type D or Type E is allowed as AGGR (MULTI OPTION) for an underseal.

Ensure that all underseal surface treatment operations are covered by HMA CP before exposing to traffic, including construction traffic.

Use paper or other approved material at the beginning and end of each shot so that the transverse joint is straight and prevents overlap of asphalt shots.

Any areas with excessive asphalt or aggregate will be removed.


The Contractor is required to provide recommendations to the Construction Observer on adjusting aggregate and asphalt rates, when the road conditions, material properties or construction methods change.

Furnish medium pneumatic-tire rollers in accordance with Item 210, "Rolling." Roll before opening to traffic.


General Notes

Sheet J






WILLIAMSON  
COUNTY  
PRECINCT  
#2



TBPE FIRM  
# 14060



ROGERS DESIGN  
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FIRM # 9994

CR 200  
AT BOLD SUNDOWN

GENERAL NOTES

SHEET 5 OF 8

SHEET # 3D

Williamson County  
Project:

Sheet:

Surface all transitions, tapers, climbing lanes and intersections to the limits as directed.

Keep all traffic, including construction traffic, off freshly placed surface treatment, as directed.

Provide Construction Observer with current Distributer Certification confirming calibration of asphalt measurement equipment.

Provide Construction Observer with a copy of the shipping ticket for the asphalt prior to application. Contractor must sample asphalt, in accordance to the applicable item. Label the sample can with date and project numbers. Samples must be stored where they are readily available to the County representative at the plant. The Contractor will be responsible for supplying storage for all samples until the project achieves substantial completion or otherwise directed.

Removal and proper disposal off the ROW of audible/profile markings, reflectorized markings, and raised markers is subsidiary.

ITEM 320 – EQUIPMENT FOR ASPHALT CONCRETE PAVEMENT

Use of motor grader is not allowed

ITEMS 340 (HMACP Testing)

The Contractor must sample asphalt binder, in accordance to the applicable item. Label the sample can with the corresponding CSJ, lot, and sub-lot numbers.

Samples must be stored in a common area where they are readily available to the County’s representative at the plant. The Contractor will be responsible for supplying storage for all samples. Retain all asphalt samples until hot mix production is complete or directed otherwise.

When directed, the Contractor is responsible for disposal of all asphalt binder samples, in accordance to Local, State, and Federal regulations.

[Hot Mix Asphaltic Concrete (HMAC) Core Holes]

Refill and compact all HMAC core holes to the same elevation as the adjacent roadway. Use hot mix of the type being used in the project to fill core holes. As an alternative a high performance cold patching mix such as Rapid Cure Patching Mix meeting the requirements of DMS-9203 or Medium Cure Patching mix made with SCM meeting requirements of DMS-9202. Consider this work subsidiary to the pertinent Items.

Mill a transverse butt joint to transition from the new ACP to the existing surface tie-in. Make the transition a minimum of 50 feet H: 1 inch V slope ratio of newly placed ACP. Make the temporary joint, at the tie-in, a minimum of a 10 feet longitudinally and covering the entire width. Saw-cut existing pavement as directed. Prior to milling, core the existing pavement to determine its thickness. Do not proceed with milling until directed. Consider this work subsidiary to the pertinent Items.

General Notes

Sheet K

Williamson County  
Project:

Sheet:

Contractor to submit for approval a current mix design (less than 6 months old) to the Construction Observer that meets the following requirements prior to use on the project.

PPA and REOBS are not allowed.

Aggregates used on shoulders and ramps are required to meet SAC requirements.

Target laboratory molded density is 97% for all mixtures for Texas Gyratory Compactor (TGC) mixture designs.

When using Superpave Gyratory Compactor (SGC) to design mixtures, submit the SGC mix design to the Construction Observer for approval.

When using substitute binders, mold specimens for mix design and production at the temperature required for the substitute binder used to produce the HMA.

All mixtures must meet the Hamburg requirement as stated in the table below.

High-Temperature Binder Grade	Test Method	Hamburg Wheel Test Requirements <sup>1</sup>		
		Minimum # of Passes	Maximum Rut Depth (mm) <sup>2</sup>	Minimum Rut Depth (mm) <sup>2,3</sup>
PG 64 or lower	Tex-242-F	7,000	12.5	3
PG 70	Tex-242-F	15,000	12.5	3
PG 76 or higher	Tex-242-F	20,000	12.5	3

1. The Construction Observer may accept Hamburg Wheel test results for production and placement if no more than 1 of 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.
2. Rut depth tested @ 122°F
3. Unless approved otherwise.

When using RAP and/or RAS:

Use of RAS is not allowed. When using RAP, include the management methods of processing, stockpiling, and testing of RAP in the QCP submitted for the project. Blending of RAP in one feeder bin or in a stockpile is not permitted.

Asphalt content and binder properties of RAP stockpiles must be documented when recycled asphalt content greater than 20% is utilized.

RAP is not allowed for any surface mix applications.


No more than 20% RAP by weight of aggregate is allowed in any mix application.

Complete all roadways before final surface course placement, unless directed otherwise.


General Notes

Sheet L






WILLIAMSON  
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ROGERS DESIGN  
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AT BOLD SUNDOWN

GENERAL NOTES

SHEET 6 OF 8

SHEET # 3E

Williamson County  
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Ensure placement sequence to avoid excess distance of longitudinal joint lapback not to exceed one day’s production rates.

The Contractor shall utilize a material transfer device per item 320 and a grade reference (such as a ski) for overlay operations. Consider subsidiary to the pertinent items.

Use a device to create a maximum 3H: 1V notched wedge joint on all hot mix joints of two (2) inches or greater. Consider subsidiary to the pertinent Items.

Taper transverse faces at ends of passes as directed.

Make transverse tapers on each end of pass using a minimum slope rate of 60H:1V. Tapers shall be removed directly before placement of final lift. Consider subsidiary to the pertinent Items.

Provide a minimum transition for all side streets of at least 12 ft. and driveways of at least six (6) feet, unless otherwise shown on the plans or otherwise approved/directed.

Tack only between old existing asphalt surfaces and new HMAC layer, and on any sawed edge, unless otherwise directed. Do not dilute tack coat. Apply it through a distributor spray bar in accordance with Article 316.3.1 Distributor.

Submit any proposed adjustments or changes to a job mix formula to the Construction Observer before production of the new job mix formula.

For Mixture Design Verification, provide the Construction Observer with two 5-gallon buckets of each aggregate stockpile to be used on the project with 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 Construction Observer will use the materials provided by the Contractor to perform the following tests to verify the HMA mixture .

- 1. Indirect Tensile Test in accordance with Tex-266-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 Gyrotory Compactor (TGC), the Construction Observer 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

General Notes

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- 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 Construction Observer may also evaluate the mixture produced during the trial batch for compliance with the four tests listed above.

Submit thermal and segregation profiles as well as longitudinal joint densities on electronic forms provided by County to the Construction Observer.

When surface irregularities, as defined in Article 341.4.9.3.3.5, “Irregularities,” are detected or measured, the Contractor must take immediate corrective action defined as the removal and replacement of a full lane width of the defective area using a paver to place new mix, unless otherwise directed. If there are multiple defective areas within a sub-lot, making up to 30% of the sub-lot by area, the Construction Observer will require the entire sub-lot be removed, unless directed otherwise.

ITEM 400 – EXCAVATION AND BACKFILL FOR STRUCTURES

Cut pavements with the use of a saw as directed. Consider subsidiary to pertinent Items.

Obtain approval of all compaction equipment prior to all backfilling and embankment operations.

Use Class “B” sand bedding for pipe and box culvert installation unless otherwise directed.

ITEM 467 – SAFETY END TREATMENT

Cut pipe ends, in the field, to match roadway side slopes, or as directed. Apply asphalt base aluminum paint to the cut ends.

All Type II SETs shall have mitered pipe ends and cast-in-place riprap aprons.

Use Class C concrete.

Remove all loose Formwork and other Materials from the Floodplain or drainage areas, daily, which could float off in a Storm Water Event, as directed.

ITEM 502 – BARRICADES, SIGNS, AND TRAFFIC HANDLING

Unless otherwise approved, one (1) lane in each direction shall remain open at all times.

The GEC is the authority to approve additional lane closures, prior to any work.

Maintain a written record of documentation of “The Additional Approved Lane Closures.”

Submit and secure concurrence, prior to the publication of any notices or placement of any traffic control devices for implementation of the traffic control plan, hereinafter called a Lane Closure Notice (LCN).

General Notes

Sheet N



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Present to GEC, an LCN for traffic control, which is proposed for implementation, a minimum of four (4) full working days preceding any proposed implementation date. Indicate the estimated date, time, duration, and location for the proposed work. As a part of the LCN submit a written description of the lane closure(s) depicting the proposed traffic control devices used, based on the appropriate plan sheet, TxDOT or Texas Manual on Uniform Traffic Control Devices (TMUTCD) standards, and an operational description of the work to be performed.

Present to GEC, LCN’s proposed for night work, a minimum of *seven (7)* full calendar days preceding any proposed implementation date.

Receive concurrence prior to LCN implementation.

Meet with the Construction Observer prior to roadway and lane closures to ensure that sufficient equipment, materials, devices, and workers will be used. Discuss contingency plans at that time. Consider inclement weather prior to implementing the lane closures.

Submit a cancellation of any lane closures, no later than noon on the day preceding the proposed work.

Do not set up any Lane Closure / TCP when the pavement is wet prior to the “setup,” unless otherwise directed. Revise Traffic Control, when inclement weather is imminent, as directed.

Incorporate and maintain a 3H: 1V safety wedge into the proposed construction for any roadway edge of 2 inches or greater adjacent to a roadway under traffic.

Within the limits of the project, provide standard barricades, warning signs, delineators, lights, 28-inch cones, and flaggers in enough numbers and combinations, as directed.

No closures will be allowed on the weekends, which include the following holidays: January 1st, the last Monday in May, July 4th, the first Monday in September, the fourth Thursday in November, December 25th, Easter weekend, and the working day prior to or immediately after any of the aforementioned holidays. Unless otherwise approved, no closures will be allowed on the weekends of special events that could be impacted by the construction. Ensure all equipment, vehicles, workers, etc., associated with these closures are off the roadways and all lanes re-opened, at least, by noon of the Friday before these holidays and special events.

ITEM 530 – INTERSECTIONS, DRIVEWAYS, AND TURNOUTS

Notify property owners a minimum of 48 hours in advance of beginning work on their driveways. Provide, to GEC, a list of each notification and contact prior to each closure.

Provide access, at all times, to adjacent property. Construct driveways one-half sections, to allow access.

Do not completely close driveways for reconstruction purposes, unless a reasonable alternate access exists to the property, as approved.

General Notes

Sheet O

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Place the Flex Base for the Driveways using Ordinary Compaction.

ITEM 540 – METAL BEAM GUARD FENCE (MBGF)

Before beginning the installation of the proposed Metal Beam Guard Fence (MBGF), stake the locations for approval. Adjust the limits of the MBGF to meet field conditions, as directed, before erection.

Furnish new, round, domed and unpainted timber posts. Furnish steel posts at locations where the minimum embedment shown on the plans for wooden posts cannot be achieved. Field verify the steel post lengths before fabrication. Consider the steel posts subsidiary to pertinent Items.

Provide Rail Elements that meet AASHTO M 180 TY I Galvanization (1.80 oz. per SY).

Rail and rail elements that are in compliance with current standards and are undamaged should stockpiled at a location, approved by the Construction Observer, within the project limits for pick up by the County.

ITEM 644 – SMALL ROADSIDE SIGN ASSEMBLIES

Fabricate all small signs not detailed on the plans in conformance with the latest edition of the “Standard Highway Sign Designs for Texas,” refer to TxDOT’s website.

ITEM 662 – WORK ZONE PAVEMENT MARKINGS

Notify the Construction Observer at least 24 hours in advance of removing existing striping and placing pavement markings & markers.

Apply markings during good weather unless otherwise directed. If markings are placed at Contractor’s option, when inclement weather is impending, and the markings are damaged by subsequent precipitation, the Contractor is responsible for all costs associated with replacing the markings if required.

Remove work zone pavement markings within 48 hours after permanent striping has been completed.

Foil backed pavement markings will not be allowed.

ITEM 666 – RETROREFLECTORIZED PAVEMENT MARKINGS

Reference existing channel islands, gores, and lane striping before commencing work. Provide referencing that will include a sketch of the layout to the Construction Observer. Obtain approval for placement of guidemarks from the Construction Observer before installing any permanent pavement markings. Consider subsidiary to the pertinent Items.




ITEM 738 – CLEANING AND SWEEPING HIGHWAYS

Complete cleaning and sweeping cycles at the intervals, as directed. Complete one cycle at the end of construction and prior to final acceptance by the Department.

General Notes

Sheet P



	WILLIAMSON COUNTY PRECINCT #2
	TBPE FIRM # 14060
	ROGERS DESIGN SERVICES FIRM # 9994
CR 200 AT BOLD SUNDOWN  GENERAL NOTES	
SHEET 8 OF 8	SHEET # 36 p. 208

ESTIMATE SUMMARY

WILLIAMSON COUNTY CR 200 @ BOLD SUNDOWN		ALT	ITEM CODE			ITEM DESCRIPTION	UNIT	TOTAL	
EST.	FINAL		ITEM NO.	DESC. CODE	SP NO.			EST.	FINAL
			100	6002		PREPARING ROW	STA	9.30	
			110	6001		EXCAVATION (RDWY)	CY	2644.00	
			132	6003		EMBANKMENT (FINAL) (ORD COMP) (TY B)	CY	388.00	
			160	WC02		FURNISHING & PLACING TOPSOIL (4")	SY	4651.00	
			161	WC001		EROSION CONTROL COMPOST (3")	SY	1163.00	
			162	WC103		MULCH TOPDRESSING (5")	SY	1163.00	
			164	WC04		SEEDING FOR EROSION CONTROL (TEMP) (COOL) (TY 4)	SY	2326.00	
			164	WC05		SEEDING FOR EROSION CONTROL (PERM) (WARM) (TY 5)	SY	4651.00	
			164	WC10		SEEDING FOR EROSION CONTROL (TEMP) (WARM) (TY 10)	SY	2326.00	
			166	6002		FERTILIZER	TON	0.30	
			168	WC01		VEGETATIVE WATERING	MG	163.00	
			169	6001		SOIL RETENTION BLANKETS (CL 1) (TY A)	SY	2180.00	
			247	6044		FL BS (CMP IN PLC) (TY A GR 4) (FNAL POS)	CY	1059.00	
			310	6001		PRIME COAT (MULTI OPTION)	GAL	636.00	
			316	6193		AGGR (TY D GR-5 SAC-B)	CY	42.00	
			316	6413		ASPH (AC-15P, HFRS-2P OR CRS-2P)	GAL	2014.00	
			340	6011		D-GR HMA (SQ) TY-B PG64-22	TON	546.00	
			340	6120		D-GR HMA (SQ) TY-D SAC-B PG70-22	TON	579.00	
			340	6246		D-GR HMA TY-D PG64-22 (LEVEL-UP)	TON	100.00	
			464	6005		RC PIPE (CL III) (24 IN)	LF	30.00	
			467	6395		SET (TY II) (24 IN) (RCP) (6:1) (P)	EA	4.00	
			500	6001		MOBILIZATION	LS	1.00	
			502	6001		BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	3.00	
			506	6002		ROCK FILTER DAMS (INSTALL) (TY 2)	LF	60.00	
			506	6011		ROCK FILTER DAMS (REMOVE)	LF	60.00	
			506	6020		CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	224.00	
			506	6024		CONSTRUCTION EXITS (REMOVE)	SY	224.00	
			506	6040		BIODEG EROSN CONT LOGS (INSTL) (8")	LF	365.00	
			506	6043		BIODEG EROSN CONT LOGS (REMOVE)	LF	365.00	
			530	6005		DRIVEWAYS (ACP)	SY	51.00	
			540	6001		MTL W-BEAM GD FEN (TIM POST)	LF	287.50	
			542	6001		REMOVE METAL BEAM GUARD FENCE	LF	117.00	
			542	6002		REMOVE TERMINAL ANCHOR SECTION	EA	1.00	
			544	6001		GUARDRAIL END TREATMENT (INSTALL)	EA	2.00	
			544	6003		GUARDRAIL END TREATMENT (REMOVE)	EA	1.00	
			644	6001		IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	1.00	
			644	6060		IN SM RD SN SUP&AM TYTWT(1)WS(P)	EA	3.00	
			644	6076		REMOVE SM RD SN SUP&AM	EA	3.00	
			658	6062		INSTL DEL ASSM (D-SW) SZ 1 (BRF) GF2 (BI)	EA	6.00	
			662	6109		WK ZN PAV MRK SHT TERM (TAB) TY W	EA	64.00	
			662	6110		WK ZN PAV MRK SHT TERM (TAB) TY Y	EA	93.00	
			666	6003		REFL PAV MRK TY I (W) 4" (SLD) (100 MIL)	LF	2359.00	
			666	6036		REFL PAV MRK TY I (W) 8" (SLD) (100 MIL)	LF	234.00	
			666	6042		REFL PAV MRK TY I (W) 12" (SLD) (100 MIL)	LF	140.00	
			666	6048		REFL PAV MRK TY I (W) 24" (SLD) (100 MIL)	LF	391.00	
			666	6054		REFL PAV MRK TY I (W) (ARROW) (100 MIL)	EA	2.00	
			666	6096		REFL PAV MRK TY I (W) (WORD) (100 MIL)	EA	2.00	
			666	6126		REFL PAV MRK TY I (Y) 4" (SLD) (100 MIL)	LF	2275.00	
			672	6007		REFL PAV MRKR TY I-C	EA	12.00	
			672	6009		REFL PAV MRKR TY II-A-A	EA	150.00	



WILLIAMSON  
COUNTY  
PRECINCT  
#2



TBPE FIRM  
# 14060



ROGERS DESIGN  
SERVICES  
FIRM # 9994

CR 200  
AT BOLD SUNDOWN  
ESTIMATE &  
QUANTITY SHEET

ROADWAY QUANTITIES SUMMARY										
RDWY SHEET NO.	ITEM 100	ITEM 110	ITEM 132	ITEM 247	ITEM 310	ITEM 316		ITEM 340		
	6002	6001	6003	6044	6001	6193	6413	6011	6120	6246
	PREPARING ROW	EXCAVATION (RDWY)	EMBANKMENT (FINAL) (ORD COMP) (TY B)	FL BS (CMP IN PLC) (TY A GR 4) (FNAL POS)	PRIME COAT (MULTI OPTION)	AGGR (TY-D GR-5 SAC-B)	ASPH (AC-15P, HFRS-2P OR CRS-2P)	D-GR HMA (SQ) TY-B PG64-22	D-GR HMA (SQ) TY-D SAC-B PG70-22	D-GR HMA TY-D PG64-22 (LEVEL-UP)
	STA	CY	CY	CY	GAL	CY	GAL	TON	TON	TON
1 OF 1	9.3	2597	388	1022	613	41	1969	527	566	100
PVMT REPAIR		47		37	22	1	44	19	13	
TOTAL	9.3	2644	388	1059	636	42	2014	546	579	100


ROADWAY QUANTITIES SUMMARY (continued)										
RDWY SHEET NO.	ITEM 464	ITEM 467	* ITEM 496		ITEM 530	ITEM 540	ITEM 542		ITEM 544	
	6005	6395	6004	6007	6005	6001	6001	6002	6001	6003
	RC PIPE (CL III) (24 IN)	SET (TY II) (24 IN) (RCP) (6:1) (P)	REMOV STR (SET)	REMOV STR (PIPE)	DRIVEWAYS (ACP)	MTL W-BEAM GD FEN (TIM POST)	REMOVE METAL BEAM GUARD FENCE	REMOVE TERMINAL ANCHOR SECTION	GUARDRAIL END TREATMENT (INSTALL)	GUARDRAIL END TREATMENT (REMOVE)
	LF	EA	EA	LF	SY	LF	LF	EA	EA	EA
1 OF 1	30	4	4	30	51	287.5	117	1	2	1
PVMT REPAIR										
TOTAL	30	4	4	30	51	287.5	117	1	2	1

\* FOR CONTRACTOR'S INFORMATION ONLY

SUMMARY OF EROSION CONTROL ITEMS															
SW3P SHEET NO.	ITEM 160	ITEM 161	ITEM 162	ITEM 164	ITEM 164	ITEM 164	ITEM 166	ITEM 168	ITEM 169	ITEM 506	ITEM 506	ITEM 506	ITEM 506	ITEM 506	ITEM 506
	WC02	WC001	WC103	WC04	WC05	WC10	6002	WC01	6001	6002	6011	6020	6024	6040	6043
	FURNISHING & PLACING TOPSOIL (4")	EROSION CONTROL COMPOST (3")	MULCH TOPDRESSING (5")	SEEDING FOR EROSION CONTROL (TEMP) (COOL) (TY 4)	SEEDING FOR EROSION CONTROL (PERM) (WARM) (TY 5)	SEEDING FOR EROSION CONTROL (TEMP) (WARM) (TY 10)	FERTILIZER	VEGETATIVE WATERING	SOIL RETENTION BLANKETS (CL 1) (TY A)	ROCK FILTER DAMS (INSTALL) (TY 2)	ROCK FILTER DAMS (REMOVE)	CONSTRUCTION EXITS (INSTALL) (TY 1)	CONSTRUCTION EXITS (REMOVE)	BIODEG EROSN CONT LOGS (INSTL) (8")	BIODEG EROSN CONT LOGS (REMOVE)
	SY	SY	SY	SY	SY	SY	TON	MG	SY	LF	LF	SY	SY	LF	LF
1 OF 1	4651	1163	1163	2326	4651	2326	0.3	160	2180	45	45	224		365	365
PROJECT TOTALS	4651	1163	1163	2326	4651	2326	0.3	160	2180	45	45	224	224	365	365


SIGNING & PAVEMENT MARKINGS SUMMARY													
SHEET NO.	ITEM 644			ITEM 658	ITEM 666							ITEM 672	
	IN SM RD SN SUP & AM			D & O MKRS	REFLECTIVE PAVEMENT MARKINGS TYPE I							RAISED PVT MARKERS	
	6001	6060	6076	6062	6003	6036	6042	6048	6054	6096	6126	6007	6009
	IN SM RD SN SUP & AM TY 10BWG (1) SA (P)	IN SM RD SN SUP & AM TY TWT (1) WS (P)	REMOVE SM RD SN SUP & AM	INSTL DEL ASSM (D-SW) SZ 1 (BRF) GF2 (B1)	REFL PAV MRK TY 1 (W) 4" (SLD) (100 MIL)	REFL PAV MRK TY 1 (W) 8" (SLD) (100 MIL)	REFL PAV MRK TY 1 (W) 12" (SLD) (100 MIL)	REFL PAV MRK TY 1 (W) 24" (SLD) (100 MIL)	REFL PAV MRK TY 1 (W) (ARROW) (100 MIL)	REFL PAV MRK TY 1 (W) (WORD) (100 MIL)	REFL PAV MRK TY 1 (Y) 4" (SLD) (100 MIL)	REFL PAV MRKR TY 1-C	REFL PAV MRKR TY 11-A-A
	EA	EA	EA	EA	LF	LF	LF	LF	EA	EA	LF	EA	EA
1 OF 1	1	3	3	6	2359	234	140	391	2	2	2275	12	150
PROJECT TOTALS	1	3	3	6	2359	234	140	391	2	2	2275	12	150

WORK ZONE PAVEMENT MARKINGS SUMMARY			
SHEET	ITEM 502	ITEM 662	
	6001	6109	6110
	BARRICADES, SIGNS AND TRAFFIC HANDLING	WK ZN PAV MRK SHT TERM (TAB) TY W	WK ZN PAV MRK SHT TERM (TAB) TY Y
	MO	EA	EA
PHASE 3		64	93
PROJECT TOTALS	3	64	93




WILLIAMSON COUNTY  
1848

WILLIAMSON COUNTY  
PRECINCT #2



O'BRIEN  
Engineering Services

TBPE FIRM # 14060



Rogers Design Services  
Transportation Engineering

ROGERS DESIGN SERVICES  
FIRM # 9994

CR 200  
AT BOLD SUNDOWN  
SUMMARY OF QUANTITIES

SHEET 1 OF 1


SHEET # 5

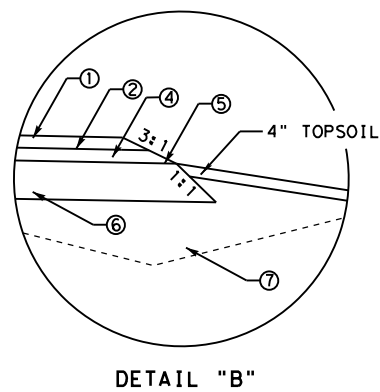
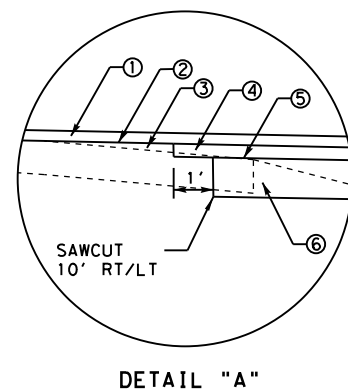
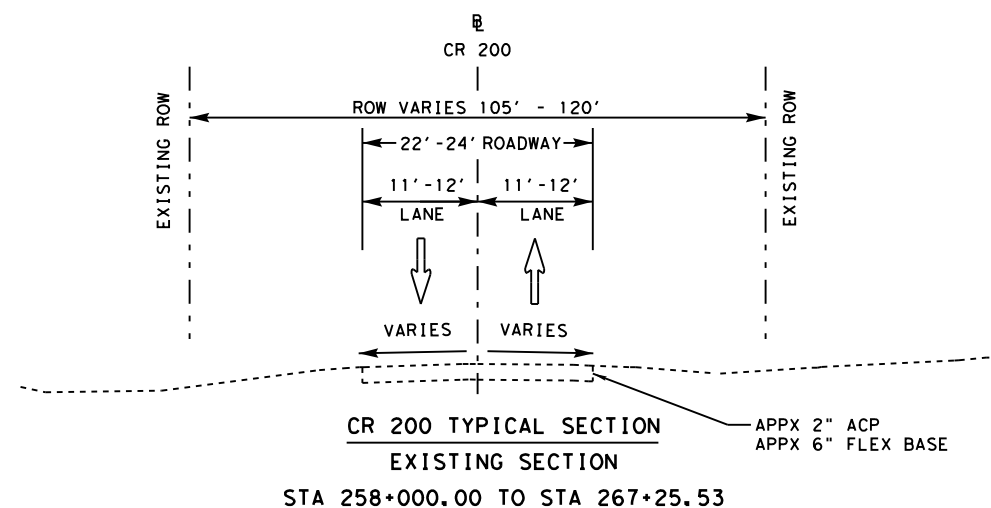
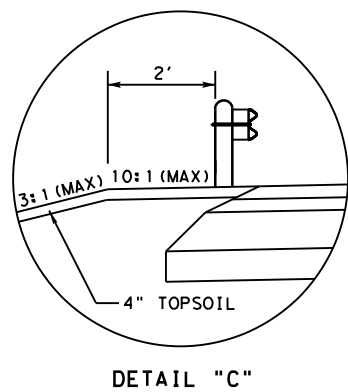
[illegible]

The Standard Highway Sign Designs for Texas (SHSD) can be found at the following website.

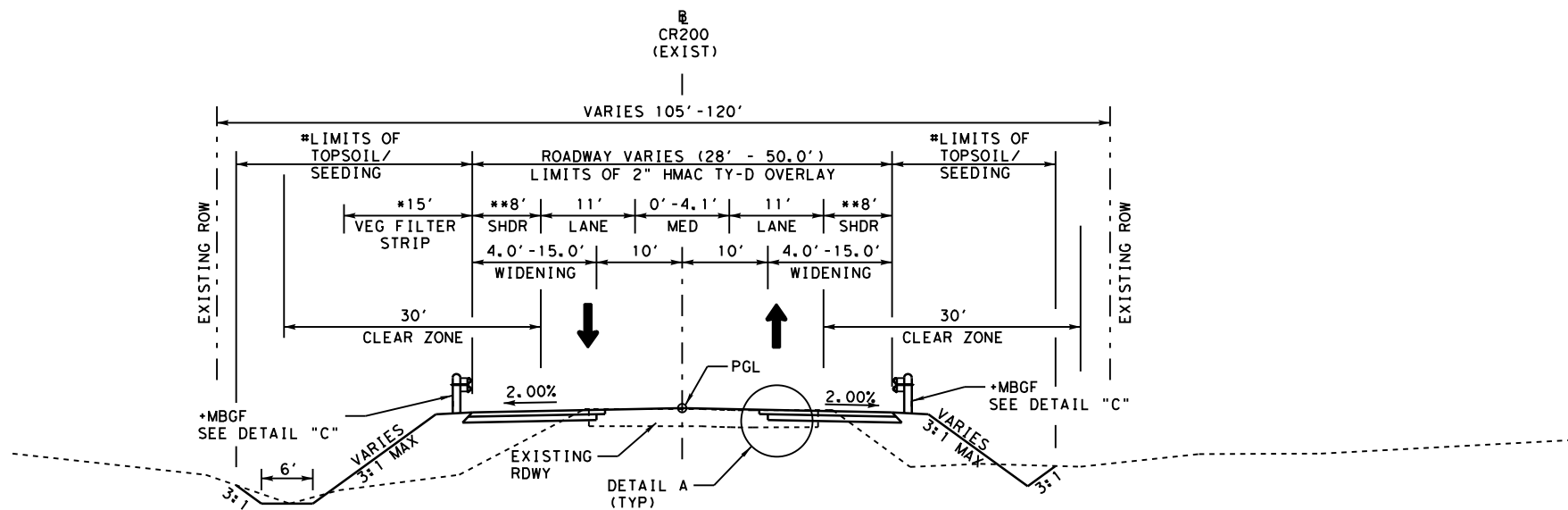
<http://www.txdot.gov/>

1. Sign supports shall be located as shown on the plans, except that the Engineer may shift the sign supports, within design guidelines, where necessary to secure a more desirable location or to avoid conflict with utilities. Unless otherwise shown on the plans, the Contractor shall stake and the Engineer will verify all sign support locations.
2. For installation of bridge mount clearance signs, see Bridge Mounted Clearance Sign Assembly (BMCS) Standard Sheet.
3. For Sign Support Descriptive Codes, see Sign Mounting Details Small Roadside Signs General Notes & Details SMD(GEN).

 <p><b>Texas Department of Transportation</b></p>	<b>Traffic Operations Division Standard</b>
<h1>SUMMARY OF SMALL SIGNS</h1>	
<h2>SOSS</h2>	
SHEET 1 OF 1	
LE: sums16.dgn	DN: TxDOT   CK: TxDOT   DW: TxDOT   CR: TxDOT
TxDOT May 1987	CONT SECT JOB HIGHWAY
REVISIONS	TBD TBD TBD CR 200
	DIST COUNTY SHEET NO.
	AUS WILLIAMSON 6

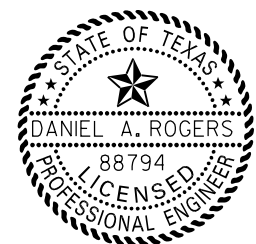


- ① 2" HMACP (TY D) PG 70-22 SAC B
- ② SEAL COAT
- ③ HMACP (TY D) (LEVEL-UP) PG 64-22
- ④ 3" HMACP (TY B) PG 64-22
- ⑤ PRIME COAT
- ⑥ 12" FLEX BASE (2 EQUIVALENT LIFTS)
- ⑦ EMBANKMENT (TY B)



\* COORDINATE WITH THE CONSTRUCTION OBSERVER REGARDING  
PLACEMENT OF ITEMS 161 AND 162.

+ MBGF STA 258+00.00 TO STA 259+87.50, LT.  
MBGF STA 258+00.00 TO STA 259+00.00, RT.  
\* 15' @ 20:1 DES, 6:1 MAX, STA 260+00.00 TO STA 260+71.37, LT.  
\*\* SHDR VARIES 0'-8' STA 258+00.00 TO STA 258+60.00



*Daniel A. Rogers*

12/20/2017



WILLIAMSON  
COUNTY  
PRECINCT  
#2

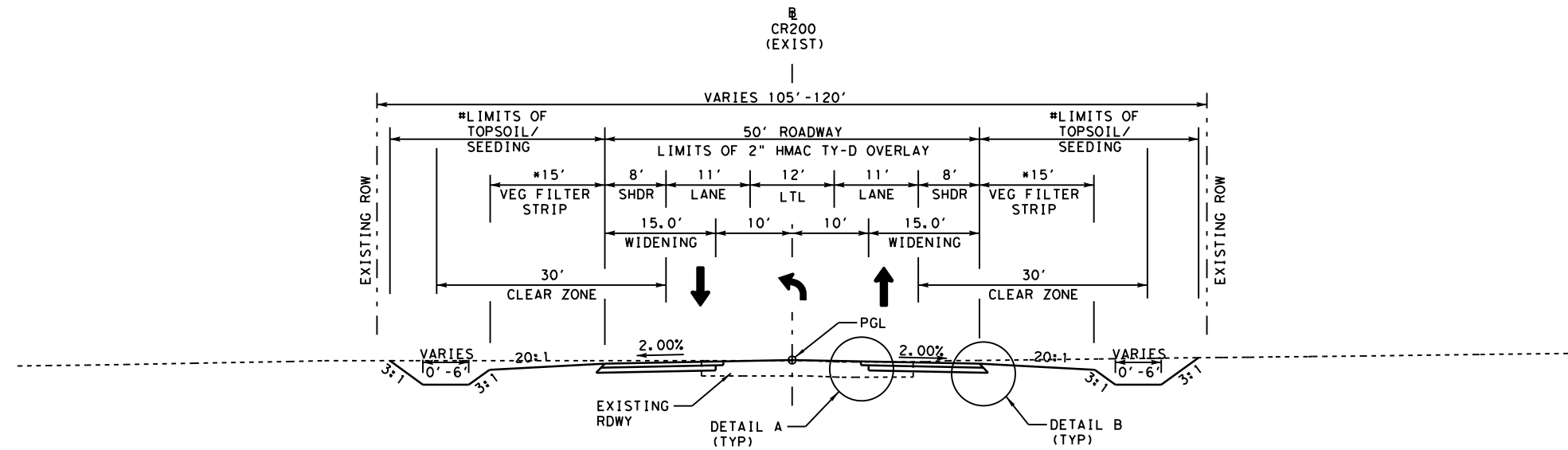


TBPE FIRM  
# 14060



ROGERS DESIGN  
SERVICES  
FIRM # 9994

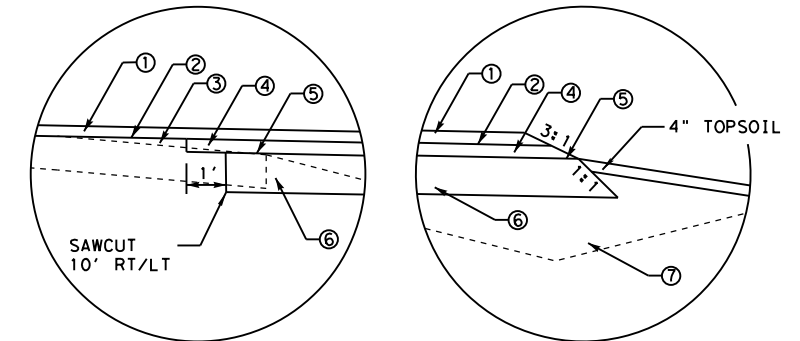
CR 200  
AT BOLD SUNDOWN  
TYPICAL SECTIONS



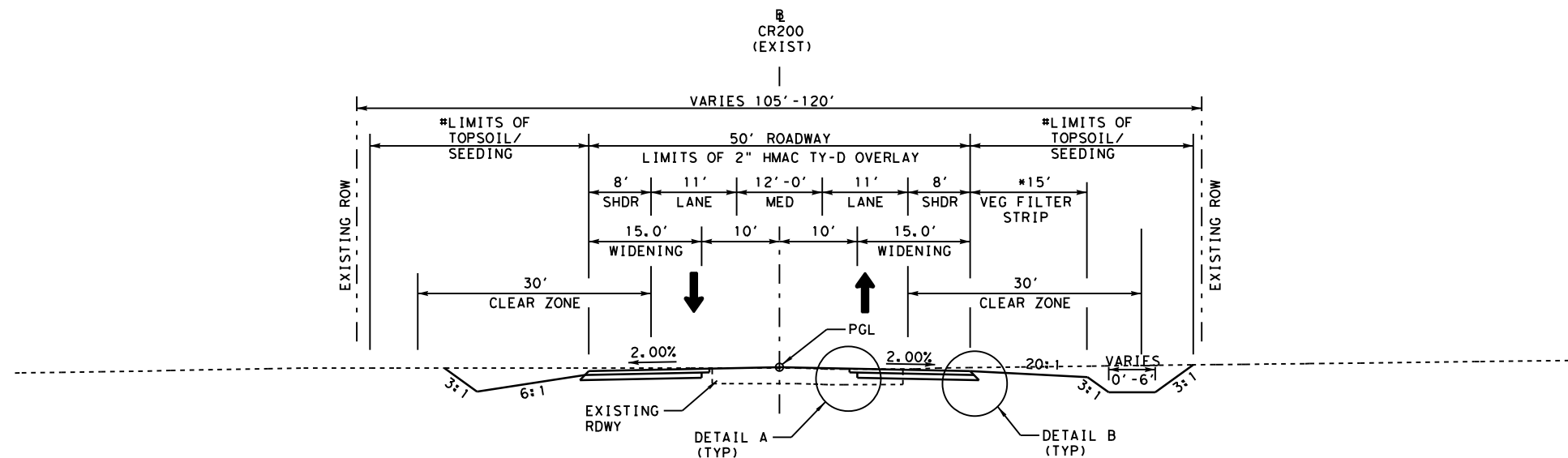
\* COORDINATE WITH THE CONSTRUCTION OBSERVER REGARDING PLACEMENT OF ITEMS 161 AND 162.

**CR 200 TYPICAL SECTION  
PROPOSED SECTION  
STA 260+71.37 TO STA 264+25.53**

\* 15' @ 20:1 DES, 6:1 MAX, STA 260+71.37 TO STA 263+00.00, LT.  
\* 15' @ 20:1, STA 263+00.00 TO STA 264+25.53, RT.



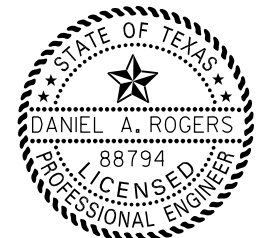
- ① 2" HMAc (TY D) PG 70-22 SAC B
- ② SEAL COAT
- ③ HMAc (TY D) (LEVEL-UP) PG 64-22
- ④ 3" HMAc (TY B) PG 64-22
- ⑤ PRIME COAT
- ⑥ 12" FLEX BASE (2 EQUIVALENT LIFTS)
- ⑦ EMBANKMENT (TY B)



\* COORDINATE WITH THE CONSTRUCTION OBSERVER REGARDING PLACEMENT OF ITEMS 161 AND 162.

**CR 200 TYPICAL SECTION  
PROPOSED SECTION  
STA 264+25.53 TO STA 267+25.53**

\* 15' @ 20:1, STA 264+25.53 TO STA 267+00.00, RT.



*Daniel A. Rogers*

3/13/2018



WILLIAMSON COUNTY  
PRECINCT #2



TBPE FIRM  
# 14060



ROGERS DESIGN SERVICES  
FIRM # 9994

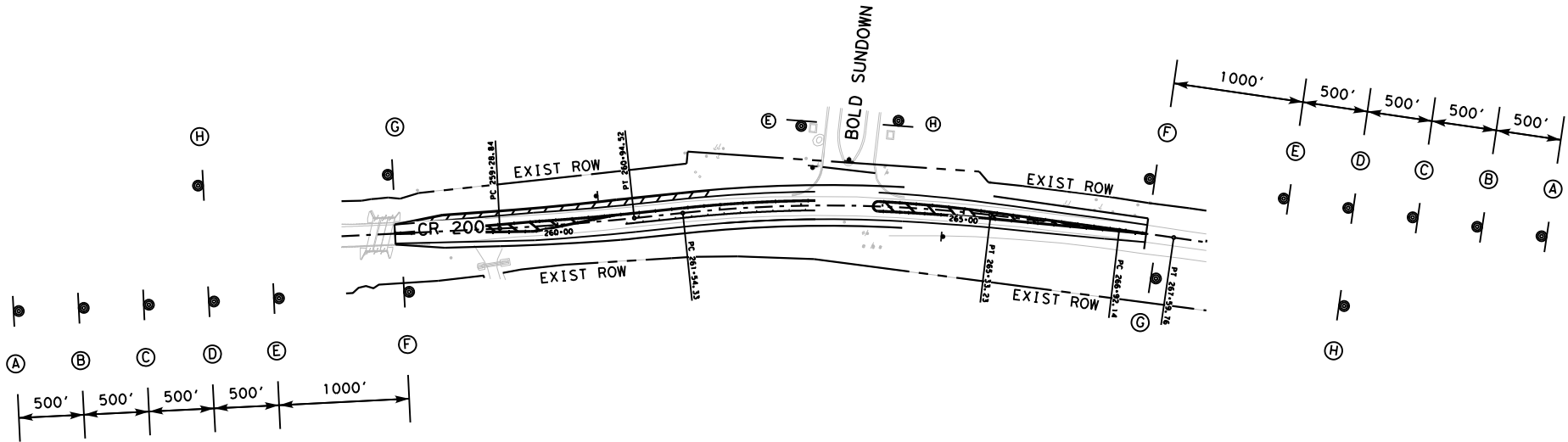
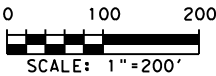
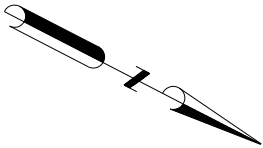
**CR 200  
AT BOLD SUNDOWN  
TYPICAL SECTIONS**

SHEET 2 OF 2

SHEET # 8

**NOTE:**

FOR THE FULL DEPTH REPAIR BEGINNING +/-STA 261+90 AND ENDING +/-STA 262+90;  
THE FOLLOWING QUANTITIES WERE INCLUDED IN THE PROJECT QUANTITIES FOR PAVEMENT REPAIR:  
ITEM 110-6001 - EXCAVATION 47 CY  
ITEM 340-6011 - HMAc TY B 19 TON  
ITEM 340-6120 - HMAc TY D 13 TON  
AREA AND QUANTITY SHOWN ARE FOR ESTIMATING PURPOSES AND MAY VARY. REPAIR SHALL UTILIZE THE SAME PAVEMENT STRUCTURE AS THE WIDENING SECTION.

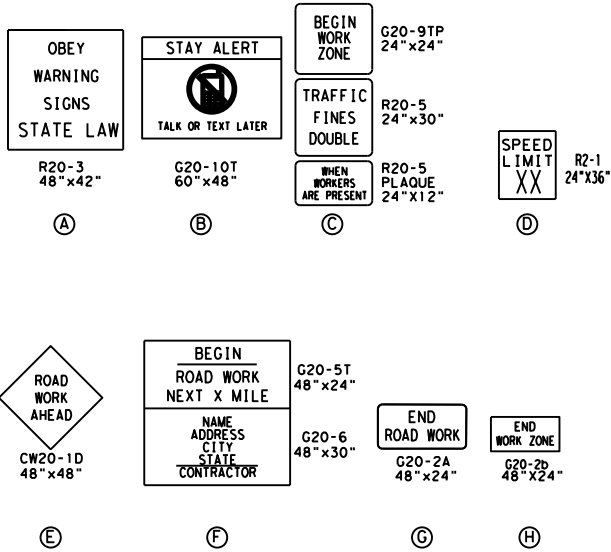




SEQUENCE OF WORK

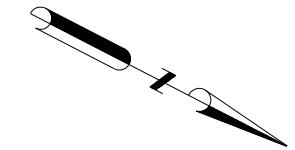
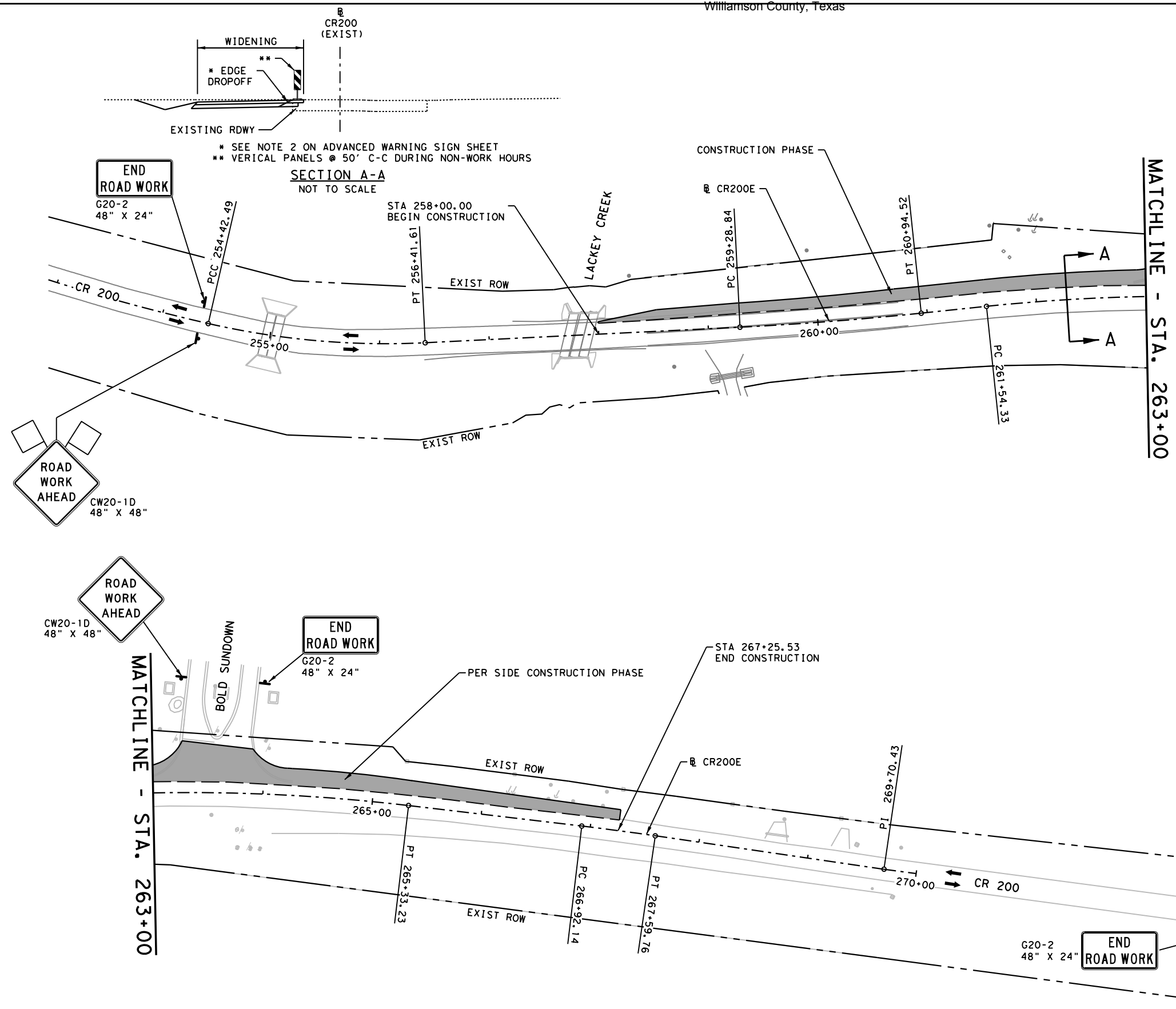
1. PLACE APPROACH WARNING SIGNS AND BARRICADES.
2. PLACE SW3P MEASURES.
3. PHASE 1
  - a. PLACE LEVEL-UP ON EXISTING ROADWAY TO CREATE 2% X-SLOPE (SEE NOTE 6).
4. PHASE 2
  - a. CONSTRUCT WIDENING THRU HMA (TY B) ON WEST SIDE.
5. PHASE 3
  - a. SHIFT TRAFFIC TO WEST PER TCP LAYOUT.
  - b. CONSTRUCT WIDENING THRU HMA (TY B) ON EAST SIDE AND PAVEMENT REPAIR OF EXISTING ROADWAY.
6. PLACE SEAL COAT.
7. PLACE HMA (TY D) ACROSS ENTIRE ROADWAY.
8. PLACE PERMANENT SIGNS AND MARKINGS.
9. FINAL CLEAN UP.

NOTES

1. ENTIRE ROADWAY SHALL BE RE-OPENED TO TRAFFIC DURING NON-WORK HOURS.
2. CONTRACTOR SHALL PROVIDE SAFETY SLOPE AT 3:1 OR FLATTER AGAINST EDGE DROP OFF USING SALVAGE BASE OR OTHER MATERIAL ACCEPTABLE TO THE ENGINEER.
3. DURING SCHOOL DAYS, LANE CLOSURES SHALL NOT BEGIN BEFORE 9AM AND SHALL BE RE-OPENED BY 3PM.
4. PROVIDE ACCESS TO SIDE STREETS AND DRIVEWAYS AT ALL TIMES.
5. SEE BC, TCP & WZ STANDARDS FOR TEMPORARY SIGNING AND PAVEMENT MARKING DETAILS.
6. PRIOR TO BEGINNING CONSTRUCTION, CONFIRM LIMITS & QUANTITY OF ACP LEVEL-UP TO CREATE 2% X-SLOPE ON EXISTING ROADWAY AND SUBMIT TO CONSTRUCTION OBSERVER FOR APPROVAL.



 WILLIAMSON COUNTY 1848	WILLIAMSON COUNTY PRECINCT #2
 O'BRIEN Engineering Services	TBPE FIRM # 14060
CR 200 AT BOLD SUNDOWN ADVANCED WARNING SIGNS	
SHEET 1 OF 1	SHEET # 9



LANE CLOSURE SET UP SHALL BE PLACED TO MAXIMIZE SIGHT DISTANCE.

LEGEND

- DIRECTION OF TRAFFIC
- CONSTRUCTION PHASE



- NOTES:
- SEE ADVANCED WARNING SIGN SHEET FOR SEQUENCE OF CONSTRUCTION AND NOTES.



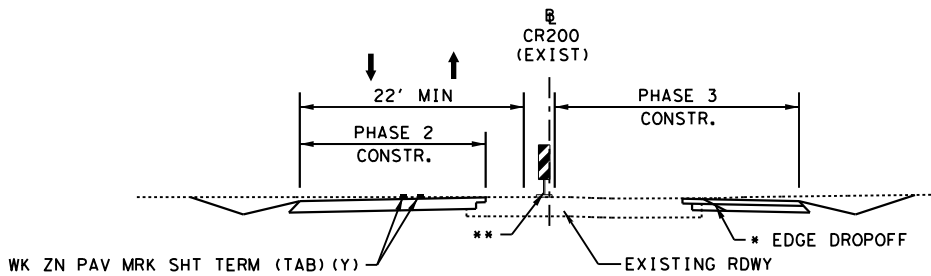
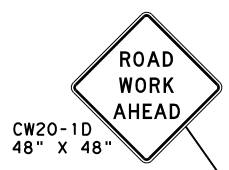
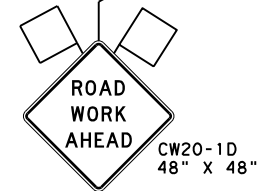
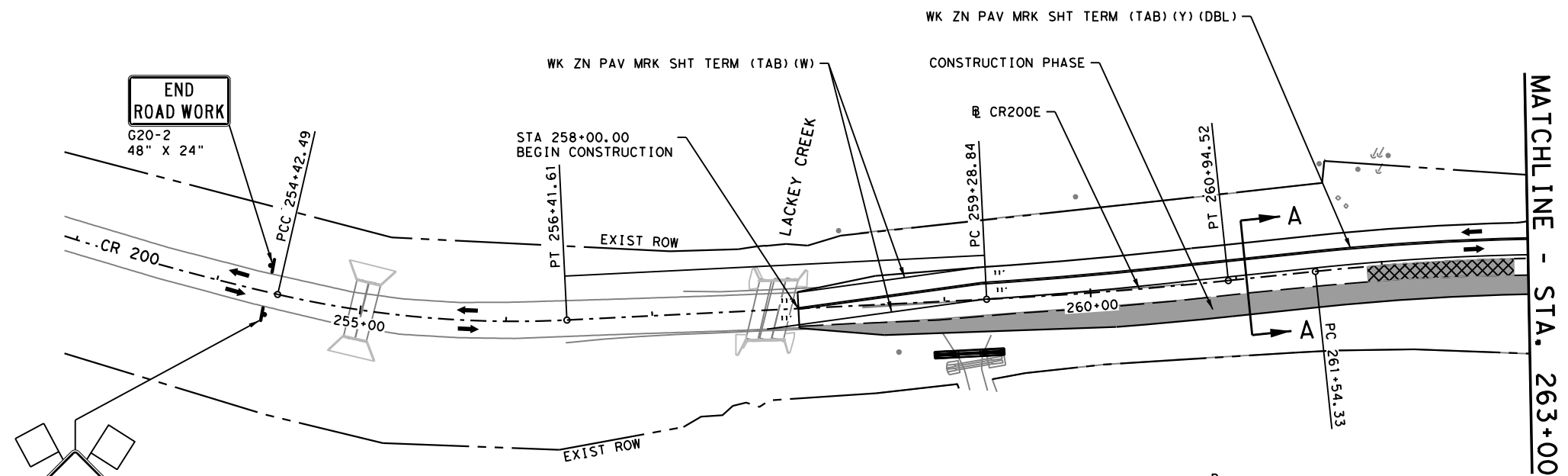
WILLIAMSON COUNTY PRECINCT #2



TBPE FIRM # 14060

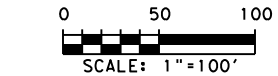
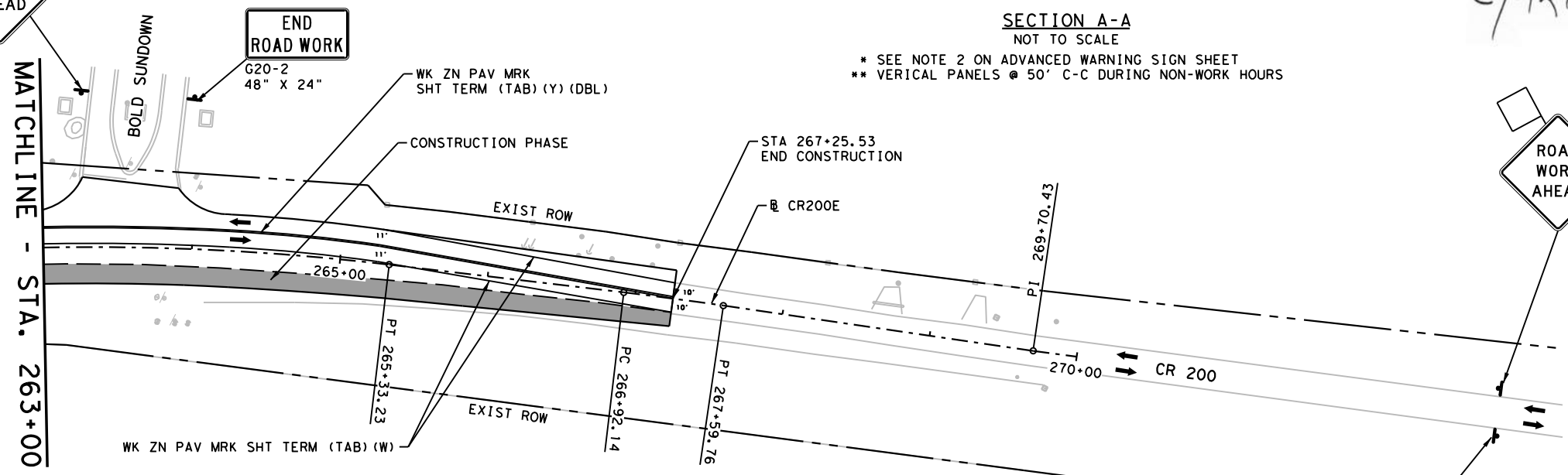
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TRAFFIC CONTROL  
PLAN  
PHASE 2

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SECTION A-A  
NOT TO SCALE

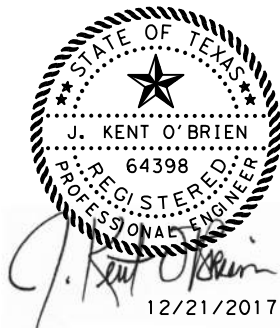
\* SEE NOTE 2 ON ADVANCED WARNING SIGN SHEET  
\*\* VERICAL PANELS @ 50' C-C DURING NON-WORK HOURS



LANE CLOSURE SET UP SHALL  
BE PLACED TO MAXIMIZE  
SIGHT DISTANCE.

LEGEND

- DIRECTION OF TRAFFIC
- CONSTRUCTION PHASE
- PAVEMENT REPAIR  
SEE ROADWAY PLAN & PROFILE  
SHT FOR DETAILS.



NOTES:

- 1. SEE ADVANCED WARNING SIGN SHEET FOR SEQUENCE OF CONSTRUCTION AND NOTES.



WILLIAMSON  
COUNTY  
1845

WILLIAMSON  
COUNTY  
PRECINCT  
#2



**O'BRIEN**  
Engineering Services

TBPE FIRM  
# 14060

CR 200  
AT BOLD SUNDOWN  
TRAFFIC CONTROL  
PLAN  
PHASE 3

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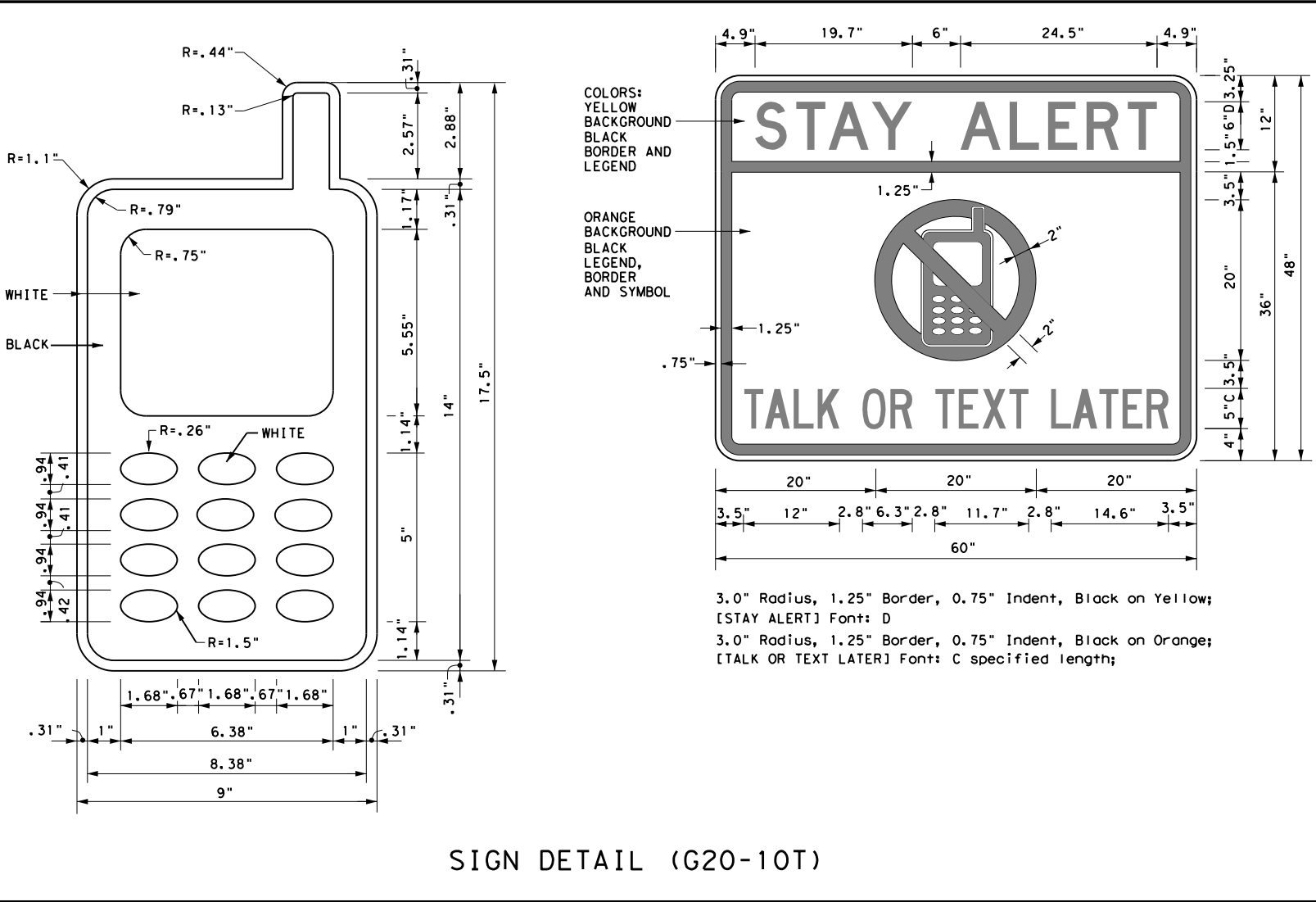
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BARRICADE AND CONSTRUCTION (BC) STANDARD SHEETS GENERAL NOTES:

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.




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 <a href="http://www.txdot.gov">http://www.txdot.gov</a>	
COMPLIANT WORK ZONE TRAFFIC CONTROL DEVICES LIST (CWZTCD)	
DEPARTMENTAL MATERIAL SPECIFICATIONS (DMS)	
MATERIAL PRODUCER LIST (MPL)	
ROADWAY DESIGN MANUAL - SEE "MANUALS (ONLINE MANUALS)"	
STANDARD HIGHWAY SIGN DESIGNS FOR TEXAS (SHSD)	
TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD)	
TRAFFIC ENGINEERING STANDARD SHEETS	

SHEET 1 OF 12



Texas Department of Transportation

Traffic Operations Division Standard

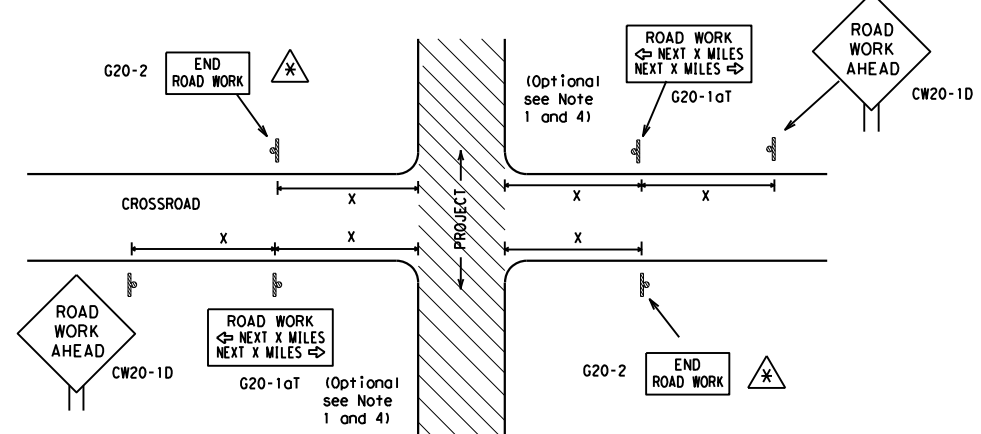
BARRICADE AND CONSTRUCTION  
GENERAL NOTES  
AND REQUIREMENTS

BC (1) - 14

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© TxDOT November 2002		CONT	SECT	JOB	HIGHWAY
REVISIONS		TBD	TBD		CR 200
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9-07 7-13		AUS	WILLIAMSON		12

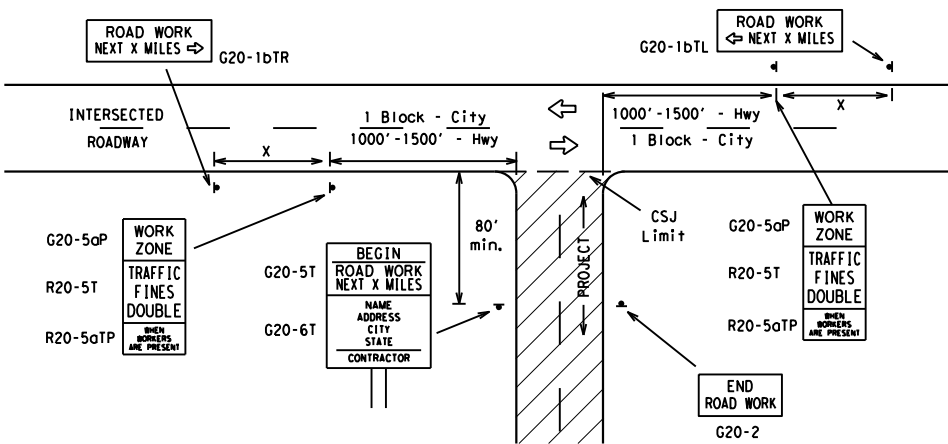
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TYPICAL LOCATION OF CROSSROAD SIGNS



- May be mounted on back of "ROAD WORK AHEAD" (CW20-1D) sign with approval of Engineer. (See note 2 below)
- The typical minimum signing on a crossroad approach should be a "ROAD WORK AHEAD" (CW20-1D) sign and a (G20-2) "END ROAD WORK" sign, unless noted otherwise in plans.
  - The Engineer may use the reduced size 36" x 36" ROAD WORK AHEAD (CW20-1D) sign mounted back to back with the reduced size 36" x 18" "END ROAD WORK" (G20-2) sign on low volume crossroads (see Note 4 under "Typical Construction Warning Sign Size and Spacing"). See the "Standard Highway Sign Designs for Texas" manual for sign details. The Engineer may omit the advance warning signs on low volume crossroads. The Engineer will determine whether a road is low volume. This information shall be shown in the plans.
  - Based on existing field conditions, the Engineer/Inspector may require additional signs such as FLAGGER AHEAD, LOOSE GRAVEL, or other appropriate signs. When additional signs are required, these signs will be considered part of the minimum requirements. The Engineer/Inspector will determine the proper location and spacing of any sign not shown on the BC sheets, Traffic Control Plan sheets or the Work Zone Standard Sheets.
  - The "ROAD WORK NEXT X MILES" (G20-1aT) sign shall be required at high volume crossroads to advise motorists of the length of construction in either direction from the intersection. The Engineer will determine whether a roadway is considered high volume.
  - Additional traffic control devices may be shown elsewhere in the plans for higher volume crossroads.
  - When work occurs in the intersection area, appropriate traffic control devices, as shown elsewhere in the plans or as determined by the Engineer/Inspector, shall be in place.

T-INTERSECTION



CSJ LIMITS AT T-INTERSECTION

- The Engineer will determine the types and location of any additional traffic control devices, such as a flagger and accompanying signs, or other signs, that should be used when work is being performed at or near an intersection.
- If construction closes the road at a T-intersection the Contractor shall place the "CONTRACTOR NAME" (G20-6T) sign behind the Type 3 Barricades for the road closure (see BC(10) also). The "ROAD WORK NEXT X MILES" left arrow (G20-1bTL) and "ROAD WORK NEXT X MILES" right arrow (G20-1bTR) signs shall be replaced by the detour signing called for in the plans.

TYPICAL CONSTRUCTION WARNING SIGN SIZE AND SPACING<sup>1,5,6</sup>

Sign Number or Series	SIZE		SPACING	
	Conventional Road	Expressway/ Freeway	Posted Speed MPH	Sign Spacing "X" Feet (Approx.)
CW20 <sup>4</sup>	48" x 48"	48" x 48"	30	120
CW21			35	160
CW22			40	240
CW23			45	320
CW25			50	400
CW1, CW2, CW7, CW8, CW9, CW11, CW14	36" x 36"	48" x 48"	55	500 <sup>2</sup>
CW3, CW4, CW5, CW6, CW8-3, CW10, CW12	48" x 48"	48" x 48"	60	600 <sup>2</sup>
			65	700 <sup>2</sup>
			70	800 <sup>2</sup>
			75	900 <sup>2</sup>
*			80	1000 <sup>2</sup>
			*	* <sup>3</sup>

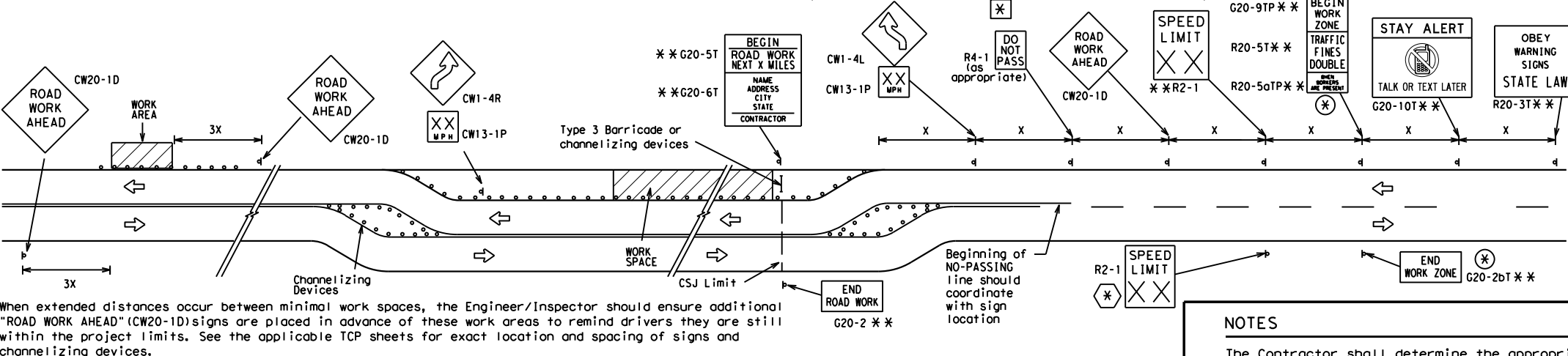
\* For typical sign spacings on divided highways, expressways and freeways, see Part 6 of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) typical application diagrams or TCP Standard Sheets.

Δ Minimum distance from work area to first Advance Warning sign nearest the work area and/or distance between each additional sign.

GENERAL NOTES

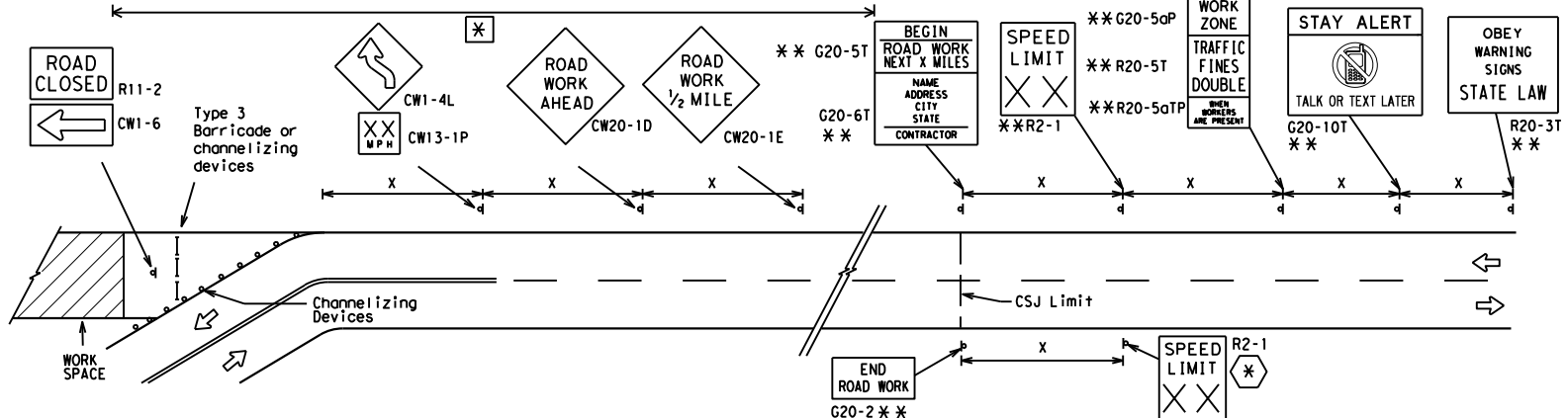
- Special or larger size signs may be used as necessary.
- Distance between signs should be increased as required to have 1500 feet advance warning.
- Distance between signs should be increased as required to have 1/2 mile or more advance warning.
- 36" x 36" "ROAD WORK AHEAD" (CW20-1D) signs may be used on low volume crossroads at the discretion of the Engineer. See Note 2 under "Typical Location of Crossroad Signs".
- Only diamond shaped warning sign sizes are indicated.
- See sign size listing in "TMUTCD", Sign Appendix or the "Standard Highway Sign Designs for Texas" manual for complete list of available sign design sizes.

WORK AREAS IN MULTIPLE LOCATIONS WITHIN CSJ LIMITS



When extended distances occur between minimal work spaces, the Engineer/Inspector should ensure additional "ROAD WORK AHEAD" (CW20-1D) signs are placed in advance of these work areas to remind drivers they are still within the project limits. See the applicable TCP sheets for exact location and spacing of signs and channelizing devices.

SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING DOWNSTREAM OF THE CSJ LIMITS



NOTES

The Contractor shall determine the appropriate distance to be placed on the G20-1 series signs and "BEGIN ROAD WORK NEXT X MILES" (G20-5T) sign for each specific project. This distance shall replace the "X" and shall be rounded to the nearest whole mile with the approval of the Engineer. No decimals shall be used.

\* The "BEGIN WORK ZONE" (G20-9TP) and "END WORK ZONE" (G20-2bT) shall be used as shown on the sample layout when advance signs are required outside the CSJ Limits. They inform the motorist of entering or leaving a part of the work zone lying outside the CSJ Limits where traffic fines may double if workers are present.

\*\* Required CSJ Limit signing. See Note 10 on BC(1). TRAFFIC FINES DOUBLE signs will not be required on projects consisting solely of mobile operations work.

\* Area for placement of "ROAD WORK AHEAD" (CW20-1D) sign and other signs or devices as called for on the Traffic Control Plan.

\* Contractor will install a regulatory speed limit sign at the end of the work zone.

LEGEND	
—	Type 3 Barricade
○ ○ ○	Channelizing Devices
—	Sign
X	See Typical Construction Warning Sign Size and Spacing chart or the TMUTCD for sign spacing requirements.

SHEET 2 OF 12



BARRICADE AND CONSTRUCTION PROJECT LIMIT

BC (2) - 14

FILE: bc-14.dgn	DN: TxDOT	CK: TxDOT	OW: TxDOT	CK: TxDOT
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REVISIONS	TBD	TBD	TBD	CR 200
9-07 8-14	DIST	COUNTY	SHEET NO.	
7-13	AUS	WILLIAMSON	13	

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.

Signing shown for  
one direction only.  
See BC(2) for  
additional advance  
signing.




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.

- 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

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.

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:

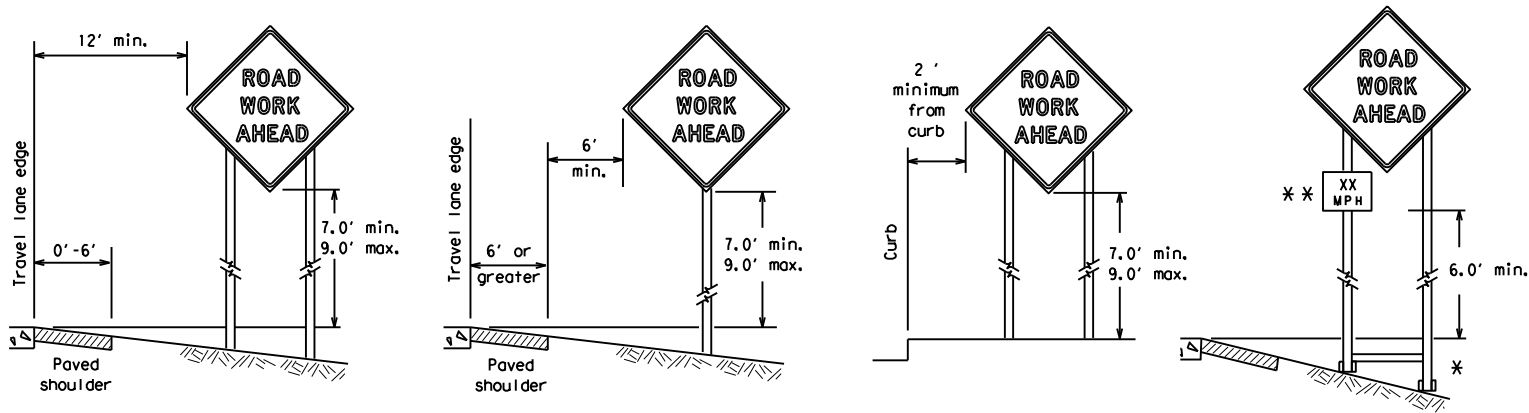
40 mph and greater	0.2 to 2 miles
35 mph and less	0.2 to 1 mile
5. Regulatory speed limit signs shall have black legend and border on a white reflective background (See "Reflective Sheeting" on BC(4)).
6. Fabrication, erection and maintenance of the "ADVANCE SPEED LIMIT" (CW3-5) sign, "WORK ZONE" (G20-5aP) 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.

 <p style="font-size: 1.2em; margin: 0;"><b>Texas Department of Transportation</b></p>	<p style="font-size: 0.8em; margin: 0;"><i><b>Traffic Operations Division Standard</b></i></p>			
<h1 style="margin: 0;">BARRICADE AND CONSTRUCTION WORK ZONE SPEED LIMIT</h1>				
<h2 style="margin: 0;">BC (3) - 14</h2>				
FILE: bc-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
© TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
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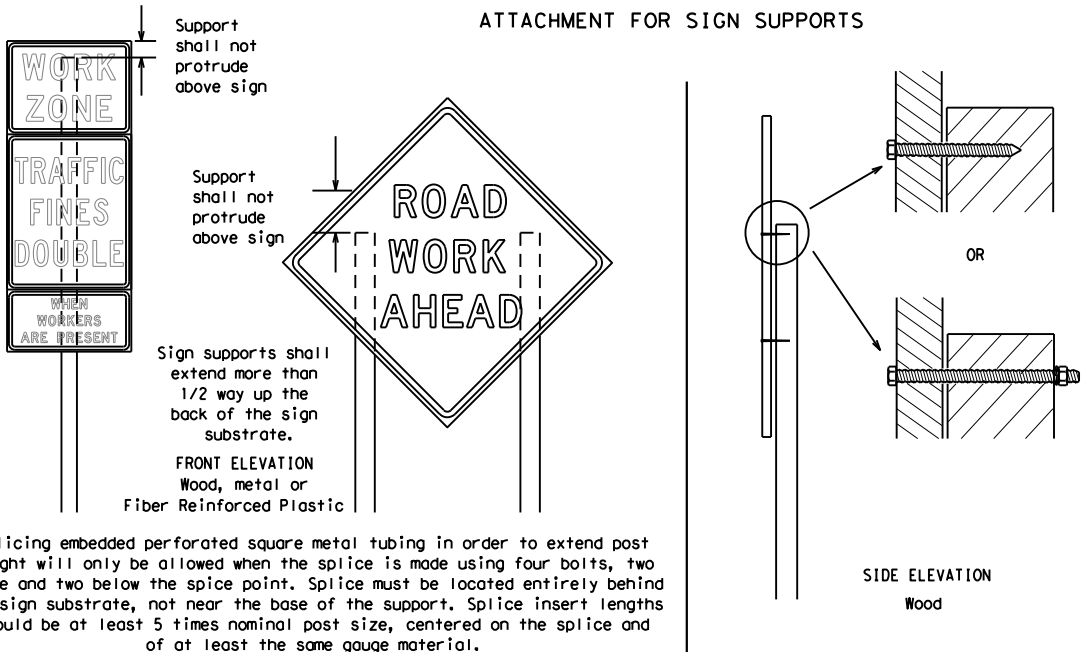
TYPICAL MINIMUM CLEARANCES FOR LONG TERM AND INTERMEDIATE TERM SIGNS



\* 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

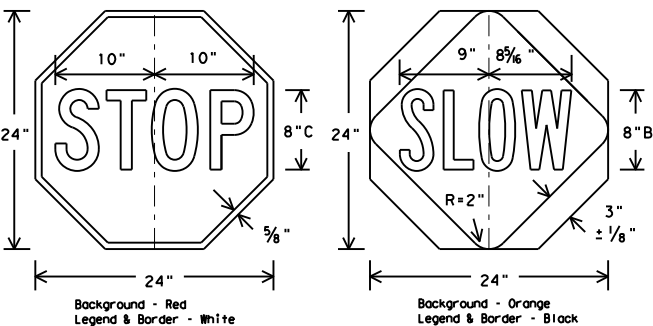


Attachment to wooden supports will be by bolts and nuts or screws. Use TxDOT's or manufacturer's recommended procedures for attaching sign substrates to other types of sign supports

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

- 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.
- When used at night, the STOP/SLOW paddle shall be retroreflectORIZED.
- STOP/SLOW paddles may be attached to a staff with a minimum length of 6' to the bottom of the sign.
- 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

- 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.
- 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.
- When existing permanent signs are moved and relocated due to construction purposes, they shall be visible to motorists at all times.
- If existing signs are to be relocated on their original supports, they shall be installed on crashworthy bases as shown on the BC Sheets or the SMD Standards. This work should be paid for under the appropriate pay item for relocating existing signs.
- 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.
- 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

- Contractor shall install and maintain signs in a straight and plumb condition and/or as directed by the Engineer.
- Wooden sign posts shall be painted white.
- Barricades shall NOT be used as sign supports.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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)

- 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.
  - Long-term stationary - work that occupies a location more than 3 days.
  - 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.
  - Short-term stationary - daytime work that occupies a location for more than 1 hour in a single daylight period.
  - Short, duration - work that occupies a location up to 1 hour.
  - Mobile - work that moves continuously or intermittently (stopping for up to approximately 15 minutes.)

SIGN MOUNTING HEIGHT

- 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.
- 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.
- Long-term/Intermediate-term Signs may be used in lieu of Short-term/Short Duration signing.
- 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.
- 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

- 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

- 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.
- "Mesh" type materials are NOT an approved sign substrate, regardless of the tightness of the weave.
- 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

- 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).
- White sheeting, meeting the requirements of DMS-8300 Type A, shall be used for signs with a white background.
- Orange sheeting, meeting the requirements of DMS-8300 Type B<sub>FL</sub> or Type C<sub>FL</sub>, shall be used for rigid signs with orange backgrounds.

SIGN LETTERS

- 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

- When sign messages may be confusing or do not apply, the signs shall be removed or completely covered.
- 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.
- 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.
- 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.
- Burlap shall NOT be used to cover signs.
- Duct tape or other adhesive material shall NOT be affixed to a sign face.
- Signs and anchor stubs shall be removed and holes backfilled upon completion of work.


SIGN SUPPORT WEIGHTS

- Where sign supports require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand should be used.
- The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight.
- Rock, concrete, iron, steel or other solid objects shall not be permitted for use as sign support weights.
- 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.
- 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.
- 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.
- Sandbags shall NOT be placed under the skid and shall not be used to level sign supports placed on slopes.

FLAGS ON SIGNS

- 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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Texas Department of Transportation

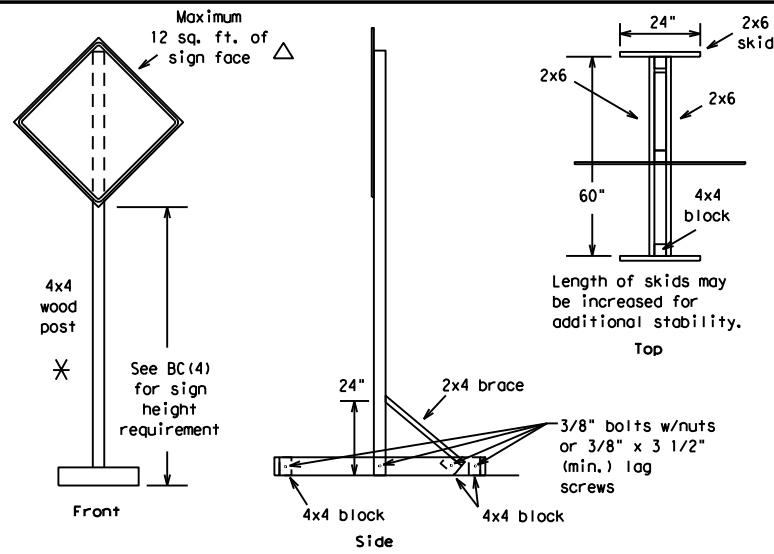
Traffic Operations Division Standard

# BARRICADE AND CONSTRUCTION TEMPORARY SIGN NOTES

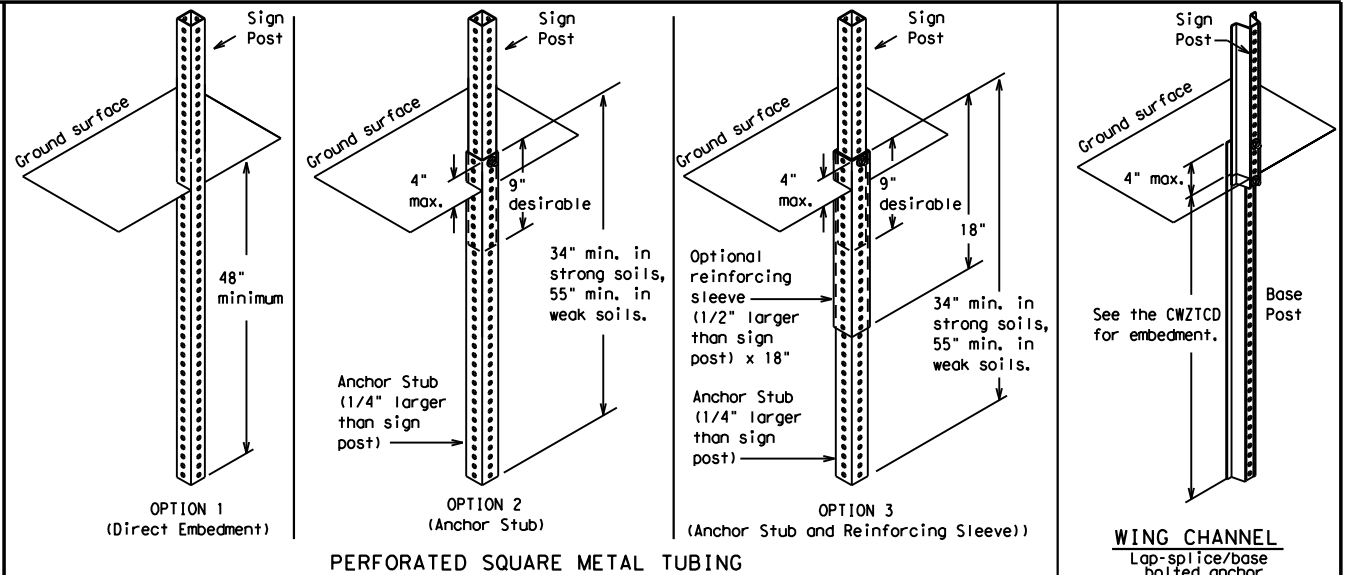
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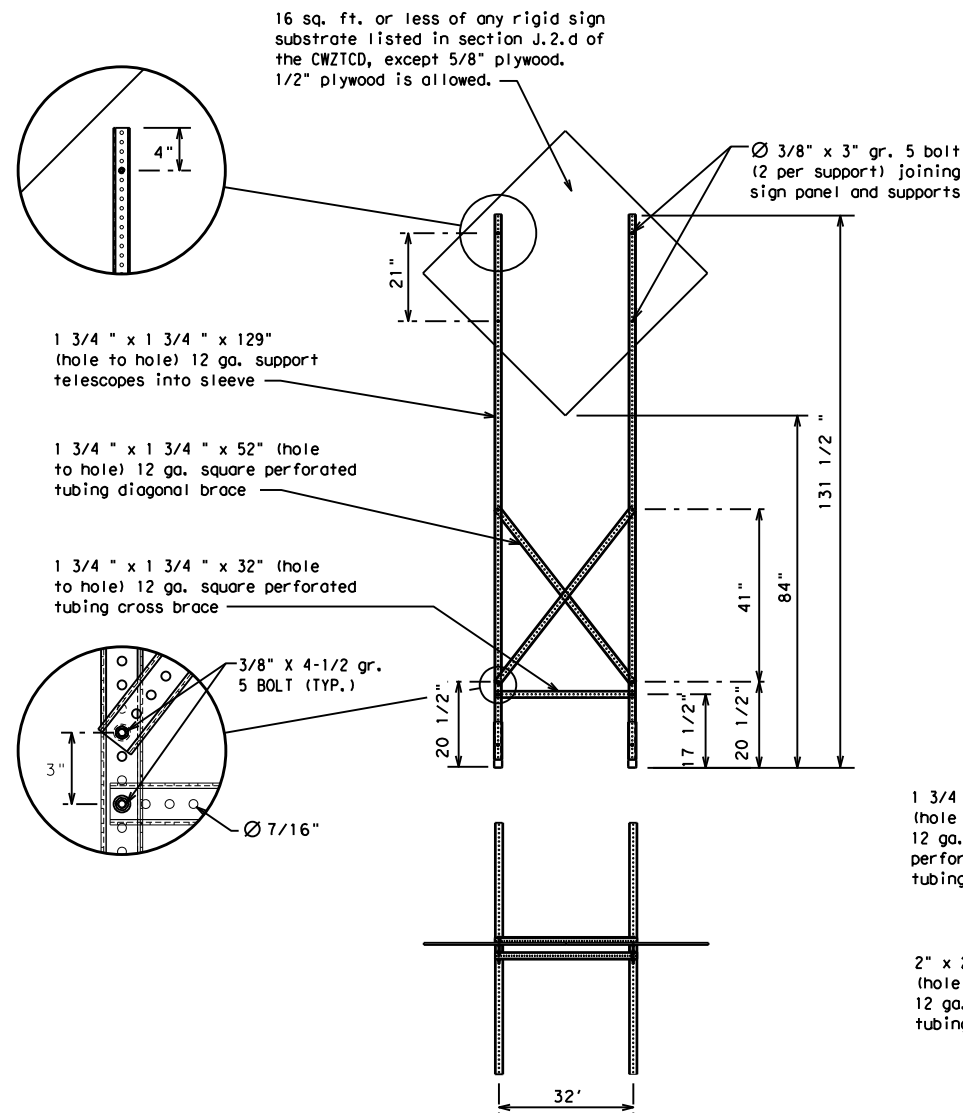
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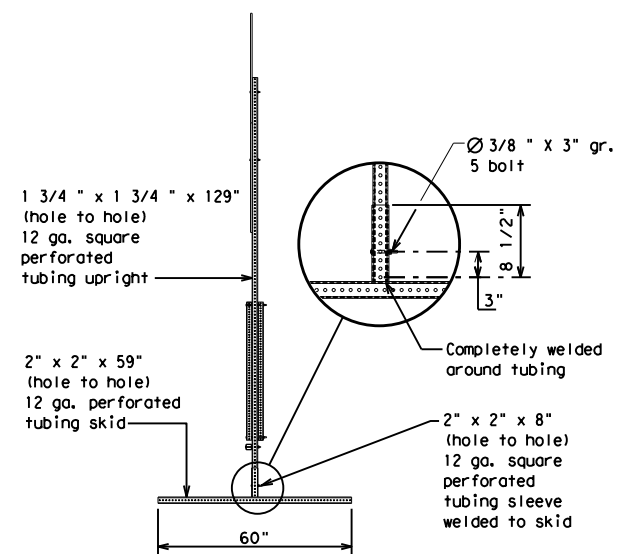
LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS ☐



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.



## WOOD POST SYSTEM FOR GROUND MOUNTED SIGN SUPPORTS



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)).

MORE DETAILS OF APPROVED LONG/INTERMEDIATE  
AND SHORT TERM SUPPORTS CAN BE FOUND ON THE  
CWZTCD LIST. SEE BC(1) FOR WEBSITE LOCATION.

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 the CWZTCD for the type of sign substrate that can be used for each approved sign support.

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**Traffic  
Operations  
Division  
Standard**

## 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**
- The Engineer/Inspector shall approve all messages used on portable changeable message signs (PCMS).
  - 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.
  - 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.
  - Use the word "EXIT" to refer to an exit ramp on a freeway; i.e., "EXIT CLOSED." Do not use the term "RAMP."
  - Always use the route or interstate designation (IH, US, SH, FM) along with the number when referring to a roadway.
  - When in use the bottom of a stationary PCMS message panel should be a minimum 7 feet above the roadway, where possible.
  - 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.
  - 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.
  - Do not "flash" messages or words included in a message. The message should be steady burn or continuous while displayed.
  - 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.
  - Do not use the word "Danger" in message.
  - Do not display the message "LANES SHIFT LEFT" or "LANES SHIFT RIGHT" on a PCMS. Drivers do not understand the message.
  - Do not display messages that scroll horizontally or vertically across the face of the sign.
  - 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.
  - 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.
  - Each line of text should be centered on the message board rather than left or right justified.
  - 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	WORD OR PHRASE	ABBREVIATION
Access Road	ACCS RD	Major	MAJ
Alternate	ALT	Miles	MI
Avenue	AVE	Miles Per Hour	MPH
Best Route	BEST RTE	Minor	MNR
Boulevard	BLVD	Monday	MON
Bridge	BRDG	Normal	NORM
Cannot	CANT	North	N
Center	CTR	Northbound	(route) N
Construction Ahead	CONST AHD	Parking	PKING
CROSSING	XING	Road	RD
Detour Route	DETOUR RTE	Right Lane	RT LN
Do Not	DONT	Saturday	SAT
East	E	Service Road	SERV RD
Eastbound	(route) E	Shoulder	SHLDR
Emergency	EMER	Slippery	SLIP
Emergency Vehicle	EMER VEH	South	S
Entrance, Enter	ENT	Southbound	(route) S
Express Lane	EXP LN	Speed	SPD
Expressway	EXPWY	Street	ST
XXXX Feet	XXXX FT	Sunday	SUN
Fog Ahead	FOG AHD	Telephone	PHONE
Freeway	FRWY, FWY	Temporary	TEMP
Freeway Blocked	FWY BLKD	Thursday	THURS
Friday	FRI	To Downtown	TO DWN TN
Hazardous Driving	HAZ DRIVING	Traffic	TRAF
Hazardous Material	HAZMAT	Travelers	TRVLRS
High-Occupancy	HOV	Tuesday	TUES
Vehicle	VEH	Time Minutes	TIME MIN
Highway	HWY	Upper Level	UPR LEVEL
Hour(s)	HR, HRS	Vehicles (s)	VEH, VEHs
Information	INFO	Warning	WARN
It Is	ITS	Wednesday	WED
Junction	JCT	Weight Limit	WT LIMIT
Left	LFT	West	W
Left Lane	LFT LN	Westbound	(route) W
Lane Closed	LN CLOSED	Wet Pavement	WET PYMT
Lower Level	LWR LEVEL	Will Not	WONT
Maintenance	MAINT		

Roadway designation \* IH-number, US-number, SH-number, FM-number

RECOMMENDED PHASES AND FORMATS FOR PCMS MESSAGES DURING ROADWORK ACTIVITIES

(The Engineer may approve other messages not specifically covered here.)

Phase 1: Condition Lists

Road/Lane/Ramp Closure List

FREEWAY CLOSED X MILE
ROAD CLOSED AT SH XXX
ROAD CLSD AT FM XXXX
RIGHT X LANES CLOSED
CENTER LANE CLOSED
NIGHT LANE CLOSURES
VARIOUS LANES CLOSED
EXIT CLOSED
MALL DRIVEWAY CLOSED
XXXXXXXX BLVD CLOSED

Other Condition List

FRONTAGE ROAD CLOSED
SHOULDER CLOSED XXX FT
RIGHT LN CLOSED XXX FT
RIGHT X LANES OPEN
DAYTIME LANE CLOSURES
I-XX SOUTH EXIT CLOSED
EXIT XXX CLOSED X MILE
RIGHT LN TO BE CLOSED
X LANES CLOSED TUE - FRI

ROADWORK XXX FT
FLAGGER XXXX FT
RIGHT LN NARROWS XXXX FT
MERGING TRAFFIC XXXX FT
LOOSE GRAVEL XXXX FT
DETOUR X MILE
ROADWORK PAST SH XXXX
BUMP XXXX FT
TRAFFIC SIGNAL XXXX FT

ROAD REPAIRS XXXX FT
LANE NARROWS XXXX FT
TWO-WAY TRAFFIC XX MILE
CONST TRAFFIC XXX FT
UNEVEN LANES XXXX FT
ROUGH ROAD XXXX FT
ROADWORK FRI-SUN
US XXX EXIT X MILES
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
DETOUR NEXT X EXITS
USE EXIT XXX
STAY ON US XXX SOUTH
TRUCKS USE US XXX N
WATCH FOR TRUCKS
EXPECT DELAYS
REDUCE SPEED XXX FT
USE OTHER ROUTES
STAY IN LANE

FORM X LINES RIGHT
USE XXXXX RD EXIT
USE EXIT I-XX NORTH
USE I-XX E TO I-XX N
WATCH FOR TRUCKS
EXPECT DELAYS
PREPARE TO STOP
END SHOULDER USE
WATCH FOR WORKERS

Location List

AT FM XXXX
BEFORE RAILROAD CROSSING
NEXT X MILES
PAST US XXX EXIT
XXXXXXXX TO XXXXXXXX
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

- Only 1 or 2 phases are to be used on a PCMS.
- The 1st phase (or both) should be selected from the "Road/Lane/Ramp Closure List" and the "Other Condition List".
- A 2nd phase can be selected from the "Action to Take/Effect on Travel, Location, General Warning, or Advance Notice Phase Lists".
- A Location Phase is necessary only if a distance or location is not included in the first phase selected.
- 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.
- 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.

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

- 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.
- 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.
- 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.
- 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.

WORDING ALTERNATIVES

- The words RIGHT, LEFT and ALL can be interchanged as appropriate.
- Roadway designations IH, US, SH, FM and LP can be interchanged as appropriate.
- EAST, WEST, NORTH and SOUTH (or abbreviations E, W, N and S) can be interchanged as appropriate.
- Highway names and numbers replaced as appropriate.
- ROAD, HIGHWAY and FREEWAY can be interchanged as needed.
- AHEAD may be used instead of distances if necessary.
- FT and MI, MILE and MILES interchanged as appropriate.
- AT, BEFORE and PAST interchanged as needed.
- Distances or AHEAD can be eliminated from the message if a location phase is used.

SHEET 6 OF 12



Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PORTABLE CHANGEABLE MESSAGE SIGN (PCMS)

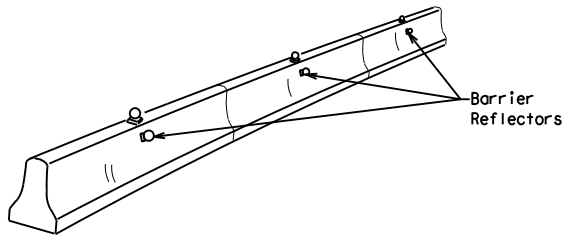
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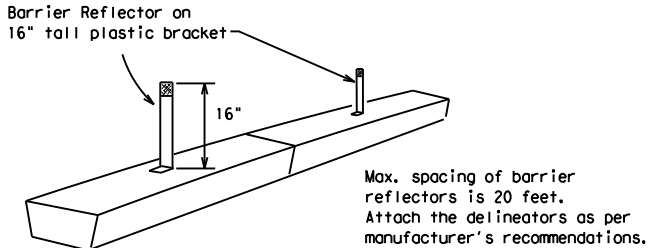
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- Barrier Reflectors shall be pre-qualified, and conform to the color and reflectivity requirements of DMS-8600. A list of prequalified Barrier Reflectors can be found at the Material Producer List web address shown on BC(11).
- Color of Barrier Reflectors shall be as specified in the TMUTCD. The cost of the reflectors shall be considered subsidiary to Item 512.

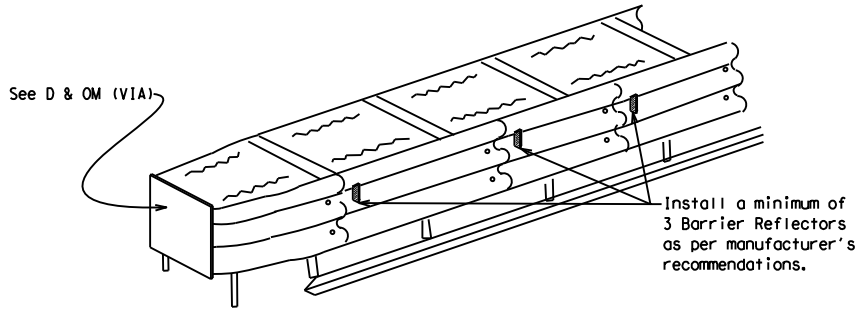


CONCRETE TRAFFIC BARRIER (CTB)

- 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.
- 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.
- When CTB separates traffic traveling in the same direction, no barrier reflectors will be required on top of the CTB.
- Barrier Reflector units shall be yellow or white in color to match the edgeline being supplemented.
- Maximum spacing of Barrier Reflectors is forty (40) feet.
- Pavement markers or temporary flexible-reflective roadway marker tabs shall NOT be used as CTB delineation.
- Attachment of Barrier Reflectors to CTB shall be per manufacturer's recommendations.
- Missing or damaged Barrier Reflectors shall be replaced as directed by the Engineer.
- 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

WARNING LIGHTS

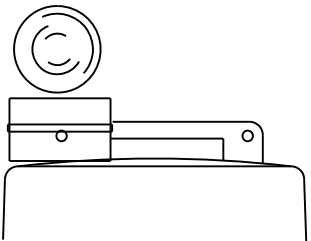
- Warning lights shall meet the requirements of the TMUTCD.
- Warning lights shall NOT be installed on barricades.
- Type A-Low Intensity Flashing Warning Lights are commonly used with drums. They are intended to warn of or mark a potentially hazardous area. Their use shall be as indicated on this sheet 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<sub>FL</sub> or C<sub>FL</sub> Sheeting meeting the requirements of Departmental Material Specification DMS-8300.
- 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".
- The Engineer/Inspector or the plans shall specify the location and type of warning lights to be installed on the traffic control devices.
- 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.
- 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.
- The location of warning lights and warning reflectors on drums shall be as shown elsewhere in the plans.

WARNING LIGHTS MOUNTED ON PLASTIC DRUMS

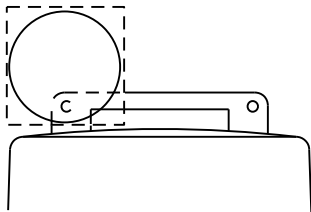
- Type A flashing warning lights are intended to warn drivers that they are approaching or are in a potentially hazardous area.
- Type A random flashing warning lights are not intended for delineation and shall not be used in a series.
- A series of sequential flashing warning lights placed on channelizing 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.
- 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.
- Type A, Type C and Type D warning lights shall be installed at locations as detailed on other sheets in the plans.
- Warning lights shall not be installed on a drum that has a sign, chevron or vertical panel.
- 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

- 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.
- 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.
- The warning reflector shall have a minimum retroreflective surface area (one-side) of 30 square inches.
- Round reflectors shall be fully reflectorized, including the area where attached to the drum.
- 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.
- 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.
- When used near two-way traffic, both sides of the warning reflector shall be reflectorized.
- The warning reflector should be mounted on the side of the handle nearest approaching traffic.
- The maximum spacing for warning reflectors should be identical to the channelizing device spacing requirements.



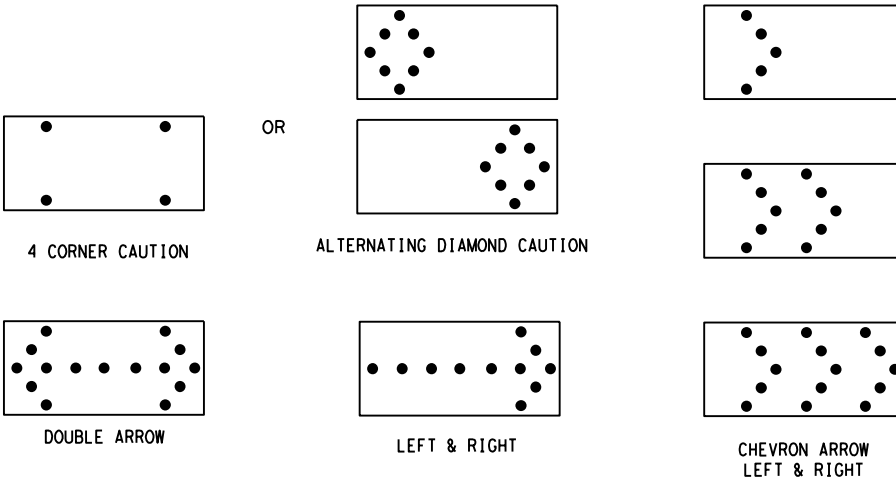
Type C Warning Light or approved substitute mounted on a drum adjacent to the travel way.



Warning reflector may be round or square. Must have a yellow reflective surface area of at least 30 square inches

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.

- 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.
- 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.
- 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.
- The Flashing Arrow Board should be able to display the following symbols:



- The "CAUTION" display consists of four corner lamps flashing simultaneously, or the Alternating Diamond Caution mode as shown.
- The straight line caution display is NOT ALLOWED.
- 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.
- 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.
- The sequential arrow display is NOT ALLOWED.
- The flashing arrow display is the TxDOT standard; however, the sequential Chevron display may be used during daylight operations.
- The Flashing Arrow Board shall be mounted on a vehicle, trailer or other suitable support.
- A Flashing Arrow Board SHALL NOT BE USED to laterally shift traffic.
- 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.
- 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

- 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).
- Refer to the CWZTCD for the requirements of Level 2 or Level 3 TMAs.
- Refer to the CWZTCD for a list of approved TMAs.
- TMAs are required on freeways unless otherwise noted in the plans.
- 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.
- 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.

BARRICADE AND CONSTRUCTION ARROW PANEL, REFLECTORS, WARNING LIGHTS & ATTENUATOR

BC (7) - 14

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GENERAL NOTES

- For long term stationary work zones on freeways, drums shall be used as the primary channelizing device.
- 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.
- 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.
- 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).
- 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.
- 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:

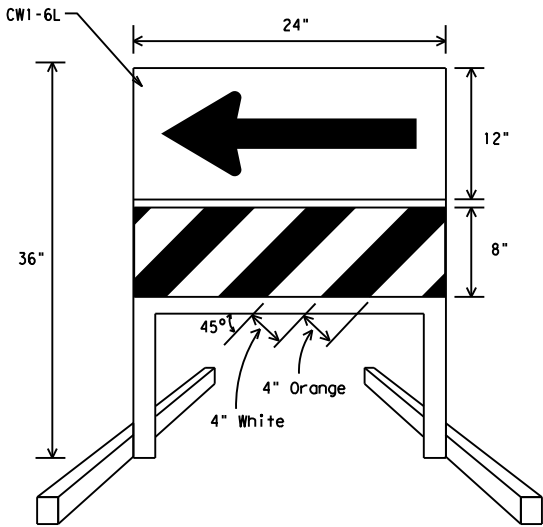
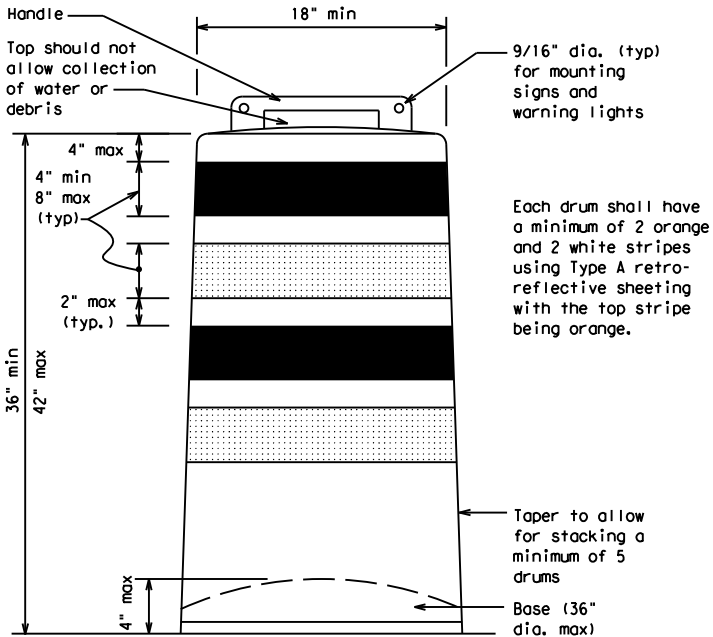
- Plastic drums shall be a two-piece design; the "body" of the drum shall be the top portion and the "base" shall be the bottom.
- The body and base shall lock together in such a manner that the body separates from the base when impacted by a vehicle traveling at a speed of 20 MPH or greater but prevents accidental separation due to normal handling and/or air turbulence created by passing vehicles.
- 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.
- 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.
- 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.
- 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.
- 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.
- Plastic drums shall be constructed of ultra-violet stabilized, orange, high-density polyethylene (HDPE) or other approved material.
- Drum body shall have a maximum unballasted weight of 11 lbs.
- Drum and base shall be marked with manufacturer's name and model number.

RETROREFLECTIVE SHEETING

- 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.
- 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.

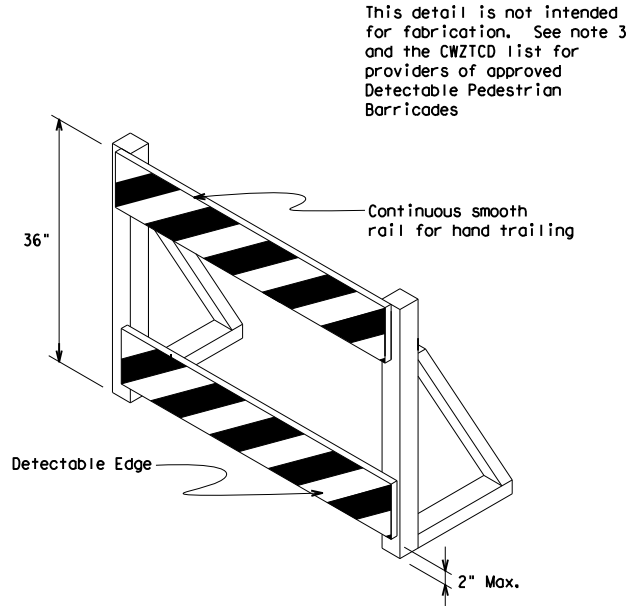
BALLAST

- 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.
- 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.
- Recycled truck tire sidewalls may be used for ballast on drums approved for this type of ballast on the CWZTCD list.
- 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.
- 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.
- Ballast shall not be placed on top of drums.
- Adhesives may be used to secure base of drums to pavement.



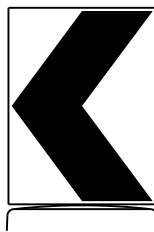
DIRECTION INDICATOR BARRICADE

- The Direction Indicator Barricade may be used in tapers, transitions, and other areas where specific directional guidance to drivers is necessary.
- If used, the Direction Indicator Barricade should be used in series to direct the driver through the transition and into the intended travel lane.
- The Direction Indicator Barricade shall consist of One-Direction Large Arrow (CWI-6) sign in the size shown with a black arrow on a background of Type B<sub>FL</sub> or Type C<sub>FL</sub> 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. Sheet types shall be as per DMS 8300.
- Double arrows on the Direction Indicator Barricade will not be allowed.
- Approved manufacturers are shown on the CWZTCD List. Ballast shall be as approved by the manufacturers instructions.

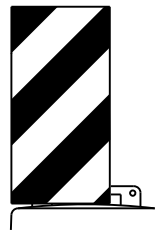


DETECTABLE PEDESTRIAN BARRICADES

- 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.
- 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.
- 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.
- 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.
- Warning lights shall not be attached to detectable pedestrian barricades.
- 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 CWI-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

- Signs used on plastic drums shall be manufactured using substrates listed on the CWZTCD.
- Chevrons and other work zone signs with an orange background shall be manufactured with Type B<sub>FL</sub> or Type C<sub>FL</sub> Orange sheeting meeting the color and retroreflectivity requirements of DMS-8300, "Sign Face Material," unless otherwise specified in the plans.
- 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.
- 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.
- Signs shall be installed using a 1/2 inch bolt (nominal) and nut, two washers, and one locking washer for each connection.
- Mounting bolts and nuts shall be fully engaged and adequately torqued. Bolts should not extend more than 1/2 inch beyond nuts.
- 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.
- R9-9, R9-10, R9-11 and R9-11a Sidewalk Closed signs which are 24 inches wide may be mounted on plastic drums, with approval of the Engineer.

SHEET 8 OF 12



Traffic  
Operations  
Division  
Standard

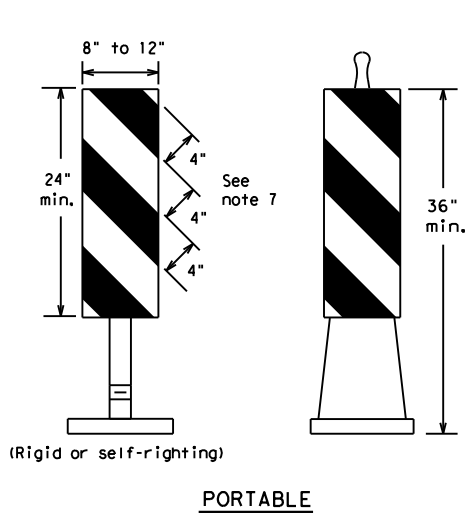
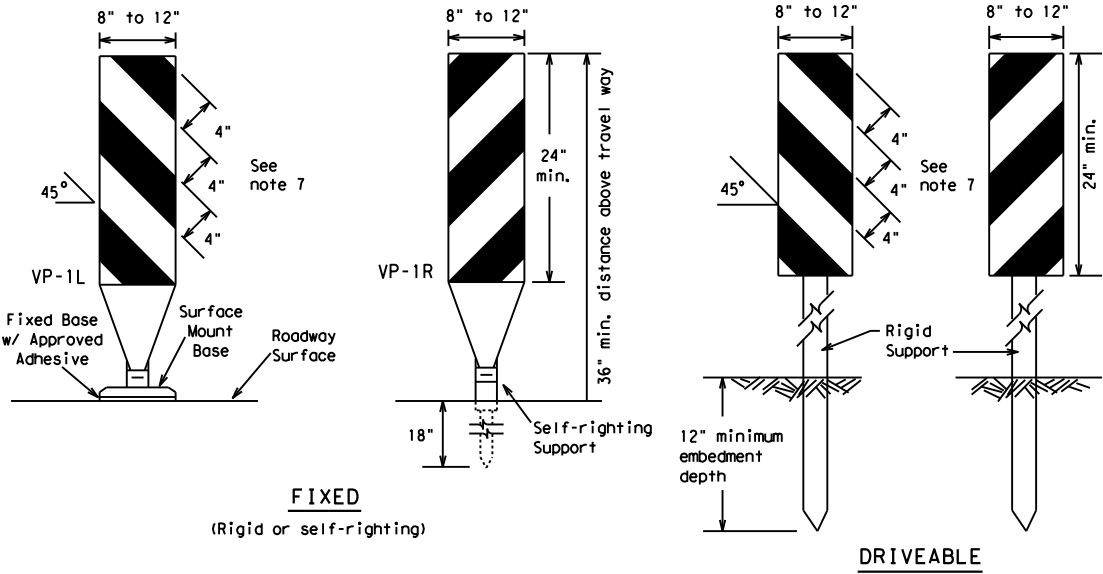
BARRICADE AND CONSTRUCTION  
CHANNELIZING DEVICES

BC (8) - 14

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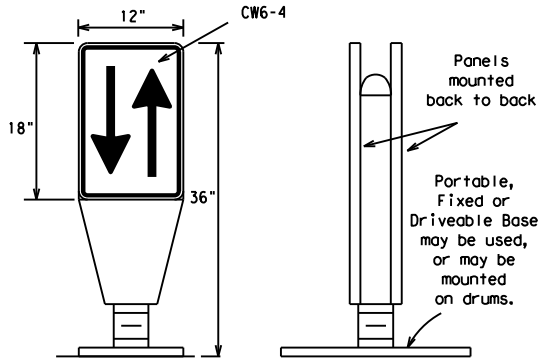
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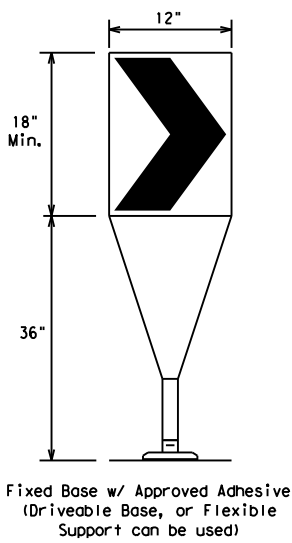
1. Vertical Panels (VP's) are normally used to channelize traffic or divide opposing lanes of traffic.
2. VP's may be used in daytime or nighttime situations. They may be used at the edge of shoulder drop-offs and other areas such as lane transitions where positive daytime and nighttime delineation is 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)



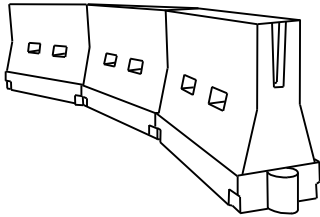
1. Opposing Traffic Lane Dividers (OTLD) are delineation devices designed to convert a normal one-way roadway section to two-way operation. OTLD's are used on temporary centerlines. The upward and downward arrows on the sign's face indicate the direction of traffic on either side of the divider. The 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<sub>FL</sub> or Type C<sub>FL</sub> conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.

OPPOSING TRAFFIC LANE DIVIDERS (OTLD)



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<sub>FL</sub> or Type C<sub>FL</sub> 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

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 **			Suggested Maximum Spacing of Channelizing Devices	
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent
30	$L = \frac{WS^2}{60}$	150'	165'	180'	30'	60'
35		205'	225'	245'	35'	70'
40		265'	295'	320'	40'	80'
45	L = WS	450'	495'	540'	45'	90'
50		500'	550'	600'	50'	100'
55		550'	605'	660'	55'	110'
60		600'	660'	720'	60'	120'
65		650'	715'	780'	65'	130'
70		700'	770'	840'	70'	140'
75		750'	825'	900'	75'	150'
80		800'	880'	960'	80'	160'

\*\*Taper lengths have been rounded off.  
L=Length of Taper (FT.) W=Width of Offset (FT.)  
S=Posted Speed (MPH)

SUGGESTED MAXIMUM SPACING OF CHANNELIZING DEVICES AND MINIMUM DESIRABLE TAPER LENGTHS

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BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

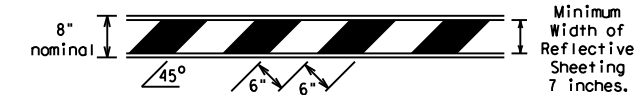
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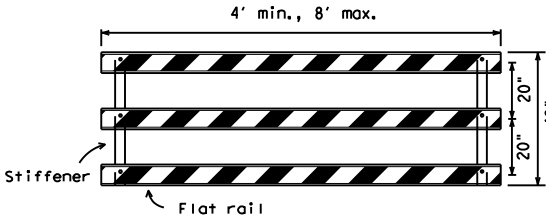
TYPE 3 BARRICADES

1. Refer to the Compliant Work Zone Traffic Control Devices List (CWZTCD) for details of the Type 3 Barricades and a list of all materials used in the construction of Type 3 Barricades.
2. Type 3 Barricades shall be used at each end of construction projects closed to all traffic.
3. Barricades extending across a roadway should have stripes that slope downward in the direction toward which traffic must turn in detouring. When both right and left turns are provided, the chevron striping may slope downward in both directions from the center of the barricade. Where no turns are provided at a closed road striping should slope downward in both directions toward the center of roadway.
4. Striping of rails, for the right side of the roadway, should slope downward to the left. For the left side of the roadway, striping should slope downward to the right.
5. Identification markings may be shown only on the back of the barricade rails. The maximum height of letters and/or company logos used for identification shall be 1".
6. Barricades shall not be placed parallel to traffic unless an adequate clear zone is provided.
7. Warning lights shall NOT be installed on barricades.
8. Where barricades require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand is recommended. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight. Sand bags shall not be stacked in a manner that covers any portion of a barricade rails reflective sheeting. Rock, concrete, iron, steel or other solid objects will NOT be permitted. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall not be used for sandbags. Sandbags shall only be placed along or upon the base supports of the device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners.
9. Sheeting for barricades shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300 unless otherwise noted.

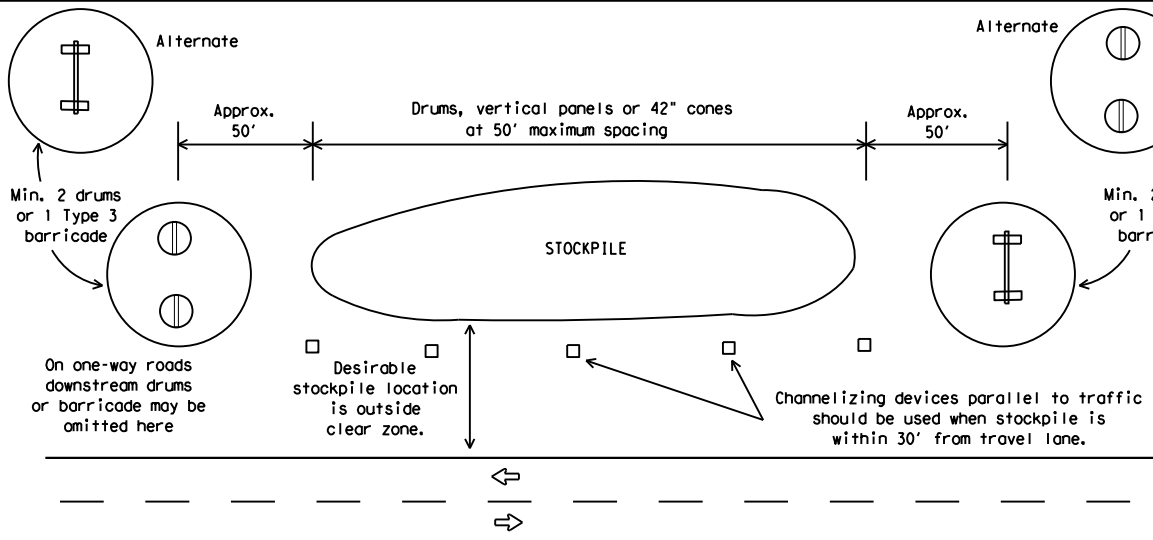
Barricades shall NOT be used as a sign support.



TYPICAL STRIPING DETAIL FOR BARRICADE RAIL

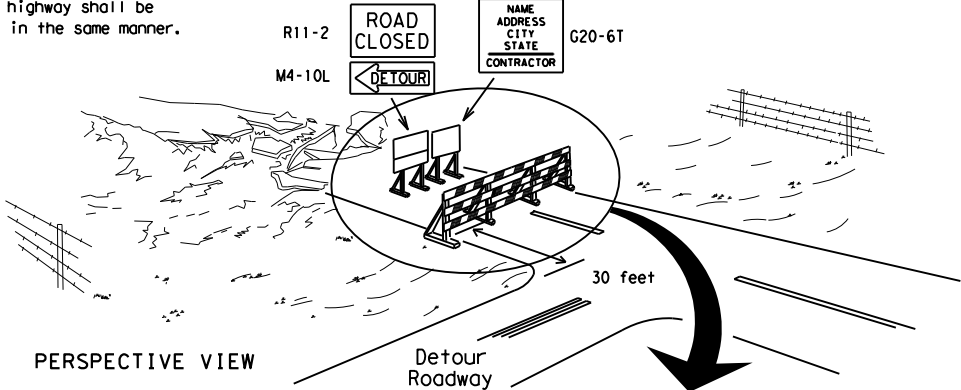


TYPICAL PANEL DETAIL FOR SKID OR POST TYPE BARRICADES



TRAFFIC CONTROL FOR MATERIAL STOCKPILES

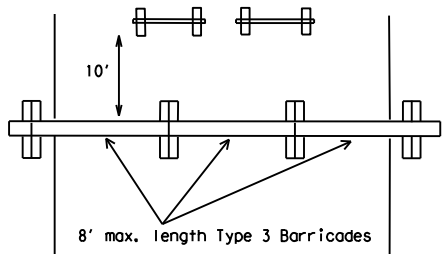
Each roadway of a divided highway shall be barricaded in the same manner.



PERSPECTIVE VIEW

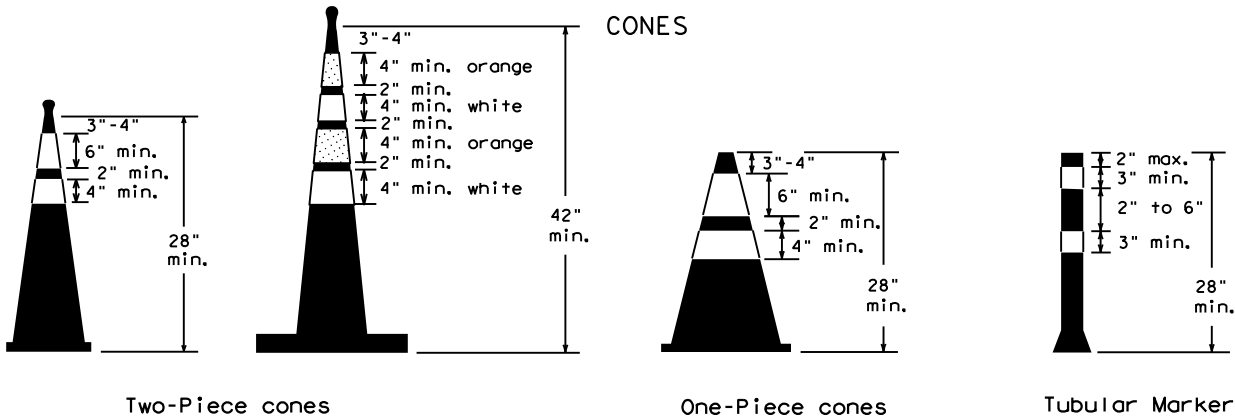
The three rails on Type 3 barricades shall be reflectorized orange and reflective white stripes on one side facing one-way traffic and both sides for two-way traffic. Barricade striping should slant downward in the direction of detour.

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.



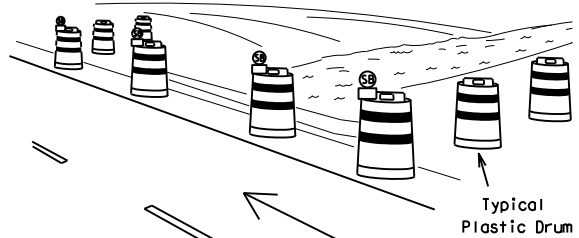
PLAN VIEW

TYPE 3 BARRICADE (POST AND SKID) TYPICAL APPLICATION



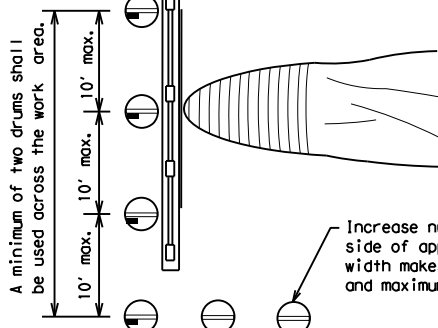
28" Cones shall have a minimum weight of 9 1/2 lbs.  
42" 2-piece cones shall have a minimum weight of 30 lbs. including base.

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.



PERSPECTIVE VIEW

These drums are not required on one-way roadway



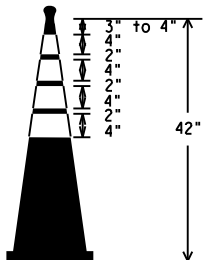
PLAN VIEW

CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS

1. Where positive redirection 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.

LEGEND	
	Plastic drum
	Plastic drum with steady burn light or yellow warning reflector
	Steady burn warning light or yellow warning reflector


THIS DEVICE SHALL NOT BE USED ON PROJECTS LET AFTER MARCH 2014.



EDGE LINE 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.

SHEET 10 OF 12



Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC (10) - 14

FILE: bc-14.dgn	DN: TxDOT	CK: TxDOT	OW: TxDOT	CK: TxDOT
© TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS	TBD	TBD		CR 200
9-07 8-14	DIST	COUNTY		SHEET NO.
7-13	AUS	WILLIAMSON		21

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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.

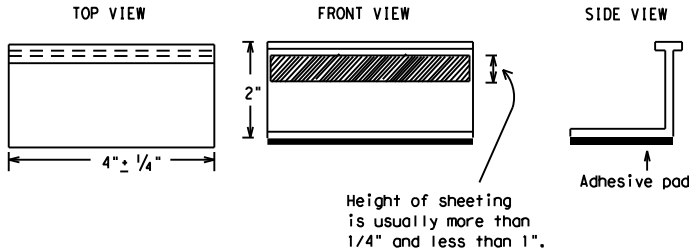
MAINTAINING WORK ZONE PAVEMENT MARKINGS

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).

SHEET 11 OF 12



Texas Department of Transportation

Traffic  
Operations  
Division  
Standard

BARRICADE AND CONSTRUCTION

PAVEMENT MARKINGS

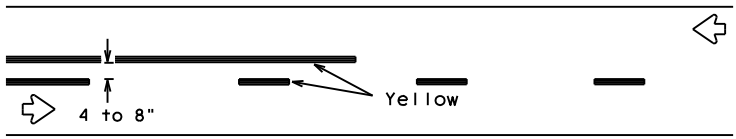
BC (11) - 14

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© TxDOT February 1998	CONT	SECT	JOB	HIGHWAY	
REVISIONS 2-98 9-07 1-02 7-13 11-02 8-14	TBD	TBD	TBD	CR 200	
	DIST		COUNTY	SHEET NO.	
	AUS		WILLIAMSON	22	

PAVEMENT MARKING PATTERNS



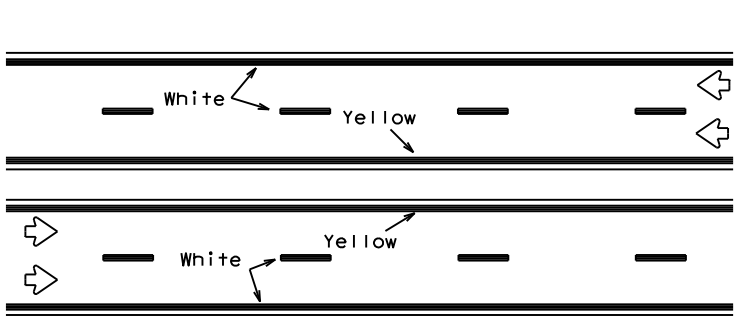
REFLECTORIZED PAVEMENT MARKINGS - PATTERN A



REFLECTORIZED PAVEMENT MARKINGS - 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.

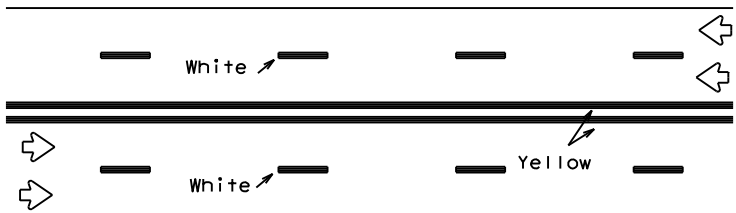
CENTER LINE & NO-PASSING ZONE BARRIER LINES FOR TWO-LANE, TWO-WAY HIGHWAYS



REFLECTORIZED PAVEMENT MARKINGS

Prefabricated markings may be substituted for reflectORIZED pavement markings.

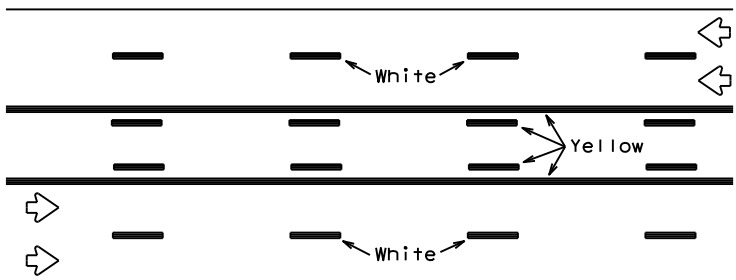
EDGE & LANE LINES FOR DIVIDED HIGHWAY



REFLECTORIZED PAVEMENT MARKINGS

Prefabricated markings may be substituted for reflectORIZED pavement markings.

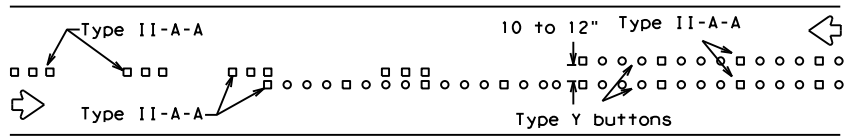
LANE & CENTER LINES FOR MULTILANE UNDIVIDED HIGHWAYS



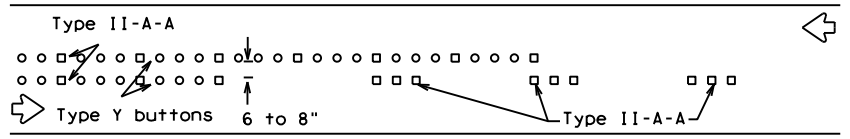
REFLECTORIZED PAVEMENT MARKINGS

Prefabricated markings may be substituted for reflectORIZED pavement markings.

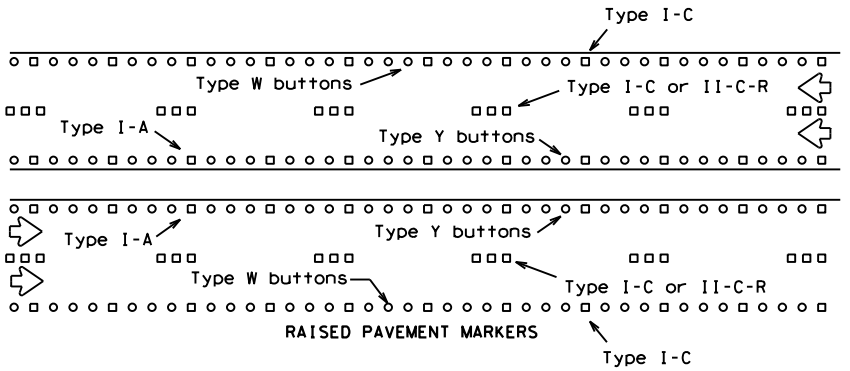
TWO-WAY LEFT TURN LANE



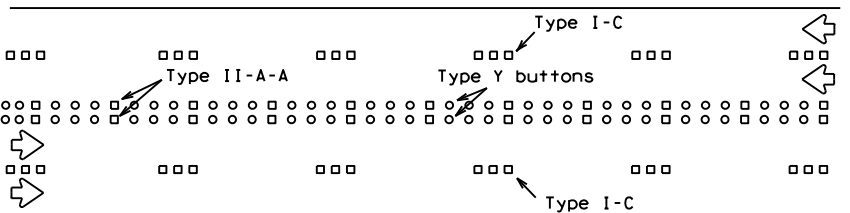
RAISED PAVEMENT MARKERS - PATTERN A



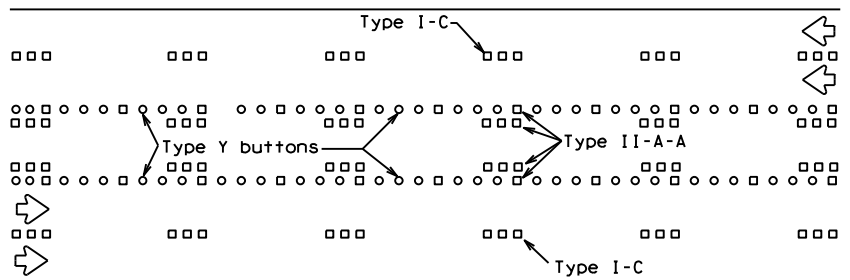
RAISED PAVEMENT MARKERS - PATTERN B



RAISED PAVEMENT MARKERS

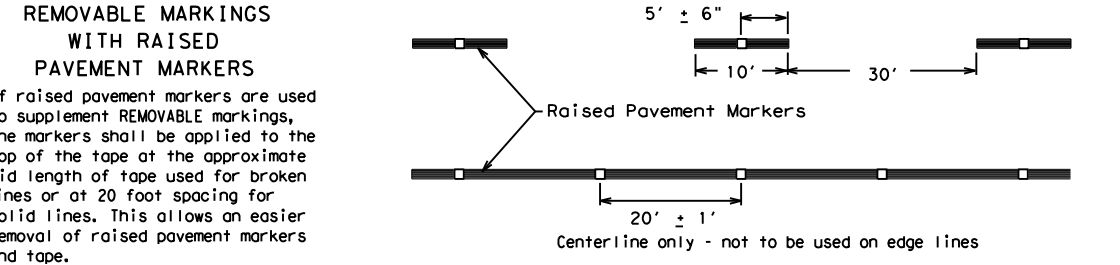
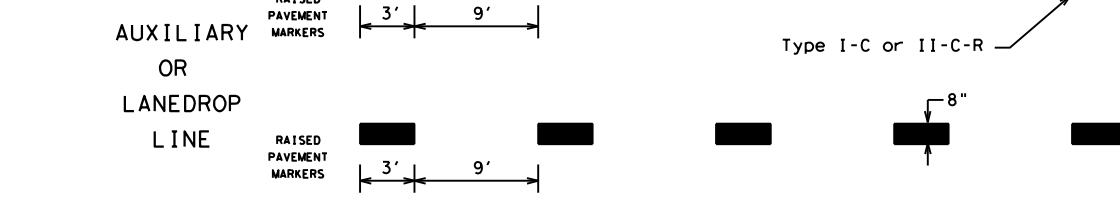
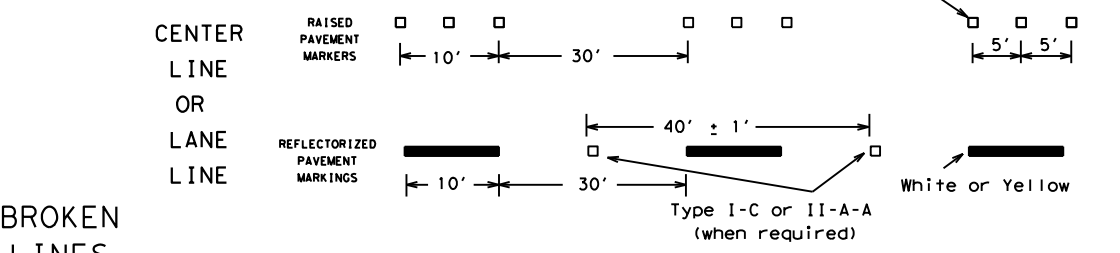
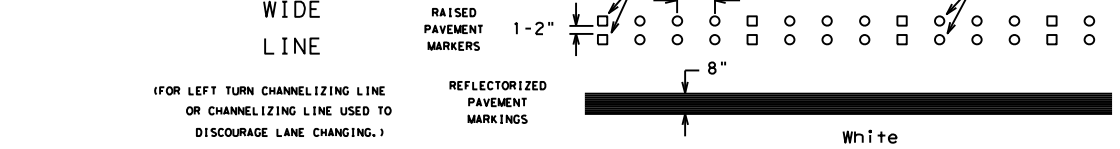
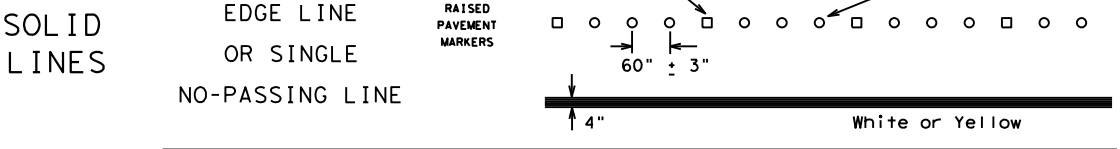
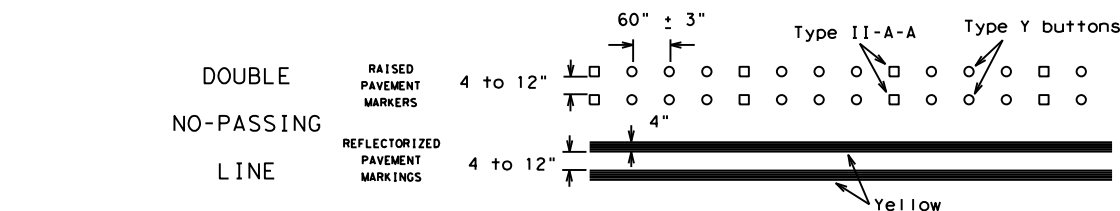


RAISED PAVEMENT MARKERS



RAISED PAVEMENT MARKERS

STANDARD WORK ZONE PAVEMENT MARKINGS DETAILS



SHEET 12 OF 12



BARRICADE AND CONSTRUCTION PAVEMENT MARKING PATTERNS

BC (12) - 14

Raised pavement markers used as standard pavement markings shall be from the approved products list and meet the requirements of Item 672 "RAISED PAVEMENT MARKERS."

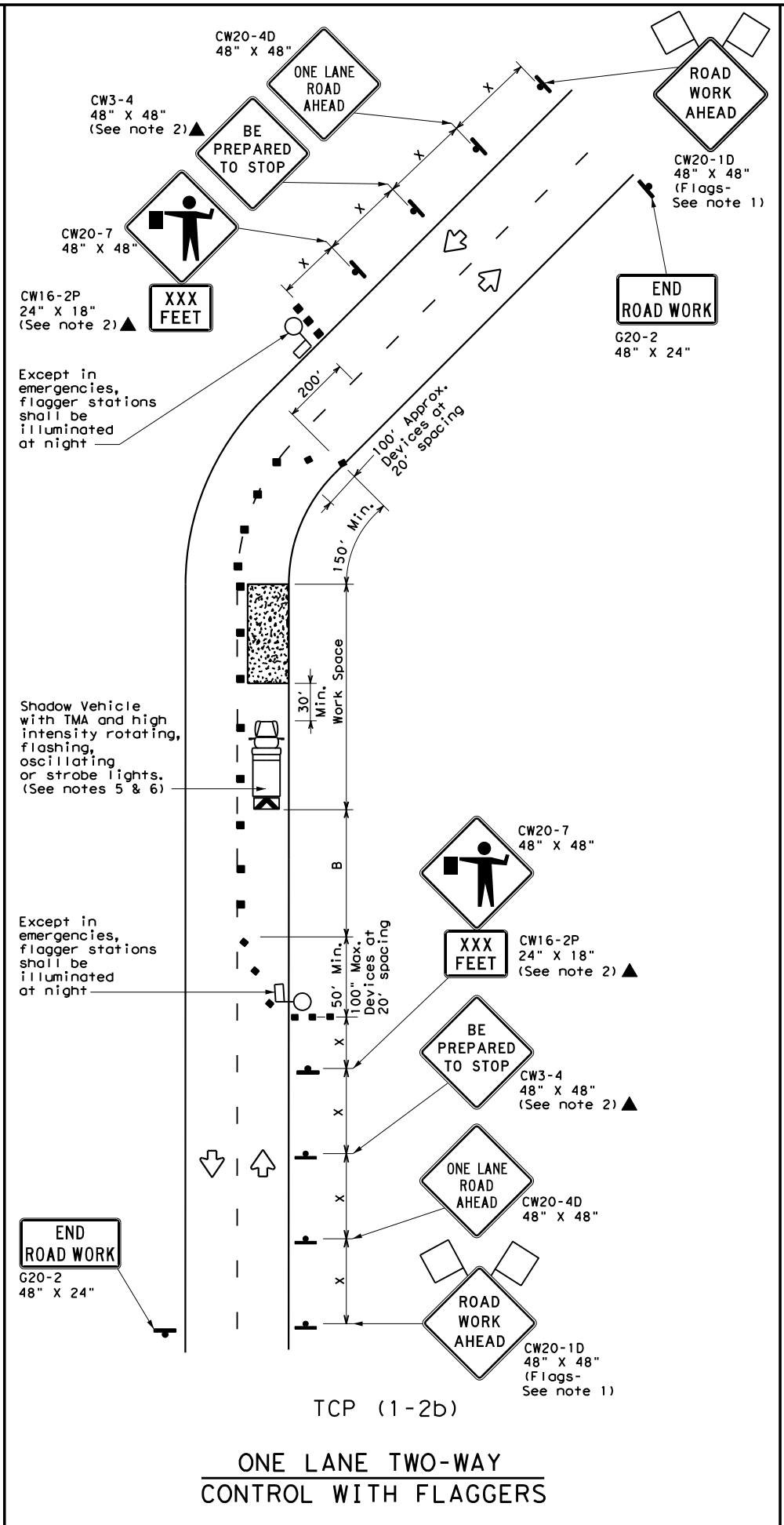
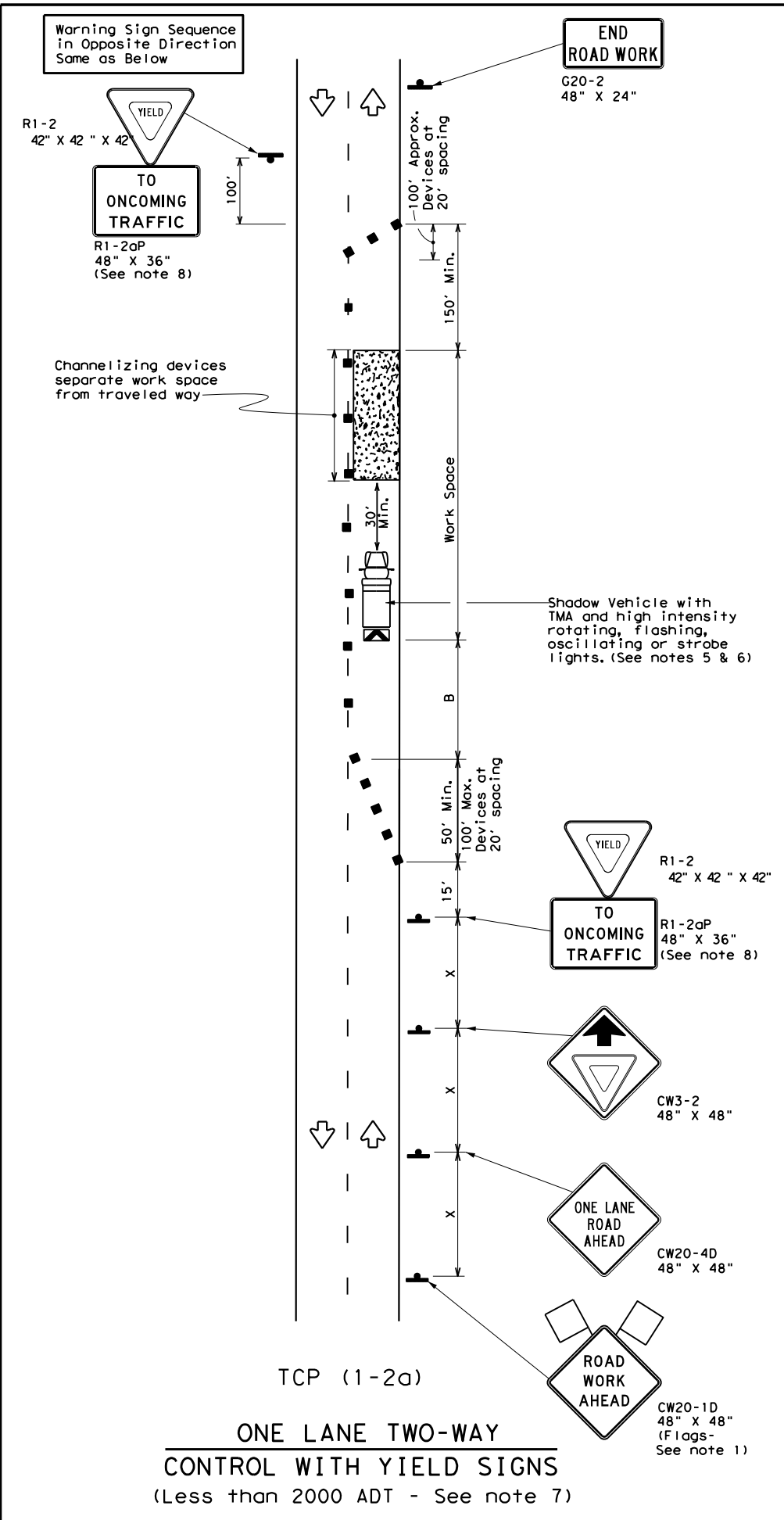
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1-97 9-07	TBD	TBD	TBD	CR 200
2-98 7-13	DIST	COUNTY	SHEET NO.	
11-02 8-14	AUS	WILLIAMSON	23	

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LEGEND									
	Type 3 Barricade		Channelizing Devices						
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)						
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)						
	Sign		Traffic Flow						
	Flag		Flagger						

Posted Speed *	Formula	Minimum Desirable Taper Lengths **			Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing "x" Distance	Suggested Longitudinal Buffer Space "b"	Stopping Sight Distance
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent			
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

- Flags attached to signs where shown are REQUIRED.
- 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.
- 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.
- 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.
- 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.
- 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)

- 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.
- 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)

- Flaggers should use two-way radios or other methods of communication to control traffic.
- Length of work space should be based on the ability of flaggers to communicate.
- 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).
- Channelizing devices on the center-line may be omitted when a pilot car is leading traffic and approved by the Engineer.
- 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.

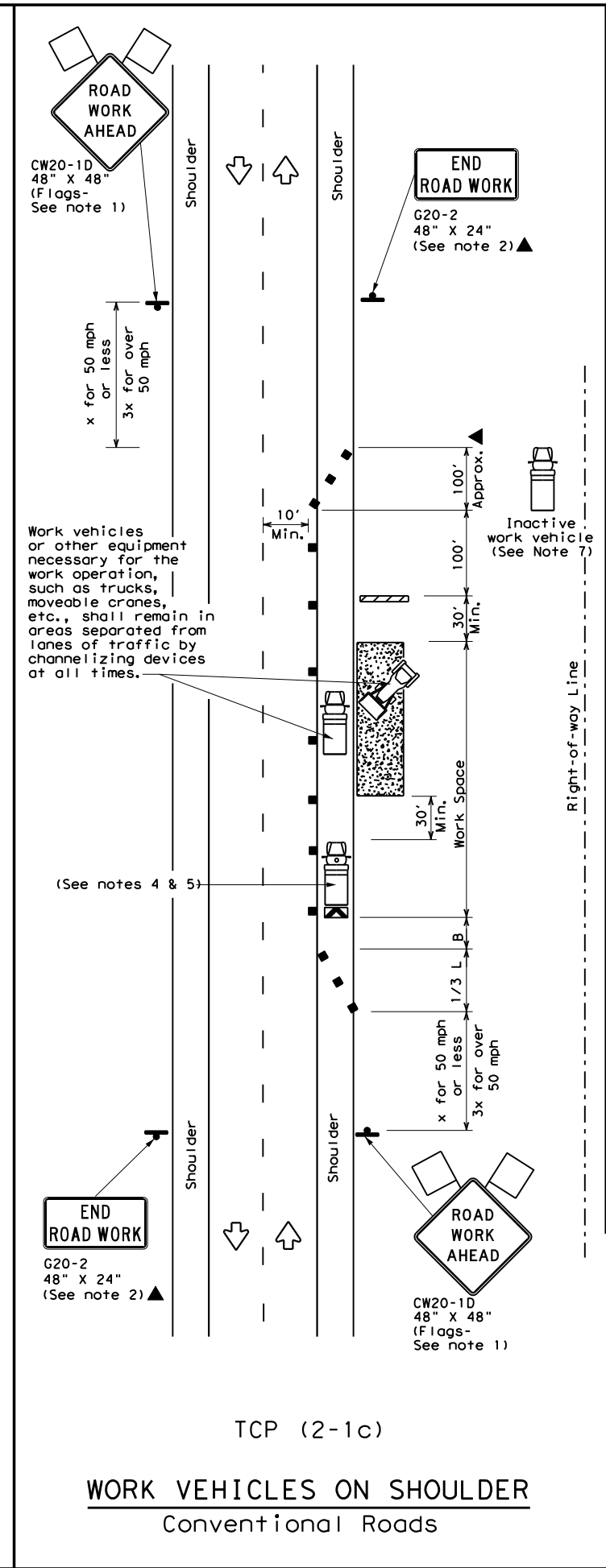
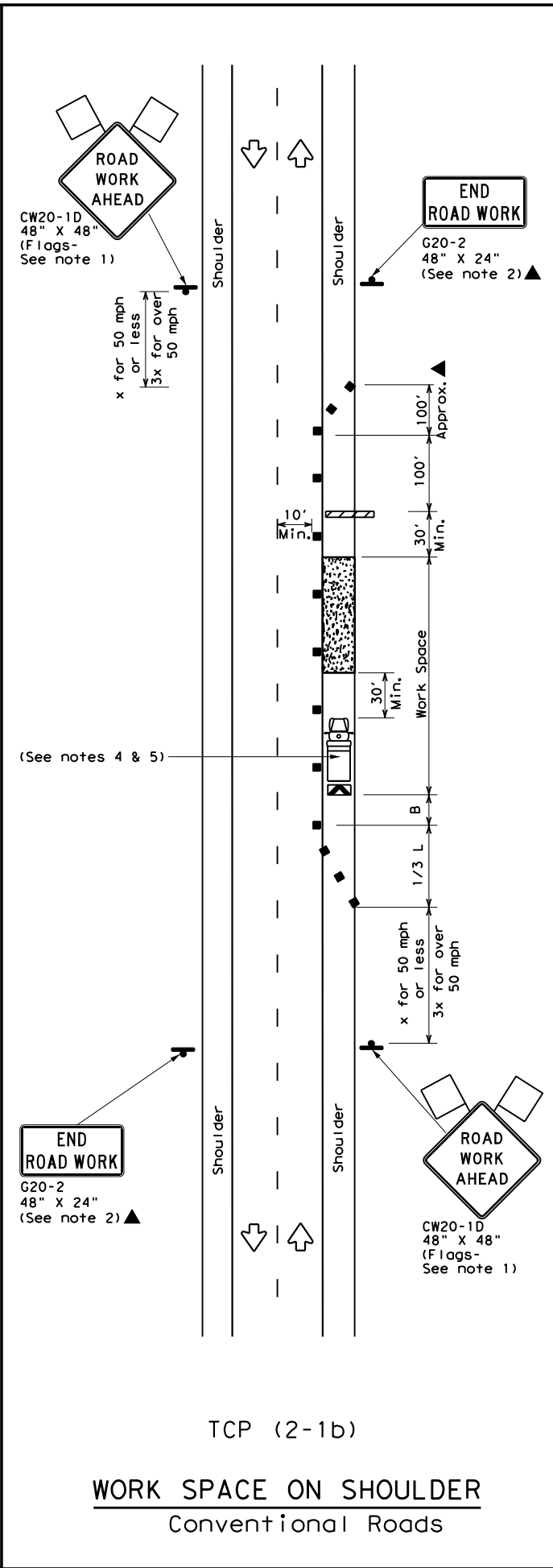
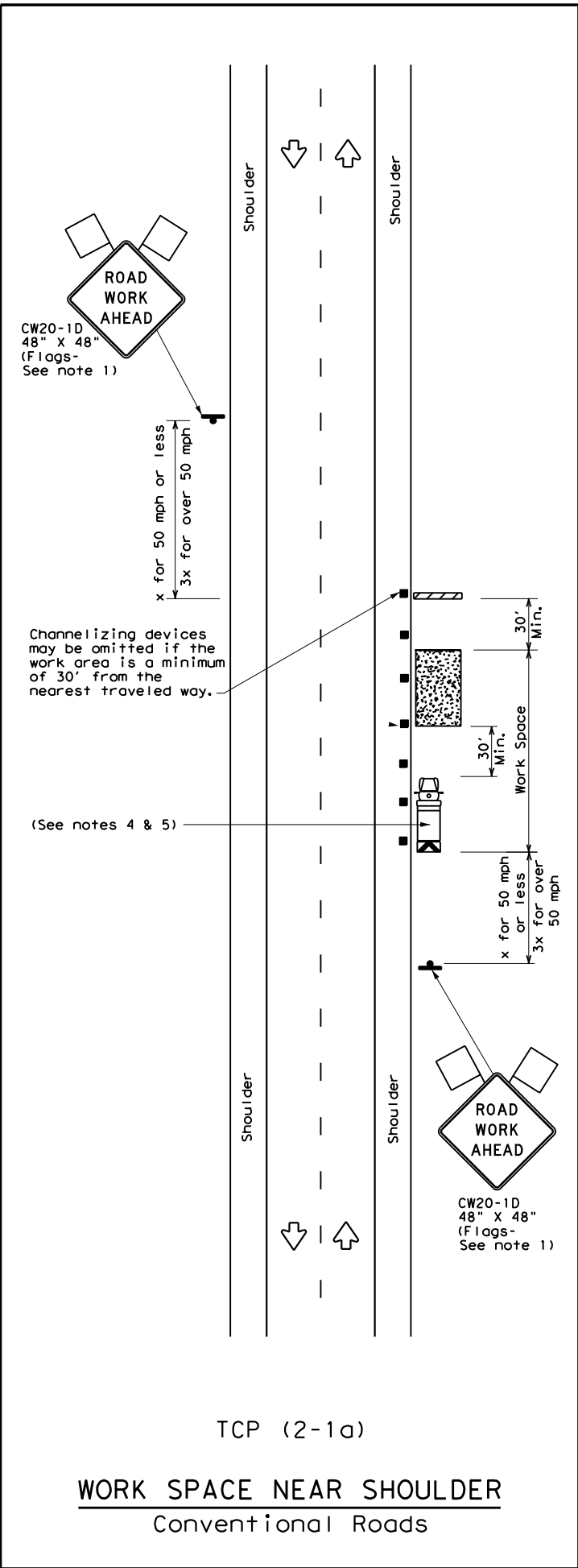
TRAFFIC CONTROL PLAN  
ONE-LANE TWO-WAY  
TRAFFIC CONTROL

TCP (1-2) - 12

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REVISIONS		CONT	SECT	JOB	HIGHWAY
4-90	2-12	TBD	TBD	TBD	CR 200
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1-97					
4-98					
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		AUS	WILLIAMSON		24

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LEGEND					
	Type 3 Barricade		Channelizing Devices		Truck Mounted Attenuator (TMA)
	Heavy Work Vehicle		Portable Changeable Message Sign (PCMS)		Traffic Flow
	Trailer Mounted Flashing Arrow Board		Flag		
	Sign				

Posted Speed *	Formula	Minimum Desirable Taper Lengths * *			Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent		
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
- Flags attached to signs where shown, are REQUIRED.
  - All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated in the plans, or for routine maintenance work, when approved by the Engineer.
  - Stockpiled material should be placed a minimum of 30 feet from nearest traveled way.
  - Shadow Vehicle with TMA and high intensity rotating, flashing, oscillating or strobe lights. 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.
  - Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect a wider work space.
  - See TCP(5-1) for shoulder work on divided highways, expressways and freeways.
  - Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
  - CW21-5 "SHOULDER WORK" signs may be used in place of CW21-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

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  
CONVENTIONAL ROAD  
SHOULDER WORK

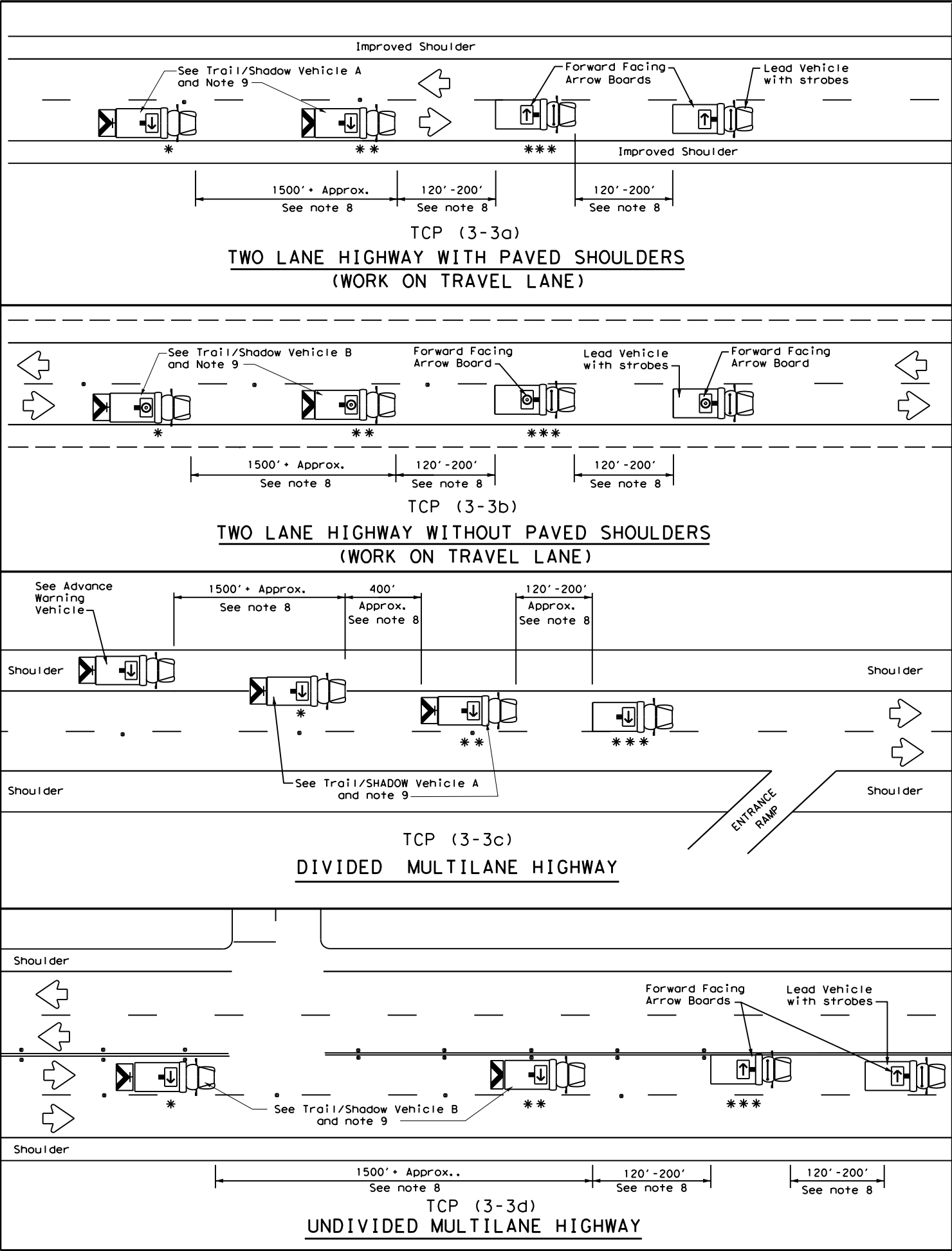
TCP (2-1) - 12

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2-94	2-12	TBD	TBD	TBD	CR 200
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1-97					
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		AUS	WILLIAMSON		25

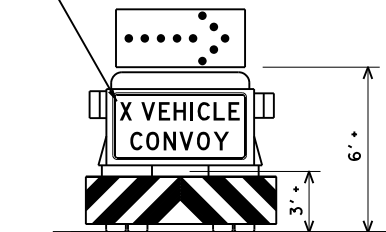


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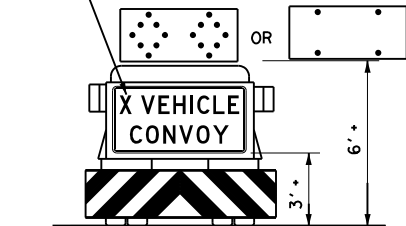


**X VEHICLE CONVOY** OR **WORK CONVOY**  
CW21-10cT 72" X 36" CW21-10aT 60" X 36"

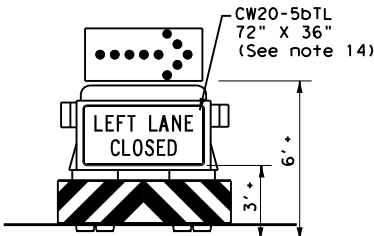


**TRAIL/SHADOW VEHICLE A**  
with RIGHT Directional display  
Flashing Arrow Board

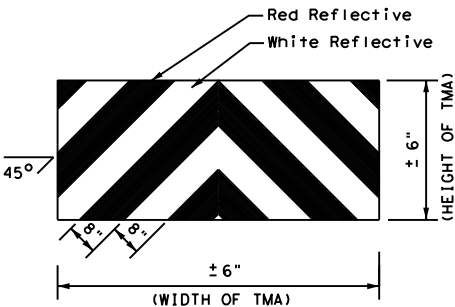
**X VEHICLE CONVOY** OR **WORK CONVOY**  
CW21-10cT 72" X 36" CW21-10aT 60" X 36"



**TRAIL/SHADOW VEHICLE B**  
with Flashing Arrow Board  
in Caution Mode



**ADVANCE WARNING VEHICLE**



**STRIPING FOR TMA**

**LEGEND**

*	Trail Vehicle	ARROW BOARD DISPLAY	
**	Shadow Vehicle		
***	Work Vehicle	→	RIGHT Directional
	Heavy Work Vehicle	←	LEFT Directional
	Truck Mounted Attenuator (TMA)	↔	Double Arrow
	Traffic Flow	⊙	CAUTION (Alternating Diamond or 4 Corner Flash)

**TYPICAL USAGE**

MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
✓				

**GENERAL NOTES**

1. TRAIL, SHADOW, and LEAD vehicles shall be equipped with arrow boards as illustrated. When a LEAD vehicle is not used on two way roads the WORK vehicle must have an arrow board. For divided roadways, the arrow board on the WORK vehicle is optional based on the type of work being performed. The Engineer will determine if the LEAD vehicle and/or TRAIL vehicle are required based on prevailing roadway conditions, traffic volume, and sight distance restrictions.
2. The use of amber high intensity rotating, flashing, oscillating, or strobe lights on vehicles are required. Blue high intensity rotating, flashing, oscillating, or strobe lights when mounted on the driver's side of the vehicle may be operated simultaneously with the amber beacons or strobe lights.
3. The use of truck mounted attenuators (TMA) on the SHADOW VEHICLE, ADVANCE WARNING and TRAIL VEHICLE are required.
4. Reflective sheeting on the rear of the TMA shall meet or exceed the reflectivity and color requirements of DEPARTMENTAL MATERIAL SPECIFICATION DMS 8300, Type A.
5. Flashing arrow boards shall be Type B or Type C as per the Barricade and Construction (BC) standards. The board shall be controlled from inside the vehicle.
6. Each vehicle shall have two-way radio communication capability.
7. When work convoys must change lanes, the TRAIL VEHICLE should change lanes first to shadow the other convoy vehicles.
8. Vehicle spacing between the TRAIL VEHICLE and the SHADOW VEHICLE will vary depending on sight distance restrictions. Motorists approaching the convoy should be able to see the TRAIL VEHICLE in time to slow down and/or change lanes as they approach the TRAIL VEHICLE. Vehicle spacing between the WORK VEHICLE and SHADOW VEHICLE and vehicle spacing between WORK VEHICLE and LEAD VEHICLE may vary according to terrain, work activity and other factors.
9. X VEHICLE CONVOY (CW21-10cT) or WORK CONVOY (CW21-10aT) signs shall be used on TRAIL VEHICLES and SHADOW VEHICLES as shown. As an option 48" x 48" diamond shaped WORK CONVOY (CW21-10T) or X VEHICLE CONVOY (CW21-10bT) signs may be used where adequate mounting space exists. When used, the X VEHICLE CONVOY sign shall have the number of the convoy vehicles displayed on the sign in the number designation "X" location. The X VEHICLE CONVOY sign shall not be used on the SHADOW VEHICLE if a TRAIL VEHICLE is used.
10. For divided highways with two or three lanes in one direction, the appropriate LEFT LANE CLOSED (CW20-5bTL), RIGHT LANE CLOSED (CW20-5bTR), or CENTER LANE CLOSED (CW20-5dT) sign should be used on the Advance Warning Vehicle. As an option, a portable changeable message sign (PCMS) or truck mounted changeable message sign (TMCMS) with a minimum character height of 12", and displaying the same legend may be substituted for these signs. An appropriate directional arrow display, simulating the size and legibility of the flashing arrow board may be used in the second phase of the PCMS/TMCMS message. When this is done, the arrow board will not be required on the Advance Warning Vehicle.
11. A double arrow shall not be displayed on the arrow board on the Advance Warning Vehicle.
12. For divided highways with three or four lanes in each direction, use TCP(3-2).
13. Standard diamond shape versions of the CW20-5 series signs may be used as an option if the rectangular signs shown are not available.
14. The Advance Warning Vehicle may straddle the edgeline when Shoulder width makes it necessary.
15. On two-lane two-way roadways, the work and protection vehicles should pull over periodically to allow motor vehicle traffic to pass. If motorists are not allowed to pass the work convoy, a DO NOT PASS (R4-1) sign should be placed on the back of the rearmost protection vehicle.



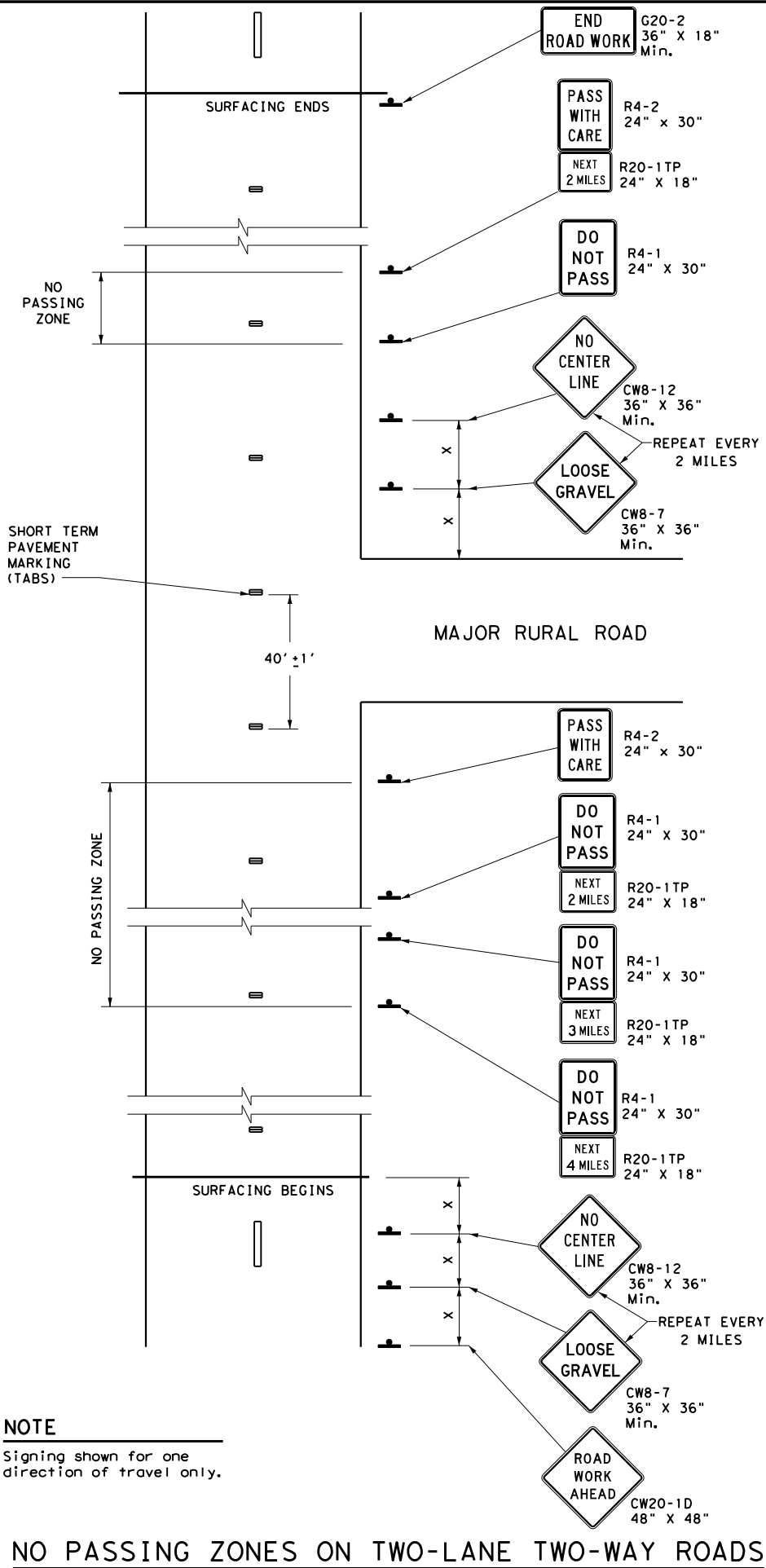
Traffic  
Operations  
Division  
Standard

**TRAFFIC CONTROL PLAN  
MOBILE OPERATIONS  
RAISED PAVEMENT  
MARKER INSTALLATION/  
REMOVAL  
TCP (3-3) - 14**

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© TxDOT September 1987	CONT	SECT	JOB	HIGHWAY
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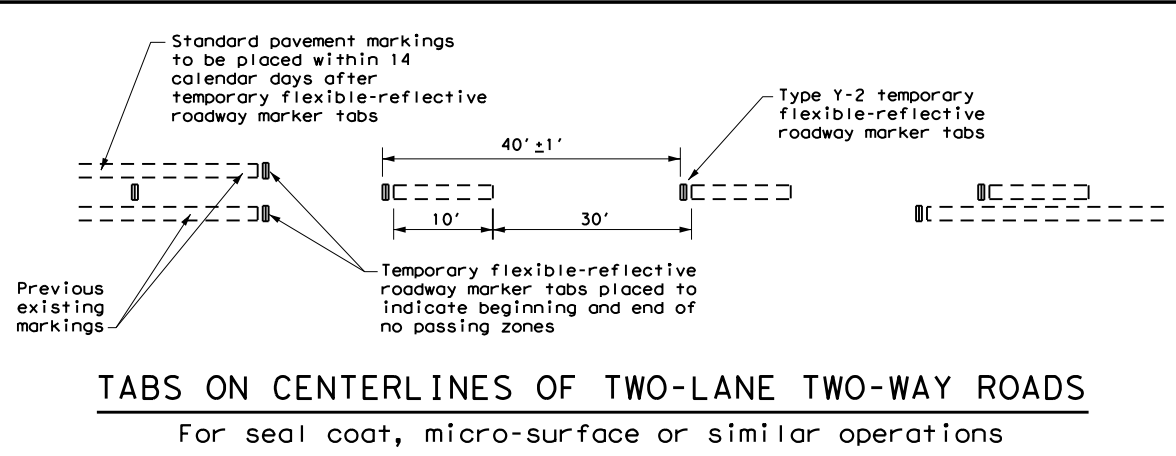
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**NOTE**  
Signing shown for one direction of travel only.

**NO PASSING ZONES ON TWO-LANE TWO-WAY ROADS**



**"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

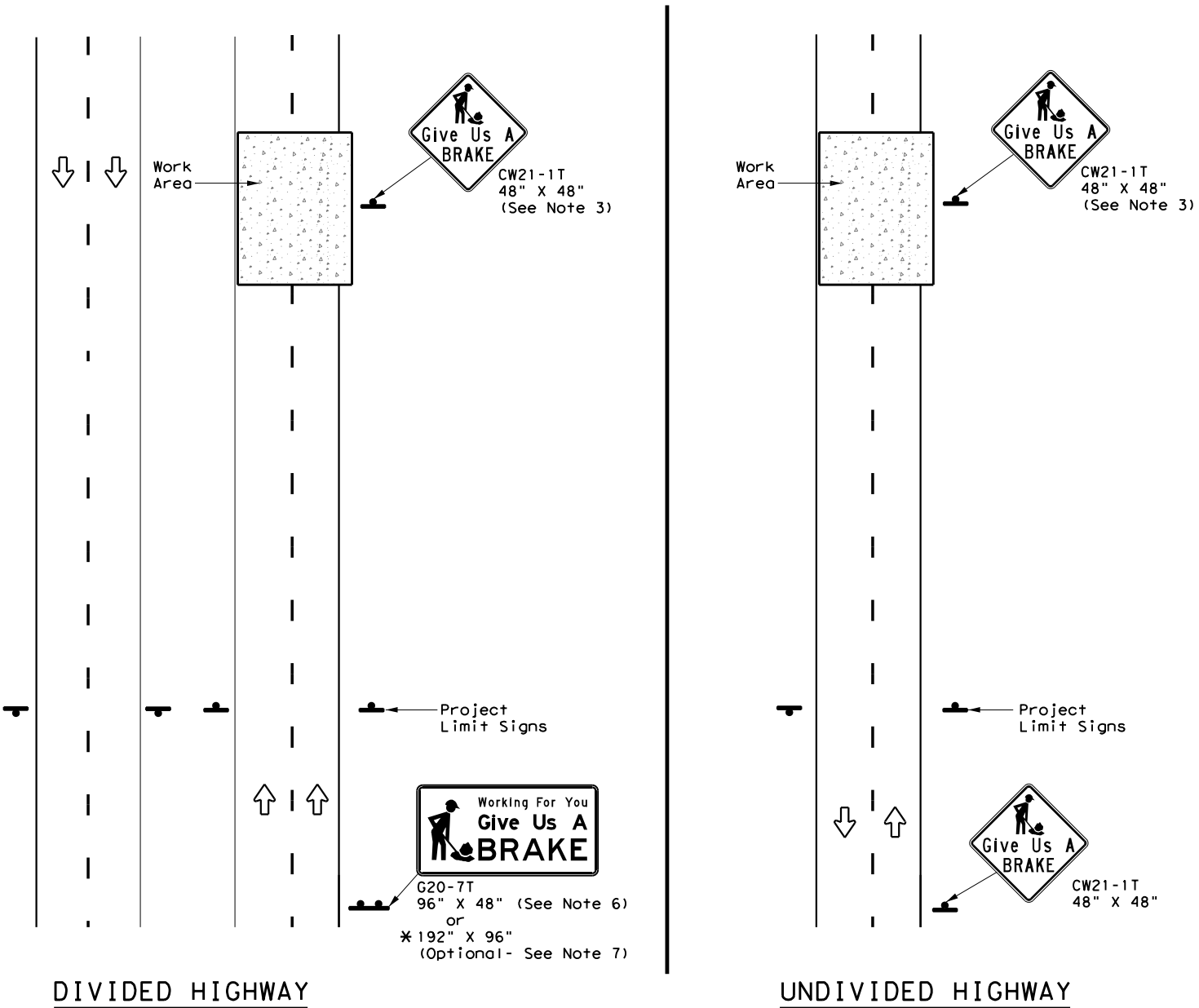
Traffic Operations Division Standard

TRAFFIC CONTROL DETAILS  
FOR  
SURFACING OPERATIONS  
  
TCP (7-1) - 13

FILE: tcp7-1.dgn	DN: TxDOT	CK: TxDOT	DN: TxDOT	CK: TxDOT
© TxDOT March 1991	CONT	SECT	JOB	HIGHWAY
REVISIONS	TBD	TBD	TBD	CR 200
4-92 4-98 1-97 7-13	DIST	COUNTY		SHEET NO.
	AUS	WILLIAMSON		28

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DIVIDED HIGHWAY

UNDIVIDED HIGHWAY

SIGNS ARE SHOWN FOR ONE DIRECTION OF TRAVEL

\* When the optional larger WORKING FOR YOU GIVE US A BRAKE (G20-7T) 192" x 96" sign is required, the locations shall be noted elsewhere in the plans.

SUMMARY OF LARGE SIGNS								
BACKGROUND COLOR	SIGN DESIGNATION	SIGN	SIGN DIMENSIONS	REFLECTIVE SHEETING	SQ FT	GALVANIZED STRUCTURAL STEEL		DRILLED SHAFT 24" DIA. (LF)
						Size	(LF) ① ②	
Orange	G20-7T		96" X 48"	Type B <sub>FL</sub> or C <sub>FL</sub>	32	▲	▲ ▲	▲
Orange	G20-7T		192" X 96"	Type B <sub>FL</sub> or C <sub>FL</sub>	128	W8x18	16 17	12

▲ See Note 6 Below

LEGEND	
	Sign
	Large Sign
	Traffic Flow

DEPARTMENTAL MATERIAL SPECIFICATIONS	
PLYWOOD SIGN BLANKS	DMS-7100
ALUMINUM SIGN BLANKS	DMS-7110
SIGN FACE MATERIALS	DMS-8300

COLOR	USAGE	SHEETING MATERIAL
ORANGE	BACKGROUND	TYPE B <sub>FL</sub> OR TYPE C <sub>FL</sub>
BLACK	LEGEND & BORDERS	NON-REFLECTIVE ACRYLIC FILM

GENERAL NOTES

- See BC and SMD sheets for additional sign support details.
- Sign locations shall be approved by the Engineer.
- For projects more than two miles in length, Give Us a BRAKE signs should be repeated halfway through the project. The Give Us a Brake (CW21-1T) may be used for this purpose.
- Work zone speed limits are sometimes used in conjunction with GIVE US A BRAKE signing. See BC(3) for location and spacing of construction speed zone signing when required.
- Give Us a Brake (CW21-1T) signs and supports shall be considered subsidiary to Item 502, "Barricades, Signs and Traffic Handling."
- The 96" X 48" Working For You Give Us A BRAKE (G20-7T) may use a 1/2" or 5/8" plywood substrate or 0.125" aluminum sheeting substrate and may be supported by two 4" x 6" wood posts with drilled holes for breakaway as per BC(5) and will be subsidiary to Item 502.
- The Working For You Give Us A BRAKE (G20-7T) 192" X 96" sign shall be paid for under the following specification items:
  - Item 636 - Aluminum Signs
  - Item 647 - Large Roadside Sign Supports and Assemblies.
  - Item 416 - Drilled Shaft Foundations
- 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.

Texas Department of Transportation

Traffic Operations Division Standard

WORK ZONE  
"GIVE US A BRAKE"  
SIGNS  
  
WZ (BRK) - 13

FILE:	wzbrk-13.dgn	DN:	TxDOT	CK:	TxDOT	OW:	TxDOT	CK:	TxDOT
©TxDOT	August 1995	CONT	SECT	JOB	HIGHWAY				
REVISIONS		TBD	TBD	TBD	CR 200				
6-96	5-98	7-13	DIST		COUNTY		SHEET NO.		
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Warning sign and rumble strip sequence in opposite direction is same as below

TABLE 1		
Flagger to Flagger (Length of Work Area)	ADT	# of Rumble Strip Arrays
1/8 Mile	< 4,500	1
	≥ 4,500	2
1/4 Mile	< 3,500	1
	≥ 3,500	2
1/2 Mile	< 2,600	1
	≥ 2,600	2
1 Mile	< 1,600	1
	≥ 1,600	2
> 1 Mile	N/A	2

Rumble Strip Array (See note 1)

Rumble Strip Array based on Table 1, this array may be omitted when the ADT is lower than the thresholds shown. (See note 1)

WZ (RS-1a)  
75 mph or Less  
RUMBLE STRIPS ON ONE-LANE TWO-WAY APPLICATION

Rumble Strip Array (See note 1)

Rumble Strip Arrays (See note 1)

WZ (RS-1b)  
75 mph or Less  
RUMBLE STRIPS FOR LANE CLOSURE ON CONVENTIONAL ROADWAY

GENERAL NOTES

- Each Rumble Strip Array should consist of three rumble strips spaced center to center at the spacing shown in Table 2, placed transverse across the lane at locations shown.
- The CW17-2T "RUMBLE STRIPS AHEAD" sign should be located after the CW20-1D "ROAD WORK AHEAD" sign and spaced as shown. If traffic is observed to be queuing, or is expected to queue beyond the Rumble Strips, the CW17-2T sign and the first Rumble Strip Array may be located upstream of the CW20-1D sign as necessary to provide needed warning.
- Temporary Rumble Strips will be considered subsidiary to Item 502, and shall be a product listed on the Compliant Work Zone Traffic Control Devices.
- Removal of the Temporary Rumble Strips should be accomplished before removing the advance warning signs.
- Temporary Rumble Strips should not be used on horizontal curves, loose gravel, soft or bleeding asphalt, heavily rutted pavements or unpaved surfaces.
- Temporary Rumble Strips shall be installed and maintained as per manufacturer's recommendations.
- This standard sheet shall be used in conjunction with other appropriate TCP standard, TMUTCD typical application or project specific detail for the project.
- The one-lane two-way application may utilize a flagger, an AFAD or a portable traffic signal.
- Temporary Rumble Strips may be used on freeways or expressways based on engineering judgment.

TABLE 2	
Speed	Approximate distance between strips in an Array
≤ 40 MPH	10'
> 40 MPH & ≤ 55 MPH	15'
> 55 MPH	20'

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Panel		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths **			Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent		
30	L = WS / 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
	✓	✓		

◆ Signs are for illustrative purposes only. Signs required may vary depending on the TCP, TMUTCD Typical Application, or project specific details for the project.

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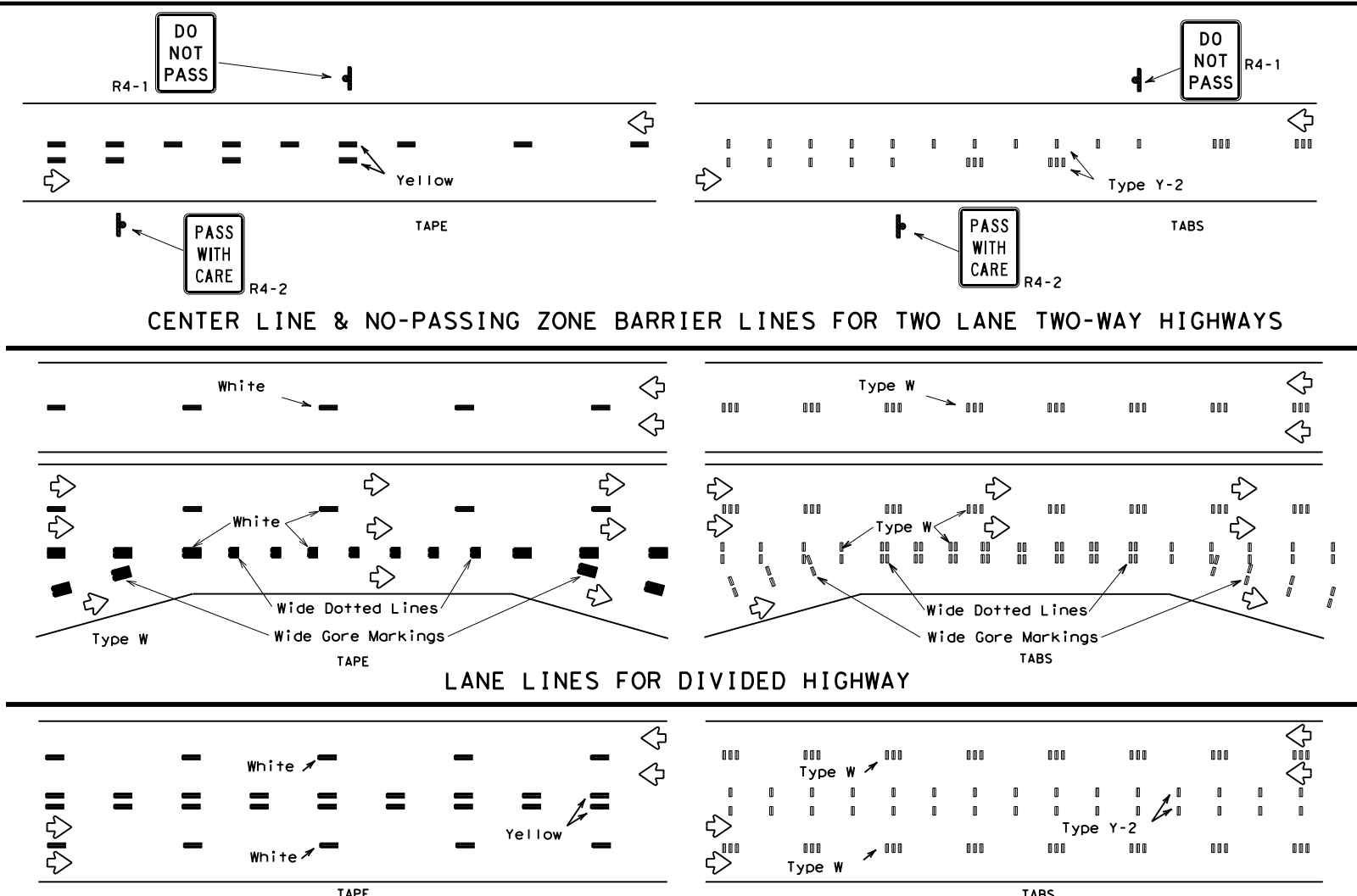
Traffic Operations Division Standard

TEMPORARY RUMBLE STRIPS

WZ (RS) - 16

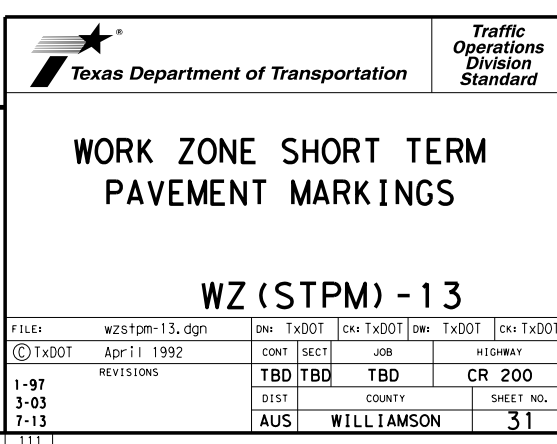
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© TxDOT November 2012	CONT	SECT	JOB	HIGHWAY
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2-14	DIST	COUNTY	SHEET NO.	
4-16	AUS	WILLIAMSON	30	

## WORK ZONE SHORT TERM PAVEMENT MARKINGS PATTERNS



## LANE & CENTER LINES FOR MULTILANE UNDIVIDED HIGHWAYS

- 
- Diagram illustrating lane and center line markings for multilane undivided highways.
- The diagram is divided into two main sections: **TWO-WAY LEFT TURN LANE** and **TABS**.
- TWO-WAY LEFT TURN LANE:** This section shows a center line with a dashed line. The center line is labeled "Yellow" with an arrow pointing to the dashed line. The solid lines on either side are labeled "White" with arrows pointing to the solid lines. The diagram also shows a "TAPE" marking on the left side of the center line.
- TABS:** This section shows a center line with a dashed line. The center line is labeled "Type W" and "Type Y-2" with arrows pointing to the dashed line. The diagram also shows "Type W" and "Type Y-2" markings on the left side of the center line.

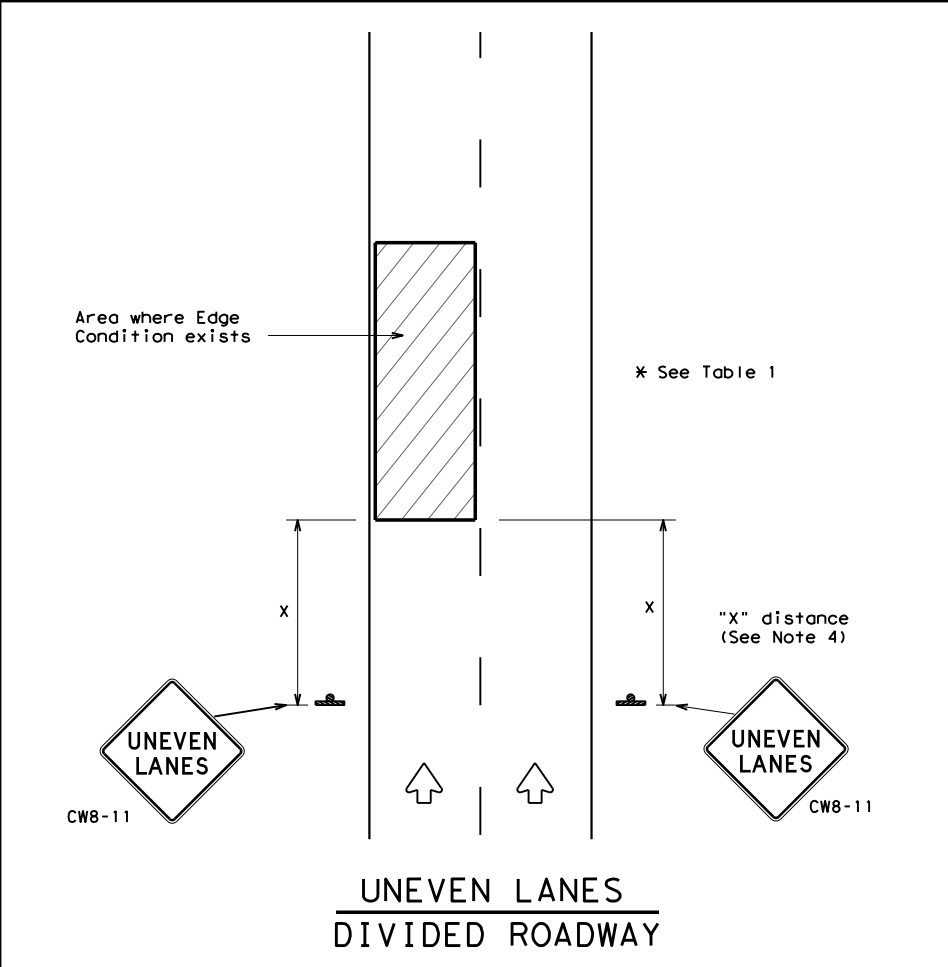
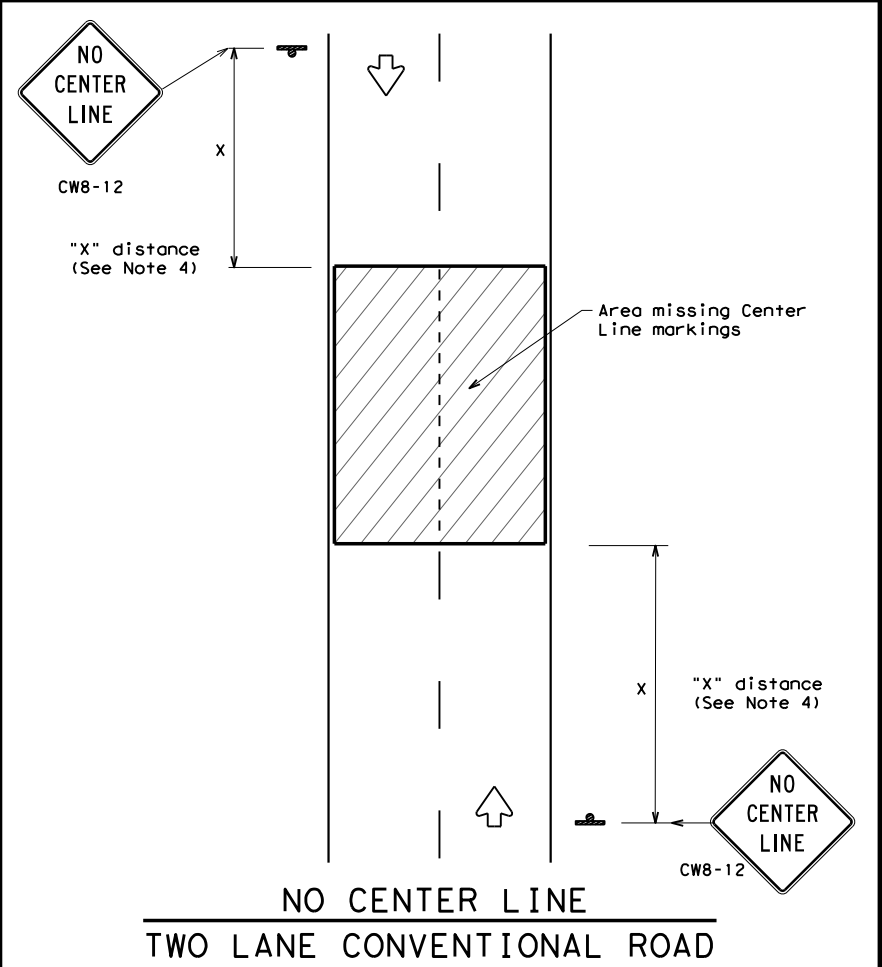
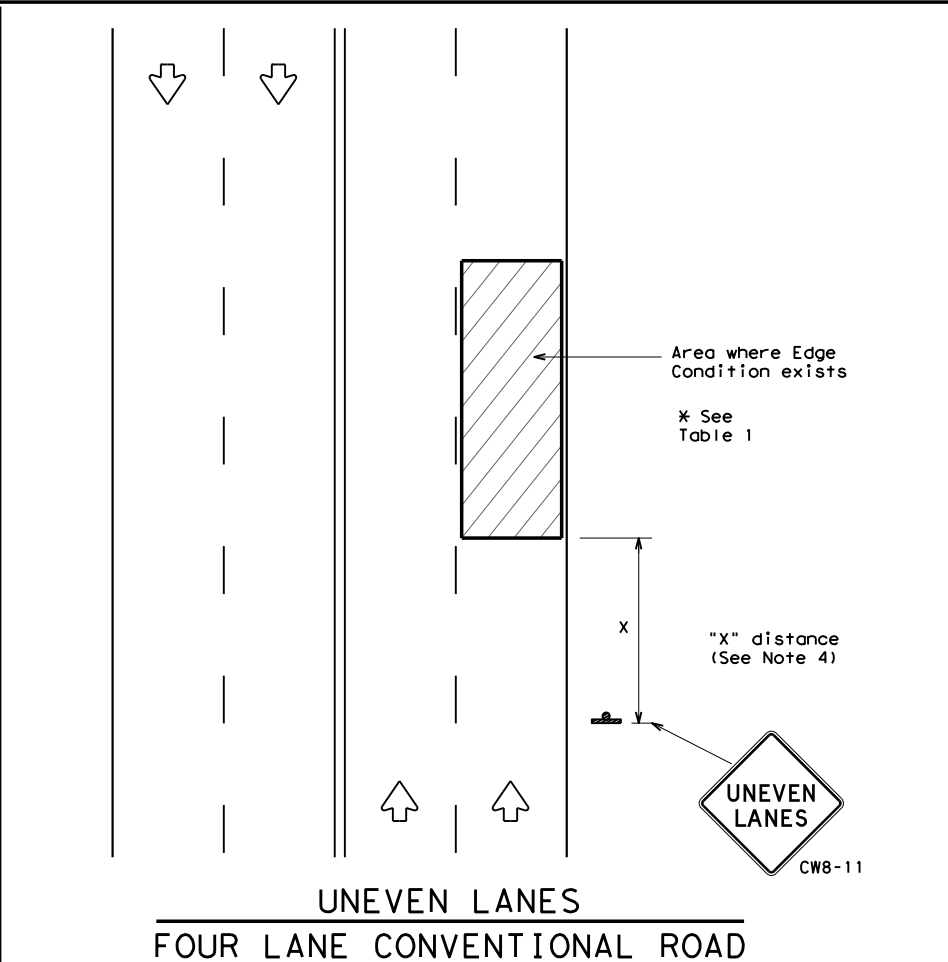
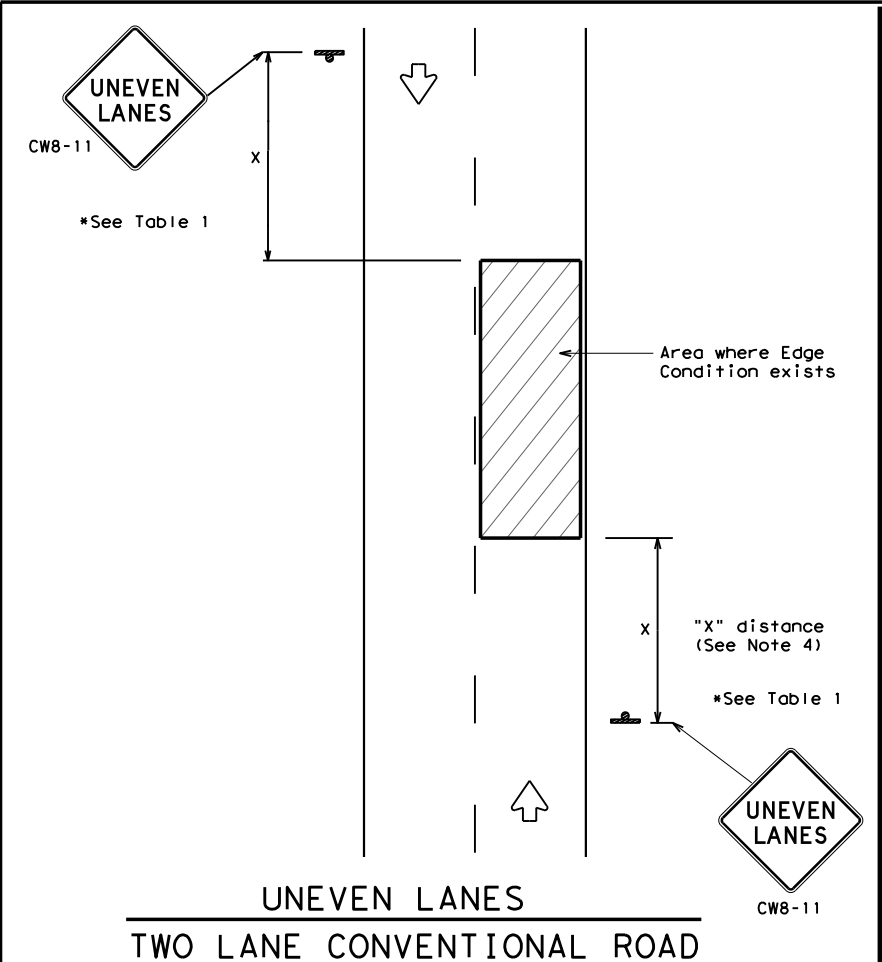


# WORK ZONE SHORT TERM PAVEMENT MARKINGS

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](http://www.txdot.gov/business/contractors_consultants/material_specifications/default.htm)

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DATE: 12/21/2017 9:17:00 PM  
FILE: H:\OBES\CR 200\Documents\WA-4\_CR201-B5\SHEETS\Standards\TrafficControl\WZUL-13.dgn



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 <sub>FL</sub> OR TYPE C <sub>FL</sub> 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: 1/4" (maximum-planing) 1/2" (typical-overlay)	Signs: CW8-11
②	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.	
③	Less than or equal to 3"	Signs: CW8-11
	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	OW:	TxDOT	CK:	TxDOT
© TxDOT	April 1992	CONT	SECT	JOB	HIGHWAY				
	REVISIONS	TBD	TBD	TBD	CR 200				
8-95	2-98	7-13	DIST	COUNTY	SHEET NO.				
1-97	3-03		AUS	WILLIAMSON	32				

HORIZONTAL ALIGNMENT DATA (CR200E) (PARTIAL)

Curve Data					
*-----*					
Curve CR200E-12					
P. I. Station	255+42.68	X	3,052,794.3201	Y	10,233,614.4741
Delta	= 15° 45' 35.64"	(LT)			
Degree	= 7° 54' 52.99"				
Tangent	= 100.1932				
Length	= 199.1214				
Radius	= 723.9141				
External	= 6.9007				
Long Chord	= 198.4943				
Mid. Ord.	= 6.8356				
P. C. Station	254+42.49	X	3,052,819.0967	Y	10,233,517.3927
P. T. Station	256+41.61	X	3,052,744.1070	Y	10,233,701.1766
C. C.		X	3,052,117.6658	Y	10,233,338.3776
Back	= N 14° 19' 01.45" W				
Ahead	= N 30° 04' 37.10" W				
Chord Bear	= N 22° 11' 49.27" W				

Curve Data					
*-----*					
Curve CR200E-13					
P. I. Station	260+11.70	X	3,052,558.6324	Y	10,234,021.4337
Delta	= 3° 09' 51.48"	(LT)			
Degree	= 1° 54' 35.49"				
Tangent	= 82.8623				
Length	= 165.6824				
Radius	= 3,000.0000				
External	= 1.1441				
Long Chord	= 165.6614				
Mid. Ord.	= 1.1437				
P. C. Station	259+28.84	X	3,052,600.1599	Y	10,233,949.7286
P. T. Station	260+94.52	X	3,052,513.2101	Y	10,234,090.7372
C. C.		X	3,050,004.1011	Y	10,232,446.2397
Back	= N 30° 04' 37.10" W				
Ahead	= N 33° 14' 28.58" W				
Chord Bear	= N 31° 39' 32.84" W				

Course from PT CR200E-13 to PC CR200E-14 N 33° 14' 28.58" W Dist 59.8167

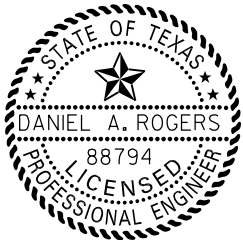
Curve Data					
*-----*					
Curve CR200E-14					
P. I. Station	263+44.57	X	3,052,376.1401	Y	10,234,299.8732
Delta	= 12° 45' 38.57"	(RT)			
Degree	= 3° 22' 04.29"				
Tangent	= 190.2354				
Length	= 378.8969				
Radius	= 1,701.2520				
External	= 10.6031				
Long Chord	= 378.1143				
Mid. Ord.	= 10.5374				
P. C. Station	261+54.33	X	3,052,480.4206	Y	10,234,140.7661
P. T. Station	265+33.23	X	3,052,309.5787	Y	10,234,478.0841
C. C.		X	3,053,903.2962	Y	10,235,073.3343
Back	= N 33° 14' 28.58" W				
Ahead	= N 20° 28' 50.01" W				
Chord Bear	= N 26° 51' 39.29" W				

Course from PT CR200E-14 to PC CR200E-15 N 20° 28' 50.01" W Dist 158.9107

Curve Data					
*-----*					
Curve CR200E-15					
P. I. Station	267+25.95	X	3,052,242.1470	Y	10,234,658.6250
Delta	= 1° 32' 59.05"	(RT)			
Degree	= 2° 17' 30.59"				
Tangent	= 33.8121				
Length	= 67.6200				
Radius	= 2,500.0000				
External	= 0.2286				
Long Chord	= 67.6180				
Mid. Ord.	= 0.2286				
P. C. Station	266+92.14	X	3,052,253.9775	Y	10,234,626.9501
P. T. Station	267+59.76	X	3,052,231.1775	Y	10,234,690.6082
C. C.		X	3,054,595.9549	Y	10,235,501.6739
Back	= N 20° 28' 50.01" W				
Ahead	= N 18° 55' 50.95" W				
Chord Bear	= N 19° 42' 20.48" W				

Course from PT CR200E-15 to E1012 N 18° 55' 50.95" W Dist 210.6718

Point E1012 X 3,052,162.8300 Y 10,234,889.8850 Sta 269+70.43



*Daniel A. Rogers*

12/18/2017



WILLIAMSON  
COUNTY  
PRECINCT  
#2



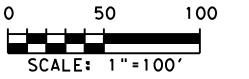
TBPE FIRM  
# 14060



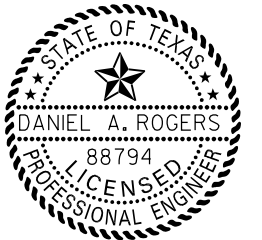
ROGERS DESIGN  
SERVICES  
FIRM # 9994

CR 200  
AT BOLD SUNDOWN  
HORIZONTAL ALIGNMENT  
DATA

POINT	X	Y	ELEV	DESC.
CTRL30	3,052,399.4500	10,234,322.2700	978.9400	TPT-IRSC
CTRL31	3,052,163.8900	10,234,788.3900	994.7300	TPT-IRSC

 AREA OF FULL DEPTH PAVEMENT REPAIR

- NOTES:
1. THE FOLLOWING QUANTITIES WERE INCLUDED IN THE PROJECT QUANTITIES FOR PAVEMENT REPAIR:  
ITEM 110-6001 - EXCAVATION 47 CY  
ITEM 340-60XX - HMA CP TY B 19 TON  
ITEM 340-60XX - HMA CP TY D 13 TON  
AREA AND QUANTITY SHOWN ARE FOR ESTIMATING PURPOSES AND MAY VARY. REPAIR SHALL UTILIZE THE SAME PAVEMENT STRUCTURE AS THE WIDENING SECTION.
  2. EXTEND FULL WIDTH OF S.E.T. HEADWALL APRON TO 5' BEYOND END OF PIPE AND SHAPE TO CONFORM AND MATCH DITCH ELEVATIONS. ADDITIONAL CONCRETE SHALL BE CONSIDERED PART OF PRICE BID FOR S.E.T. ITEM.
  3. ADJUST EXISTING WATER VALVE COVERS TO MATCH PROPOSED FINISHED GRADE. UTILIZE VALVE COVER PLACEMENT PORTION DETAILS NOTED ON UTILITY DETAILS SHEET. THIS WORK SHALL NOT BE PAID FOR SEPARATELY AND CONSIDERED SUBSIDIARY TO THE PREP ROW ITEM.
  4. REMOVAL OF EXISTING PIPE AND SET WILL NOT BE PAID FOR SEPARATELY, AND CONSIDERED SUBSIDIARY TO THE PREP ROW ITEM.



Daniel G. Rogers

3/13/2018



WILLIAMSON  
COUNTY  
PRECINCT  
#2

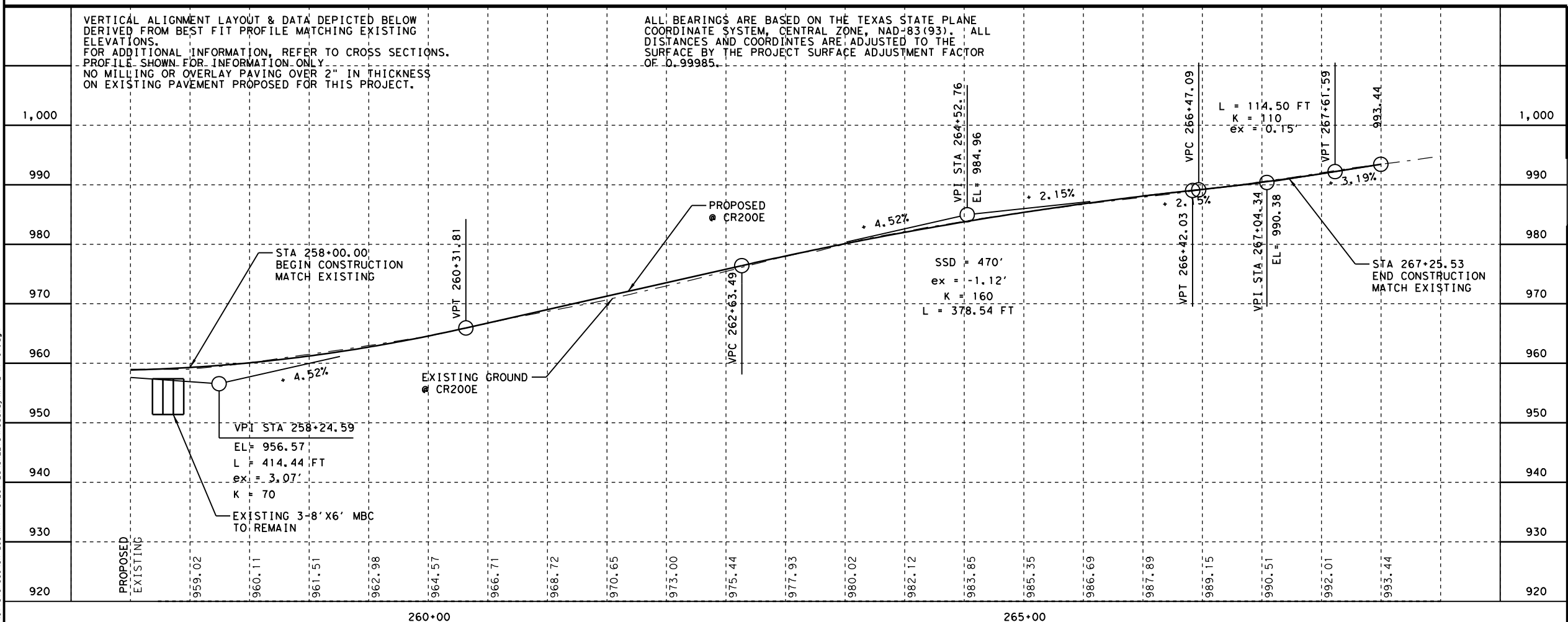


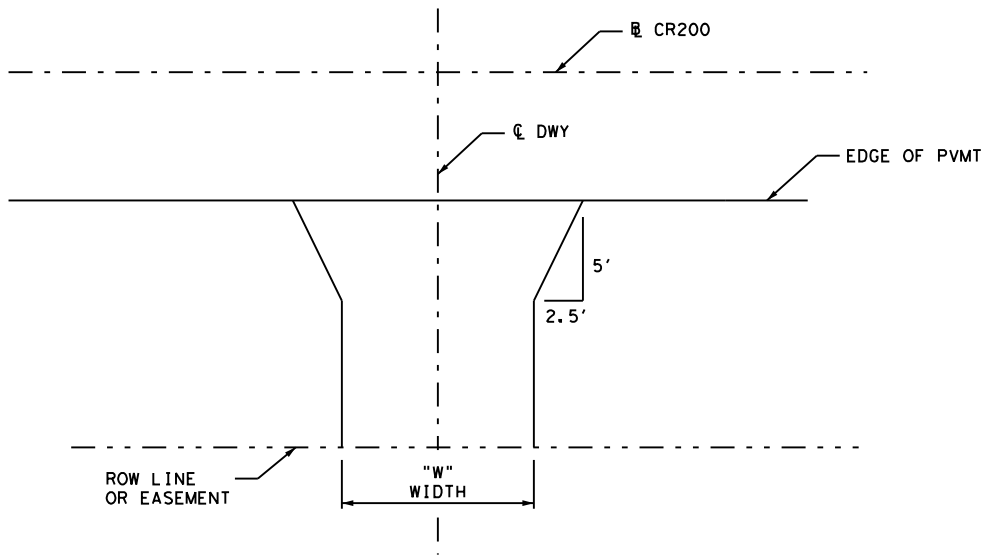
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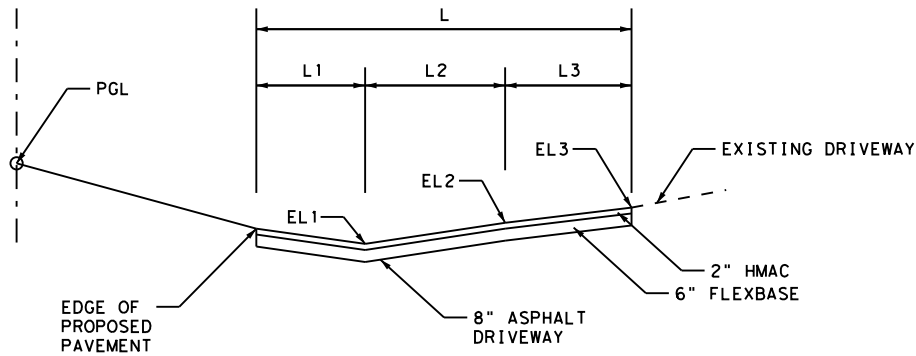
ROGERS DESIGN  
SERVICES  
FIRM # 9994

CR 200  
AT BOLD SUNDOWN  
PLAN AND PROFILE  
STA 258+00.00 TO  
STA 267+25.53



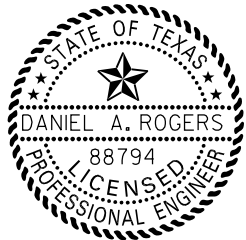


TYPICAL ASPHALT DRIVEWAY PLAN  
CR 200



TYPICAL ASPHALT DRIVEWAY PROFILE

SUMMARY OF DRIVEWAY DETAILS																	
P&P SHEET NO.	DRIVEWAY ID	CL STATION	RT/LT	W (FT)	L (FT)	RDWY GRADE (%)	EOP ELEV (FT)	L1 (FT)	EL1 (FT)	GRADE1 (%)	L2 (FT)	EL2 (FT)	GRADE2 (%)	L3 (FT)	ELEV 3 (FT)	GRADE3 (%)	APSH DWY (SY)
1	DWY 1	259+10.50	RT	12.00	34.0	-2.0	961.67	18.0	961.96	1.6	16.0	962.84	5.5				48
																	2-24"x15' RCP



*Daniel A. Rogers*

12/18/2017



WILLIAMSON  
COUNTY  
PRECINCT  
#2



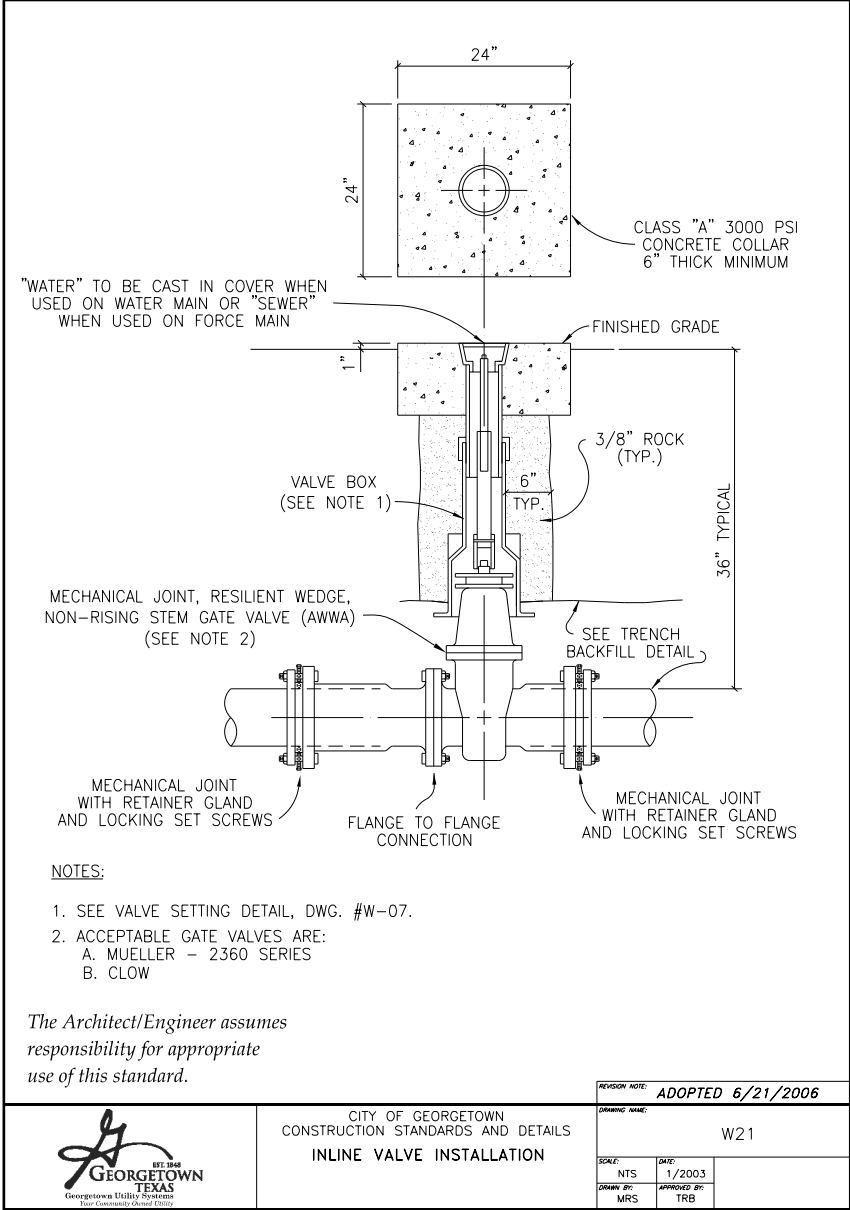
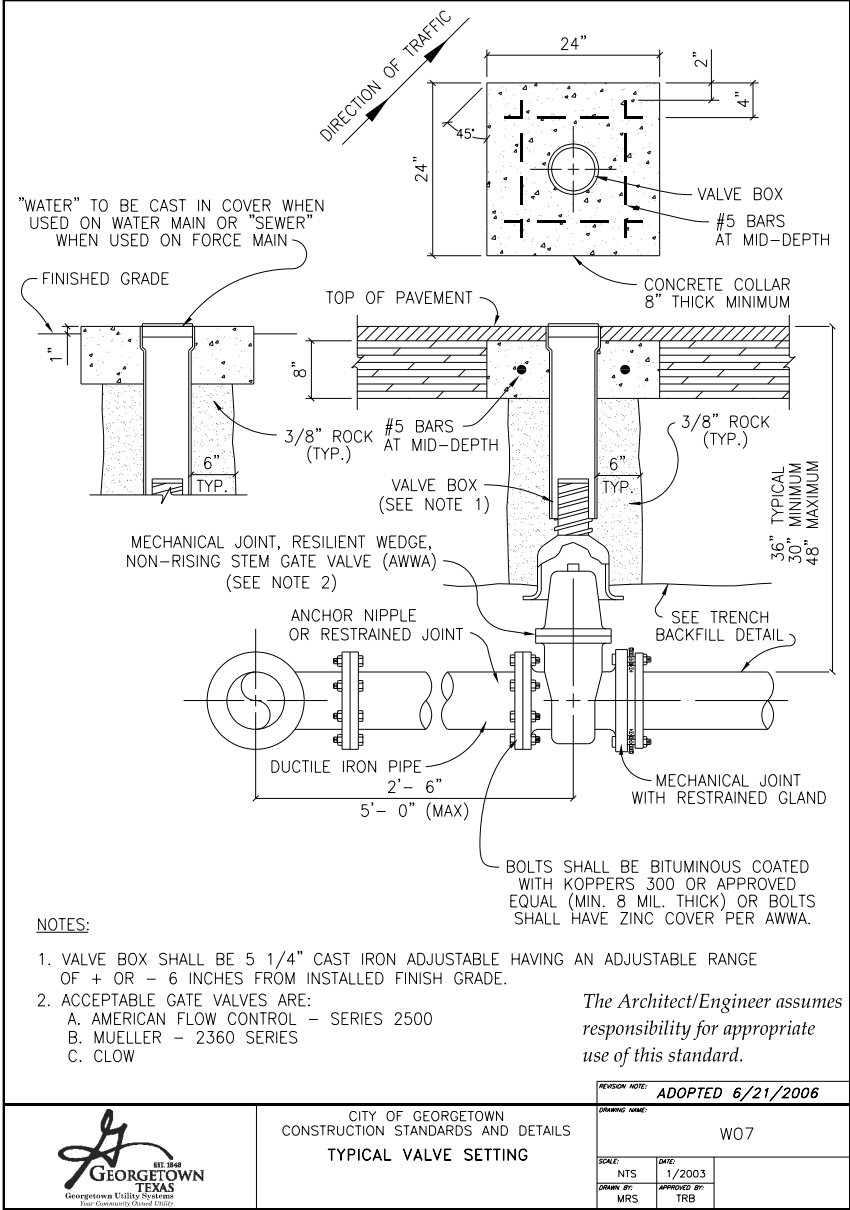
TBPE FIRM  
# 14060



ROGERS DESIGN  
SERVICES  
FIRM # 9994

CR 200

DRIVEWAY  
DETAILS





WILLIAMSON COUNTY  
1845

WILLIAMSON COUNTY  
PRECINCT #2



O'BRIEN  
Engineering Services

TBPE FIRM # 14060



Rogers  
Design Services  
Transportation Engineering

ROGERS DESIGN SERVICES  
FIRM # 9994

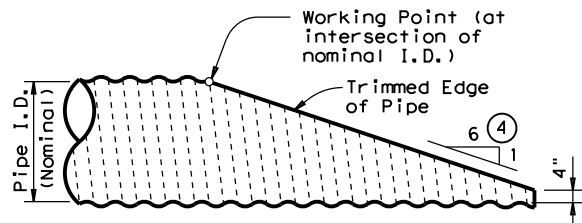
CR 200  
AT BOLD SUNDOWN

UTILITY DETAILS

SHEET 1 OF 1

SHEET # 36

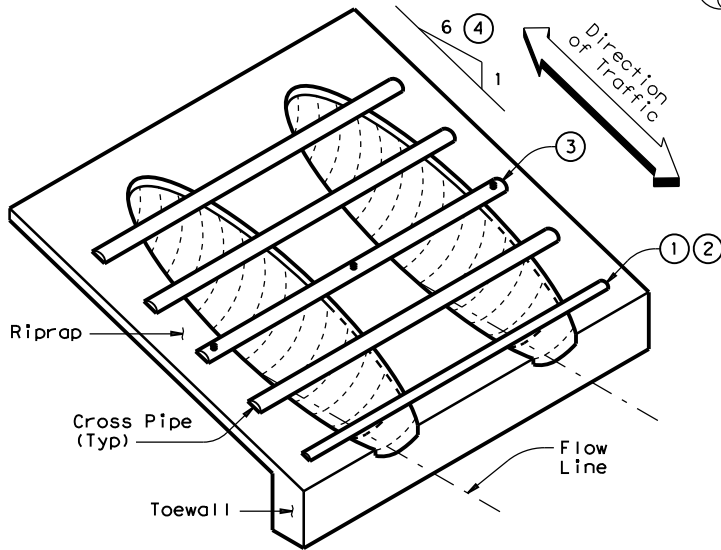




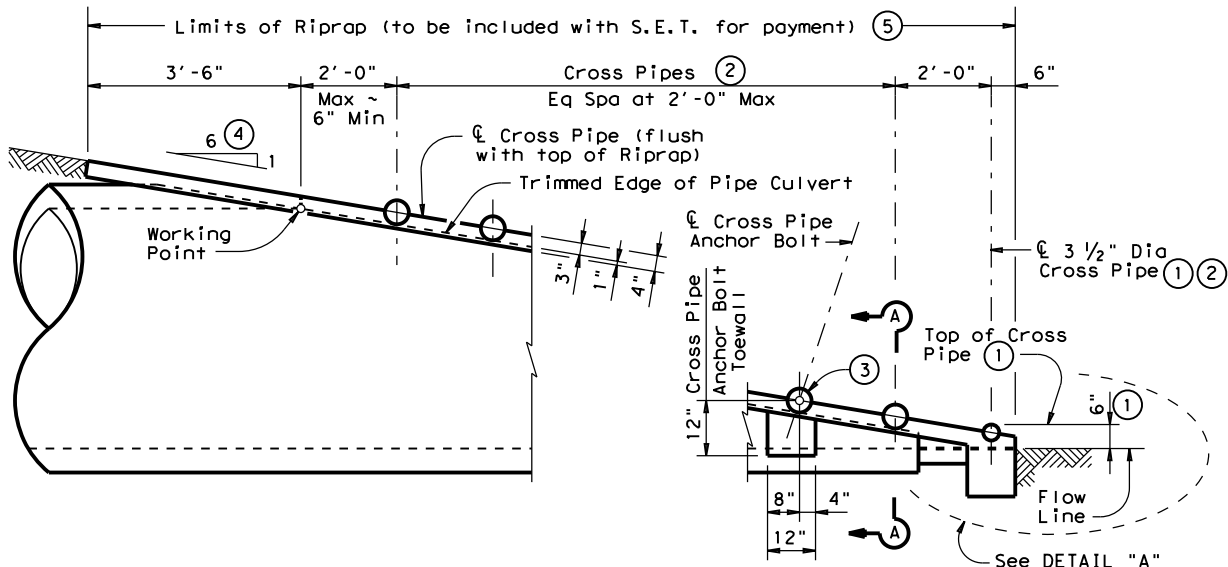
NOTE: All Cross Pipes, calculations, and dimensions are based on the pipe culverts mitered as shown in this detail. Alternate styles of mitered ends will require that appropriate adjustments be made to the values presented on this standard.

**SIDE ELEVATION OF TYPICAL PIPE CULVERT MITER**

(Showing Corrugated Metal Pipe Culvert.)  
(Details at Concrete Pipe Culvert are similar.)

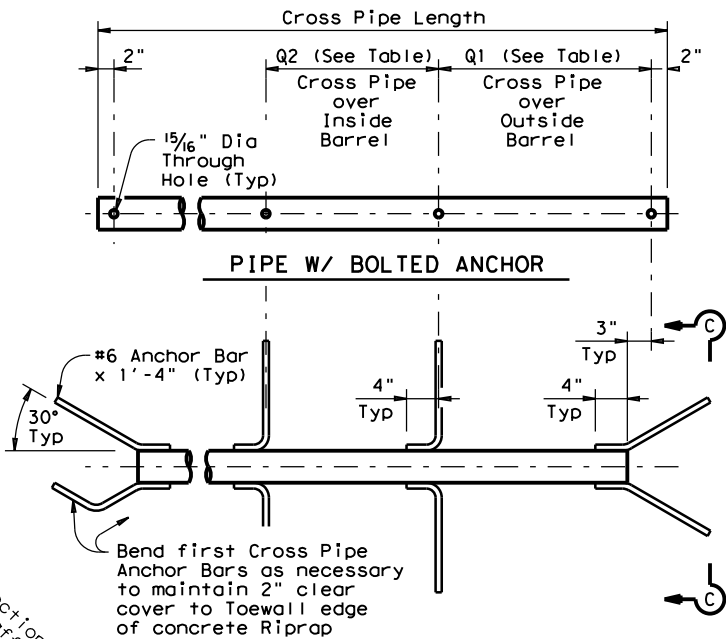


**ISOMETRIC VIEW OF TYPICAL INSTALLATION**

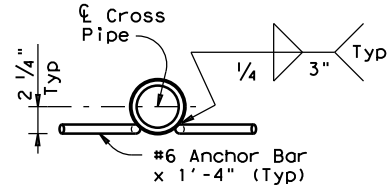


**SIDE ELEVATION OF CAST-IN-PLACE CONCRETE**

(Showing Concrete Pipe Culvert.)  
(Details at Corrugated Metal Pipe Culvert are similar.)

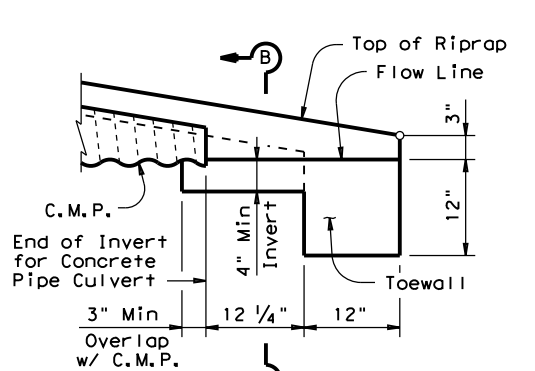


**PIPE W/ ANCHOR BARS**



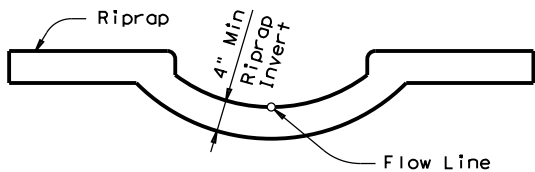
**SECTION C-C**

**CROSS PIPE DETAILS**



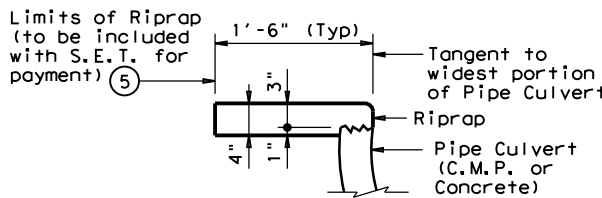
**DETAIL "A"**

(Showing Invert with Corrugated Metal Pipe Culvert. Concrete Pipe Culvert details are similar. Cross Pipes not shown for clarity.)

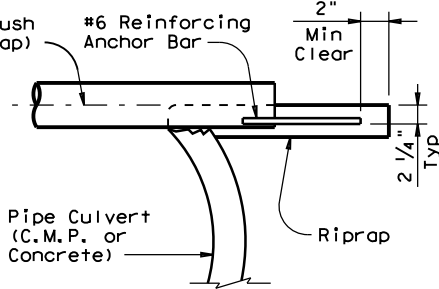


**SECTION B-B**

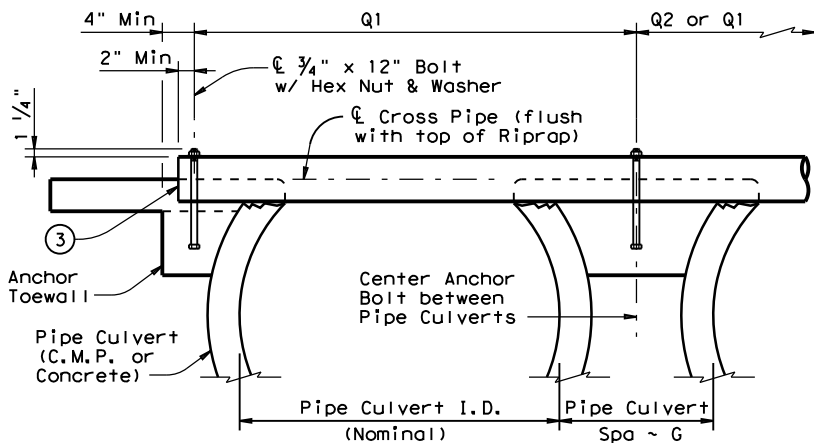
(Cross Pipes not shown for clarity.)



**SHOWING TYPICAL PIPE CULVERT & RIPRAP**



**SHOWING CROSS PIPE WITH ANCHOR BAR**



**SECTION A-A**

CROSS PIPE LENGTHS, REQUIRED PIPE SIZES, & RIPRAP QUANTITIES <sup>(2)</sup>							
Nominal Culvert I.D.	Conc Riprap (CY) <sup>(6)</sup>	Pipe Culvert Spa ~ G	Single Barrel ~ Q1	Multi-Barrel ~ Q1	Q2	Conditions for use of Cross Pipes	Cross Pipe Size
12"	0.6	9"	N/A	2'- 1"	1'- 9"	3 or more Pipe Culverts	3" Std (3.500" O.D.)
15"	0.7	11"	N/A	2'- 5"	2'- 2"		
18"	0.8	1'- 2"	N/A	2'-10"	2'- 8"		
21"	0.9	1'- 4"	N/A	3'- 2"	3'- 1"		
24"	0.9	1'- 7"	N/A	3'- 6"	3'- 7"		
27"	1.0	1'- 8"	N/A	3'-10"	3'-11"	3 or more Pipe Culverts	3 ½" Std (4.000" O.D.)
30"	1.1	1'-10"	N/A	4'- 2"	4'- 4"	2 or more Pipe Culverts	
33"	1.2	1'-11"	4'- 2"	4'- 5"	4'- 8"	All Pipe Culverts	
36"	1.3	2'- 1"	4'- 5"	4'- 9"	5'- 1"	All Pipe Culverts	
42"	1.5	2'- 4"	4'-11"	5'- 5"	5'-10"		
48"	1.7	2'- 7"	5'- 5"	6'- 0"	6'- 7"	All Pipe Culverts	5" Std (5.563" O.D.)
54"	2.0	3'- 0"	5'-11"	6'- 9"	7'- 6"		
60"	2.2	3'- 3"	6'- 5"	7'- 4"	8'- 3"		
66"	2.4	3'- 3"	6'-11"	7'-10"	8'- 9"		
72"	2.7	3'- 4"	7'- 5"	8'- 5"	9'- 4"		

- ① The proper installation of the first Cross Pipe is critical for vehicle safety. The top of the first Cross Pipe must be placed at no more than 6" above the flow line.
- ② Size of Cross Pipes, except the first bottom pipe, shall be as shown in the PIPE SIZE table. The first bottom pipe shall be 3 1/2" Standard Pipe (4" O.D.).
- ③ The third Cross Pipe from the bottom of the Culvert shall always be installed using a bolted connection. Care shall be taken to ensure that Riprap concrete does not flow into the Cross Pipe so as to permit disassembly of the bolted connection to allow cleanout access. At the Contractor's option, all other Cross Pipes may also be installed using the bolted connection details.
- ④ Match Cross Slope as shown elsewhere in the plans. Cross Slope of 6:1 or flatter is required for vehicle safety.
- ⑤ Riprap placed beyond the limits shown will be paid as Concrete Riprap in accordance with Item 432, "Riprap".
- ⑥ Quantities shown are for one end of one reinforced Concrete Pipe Culvert. For multiple pipe culverts or for Corrugated Metal Pipe Culverts, quantities will need to be adjusted. Riprap quantities are for Contractor's information only.

**GENERAL NOTES:**

Cross Pipes are designed for a traversing load of 10,000 pounds at yield as recommended by Research Report 280-2F, "Safety Treatment of Roadside Parallel-Drainage Structures", Texas Transportation Institute, March 1981.

Safety End Treatments shown herein are intended for use in those installations where out of control vehicles are likely to traverse the openings approximately perpendicular to the Cross Pipes.

Riprap and all necessary inverts shall be Concrete Riprap conforming to the requirements of Item 432, "Riprap".

Synthetic fibers listed on the "Fibers for Concrete" Material Producer List (MPL) may be used in lieu of steel reinforcing in riprap concrete unless noted otherwise.

Payment for riprap and toewall is included in the Price Bid for each Safety End Treatment.

Cross Pipes shall conform to the requirements of ASTM A53 (Type E or S, Grade B), ASTM A500 (Grade B), or API 5LX52. Bolts and nuts shall conform to ASTM A307.

All steel components, except concrete reinforcing, shall be galvanized after fabrication. Galvanizing damaged during transport or construction shall be repaired in accordance with the specifications.

Bridge Division Standard

**SAFETY END TREATMENT**  
FOR 12" DIA TO 72" DIA  
PIPE CULVERTS  
TYPE II ~ PARALLEL DRAINAGE

**SETP-PD**

FILE: setppdse.dgn	DN: GAF	CK: CAT	DW: JRP	CK: GAF
©TxDOT February 2010	CONT	SECT	JOB	HIGHWAY
REVISIONS				CR200
11-10: Add note for synthetic fibers.	DIST	COUNTY		SHEET NO.
		WILLIAMSON		362

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DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

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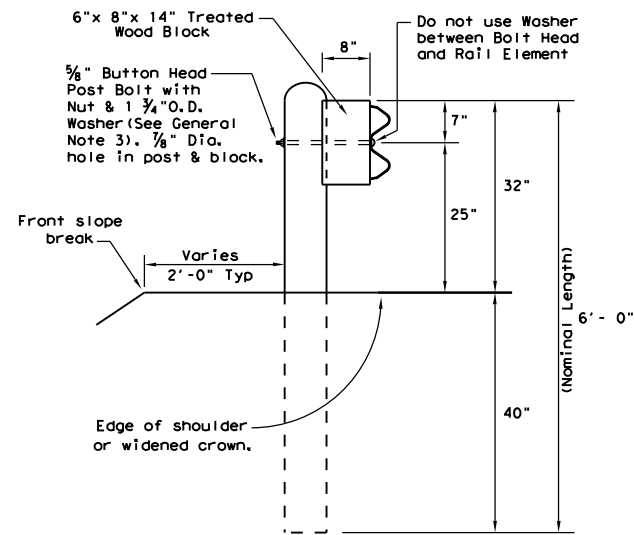
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Williamson County, Texas

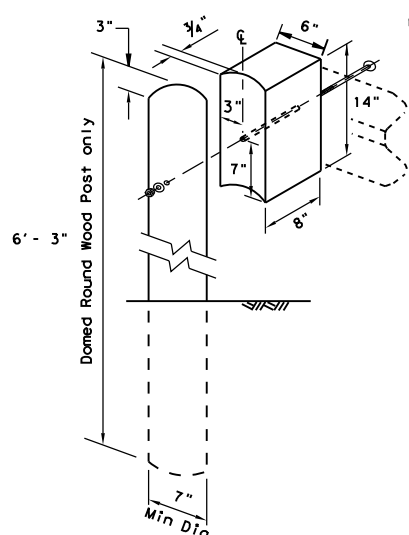
Bid 1802-217

## GENERAL NOTES

- The type of post (round wood post, rectangular wood post, or steel post) will be as shown in the plans. The exact position of MGBF shall be shown in the plans or as directed by the Engineer. Steel posts to be galvanized in accordance with Item 445, "Galvanizing."
- Rail element shall meet the requirements of Item 540, "Metal Beam Guard Fence" except as modified in the plans. The Contractor may furnish rail elements of 25'-0", or 12'-6" (nom.) lengths. Rail elements may have slotted holes at 3'-1 1/2" C-C or 6'-3" C-C. A special length of rail may be manufactured to accommodate the downstream anchor terminal (DAT) and the transition sections of guardrail.
- Button head "post" bolts (ASTM A307) shall be of sufficient length to extend through the full thickness of the nut (ASTM A563) and Type A (1 3/4" O.D.) washer and not more than 1" beyond it. Button head "splice" bolts (ASTM A307) are 3/8" x 1 1/4" (or 2" long at triple rail splices) with a 3/8" double recessed nut (ASTM A563). Thrie beam "connection" 7/8" dia. (ASTM A325) hex bolts shall be of sufficient length to extend through the full thickness of the rail, washers, and nuts.
- Fittings (bolts, nuts, and washers) shall be galvanized in accordance with Item 445, "Galvanizing." Fittings shall be subsidiary to the bid item.
- Crown shall be widened to accommodate the Metal Beam Guard Fence.
- The lateral approach to the guard fence, shall have a maximum slope of 1V:10H.
- If shown elsewhere in the plans or as directed by the Engineer, the guard fence may be flared at a rate of 25:1 or flatter.
- Unless otherwise shown in the plans, guard fence placed in the vicinity of curbs shall be positioned so that the face of curb is located directly below or behind the face of the rail. Rail placed over curbs shall be installed so that the post bolt is located approximately 25 inches above the gutter pan or edge of shoulder.
- If solid rock is encountered within 0 to 18" of the finished grade, drill a 22" dia. hole, or drill two 12" dia. front to back overlapping holes, 24" into the rock. If solid rock is encountered below 18", drill a 12" dia. hole, 12" into the rock or to the standard embedment depth, whichever may be less. Any excess post length, after meeting these depths, may be field cut to ensure proper guardrail mounting height. Backfill with a cohesionless material.
- Posts shall not be set in concrete, of any depth.
- Special fabrication will be required at installations having a curvature of less than 150 ft. radius.
- Unless otherwise shown in the plans, a composite material post and/or block that meets the requirements of DMS-7210, "Composite Material Posts and Blocks for Metal Beam Guard Fence" may be substituted for posts and/or blocks of similar dimensions. The Construction Division, TxDOT maintains a Material Producer List (MPL) for producers of materials conforming to DMS-7210. Only producers on the MPL may furnish composite material posts and/or blocks.
- For posts located partially or wholly between precast box culvert units, the use of a cast-in-place concrete closure between boxes is required. See Detail "A" on Bridge Standard SCP-MD.

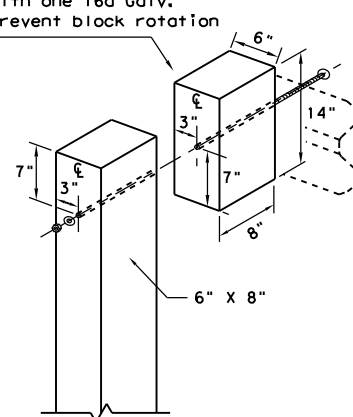


TYPICAL POST

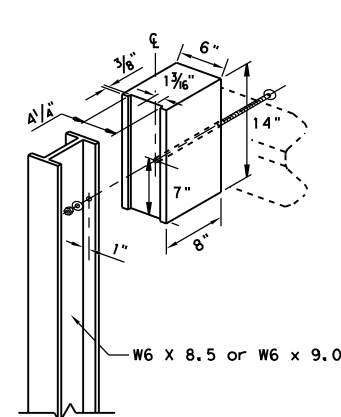


WOOD BLOCK TO ROUND WOOD POST

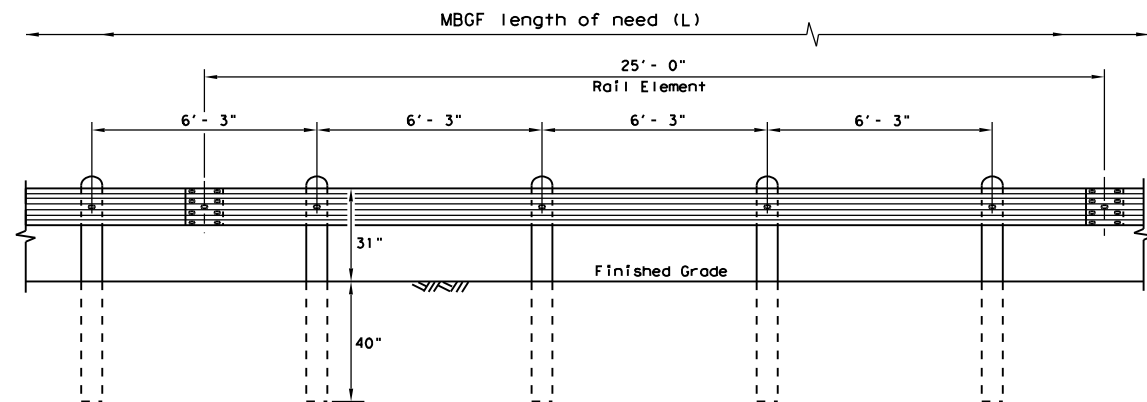
Toenail with one 16d Galv. nail to prevent block rotation



WOOD BLOCK TO RECTANGULAR WOOD POST



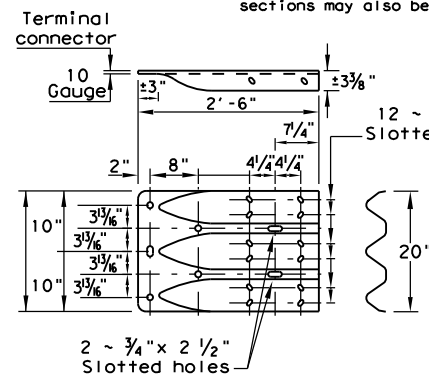
WOOD BLOCK TO STEEL POST



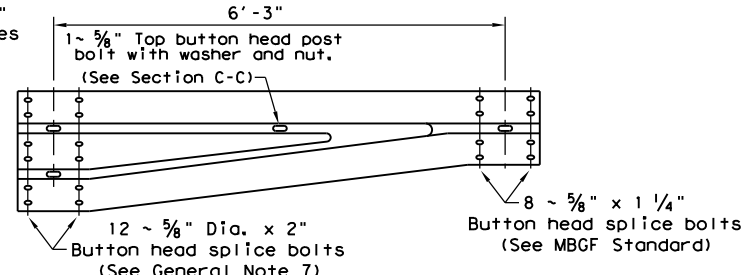
ELEVATION MID-SPAN RAIL SPLICE

Showing a 25'-0" section of W-Beam rail, 12'-6" rail sections may also be supplied (See General Note 2)

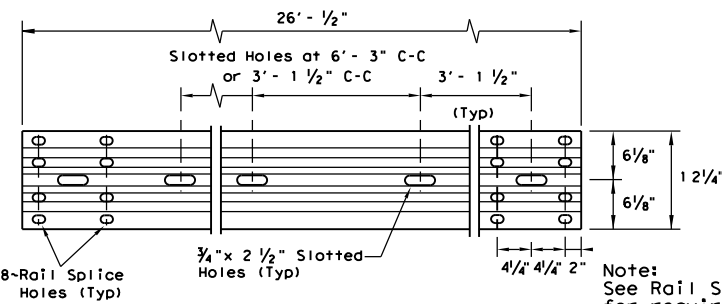
Direction of Traffic



THRIE-BEAM TERMINAL CONNECTION (SEE GENERAL NOTES 6 & 7 FOR REQUIRED HARDWARE)



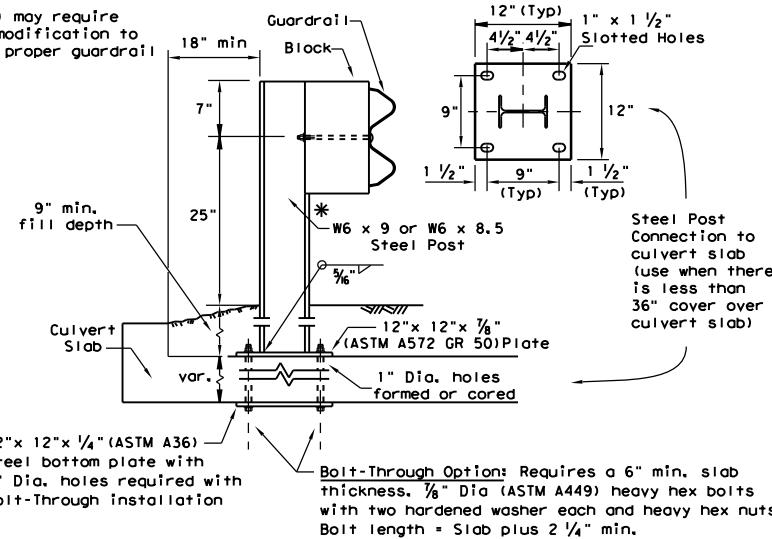
NON-SYMMETRICAL TRANSITION TO W-BEAM (10 Gauge)



ELEVATION 25'-0" (NOM.) W-BEAM SECTION

12'-6" RAIL SECTIONS MAY ALSO BE SUPPLIED (SEE GENERAL NOTE 2)

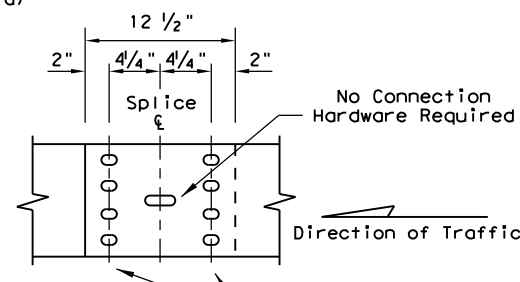
\* Post(s) may require field modification to ensure proper guardrail height.



LOW FILL CULVERT POST

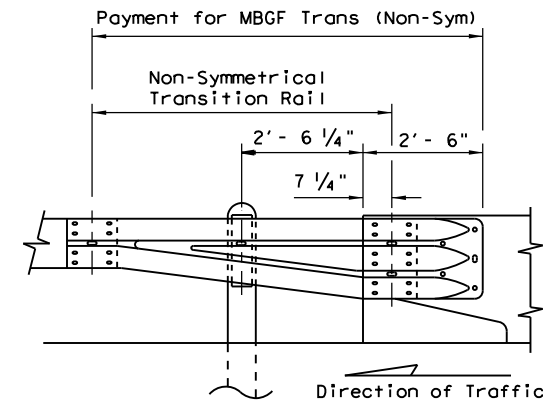
Culverts of 25 ft. or less, see GF(31)LS standard for "Long Span" option.

Epoxy Note: Epoxy Anchor Option: This option may only be used if the culvert slab is 8" min. thick. Threaded anchor rods must be 3/8" Dia. ASTM A449 or A193 Grade B7 with heavy hex nut, and one hardened washer each. Embed anchor rods 6" with Hilti HIT RE 500 epoxy adhesive. Other Type III Class C epoxy adhesives meeting the requirements of DMS-6100, "Epoxyes and Adhesives", may be used if it can be demonstrated that they meet or exceed the strength of Hilti HIT RE 500 with the same embedment depth and threaded rod dia. Follow the manufacturer's requirements for installing epoxied threaded rods. Extend rods 1/4" min. beyond nut.




Note: GF(31), Mid-Span rail splices are required with 6'-3" post spacings.

MID-SPAN RAIL SPLICE DETAIL



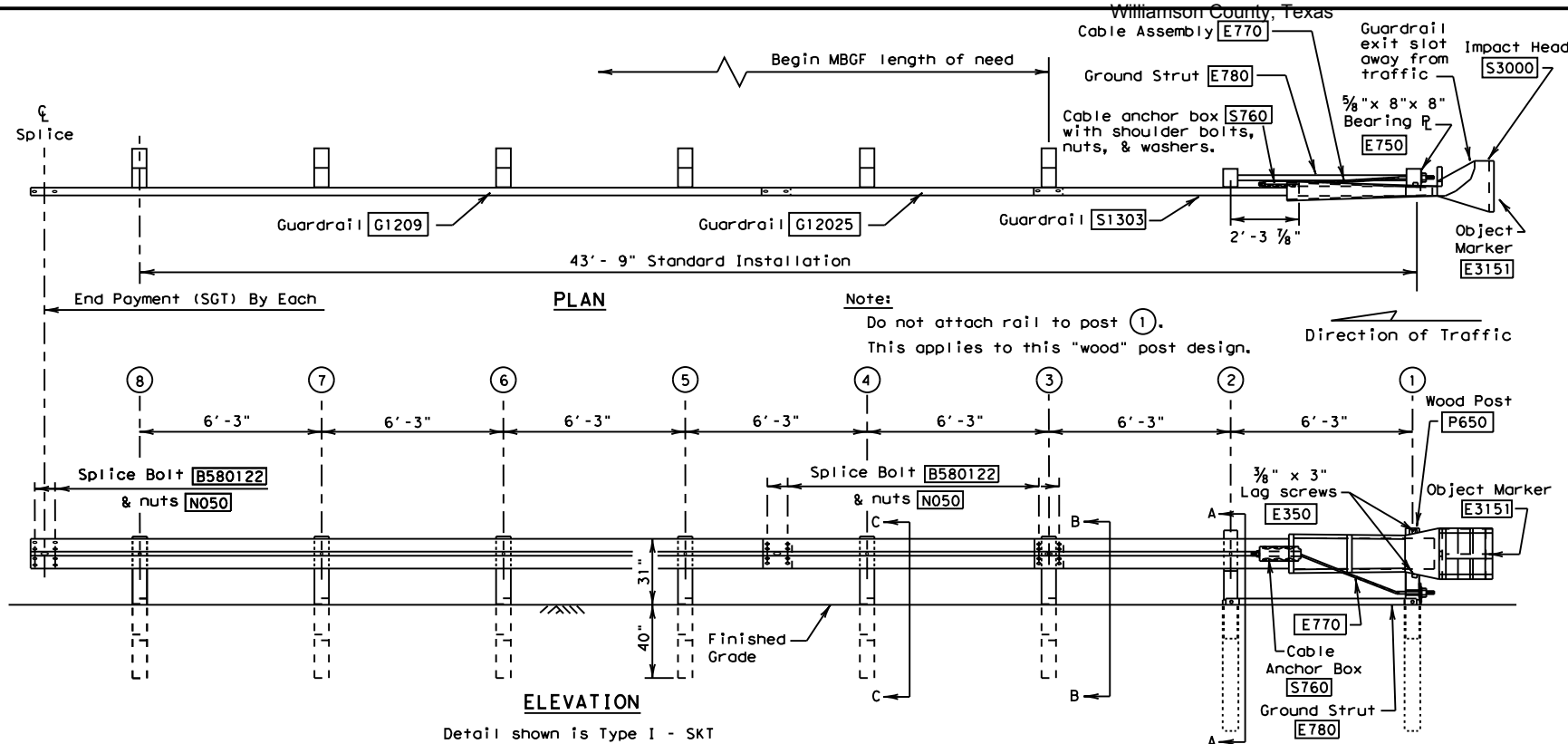
Note: All rail elements shall be lapped in the direction of adjacent traffic.

DOWNSTREAM RAIL ATTACHMENT

 <i>Texas Department of Transportation</i>				<i>Design Division Standard</i>	
METAL BEAM GUARD FENCE					
GF (31) - 14					
FILE: gf3114.dgn		DN: TxDOT	CK: AM	DW: VP	CK: CGL
© TxDOT: December 2011		CONT	SECT	JOB	HIGHWAY
REVISIONS					CR200
		DIST	COUNTY		SHEET NO.
			WILLIAMSON		3833

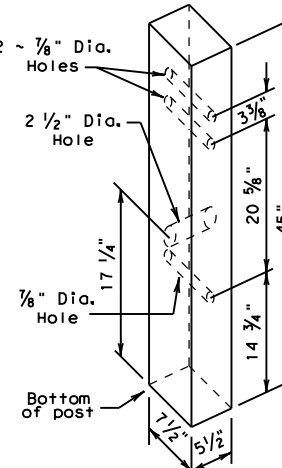
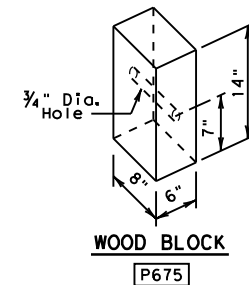
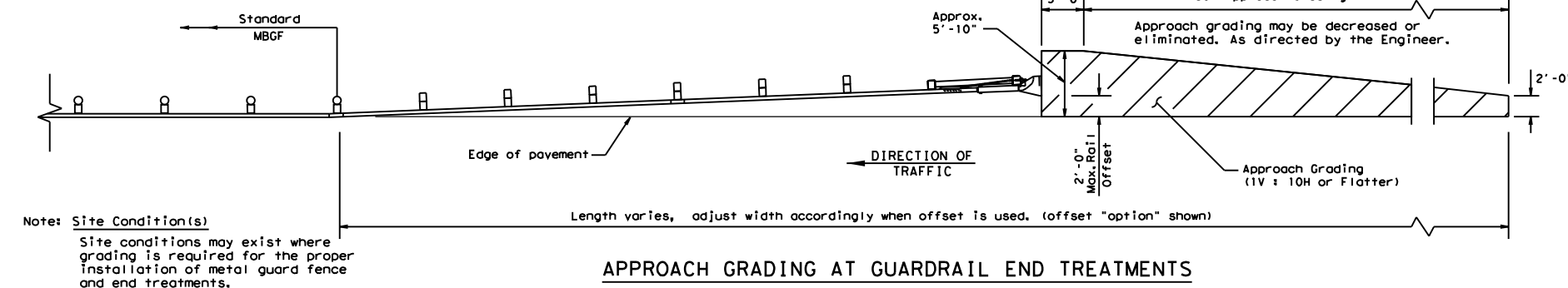
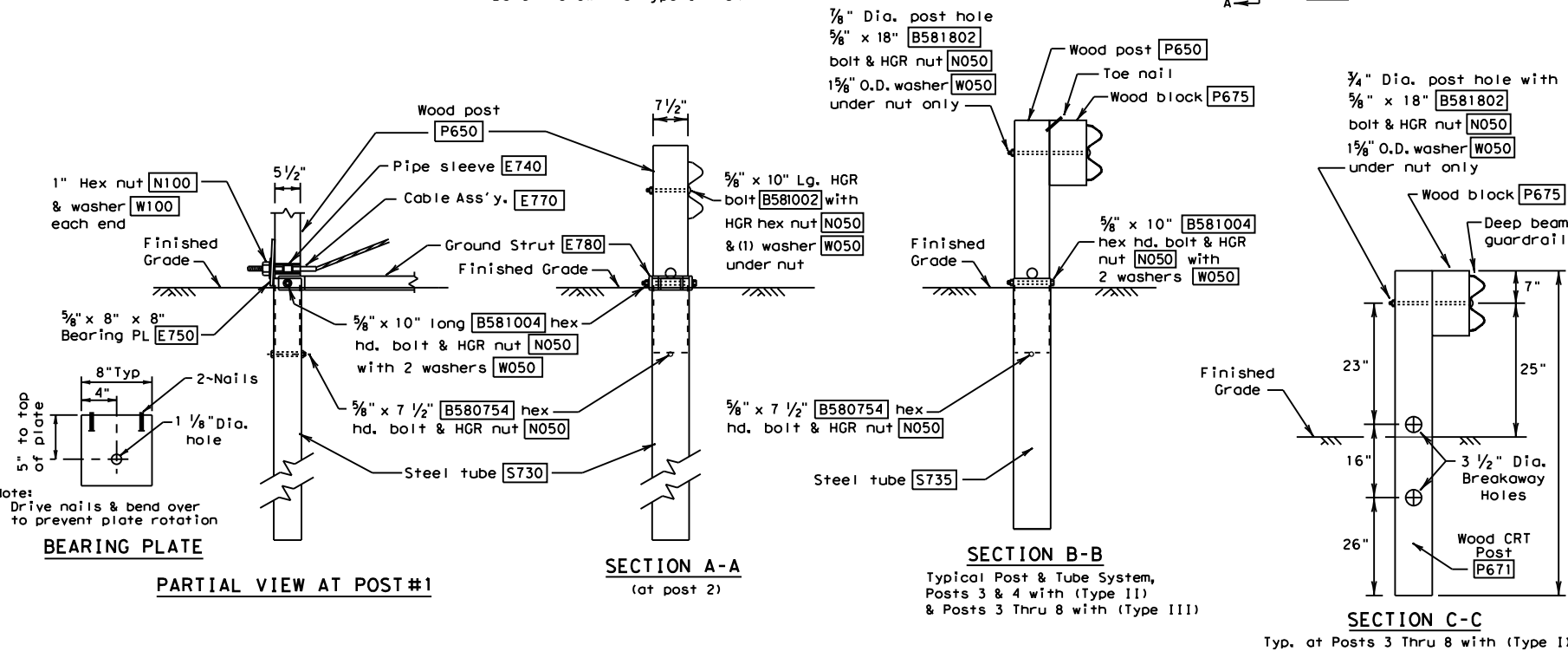
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DATE: 12/18/2017  
FILE: C:\data\Projects\CR 200\WA-4\_CR201-BS\SHEETS\Standards\Roadway\sgt83114.dgn



- GENERAL NOTES**
- For additional information contact: Interstate Steel Inc. (432) 263-3725
  - The Type of SGT unit will be specified elsewhere in the plans. The numbers in the circles indicate post position. The Type of SGT unit chosen is a maintenance consideration and does not affect the systems performance.
 

Post & Tube Options		Post Only	
Type I Posts	① thru ②	Posts ③ thru ⑧	
Type II Posts	① thru ④	Posts ⑤ thru ⑧	
Type III Posts	① thru ⑧	None	
  - SGT's placed within the "minimum" 150 ft. radius, shall be installed straight. Standard rail elements may be installed within the radius, without special fabrication.
  - All bolts, nuts cable assemblies, cable anchors, steel tubes & bearing plates shall be galvanized.
  - A flare rate of 25:1 may be used over the first 50 ft. of the system to prevent the terminal head from encroaching the shoulder. The flare may be decreased or eliminated for specific installations, if directed by the Engineer.
  - The steel tubes shall not protrude more than 4 inches above ground. Site grading may be necessary to meet this requirement.
  - The steel tubes may be driven with an approved driving head. They shall not be driven with the wood post in the tube. If the steel tubes are placed in drilled holes, the backfill material must be satisfactorily compacted to prevent tube settlement.
  - If solid rock is encountered. See the Manufacturer's installation manual for the proper installation guidance.
  - The breakaway cable assembly must be taut. A locking device, (vice grips or channel lock pliers) should be used to prevent the cable from twisting when tightening the nuts.
  - The wood blocks shall be "toe nailed" to the rectangular wood posts to prevent them from turning when the wood shrinks. The bearing plate on the front post shall also be "toe nailed" to prevent rotation.
  - For curb installations, the soil tubes and posts shall be installed at the proper ground elevation behind the curb. The posts will then require field drilling new holes to accommodate the rail to post connection bolt to maintain the proper height of the rail above the gutter pan. The excess post length above the rail will be removed if directed by the Engineer.
  - An object marker shall be installed on the front of the impact head as detailed on D&OM(VIA).



All measurements should be taken from bottom of posts.

**UNIVERSAL WOOD POST**

P650

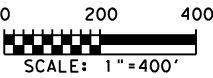
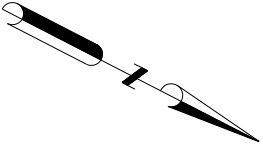
POST & TUBE OPTIONS		
Type I	post ① thru ②	
Type II	post ① thru ④	
Type III	post ① thru ⑧	

Item #		POST & TUBE OPTIONS			BILL OF MATERIAL	
		Type I	Type II	Type III	DESCRIPTION	
S1303	1	1	1	1	Guardrail (12 Ga.)	12' - 6" SKT
G12025	1	1	1	1	Guardrail (12 Ga.)	9' - 4 1/2"
G1209	1	1	1	1	Guardrail (12 Ga.)	25' - 0"
S730	2	2	2	2	Steel Tube - 6" x 8" x 72"	x 1/8" min. or 3/16"
S735	0	2	6		Steel Tube - 6" x 8" x 54"	x 1/8" min. or 3/16"
P650	2	4	8		Wood Posts - 5 1/2" x 7 1/2" x 45"	
P671	6	4	0		Wood CRT Posts - 6" x 8" x 72"	
P675	6	6	6		Wood Block - 6" x 8" x 14"	
E740	1	1	1		Pipe Sleeve - 2" Std. Pipe x 5 1/2"	
E750	1	1	1		Bearing Plate - 5/8" x 8" x 8"	
S760	1	1	1		Cable Anchor Box	
E770	1	1	1		Cable Assembly	
E780	1	1	1		Ground Strut	
S3000	1	1	1		Impact Head	
HARDWARE						
B580754	2	4	8		5/8" x 7 1/2" Hex Hd. Bolt	
B581004	2	4	8		5/8" x 10" Hex Hd. Bolt (Top of Tubes)	
W050	11	15	23		3/8" Washers	
B581002	1	1	1		5/8" x 10" HGR Post Bolt (Post 2)	
B580122	16	16	16		5/8" x 1 1/4" HGR Splice Bolt	
B581802	6	6	6		5/8" x 18" HGR Post Bolt (Posts ③ thru ⑧)	
N050	35	39	47		5/8" HGR Nut (24-Spl, Varies-Posts, 2-Strut)	
E350	2	2	2		3/8" x 3" Lag Screw	
N100	2	2	2		1" Hex Nut (Anchor Cable)	
W100	2	2	2		1" Washer (Anchor Cable)	
SB12A	8	8	8		Cable Anchor Box Shoulder Bolts	
N012A	8	8	8		1/2" Structural Nut	
W012A	8	8	8		1/2" Structural Washer	
E3151	1	1	1		Object Marker - (18" x 18")	

Design Division Standard

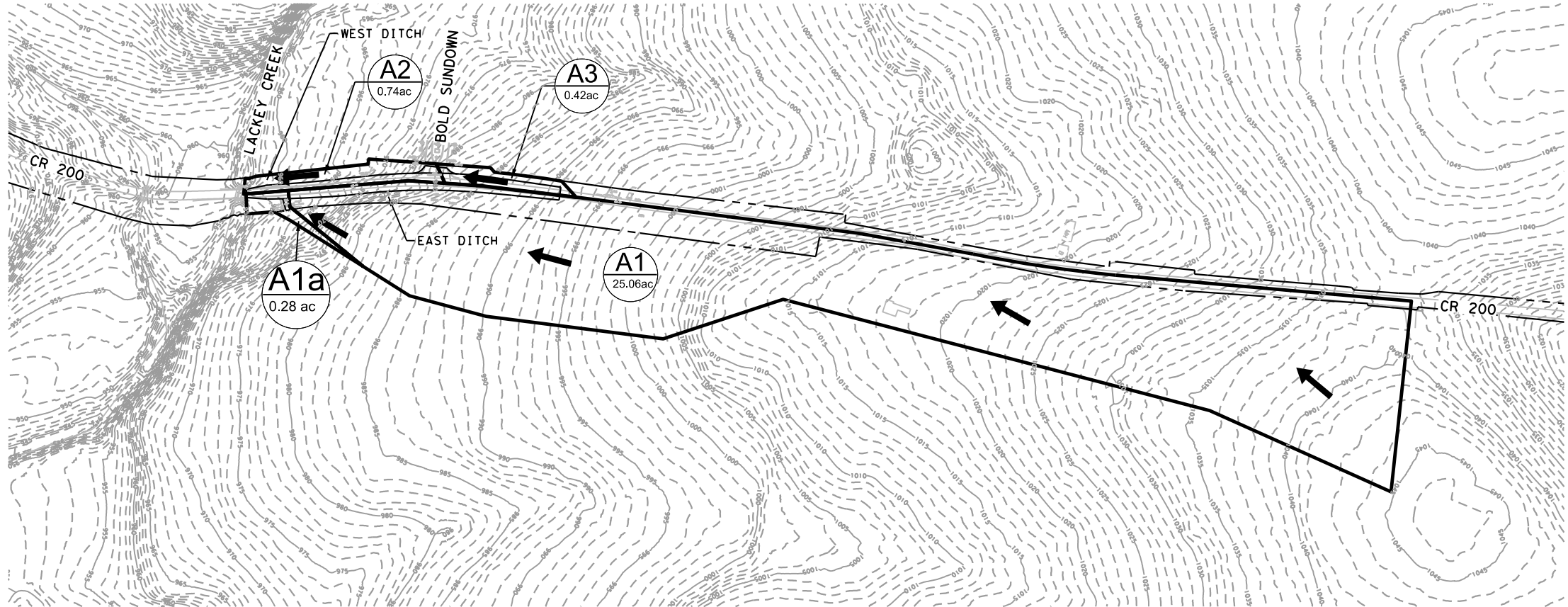
**SINGLE GUARDRAIL TERMINAL**  
(SKT-31)  
(WOOD POST)  
**SGT(8) 31-14**

FILE: sgt83114.dgn	DN: TxDOT	CK: AM	DW: BD/VP	CK: VP
© TxDOT December 2011	CONT	SECT	JOB	HIGHWAY
REVISIONS				CR200
	DIST	COUNTY		SHEET NO.
		WILLIAMSON		39



LEGEND

- ← FLOW DIRECTION
- DRAINAGE AREA BOUNDARY
- # CULVERT DRAINAGE AREA
- 77.0 ac DRAINAGE AREA (ACRES)



Rational Method Calculations																								
Drainage Area	Area (acres)	Undev (acres)	Res (acres)	Streets (acres)	I.C.** (%)	Flow Travel Times			Tc * (min)	2-year			5-year			10-year			25-year			100-year		
						Sheet	Shallow	Channel		C **	i (in/hr)	Q (cfs)	C **	i (in/hr)	Q (cfs)	C **	i (in/hr)	Q (cfs)	C **	i (in/hr)	Q (cfs)	C **	i (in/hr)	Q (cfs)
A1a	0.28	0.00	0.09	0.19	25.0%	9.9	1.5	0.0	11	0.73	4.3	0.9	0.73	5.5	1.1	0.73	6.4	1.3	0.77	7.6	1.6	0.77	9.8	2.1
A1b	25.06	0.00	23.56	1.50	0.0%	14.6	18.3	0.0	33	0.39	2.5	24.8	0.39	3.3	32.2	0.39	3.9	37.9	0.41	4.6	48.1	0.43	6.2	67.1
A2	0.74	0.40	0.00	0.34	0.0%	1.4	3.0	0.0	10	0.55	4.5	1.8	0.55	5.8	2.4	0.55	6.7	2.7	0.59	7.9	3.4	0.61	10.2	4.6
A3	0.42	0.15	0.00	0.27	0.0%	1.4	2.1	0.0	10	0.66	4.5	1.2	0.66	5.8	1.6	0.66	6.7	1.9	0.70	7.9	2.3	0.72	10.2	3.1

\* Tc CALCULATED USING NRCS METHOD.  
\*\* VALUES PROVIDED THROUGH DRAINAGE APPROACH TECHNICAL REPORT.

East Ditch

Station	Ditch Flowline Elev.	LT Side Slope 1 (X:1)	LT Side Slope 2 (X:1)	RT Side Slope 1 (X:1)	Base Width (ft)	Ditch 5yr-Flow (cfs)	Flow Depth (ft)	Velocity (ft/s)	EOP Elev.	Dist to EOP (ft)	Notes
267+25.23	989.94						0.95		991.01	0.12	
263+00	975.54	3	20	3	4	32.2	0.99	4.81	977.60	1.07	
262+50	974.17	3	20	3	4	32.2	0.78	5.48	975.10	0.15	
262+00	971.54	6	6	3	4	32.2	0.93	4.81	972.67	0.20	
261+50	969.32	4	4	4	4	32.2	0.97	5.35	970.32	0.03	
260+50	963.66	3	6	3	2	32.2	1.14	5.35	966.39	1.59	
259+50	960.45	3	6	3	2	32.2	1.00	6.4	962.70	1.25	
259+39.23	958.3	3	6	3	2	32.2	0.55	8.08	962.60	3.75	US Driveway Pipe
258+91.35	958	3	6	3	4	32.2	1.38	5.68	962.50	3.12	DS Driveway Pipe
258+50	957.62	3	6	3	4	33.3	0.90	5.40	959.89	1.37	
258+00	952.00	3	6	3	2	33.3	0.89	7.95	959.00	6.11	

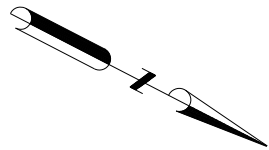
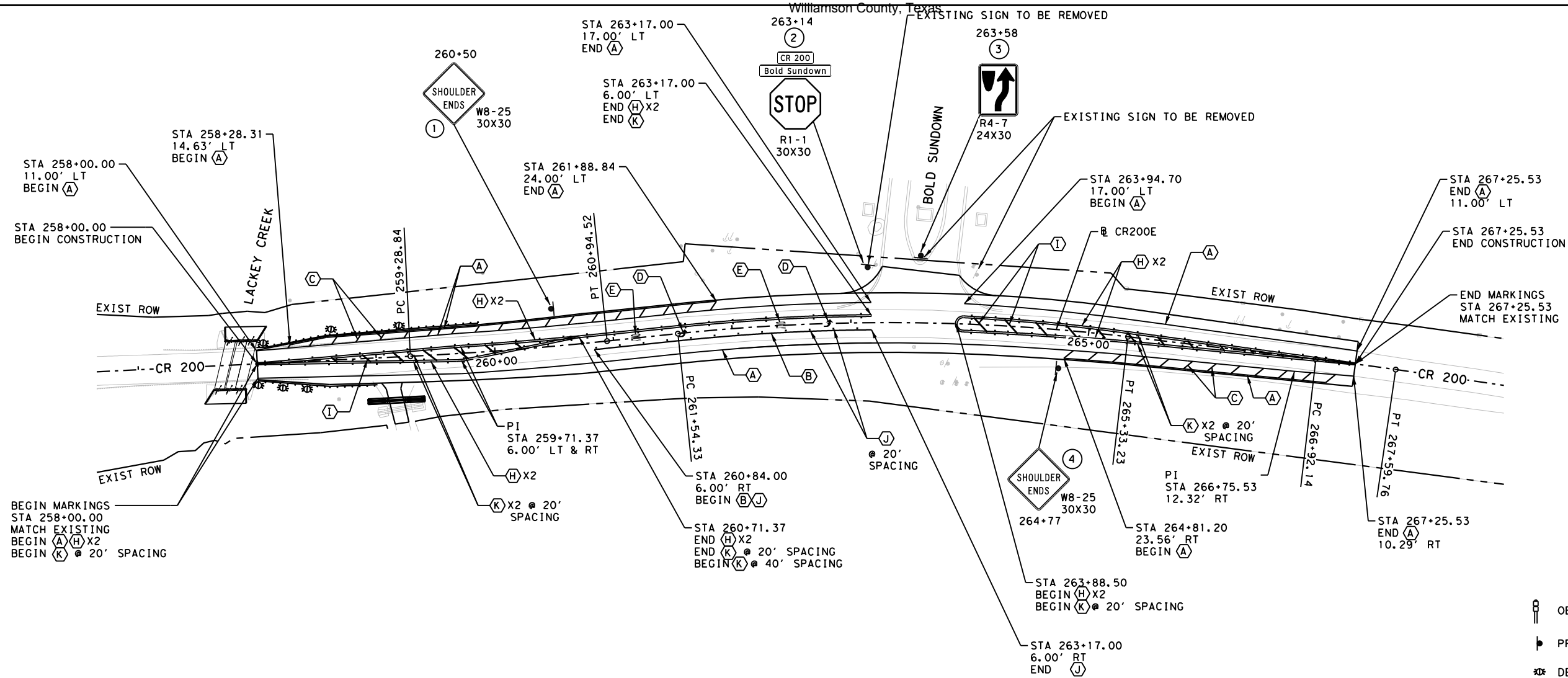
West Ditch

Station	Ditch Flowline Elev.	LT Side Slope 1 (X:1)	LT Side Slope 2 (X:1)	RT Side Slope 1 (X:1)	Base Width (ft)	Ditch 5yr-Flow (cfs)	Flow Depth (ft)	Velocity (ft/s)	EOP Elev.	Dist to EOP (ft)
267+25.23	989.65						0.48		991.0	0.87
263+89	980.20	4	4	3	n/a	1.6	0.48	2.32	981.1	0.42
263+00	975.82						0.58		977.6	1.20
262+50	973.42	3	20	3	n/a	2.4	0.17		975.1	1.51
258+50	957.00	3	20	3	6	2.4	0.17	2.18	959.9	2.73



TBPE FIRM # 14060

CR 200  
AT BOLD SUNDOWN  
DRAINAGE AREA  
MAP



LEGEND

(A)	W 4" SOLID
(B)	W 8" SOLID
(C)	W 24" SOLID
(D)	W ARROW
(E)	W WORD
(F)	W RR XING
(H)	Y 4" SOLID
(I)	Y 12" SOLID
(J)	TY I-C
(K)	TY II-A-A

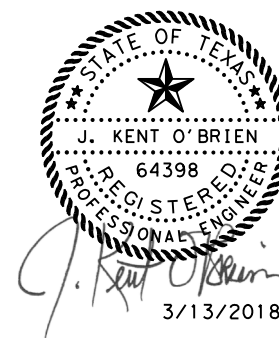
- OBJECT MARKER (OM-2X) (WC) (GND)
- PROPOSED SIGN POST
- DELINEATOR (D-SW) (SZ1) (BRF) (GF2) (B1)



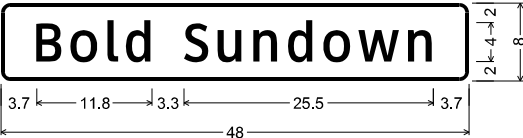
WILLIAMSON  
COUNTY  
PRECINCT  
#2



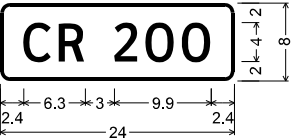
TBPE FIRM  
# 14060



CR 200  
AT BOLD SUNDOWN  
SIGNING &  
PAVEMENT MARKINGS



D3-1G(1) 4in; 1.0" Radius, 0.4" Border, White on Green;  
[Bold Sundown] ClearviewHwy-3-W;



D3-1G(1) 4in;  
1.0" Radius, 0.4" Border, White on Green;  
[CR 200] ClearviewHwy-3-W 90% spacing;



WILLIAMSON  
COUNTY  
PRECINCT  
#2



TBPE FIRM  
# 14060

CR 200  
AT BOLD SUNDOWN  
SIGNING DETAILS

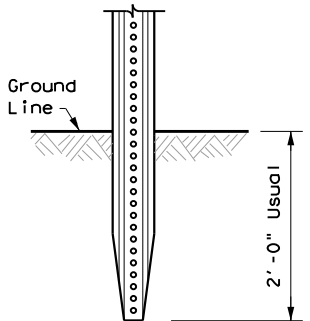
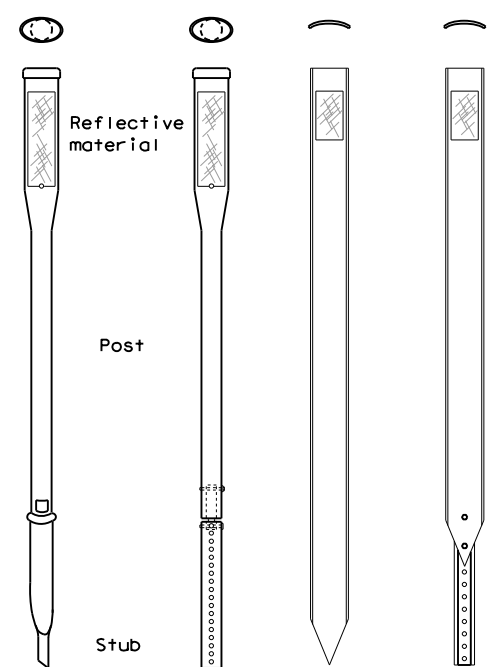
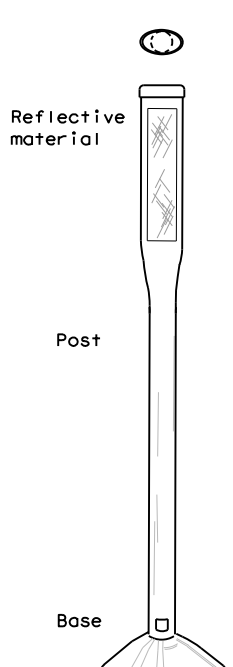
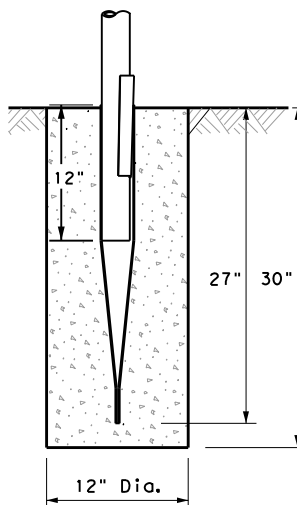
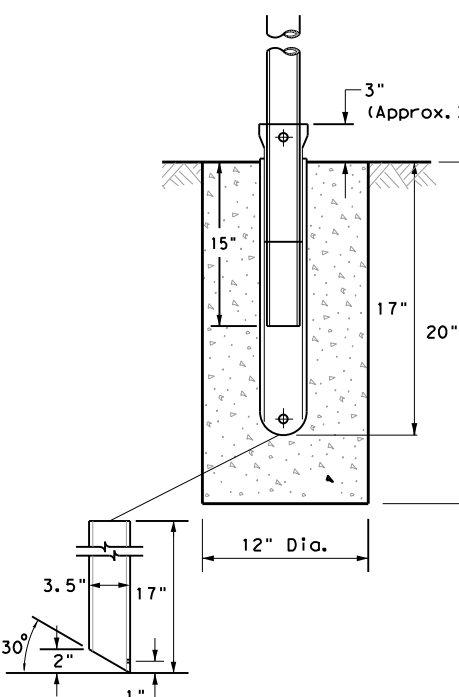
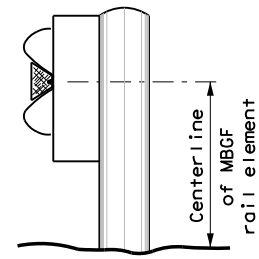
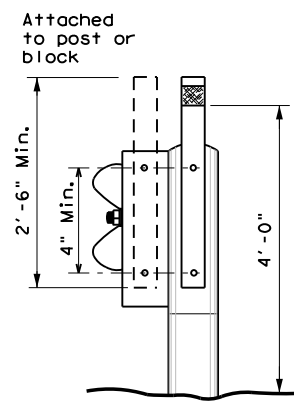
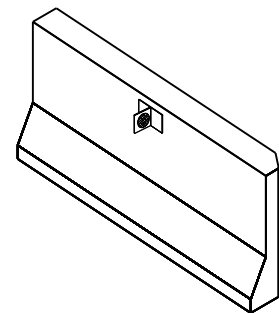
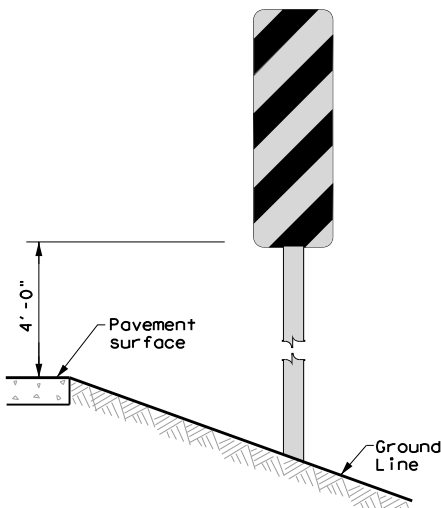
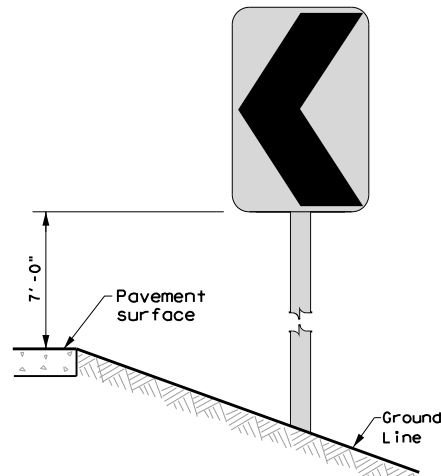
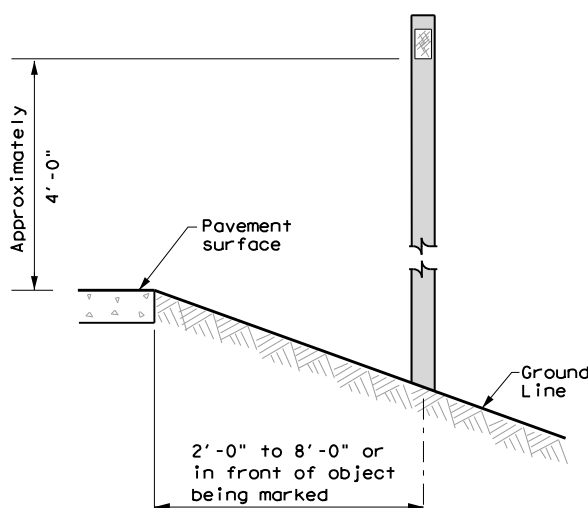

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DATE: 12/21/2017 9:17:06 PM  
FILE: H:\OBES\CR 200\Documents\WA-4\_CR201-B5\SHEETS\Standards\Signing\_Pavement\TXDOT\Standard\W1-6.dgn

REFLECTOR UNIT SIZES FOR DELINEATORS AND OBJECT MARKERS					DELINEATORS				D & OM DESCRIPTIVE CODES				
DEVICE	SIZE 1	SIZE 2	SIZE 3	SIZE 4	DEVICE	SINGLE		DOUBLE		INSTL DEL ASSM (D-XX)SZ X (XXX)XXX(XX)  NUMBER OF REFLECTORS _____ S = Single D = Double COLOR OF REFLECTORS _____ W = White Y = Yellow R = Red REFLECTOR UNIT SIZE _____ 1 or 2 TYPE OF POST OR DELINEATOR _____ WC = Wing Channel Post FLX = Flexible Post BRF = Barrier Reflector  TYPE OF MOUNT _____ GND = Embedded (drivable or set in concrete) CTB = Concrete Barrier Mount GF1 or GF2 = Guard Fence Attachment SRF = Surface Mount  DIRECTION _____ If Required BI = Bi-Directional BR = Bi-Directional with red on back			
SHEETING Yellow, White or Red Type B or C reflective sheeting					SHEETING	Yellow, White or Red Type B or C Reflective Sheeting				INSTL OM ASSM (OM-XX) (XXX)XXX(XX)  TYPE OF OBJECT MARKER _____ 1, 2, 3, or 4 NUMBER OF REFLECTORS OR DIRECTION _____ X = 3-Size 2 reflector units (Type 2 only) Y = 1-Size 3 reflector unit (Type 2 only) Z = 3-Size 1 or 1-Size 4 reflector unit(s) (Type 2 only) L = Left Side (Type 3 Object Marker only) R = Right Side (Type 3 Object Marker only) C = Center (Type 3 Object Marker only) TYPE OF POST _____ WC = Wing Channel Post FLX = Flexible Post TWT = Thin Walled Tubing TYPE OF MOUNT _____ GND = Embedded (drivable) SRF = Surface Mount WAS = Wedge Anchor Steel WAP = Wedge Anchor Plastic  DIRECTION _____ If Required BI = Bi-Directional			
NOTE 1. Size 1 and 4 - Direct applied reflective sheeting for use on flexible post (flx). 2. Size 2 and 3 - For use on wing channel (wc) post only. Use approved metal, plastic or fiberglass backplate with 17/64" mounting holes.					POST TYPE	WC	FLX	WC	FLX				
					MOUNT TYPE	GND	GND, SRF	GND	GND, SRF				
OBJECT MARKERS													
DEVICE	Type 1 (OM-1)	Type 2 (OM-2)			Type 3 (OM-3)			Type 4 (OM-4)		TYPE OF OBJECT MARKER _____ 1, 2, 3, or 4 NUMBER OF REFLECTORS OR DIRECTION _____ X = 3-Size 2 reflector units (Type 2 only) Y = 1-Size 3 reflector unit (Type 2 only) Z = 3-Size 1 or 1-Size 4 reflector unit(s) (Type 2 only) L = Left Side (Type 3 Object Marker only) R = Right Side (Type 3 Object Marker only) C = Center (Type 3 Object Marker only) TYPE OF POST _____ WC = Wing Channel Post FLX = Flexible Post TWT = Thin Walled Tubing TYPE OF MOUNT _____ GND = Embedded (drivable) SRF = Surface Mount WAS = Wedge Anchor Steel WAP = Wedge Anchor Plastic  DIRECTION _____ If Required BI = Bi-Directional			
	OM-1	OM-2X	OM-2Y	OM-2Z	OM-3L	OM-3R	OM-3C	OM-4					
SHEETING Yellow-Type B <sub>FL</sub> or C <sub>FL</sub> Sheeting		Yellow - Type B or C Sheeting			Alternating acrylic black and retroreflective yellow - Type B <sub>FL</sub> or C <sub>FL</sub> Sheeting			Red -Type B <sub>FL</sub> or C <sub>FL</sub> Sheeting					
POST TYPE TWT		WC		WC	FLX	TWT			TWT				
MOUNT TYPE WAS, WAP		GND		GND	GND, SRF	WAS, WAP			WAS, WAP				
BARRIER REFLECTORS (BRF)					CHEVRONS				ONE DIRECTION LARGE ARROW				
DEVICE	GF1	GF2	CTB	DEVICE					DEVICE				
1. Barrier reflectors shall meet the requirements of DMS 8600. 2. Approved Barrier Reflectors are listed on the "Barrier Reflectors" Material Producer List at: www.txdot.gov.				SIZE (W x L)	18"x 24" (Conventional)	24"x 30" (Conventional Oversize)	30"x 36" (Expressway)	36" x 48" (Freeway)	SIZE (W x L)	48" x 24" (Conventional)	60" x 30" (Expressway & Freeway)		
				MOUNTING HEIGHT	4'-0" or 7'-0"		7'-0" Only		MOUNTING HEIGHT	7'-0"			
SHEETING Yellow, White, Red				NOTE 1. CHEVRON (W1-8) signs and ONE DIRECTION LARGE ARROW (W1-6) Signs shall be installed per Sign Mounting Details (SMD) Standard Sheets and paid under Item 644 (Small Roadside Sign Assemblies). 2. The Texas version of the ONE DIRECTION LARGE ARROW sign (W1-9T) may be used instead of the ONE DIRECTIONAL LARGE ARROW (W1-6).									
NOTE 1. Minimum 9 square inches of reflective sheeting surface area.													
DEPARTMENTAL MATERIAL SPECIFICATIONS													
FLEXIBLE DELINEATOR & OBJECT MARKER POSTS (EMBEDDED & SURFACE MOUNT TYPES)										DMS-4400			
SIGN FACE MATERIALS										DMS-8300			
DELINEATORS, OBJECT MARKERS AND BARRIER REFLECTORS										DMS-8600			
NOTE: Delineator and object marker backplates and sign substrates shall be 0.080" Aluminum sign blank to conform to ASTM B-209 Alloy 6061-T6 or approved alternative.													
										Traffic Operations Division Standard			
DELINEATOR & OBJECT MARKER MATERIAL DESCRIPTION D & OM(1)-15													
FILE: dom1-15.dgn				DMS: TXDOT		CK: TXDOT		DW: TXDOT		CK: TXDOT			
© TxDOT August 2004				CONT	SECT	JOB		HIGHWAY					
REVISIONS				TBD	TBD	TBD		CR 200					
10-09 3-15				DIST	COUNTY					SHEET NO.			
4-10				AUS	WILLIAMSON					43			

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POST TYPE AND SUPPORT FOUNDATION DETAILS					TYPE OF BARRIER MOUNTS		
WING CHANNEL (WC)	FLEXIBLE POSTS (FLX)		WEDGE ANCHOR SYSTEMS		GUARD FENCE ATTACHMENT		
GND	GND	SRF	WAS	WAP	GF1	GF2	
							
<b>NOTES</b>  1. Embedded Wing Channel (WC) post option may be used for Type 2 Object Markers and Delineators only.  2. 1.12 lbs/ft steel per ASTM A 1011 SS Gr. 50, or ASTM A499.	EMBEDDED		SURFACE MOUNT	STEEL	<b>CONCRETE BARRIER / BRIDGE RAIL</b>  CTB 		
	NOTES 1. See "Flexible Delineator and Object Marker Posts" Material Producer List for approved devices. 2. Install per manufacturer's recommendations. 3. Post length may vary to meet field conditions.		NOTE 1. Install per manufacturer's recommendations.				
TYPES 1,3, AND 4 OBJECT MARKERS AND CHEVRONS		CHEVRONS AND ONE DIRECTION LARGE ARROW SIGN		DELINEATORS AND TYPE 2 OBJECT MARKERS			
 <b>NOTE</b> Mounting at 4 feet to the bottom of the chevron is permitted for chevrons that will not exceed a height of 6'-6" to the top of the chevron (sizes 24" x 30" and smaller)		 <b>NOTE</b> Chevrons 30" x 36" and larger shall be mounted at a height of 7' to the bottom of the chevron. Chevron sign and ONE DIRECTIONAL LARGE ARROW sign (W1-9T) shall be installed per SMD standard sheets and paid under item 644.		 See general notes 1, 2 and 3.			
				<b>GENERAL NOTES</b> 1. Place delineators on a section of roadway at a consistent distance from the edge of pavement. 2. Where a restriction prevents consistent placement from the pavement edge, place the affected object markers in line with the innermost edge of the obstruction. 3. When Type 2 object markers and delineators are more than 8'-0" from the edge of the pavement, it may not be possible to maintain a height of approximately 4'-0". If this is the case, place the object marker or delineator as close to the desired height as possible. 4. Install all delineators, object markers and barrier reflectors in accordance with the manufacturer's recommendation. 5. Barrier reflectors should be installed a minimum of 18 inches above the edge of the pavement surface.			
				 <b>DELINATOR &amp; OBJECT MARKER INSTALLATION</b> <b>D &amp; OM(2)-15</b> FILE: dom2-15.dgn © TxDOT August 2004 10-09 3-15 CONT. SECT. JOB. HIGHWAY TBD TBD TBD CR 200 DIST. COUNTY SHEET NO. AUS WILLIAMSON 44			
				20B			

Amount by which Advisory Speed Is less than Posted Speed	Warning Devices Needed
5 MPH & 10 MPH	RPMs
15 MPH & 20 MPH	RPMs, and Delineators or RPMs and ONE DIRECTION LARGE ARROW (W1-6) or (W1-9T) sign
25 MPH & Greater	RPMs and Chevrons

Diagram illustrating the placement of curve spacing signs on a two-lane road. The diagram shows a road with a dashed centerline and solid edge lines, curving to the right. Signs are placed at the beginning and end of the curve. Labels include:

- Straightaway Spacing (Approaching/Departing Curve)
- One direction large arrow (W1-6) or (W1-9T) sign
- Curve Spacing
- Extension of the centerline of the target section of approach lane
- Straightaway Spacing (Approaching/Departing Curve)

Curves less than 1 degree do not normally require delineators.

WHEN DEGREE OF CURVE OR RADIUS IS KNOWN				
Degree of Curve	FEET			
	Radius of Curve	Spacing in Curve	Spacing in Straightaway	Chevron Spacing in Curve
		A	2A	B
1	5730	225	450	—
2	2865	160	320	—
3	1910	130	260	200
4	1433	110	220	160
5	1146	100	200	160
6	955	90	180	160
7	819	85	170	160
8	716	75	150	160
9	637	75	150	120
10	573	70	140	120
11	521	65	130	120
12	478	60	120	120
13	441	60	120	120
14	409	55	110	80
15	382	55	110	80
16	358	55	110	80
19	302	50	100	80
23	249	40	80	80
29	198	35	70	40
38	151	30	60	40
57	101	20	40	40

<div> <div>DELINEATOR AND CHEVRON</div> <div>SPACING</div> </div>			
WHEN DEGREE OF CURVE OR RADIUS IS NOT KNOWN			
Advisory Speed (MPH)	Spacing in Curve	Spacing in Straightaway	Chevron Spacing in Curve
	A	2xA	B
65	130	260	200
60	110	220	160
55	100	200	160
50	85	170	160
45	75	150	120
40	70	140	120
35	60	120	120
30	55	110	80
25	50	100	80
20	40	80	80
15	35	70	40

CONDITION	REQUIRED TREATMENT	MINIMUM SPACING
Exp. Tangent	RPMS	See PM-series and FPM-series standard sheets
Exp. Curve <sup>1</sup>	Single delineators on right side	See delineator spacing table
EXP.	Single delineators on at least one side of ramp (should be on outside of curves) (see Detail 4 on D&OM(4))	100 feet on ramp tangents. Use delineator spacing table for ramp curves ("straightway spacing" does not apply to ramp curves).
Acceleration/Deceleration	Double delineators (see Detail 4 on D&OM(4))	100 feet (See Detail 4 on D & OM)
Escape Ramp	Single red delineators on both sides	50 feet
Rail (steel or concrete) and Metal Guard Fence or CTB	Bi-Directional Delineators when undivided with one lane each direction  Single Delineators when multiple lanes each direction	Equal spacing (100' max) but not less than 3 delineators
Rail Terminus/Impact	Divided highway - Object marker on approach end. Undivided 2-lane highways - Object marker on approach and departure end.	Requires Type 3 Object Marker or reflective sheeting provided by manufacturer per D & OM(VIA).
Approaches with no Approach	Type 3 Object Marker at end of rail and 3 single delineators approaching rail.	See Detail 2 on D & OM(4)
Reduced Width Approaches to the Rail	Type 2 Object Markers and 3 single delineators approaching bridge.	See Detail 1 on D & OM(4)
Approaches without MBGF	Type 2 Object Markers	See Detail 3 on D & OM(4)
Overpasses	Double yellow delineators or RPM's	See Detail 5 on D & OM (4)
Permanent Narrowing (merge) on Freeways/Expressway	Single delineators adjacent to affected lane for full length of transition	100 feet

1. Delineators not required in urban areas with continuous illumination.
2. Unless indicated otherwise, the delineator or barrier reflector color shall conform to the color of the pavement edge line on the side of the road where the delineators or barrier reflectors are placed.
3. Barrier reflectors may be used to replace required delineators.
4. Single red delineators may be mounted on the back side of delineator posts for wrong way driver applications

	Bi-directional Delineator
	Delineator
	Sign

D & OM(3) - 15B

FILE: dom3-15b.dgn		DN: TXDOT		CK: TXDOT		DW: TXDOT		CK: TXDOT	
© TXDOT August 2004		CONT SECT		JOB		HIGHWAY			
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3-15		DIST		COUNTY				SHEET NO.	
8-15		AUS		WILLIAMSON				45	








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**DISCLAIMER:**



1. Barricade striping shall be red and white reflective sheeting for all permanent road closures.
2. Barricade striping is red and white sloping toward the center of the roadway.
3. Type 3 Barricade Supports should be anchored to soil or pavement as described in compliant Work Zone Traffic Control Devices List, section D.2.f and D.2.g.

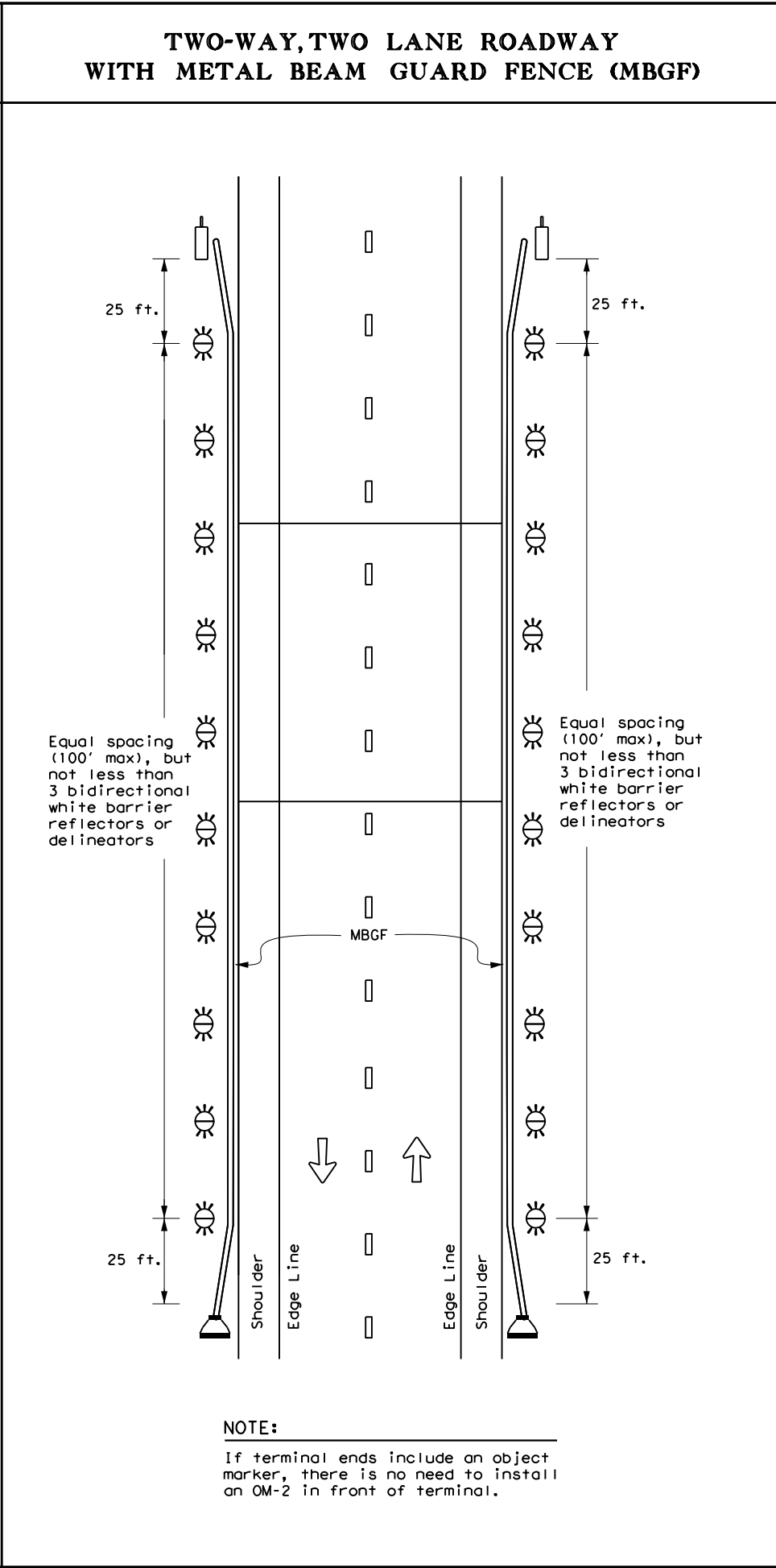
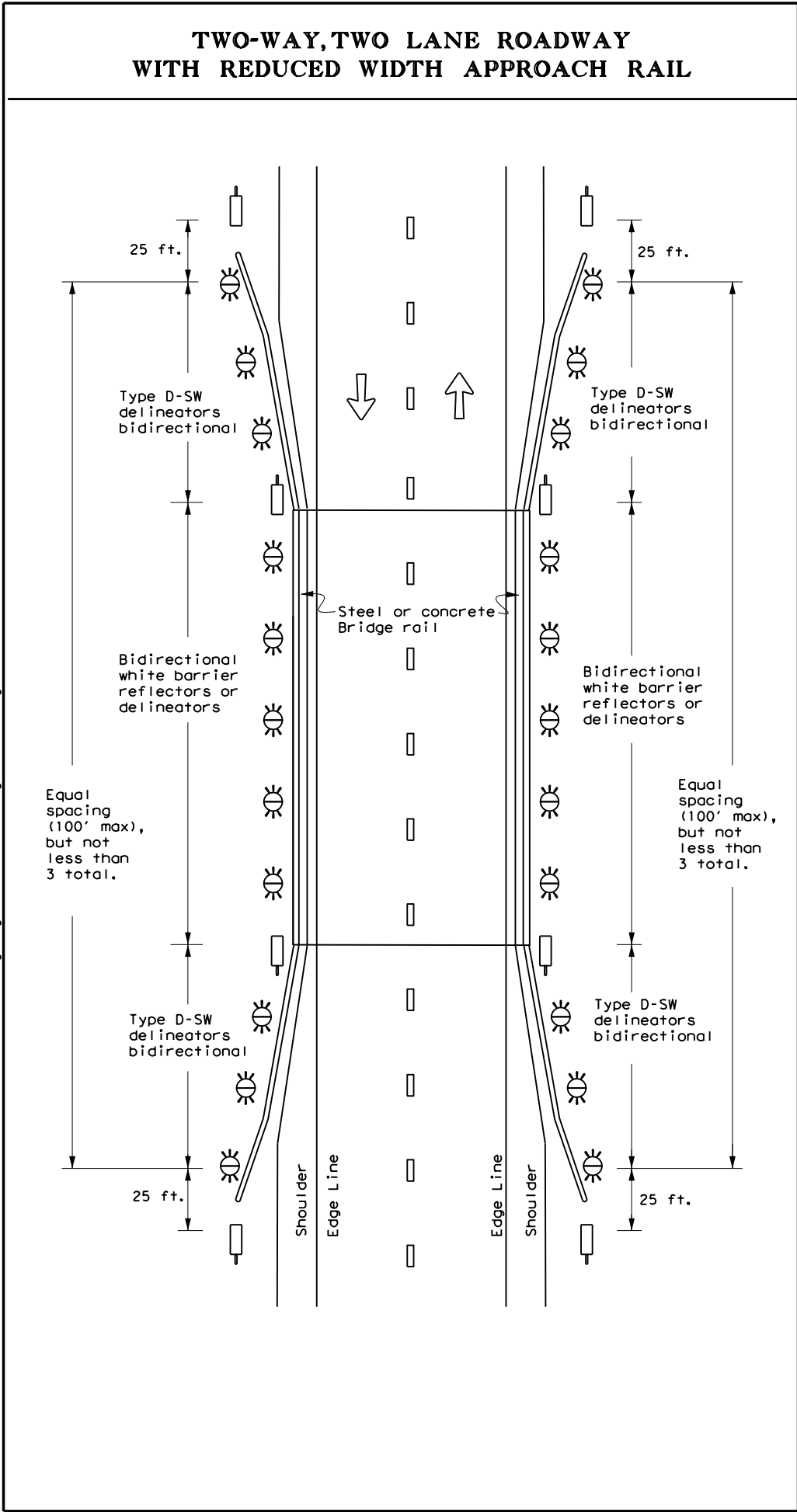


LEGEND	
	Bidirectional Delineator
	Delineator
	OM-3
	Barricade
	Sign
	OM-2
	Double Delineator

 <p><b>Texas Department of Transportation</b></p>	<p><b>Traffic Operations Division Standard</b></p>
<h1 style="margin: 0;">DELINEATOR &amp; OBJECT MARKER PLACEMENT DETAILS</h1> <h2 style="margin: 0;">D &amp; OM(4) - 15</h2>	
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<div style="display: flex; justify-content: space-between;"> <span>© TxDOT August 2004</span> <span>CONT</span> <span>SECT</span> <span>JOB</span> <span>HIGHWAY</span> </div>	
<div style="display: flex; justify-content: space-between;"> <span>3-15 REVISIONS</span> <span>TBD</span> <span>TBD</span> <span>TBD</span> <span>CR 200</span> </div>	
<div style="display: flex; justify-content: space-between;"> <span></span> <span>DIST</span> <span>COUNTY</span> <span></span> <span></span> </div>	
<div style="display: flex; justify-content: space-between;"> <span>AUS</span> <span>WILLIAMSON</span> <span></span> <span></span> <span>SHEET NO. 46</span> </div>	

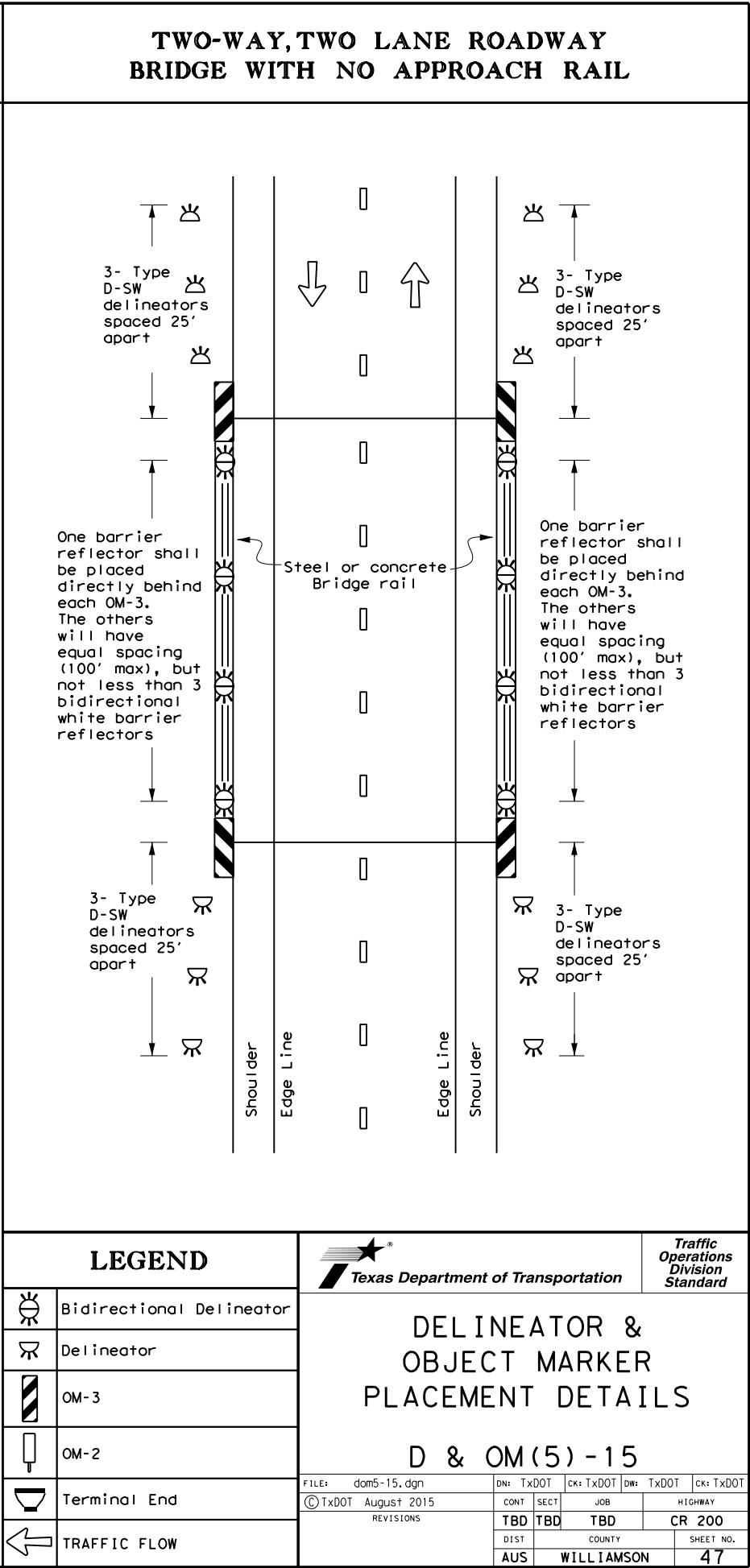
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


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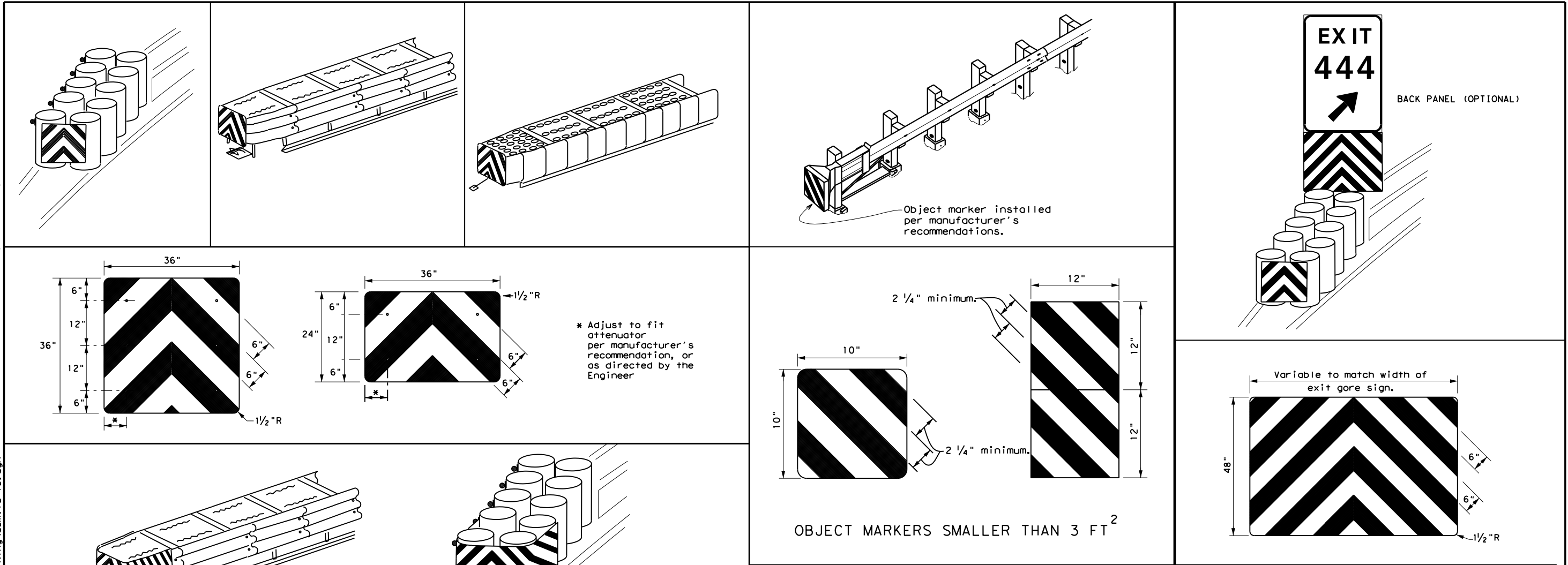
**NOTE:**

If terminal ends include an object marker, there is no need to install an OM-2 in front of terminal.



LEGEND		 Texas Department of Transportation		Traffic Operations Division Standard			
	Bidirectional Delineator	<div>DELINEATOR &amp; OBJECT MARKER PLACEMENT DETAILS</div> <div>D &amp; OM(5) - 15</div>					
	Delineator						
	OM-3						
	OM-2						
	Terminal End						
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		© TxDOT August 2015	CONT	SECT	JOB		HIGHWAY
		REVISIONS	TBD	TBD	TBD		CR 200
			DIST	COUNTY		SHEET NO.	
			AUS	WILLIAMSON		47	

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NOTES

- Object Markers shall conform to the Texas MUTCD and meet the color and reflectivity requirement of Department Material Specification DMS 8300. Background shall be yellow reflective sheeting (Type B or C) and Chevron shall be black.
- Object Markers may be fabricated from adhesive backed reflective sheeting applied directly to guardrail end treatment, or applied directly to an "end cap" as per the manufacturer's recommendation. Direct applied sheeting shall provide a smooth surface and have no wrinkles, air bubbles, cuts or tears. A radius at the corners is not required for direct applied sheeting.
- Object Marker size may be reduced to fit smaller devices. Width of alternating black and yellow stripes are typically 6". Object Markers smaller than 3ft may have reduced width stripes of a minimum of 2 1/4".
- Pop rivets, screws, or nuts and bolts may be used to attach object markers and reflectors. Holes, slots or other openings may be cut or drilled through object markers to allow cable or other attachments.
- Object Marker at nose of attenuator is subsidiary to the attenuator.
- See D & OM (1-4) for required barrier reflectors.

NOTES

- Spacing should be adjusted to attach through centerline of drum, per attenuator manufacturer's recommendation, or as directed by the Engineer.
- Mounting should be flush with top of attenuator. Minimum size 96" x 24".



Texas Department of Transportation

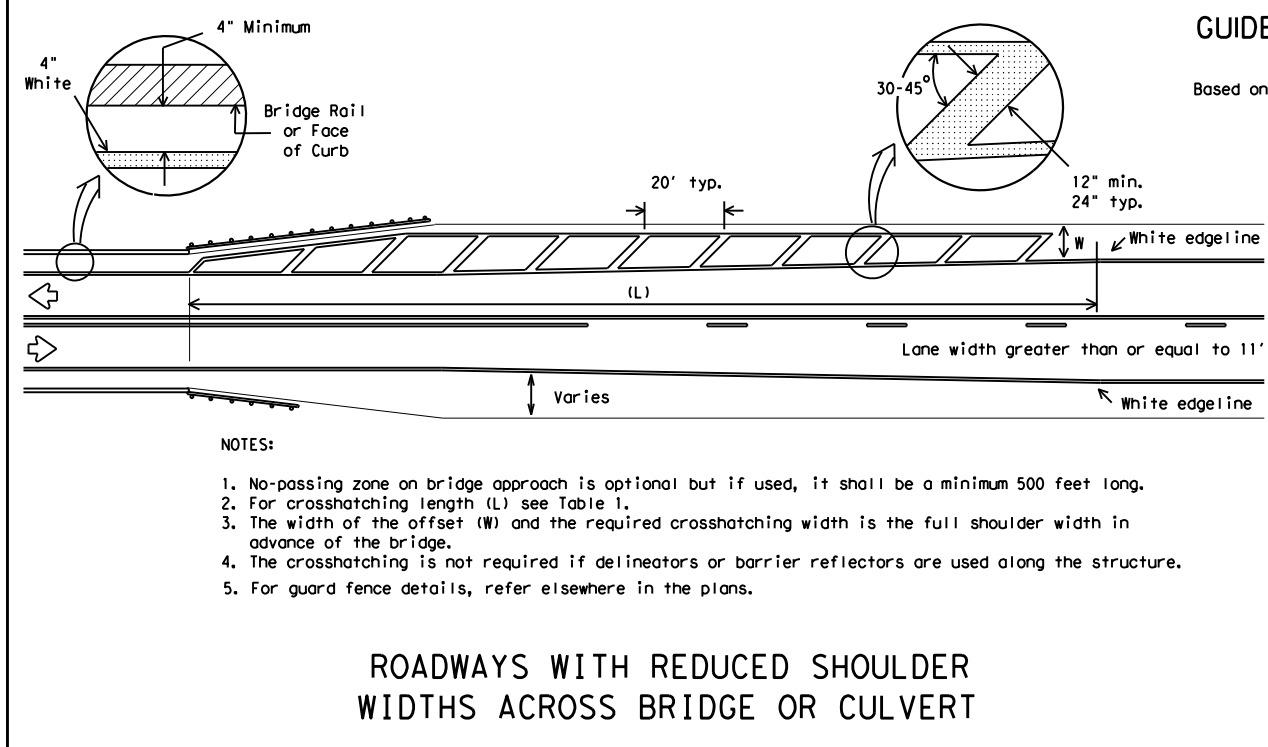
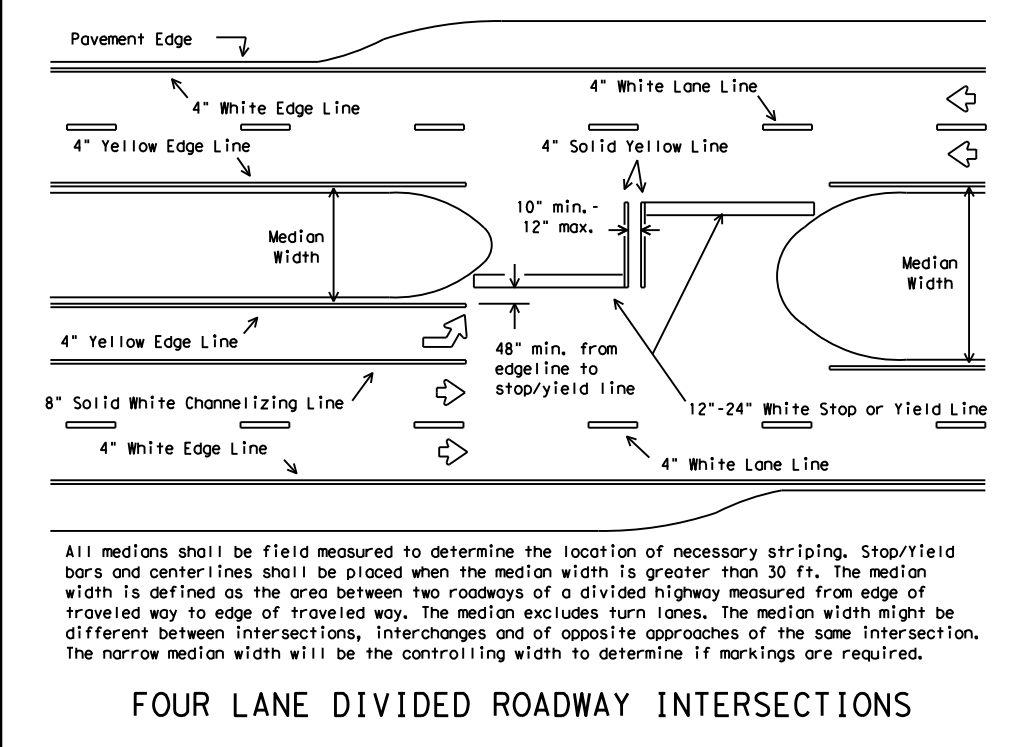
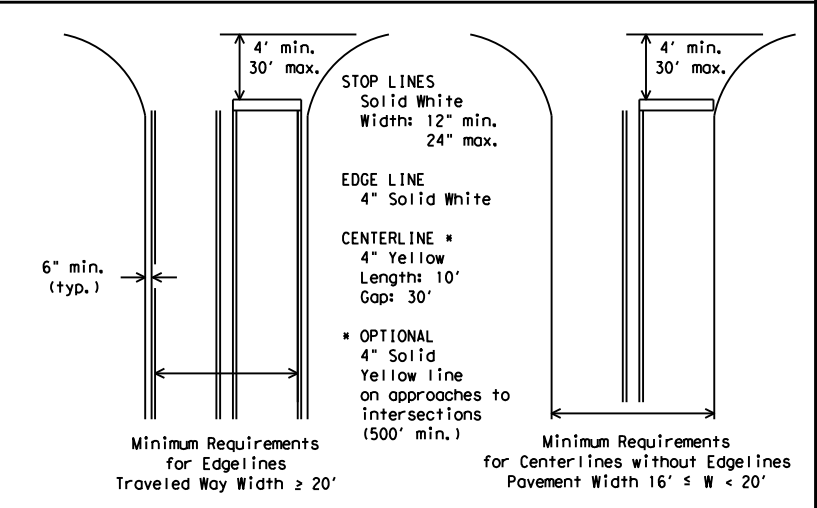
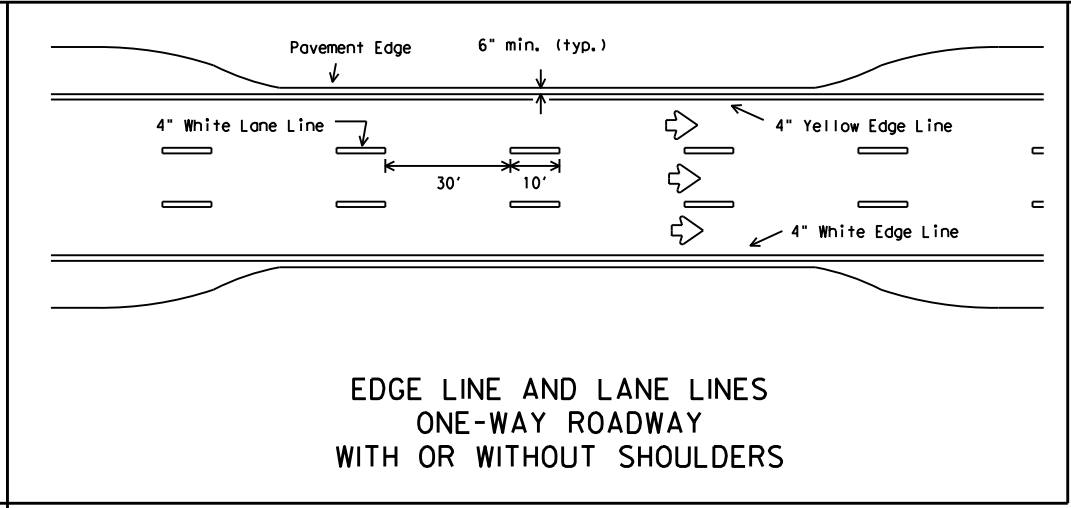
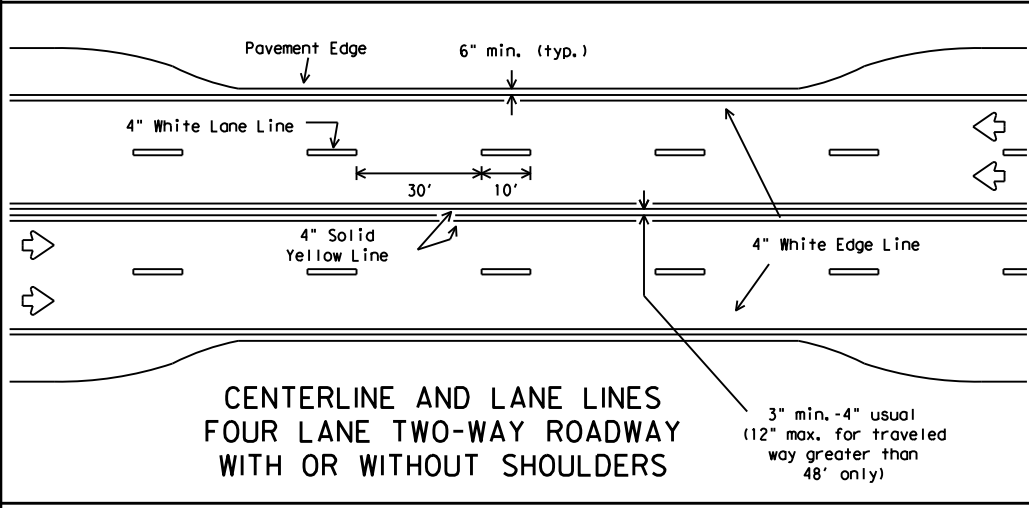
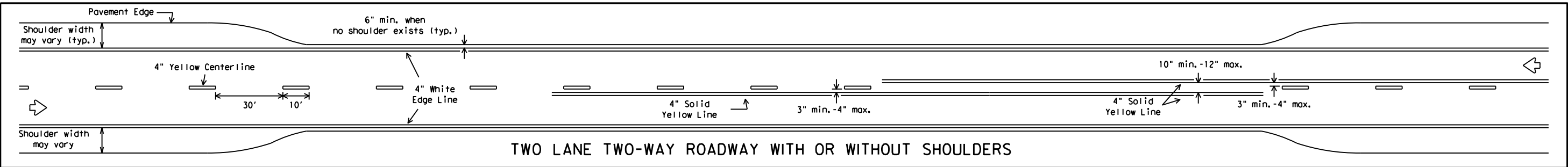
DELINEATOR &  
OBJECT MARKER  
FOR VEHICLE IMPACT  
ATTENUATORS  
D & OM(VIA)-15

FILE: domvia15.dgn	DN: TxDOT	CK: TxDOT	OW: TxDOT	CR: TxDOT
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REVISIONS	TBD	TBD	TBD	CR 200
4-92 8-04	DIST	COUNTY	SHEET NO.	
8-95 3-15	AUS	WILLIAMSON	48	
4-98				

206

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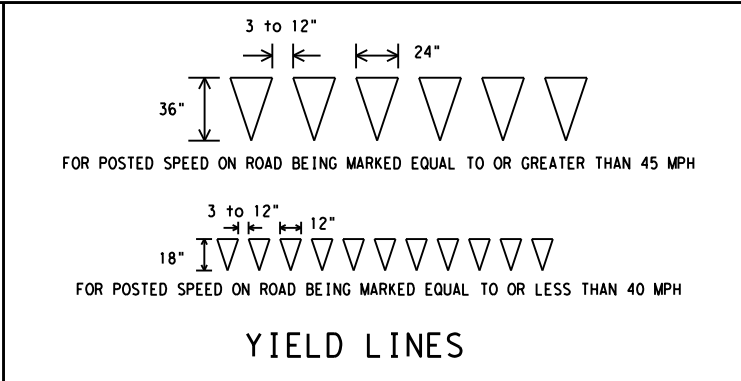


**GENERAL NOTES**

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.



**GUIDE FOR PLACEMENT OF STOP LINES, EDGE LINE & CENTERLINE**  
Based on Traveled Way and Pavement Widths for Undivided Highways

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.



Texas Department of Transportation  
Traffic Operations Division

**TYPICAL STANDARD PAVEMENT MARKINGS**

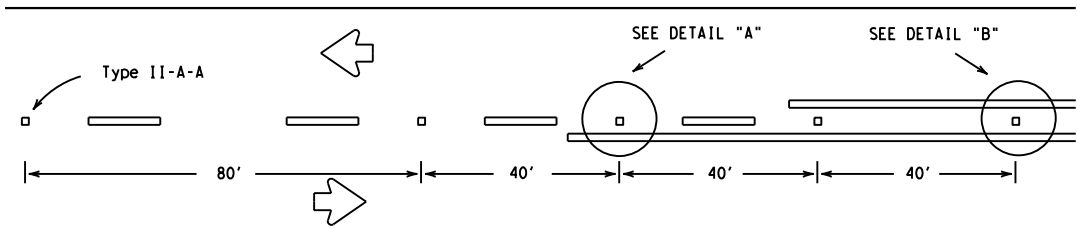
**PM(1)-12**

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8-95 2-12	CONT	SECT	JOB	HIGHWAY
5-00	TBD	TBD	TBD	CR 200
8-00	DIST	COUNTY		SHEET NO.
3-03	AUS	WILLIAMSON		49

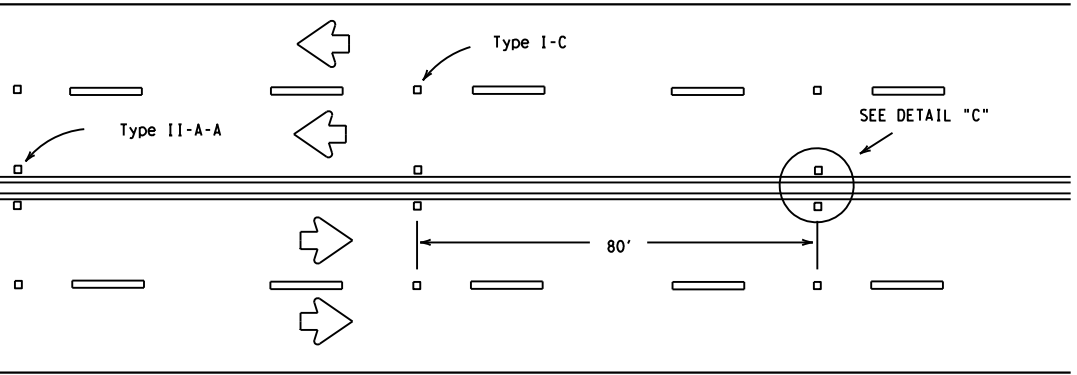
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REFLECTIVE RAISED PAVEMENT MARKERS  
FOR VEHICLE POSITIONING GUIDANCE

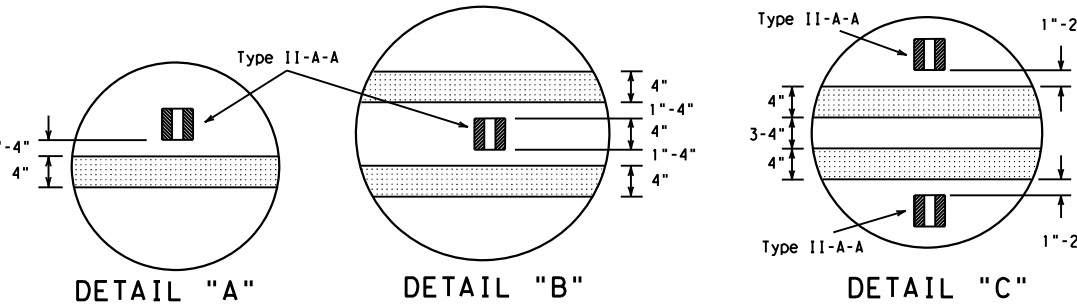


CENTERLINE FOR ALL TWO LANE ROADWAYS



CENTERLINE & LANE LINES  
FOR FOUR LANE TWO-WAY HIGHWAYS

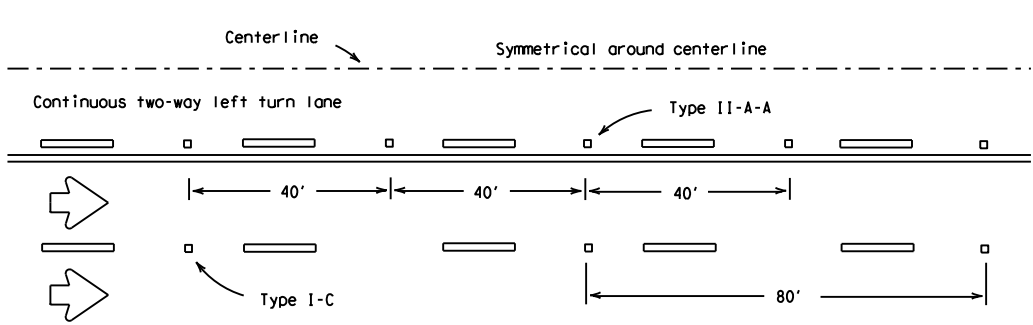
Raised pavement marker Type I-C, clear face toward normal traffic, shall be placed on 80-foot centers.



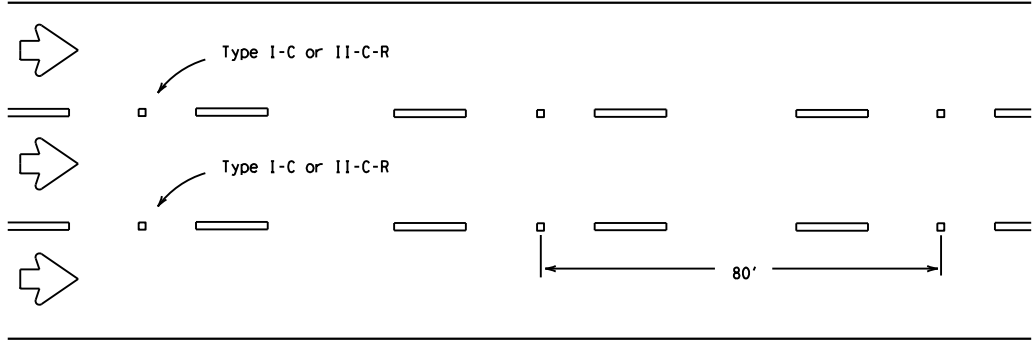
DETAIL "A"

DETAIL "B"

DETAIL "C"

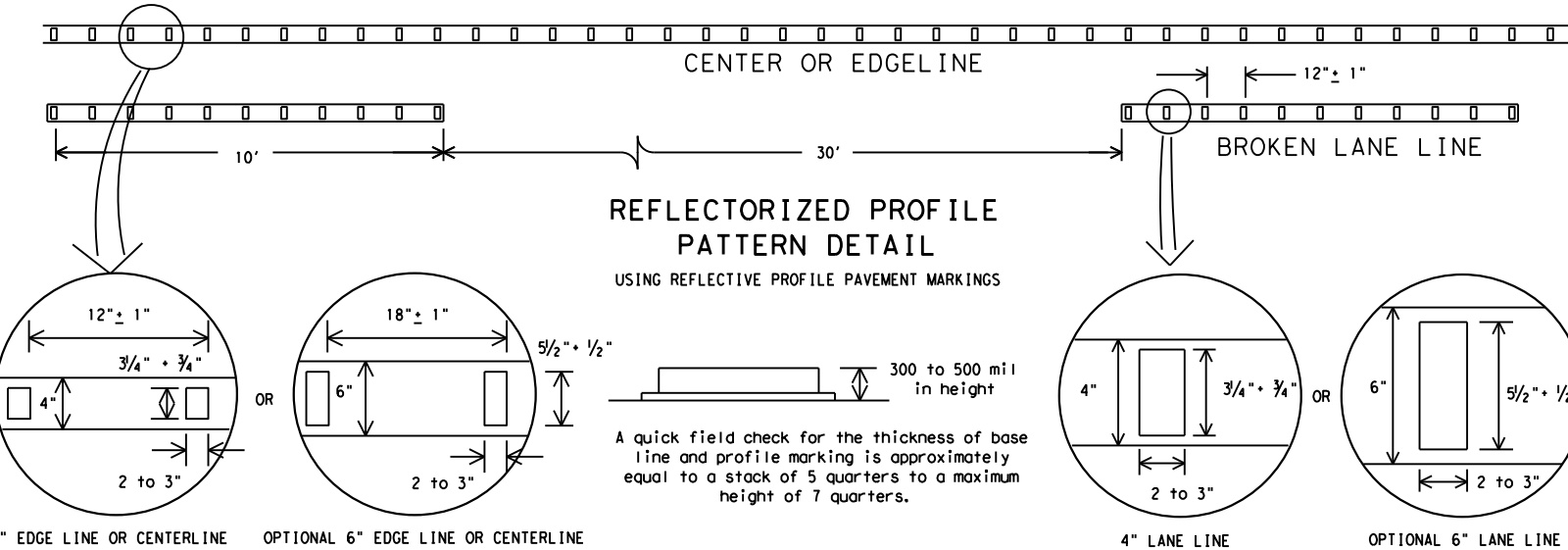


CENTERLINE AND LANE LINES FOR TWO-WAY LEFT TURN LANE



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.



REFLECTORIZED PROFILE  
PATTERN DETAIL  
USING REFLECTORIZED PROFILE PAVEMENT MARKINGS

A quick field check for the thickness of base line and profile marking is approximately equal to a stack of 5 quarters to a maximum height of 7 quarters.

NOTE:  
Profile markings shall not be placed on roadways with a posted speed limit of 45 MPH or less.

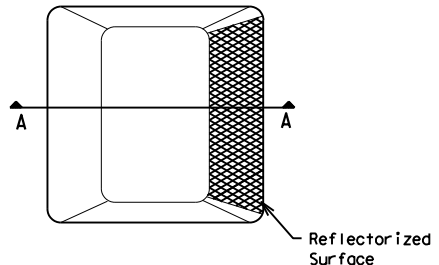
GENERAL NOTES

All raised pavement markers placed in broken lines shall be placed in line with and midway between the stripes.

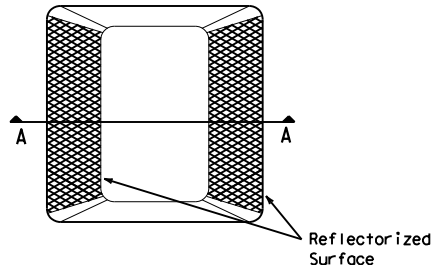
On concrete pavements the raised pavement markers should be placed to one side of the longitudinal joints.

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

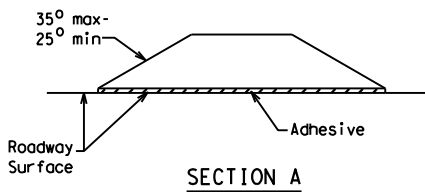
All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



Type I (Top View)



Type II (Top View)



SECTION A

RAISED PAVEMENT MARKERS

Texas Department of Transportation  
Traffic Operations Division

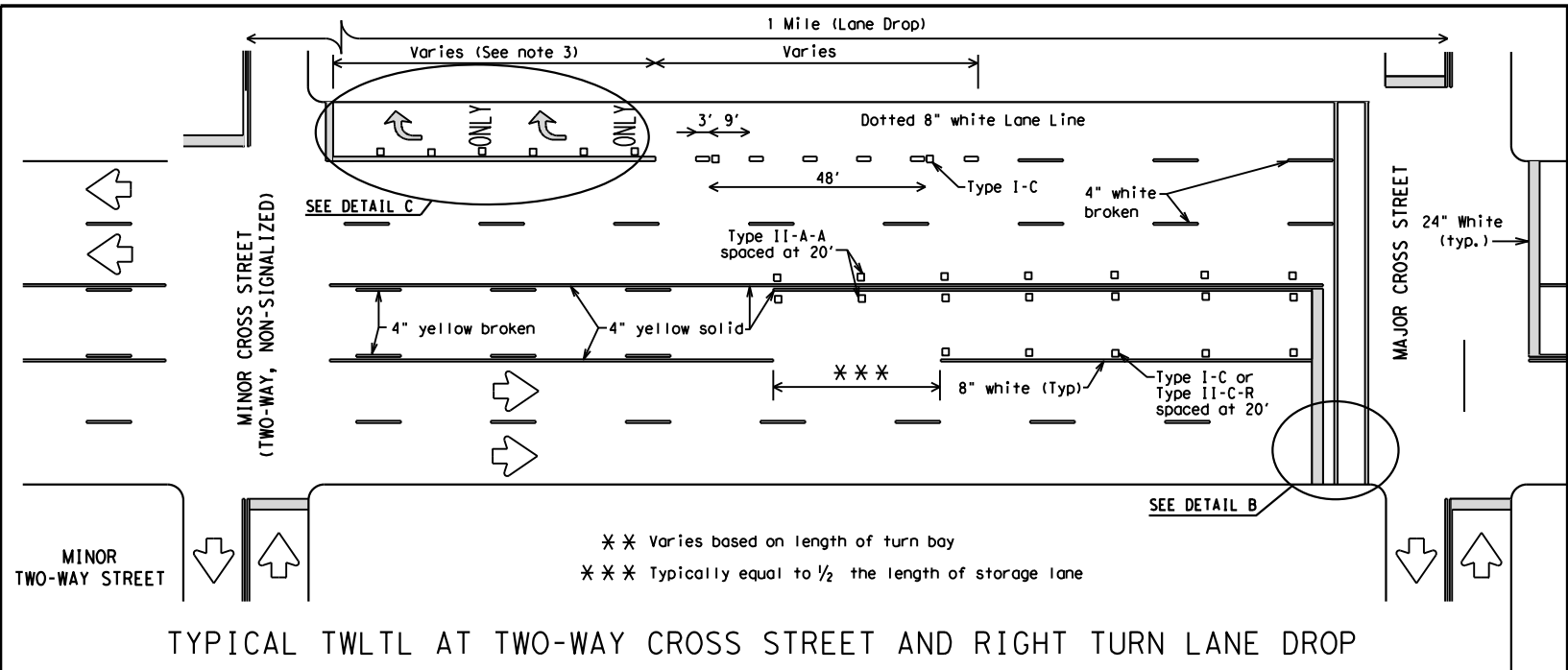
POSITION GUIDANCE USING  
RAISED MARKERS  
REFLECTORIZED PROFILE  
MARKINGS

PM(2) - 12

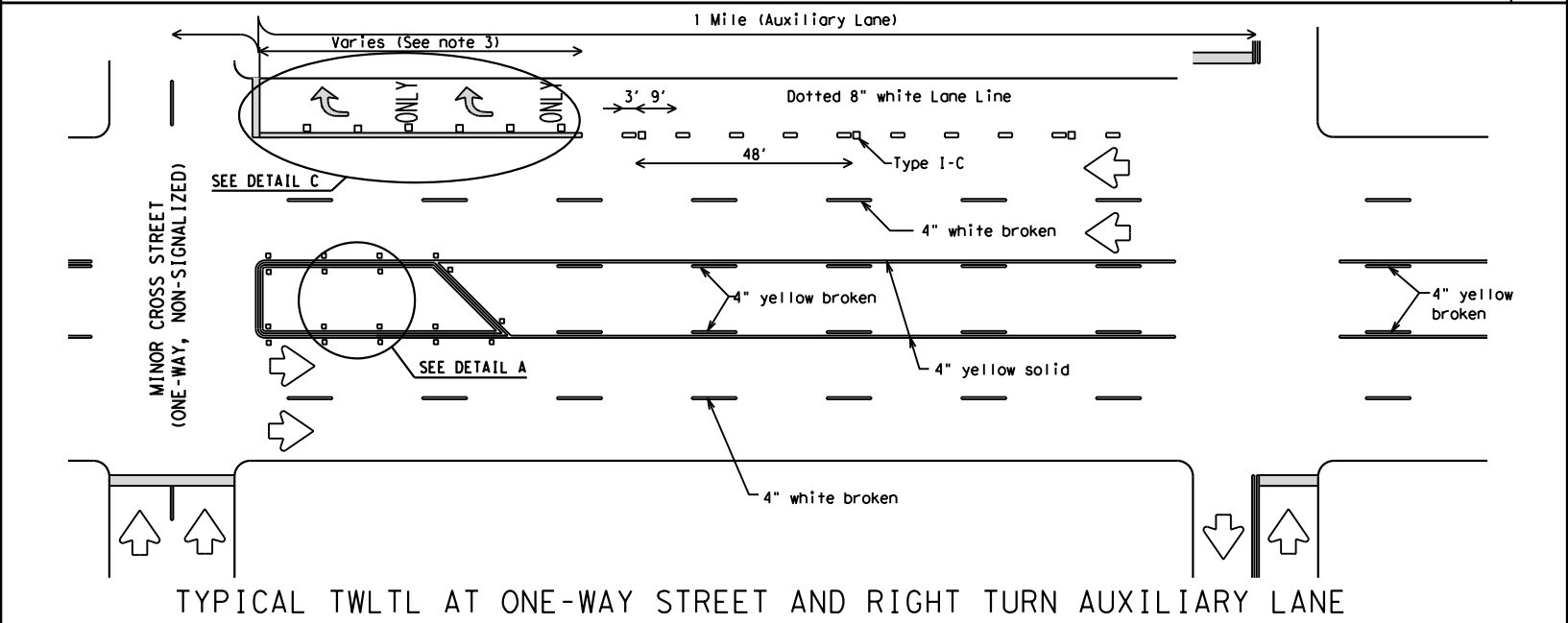
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REVISIONS		CONT	SECT	JOB	HIGHWAY
4-92	2-10	TBD	TBD	TBD	CR 200
5-00	2-12				
8-00		DIST	COUNTY		SHEET NO.
2-08		AUS	WILLIAMSON		50

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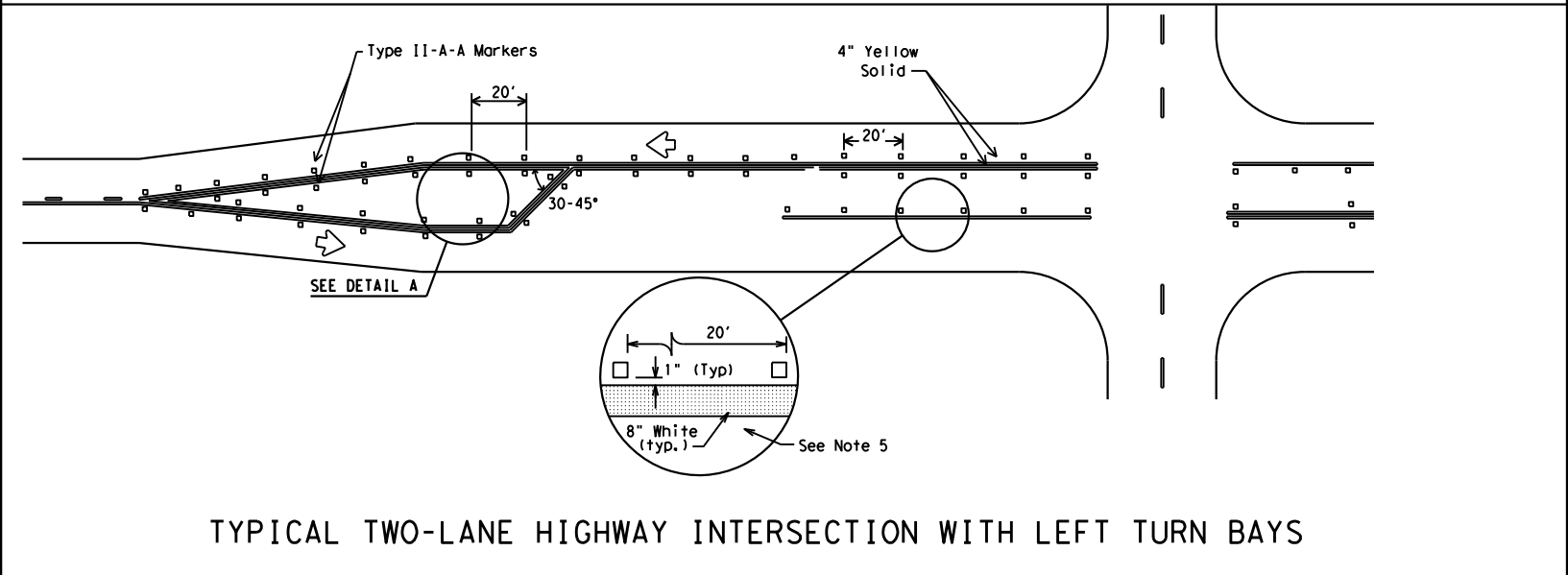
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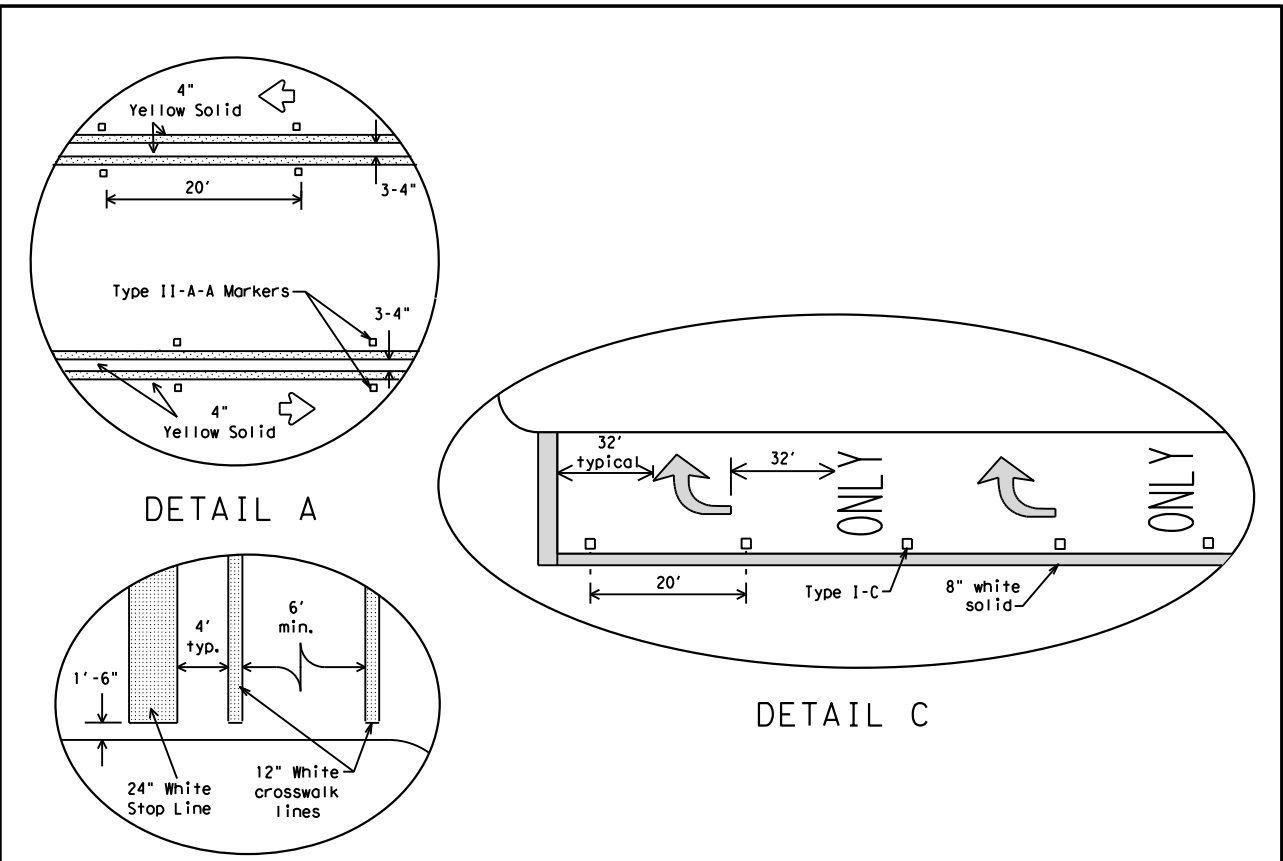
TYPICAL TWLTL AT TWO-WAY CROSS STREET AND RIGHT TURN LANE DROP



TYPICAL TWLTL AT ONE-WAY STREET AND RIGHT TURN AUXILIARY LANE



TYPICAL TWO-LANE HIGHWAY INTERSECTION WITH LEFT TURN BAYS

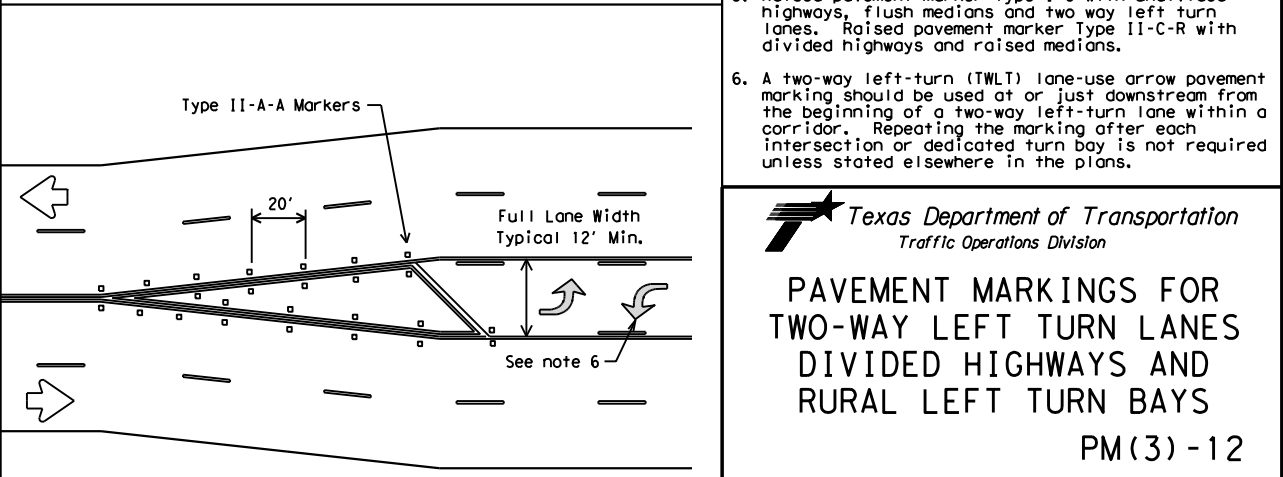


Final placement of Stop Bar and Crosswalk shall be approved by the Engineer in the field.

DETAIL B

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



TYPICAL TRANSITION FOR TWLTL AND DIVIDED HIGHWAY

GENERAL NOTES

1. Refer elsewhere in plans for additional RPM placement and details.
2. Lane use word and arrow markings shall be used where through lanes approaching an intersection become mandatory turn lanes. Lane use word and arrow markings should be used in auxiliary lanes of substantial length. Lane use arrow markings or word and arrow markings may be used in other lanes and turn bays for emphasis. Details for words and arrows as shown in the Standard Highway Sign Designs for Texas.
3. When lane used word and arrow markings are used, two sets of arrows should be used if the length of the bay is greater than 180 feet. When a single lane use arrow or word and arrow marking is used for a short turn lane, it should be located at or near the upstream end of the full-width turn lane.
4. Other crosswalk patterns as shown in the "Texas Manual on Uniform Traffic Control Devices" may be used.
5. Raised pavement marker Type I-C with undivided highways, flush medians and two way left turn lanes. Raised pavement marker Type II-C-R with divided highways and raised medians.
6. A two-way left-turn (TWLTL) 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

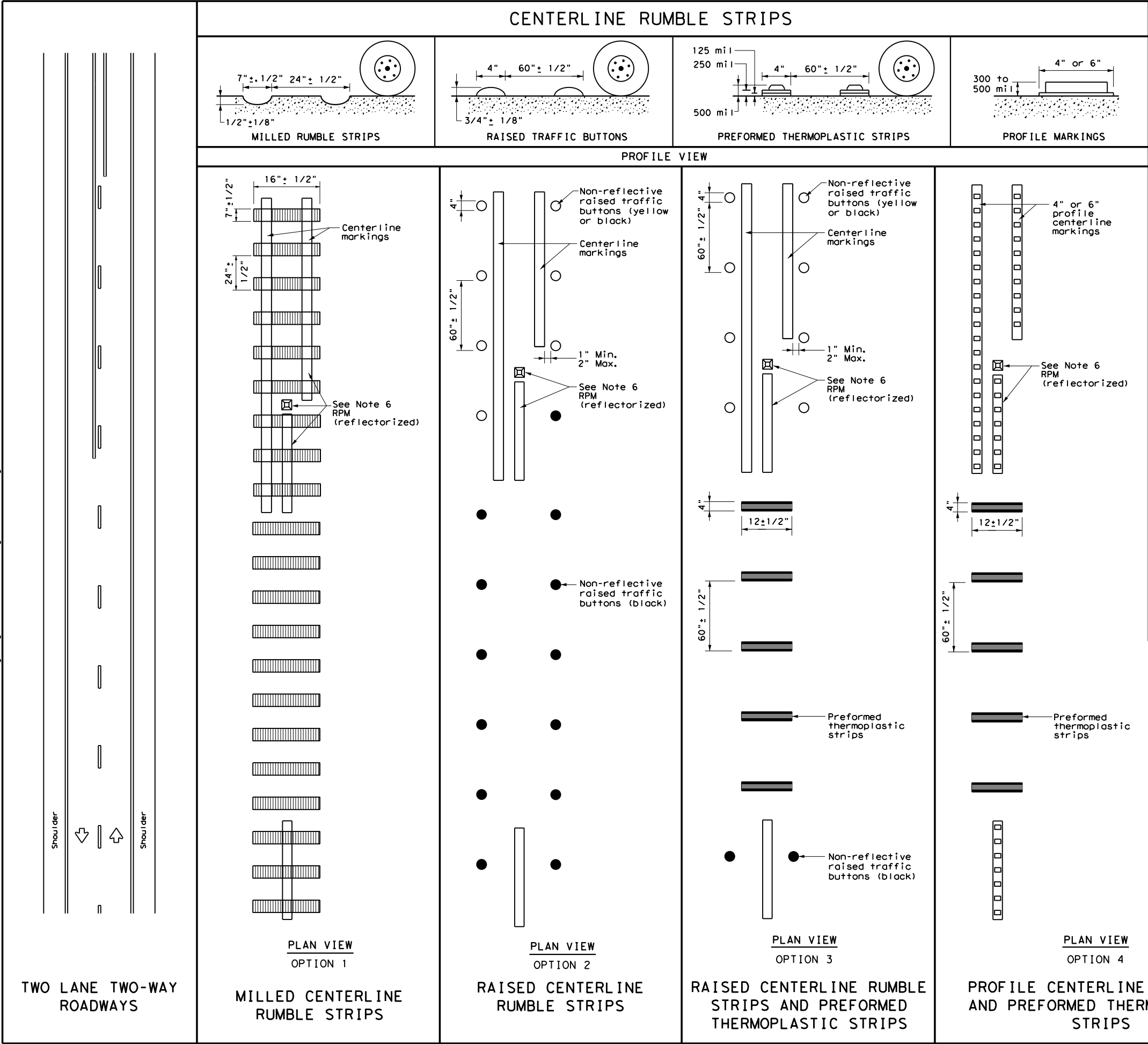
PAVEMENT MARKINGS FOR  
TWO-WAY LEFT TURN LANES  
DIVIDED HIGHWAYS AND  
RURAL LEFT TURN BAYS

PM(3) - 12

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5-00	2-12	TBD	TBD	TBD	CR 200
8-00					
3-03					
2-10					
		DIST	COUNTY		SHEET NO.
		AUS	WILLIAMSON		51

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GENERAL NOTES

1. This standard sheet provides guidelines for installing centerline rumble strips on two-lane highways with or without shoulders.
  2. Centerline and edgeline rumble strips or profile markings shall not be placed on roadways with a posted speed limit of 45 MPH or less.
  3. Milled rumble strips are preferred when adequate pavement depth is available. If pavement thickness is less than 2 inches, milled rumble strips shall not be used. Rumble strips shall not be milled or depressed into bridge decks.
  4. See dimensions for milled rumble strips. Other shapes and dimensions may be used if approved by the Traffic Operations Division.
  5. Breaks in milled centerline rumble strips shall occur at least 50 feet and no more than 150 feet in advance of bridges, railroad crossings, intersections and driveways with high usage of large trucks.
  6. Use Standard Sheet PM(2) for positioning, dimensioning, and spacing of all reflective raised pavement markers, and dimensions pavement markings and profile markings.
  7. Consideration should be given to noise levels when centerline rumble strips are installed near residential areas, schools, churches, etc. A minimum of 3/8 inch depth of milled rumble strip may be considered in these areas.
  8. Pavement markings must be applied over milled centerline rumble strips.
- WHEN INSTALLING CENTERLINE RUMBLE STRIPS:**
9. Raised rumble strips consisting of non-reflective raised traffic buttons may be used. Non-reflective raised traffic buttons can be affixed to asphalt or concrete with bitumen or adhesives, as per manufacturer's recommendations.
  10. When using non-reflective raised traffic buttons as a centerline rumble strip, the button shall be placed adjacent to the pavement marking delineating the centerline. The buttons will be paid for under Item 672, "Raised Pavement Markers." Non-reflective traffic buttons must meet the requirements of DMS-4300.
  11. The color of the button should be yellow for a continuous no passing roadway. Black buttons should be used in areas where passing is allowed.
- WHEN INSTALLING EDGELINE RUMBLE STRIPS WITH OR WITHOUT CENTERLINE RUMBLE STRIPS ON UNDIVIDED HIGHWAYS:**
12. See standard sheet RS(4).

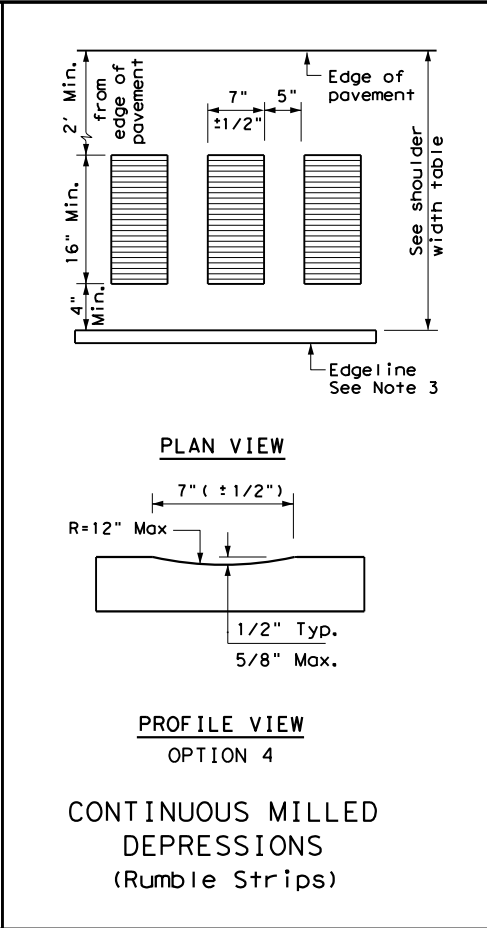
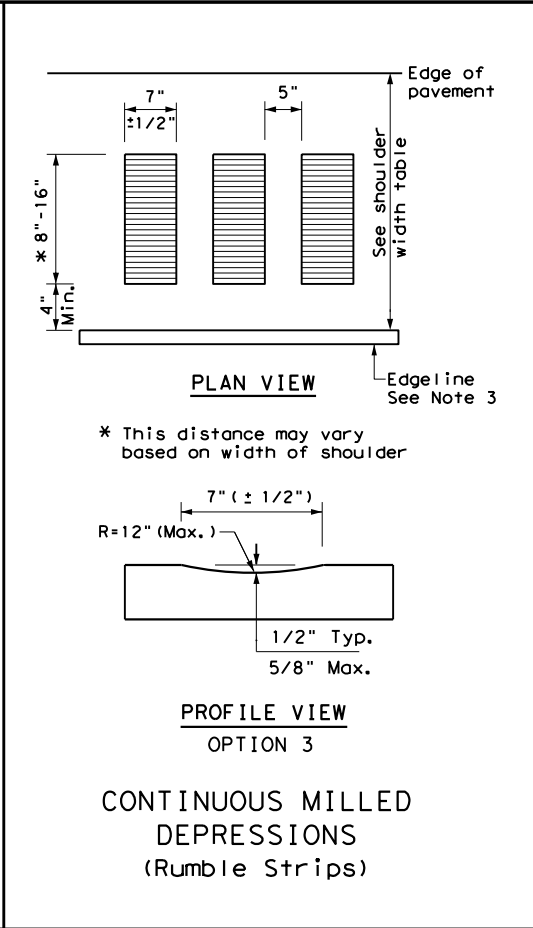
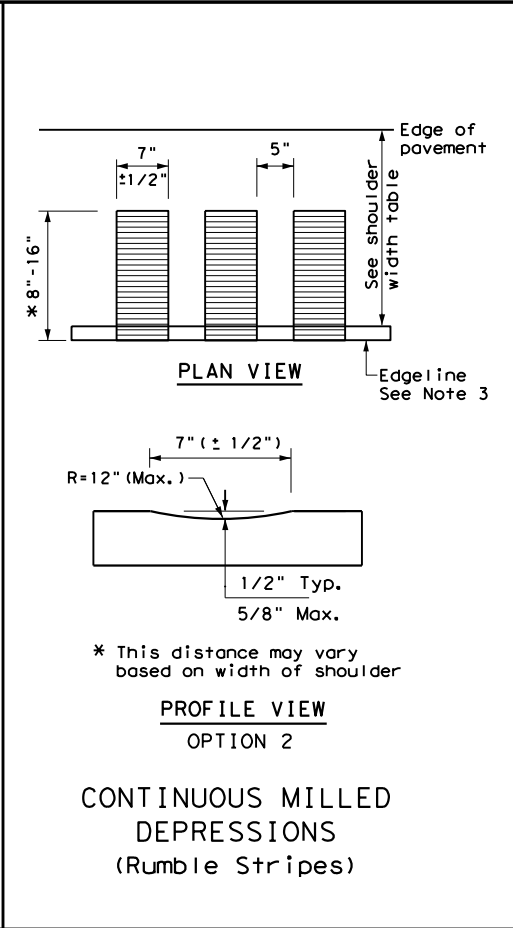
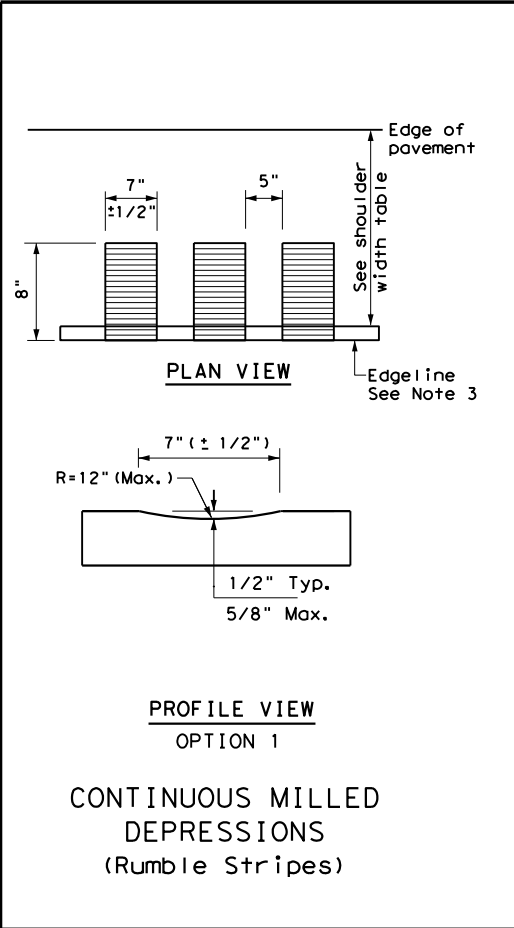
Texas Department of Transportation  
Traffic Operations Division Standard

**CENTERLINE RUMBLE STRIPS ON TWO LANE TWO-WAY HIGHWAYS**

**RS(3) - 13**

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DIST	AUS	COUNTY	WILLIAMSON	SHEET NO. 52

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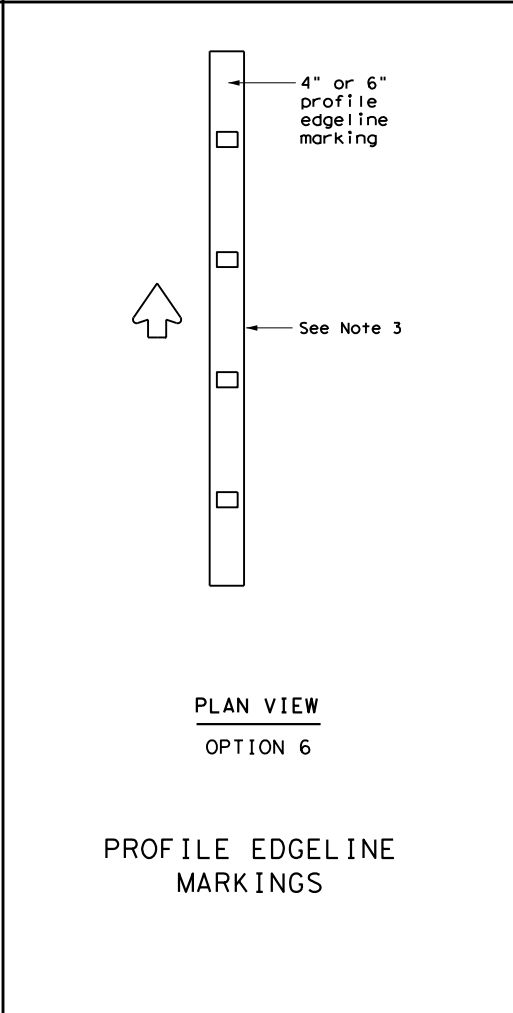
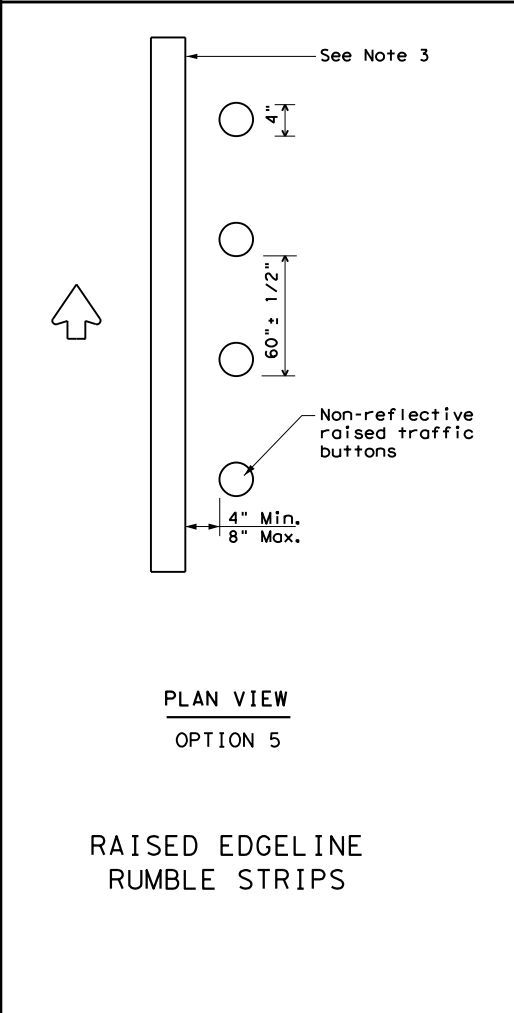


GENERAL NOTES


1. Rumble strips and profile markings shall not be placed on roadways with a posted speed limit of 45 MPH or less.
  2. Milled rumble strips are preferred when adequate pavement depth is available. If pavement thickness is less than 2 inches, milled rumble strips shall not be used. Rumble strips shall not be milled or depressed into bridge decks.
  3. Use Standard Sheet PM(2) for positioning, dimensioning, and spacing of all reflective raised pavement markers, pavement markings, and profile markings.
  4. See the table below for determining what options may be used for edgeline rumble strips.
- WHEN INSTALLING MILLED DEPRESSION EDGELINE RUMBLE STRIPS:
5. See dimensions for milled rumble strips. Other shapes and dimensions may be used if approved by the Traffic Operations Division.
  6. Pavement markings can be applied over milled shoulder rumble strips to create an edgeline rumble stripe.
  7. Breaks in edgeline rumble strips shall occur at least 50 feet and no more than 150 feet in advance of bridges, railroad crossings, intersections and driveways with high usage of large trucks when installed on conventional highways.
  8. Rumble strips shall not be placed across exit or entrance ramps, acceleration and deceleration lanes, crossovers, gore areas or intersections with other roadways.
  9. Consideration should be given to noise levels when edgeline rumble strips are installed near residential areas, schools, churches, etc. A minimum of 3/8 inches depth of milled rumble strip may be considered in these areas.
  10. On roadways with high bicycle activity, consideration should be given before the installation of edgeline rumble strips. Things to consider include size of rumble strips, rumble strip material and location of rumble strips on the shoulder. If the designer determines that gaps are needed in the rumble strips due to bicycle use of the road, then follow the requirement shown in FHWA Technical Advisory T5040.39, or latest version. A detail of the spacing shall be included in the plans.

WHEN INSTALLING RAISED OR PROFILE EDGELINE RUMBLE STRIPS:

11. Raised rumble strips consisting of non-reflective raised traffic buttons may be used. Non-reflective raised traffic buttons can be affixed to asphalt or concrete with bitumen or adhesives, as per the manufacturer's recommendations.
12. Non-reflective traffic buttons shall be placed adjacent to the pavement marking delineating the edgeline when used as a rumble strip. The color of the button should match the color of the adjacent edgeline marking (white or yellow). The buttons will be paid for under Item 672, "Raised Pavement Markers." Non-reflective traffic buttons must meet the requirements of DMS-4300.
13. Non-reflective traffic buttons shall not be placed across exit or entrance ramps, acceleration and deceleration lanes, crossovers, gore areas or intersections with other roadways.
14. Breaks in edgeline rumble strips using raised traffic buttons shall occur at least 50 feet and no more than 150 feet in advance of bridges, railroad crossing, intersections and driveways with high usage of large trucks when installed on conventional highways.
15. The minimum distance between the edgeline and the buttons should be used if the shoulder is less than 8 feet in width.
16. Raised profile thermoplastic markings used as edgelines may substitute for buttons.



SHOULDER WIDTH TABLE		
EQUAL TO OR LESS THAN 2 FEET	GREATER THAN 2 FEET LESS THAN 4 FEET	EQUAL TO OR GREATER THAN 4 FEET
Option 1, 5 OR 6	Option 1, 2, 3 5 OR 6	Option 2, 4, 5 OR 6



Texas Department of Transportation

EDGELINE RUMBLE STRIPS ON UNDIVIDED OR TWO LANE HIGHWAYS RS (4) - 13

FILE:	rs (4) - 13.dgn	DN:	TxDOT	CK:	TxDOT	DW:	TxDOT	CK:	TxDOT
© TxDOT	October 2013	CONT	SECT	JOB	HIGHWAY				
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		DIST	COUNTY		SHEET NO.				
		AUS	WILLIAMSON		53				

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SIGN SUPPORT DESCRIPTIVE CODES

(Descriptive Codes correspond to project estimate and quantities sheets)

SM RD SGN ASSM TY XXXXX(X)XX(X-XXXX)

Post Type

- FRP = Fiberglass Reinforced Plastic Pipe (see SMD(FRP))
- TWT = Thin-Walled Tubing (see SMD(TWT))
- 10BWG = 10 BWG Tubing (see SMD(SLIP-1) to (SLIP-3))
- S80 = Schedule 80 Pipe (see SMD(SLIP-1) to (SLIP-3))

Number of Posts (1 or 2)

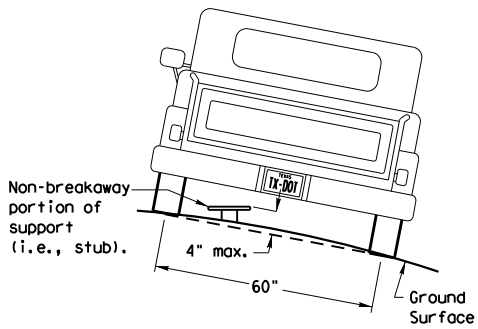
Anchor Type

- UA = Universal Anchor - Concreted (see SMD(FRP) and (TWT))
- UB = Universal Anchor - Bolted down (see SMD(FRP) and (TWT))
- WS = Wedge Anchor Steel - (see SMD(TWT))
- WP = Wedge Anchor Plastic (see SMD(TWT))
- SA = Slipbase - Concreted (see SMD(SLIP-1) to (SLIP-3))
- SB = Slipbase - Bolted Down (see SMD(SLIP-1) to (SLIP-3))

Sign Mounting Designation

- P = Prefab. "Plain" (see SMD(SLIP-1) to (SLIP-3), (TWT), (FRP))
- T = Prefab. "T" (see SMD(SLIP-1) to (SLIP-3), (TWT))
- U = Prefab. "U" (see SMD(SLIP-1) to (SLIP-3))
- IF REQUIRED
- 1EXT or 2EXT = Number of Extensions (see SMD(SLIP-1) to (SLIP-3), (TWT))
- BM = Extruded Wind Beam (see SMD(SLIP-1) to (SLIP-3))
- WC = 1.12 #/ft Wing Channel (see SMD(SLIP-1) to (SLIP-3))
- EXAL = Extruded Aluminum Sign Panels (see SMD(SLIP-3))

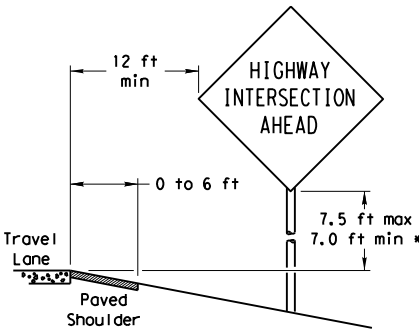
REQUIRED CLEARANCE FOR BREAKAWAY SUPPORT



To avoid vehicle undercarriage snagging, any substantial remains of a breakaway support, when it is broken away, should not project more than 4 inches above a 60-inch chord (i.e., typical space between wheel paths).

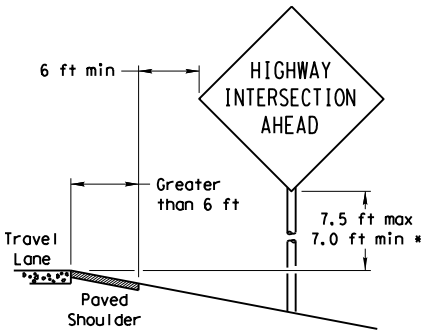
SIGN LOCATION

PAVED SHOULDERS



LESS THAN 6 FT. WIDE

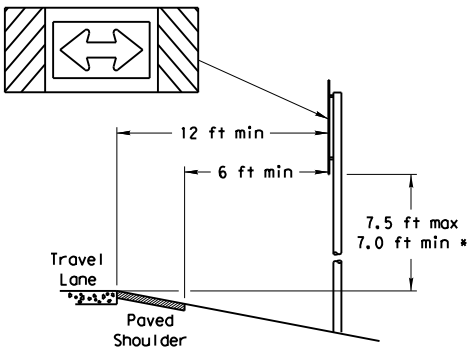
When the shoulder is 6 ft. or less in width, the sign must be placed at least 12 ft. from the edge of the travel lane.



GREATER THAN 6 FT. WIDE

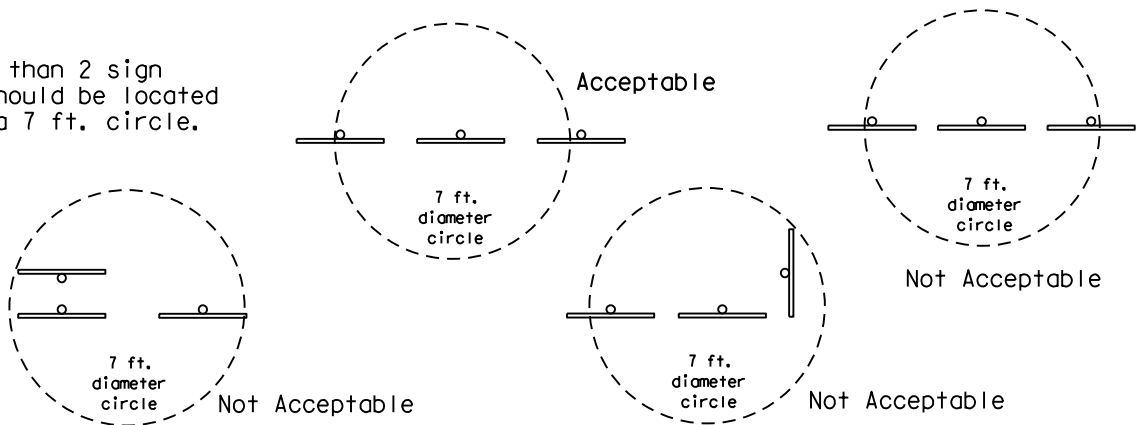
When the shoulder is greater than 6 ft in width, the sign must be placed at least 6 ft. from the edge of the shoulder.

T-INTERSECTION



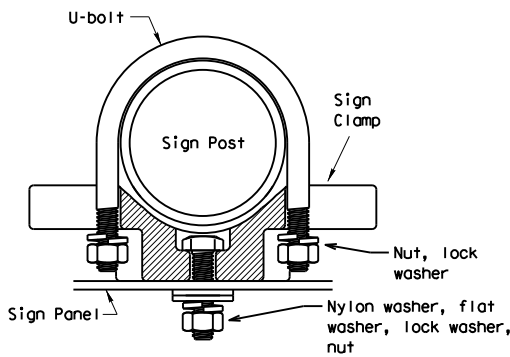
When this sign is needed at the end of a two-lane, two way roadway, the right edge of the sign should be in line with the centerline of the roadway. Place as close to ROW as practical.

No more than 2 sign posts should be located within a 7 ft. circle.



TYPICAL SIGN ATTACHMENT DETAIL

Single Signs

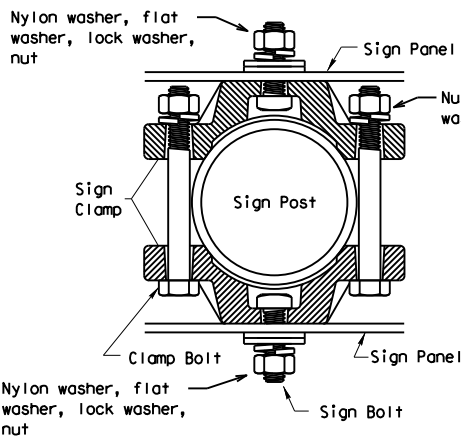


Bolts used to mount sign panels to the clamp are 5/16-18 UNC galvanized square head with nut, nylon washer, flat washer and lock washer. The bolt length is 1 inch for aluminum.

When two sign clamps are used to mount signs back-to-back, use a 5/16-18 UNC galvanized hex head per ASTM A307 with nut and helical-spring lock washer. The approximate bolt lengths for various post sizes and sign clamp types are given in the table at right. The bolt length may need to be adjusted depending upon field conditions.

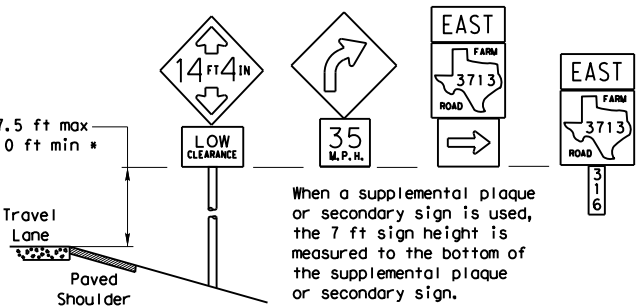
Sign clamps may be either the specific size clamp or the universal clamp.

Back-to-Back Signs



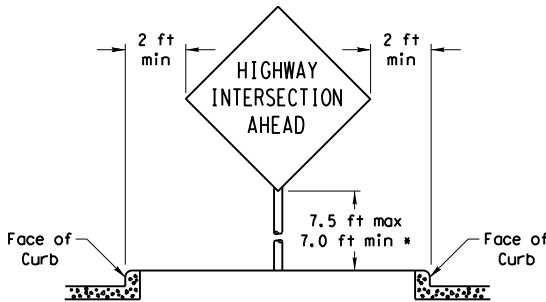
Pipe Diameter	Approximate Bolt Length	
	Specific Clamp	Universal Clamp
2" nominal	3"	3 or 3 1/2"
2 1/2" nominal	3 or 3 1/2"	3 1/2 or 4"
3" nominal	3 1/2 or 4"	4 1/2"

SIGNS WITH PLAQUES

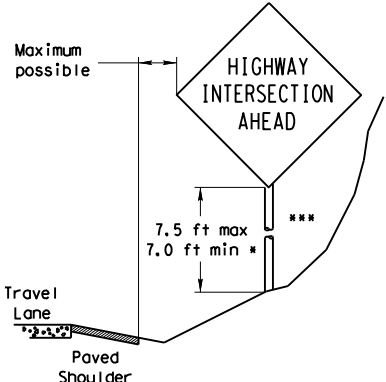


When a supplemental plaque or secondary sign is used, the 7 ft sign height is measured to the bottom of the supplemental plaque or secondary sign.

CURB & GUTTER OR RAISED ISLAND



RESTRICTED RIGHT-OF-WAY  
(When 6 ft min. is not possible.)



Right-of-way restrictions may be created by rocks, water, vegetation, forest, buildings, a narrow island, or other factors.

In situations where a lateral restriction prevents the minimum horizontal clearance from the edge of the travel lane, signs should be placed as far from the travel lane as practical.

\*\*\* Post may be shorter if protected by guardrail or if Engineer determines the post could not be hit due to extreme slope.

\* Signs shall be mounted using the following condition that results in the greatest sign elevation:

- (1) a minimum of 7 to a maximum of 7.5 feet above the edge of the travel lane or
- (2) a minimum of 7 to a maximum of 7.5 feet above the grade at the base of the support when sign is installed on the backslope.

The maximum values may be increased when directed by the Engineer.

See the Traffic Operations Division website for detailed drawings of sign clamps, Triangular Slipbase System components and Wedge Anchor System components.

The website address is:  
<http://www.txdot.gov/publications/traffic.htm>



SIGN MOUNTING DETAILS  
SMALL ROADSIDE SIGNS  
GENERAL NOTES & DETAILS

SMD (GEN) -08

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		DIST	COUNTY	SHEET NO.
		AUS	WILLIAMSON	54

NOTE

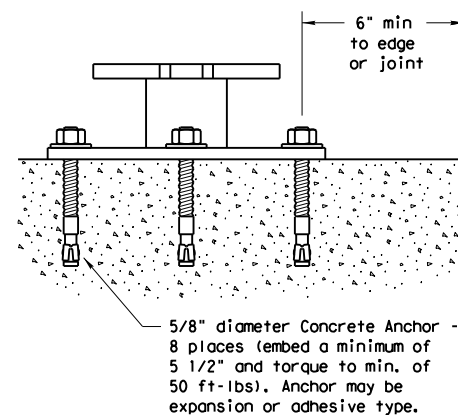
GENERAL NOTES:

- ## ASSEMBLY PROCEDURE


## Foundation

- Support t

1. Cut support so that the bottom of the sign will be 7 to 7.5 feet above the edge of the travelway (i.e., edge of the closest lane) when slip plate is below the edge of pavement or 7 to 7.5 feet above slip plate when the slip plate is above the edge of the travelway. The cut shall be plumb and straight.
2. Attach sign to support using connections shown. When multiple signs are installed on the same support, ensure the minimum clearance between each sign is maintained. See SMD(SLIP-2) for clearances based on sign types.



Concrete anchor consists of 5/8" diameter stud bolt with UNC series bolt threads on the upper end. Heavy hex nut per ASTM A563, and hardened washer per ASTM F436. The stud bolt shall have a minimum yield and ultimate tensile strength of 50 and 75 KSI, respectively. Nuts, bolts and washers shall be galvanized per Item 445, "Galvanizing." Adhesive type anchors shall have stud bolts installed with Type III epoxy per DMS-6100, "Epoxyes and Adhesives." Adhesive anchors may be loaded after adequate epoxy cure time per the manufacturer's recommendations. Top of bolt shall extend at least flush with top of the nut when installed. The anchor, when installed in 4000 psi normal-weight concrete with a 1 1/2" minimum embedment, shall have a minimum allowable tension and shear of 3900 and 3100 psi, respectively.



**Texas Department of Transportation**  
Traffic Operations Division

# SIGN MOUNTING DETAILS

## SMALL ROADSIDE SIGNS

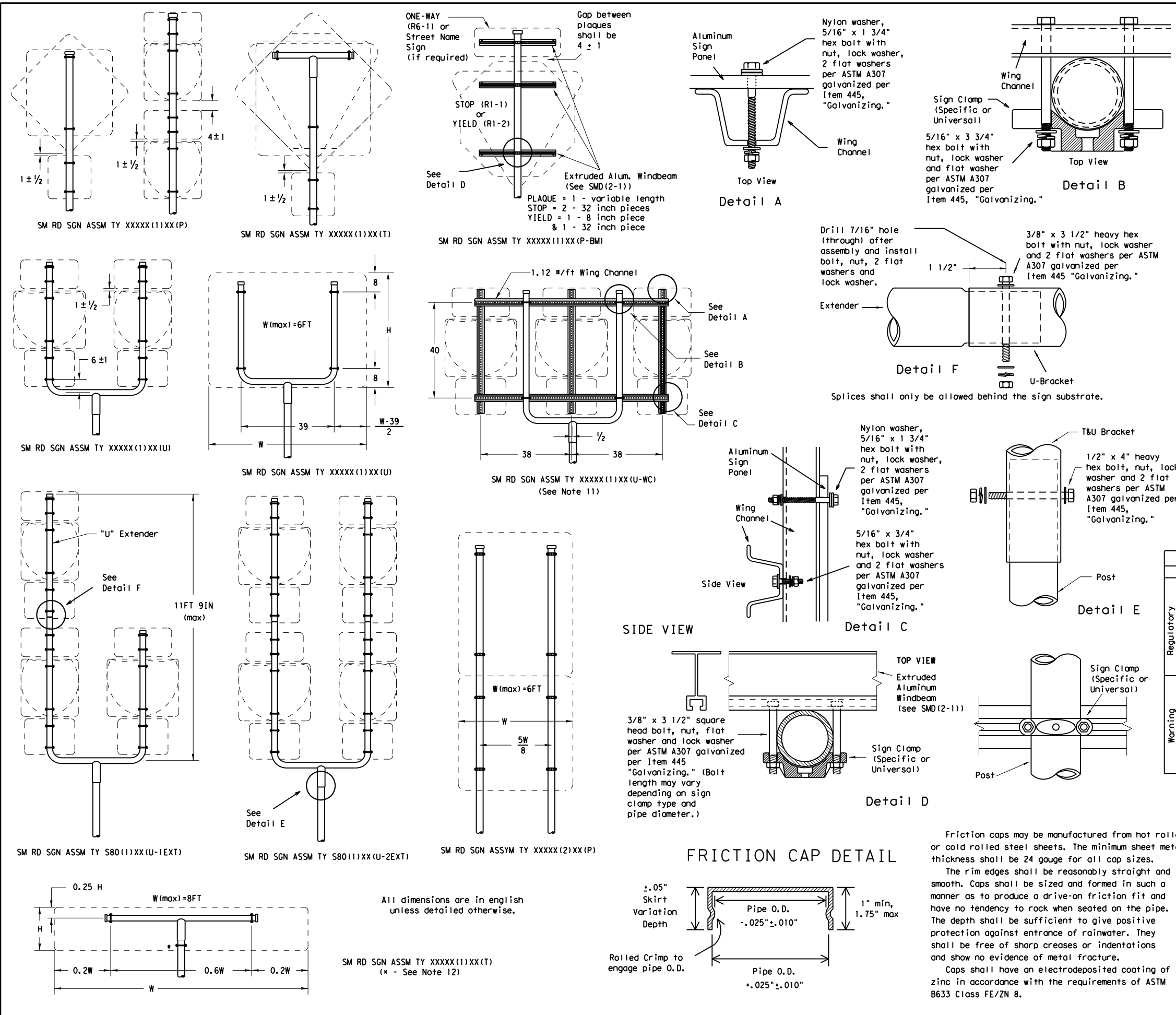
### TRIANGULAR SLIPBASE SYSTEM

# SMD (SLIP-1) - 08

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GENERAL NOTES:

1. SIGN SUPPORT # OF POSTS MAX. SIGN AREA  
10 BWG 1 16 SF  
10 BWG 2 32 SF  
Sch 80 1 32 SF  
Sch 80 2 64 SF
2. The Engineer may require that a Schedule 80 post be used in place of a 10 BWG where a sign height is abnormally high due to a fill slope.
3. Sign supports shall not be spliced except where shown. Sign support posts shall not be spliced.
4. Aluminum sign blanks shall conform to Departmental Material Specifications DMS-7110 and shall have the following minimum thicknesses: 0.080 for signs less than 7.5 sq. ft., 0.100 for signs 7.5 to 15 sq. ft., and 0.125 for signs greater than 15 sq. ft.
5. Signs that require specific supports due to reasons in addition to windloading are indicated on the "REQUIRED SUPPORT" table on this sheet.
6. For horizontal rectangular signs fabricated from flat aluminum, T-brackets are used for signs 24 inches or less in height. U-brackets are used for signs of greater height.
7. When two triangular slipbase supports are used to support a single sign, they shall not be "rigidly" connected to each other except through the sign panel. This will allow each support to act independently when impacted by an errant vehicle.
8. Wing channel shall meet ASTM A 1011 SS Gr 50 and be galvanized per ASTM A 123.
9. Excess pipe, wing channel, or windbeam shall be cut off so that it does not extend beyond the sign panel (i.e., excess support shall not be visible when the sign is viewed from the front.) Repair galvanized coating at cut support ends per Item 445, "Galvanizing."
10. Additional route markers may be added vertically, provided the total sign area does not exceed the maximum allowable amount per Note 1.
11. Additional sign clamp required on the "T-bracket" post for 24 inch height signs. Place the clamp 3 inches above bottom of sign when possible.
12. Post open ends shall be fitted with Friction Caps.
13. Sign blanks shall be the sizes and shapes shown on the plans.

REQUIRED SUPPORT		
Regulatory	SIGN DESCRIPTION	SUPPORT
	48-inch STOP sign (R1-1)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
Warning	60-inch YIELD sign (R1-2)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	48x16-inch ONE-WAY sign (R6-1)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
Warning	36x48, 48x36, and 48x48-inch signs	TY 10BWG(1)XX(T)
	48x60-inch signs	TY S80(1)XX(T)
Warning	48x48-inch signs (diamond or square)	TY 10BWG(1)XX(T)
	48x60-inch signs	TY S80(1)XX(T)
Warning	48-inch Advance School X-ing sign (S1-1)	TY 10BWG(1)XX(T)
	48-inch School X-ing sign (S2-1)	TY 10BWG(1)XX(T)
Warning	Large Arrow sign (W1-6 & W1-7)	TY 10BWG(1)XX(T)

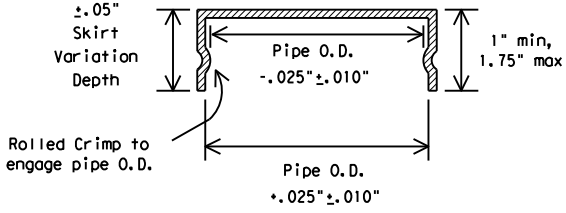
Texas Department of Transportation  
Traffic Operations Division

SIGN MOUNTING DETAILS  
SMALL ROADSIDE SIGNS  
TRIANGULAR SLIPBASE SYSTEM  
SMD (SLIP-2) -08

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		DIST	COUNTY	SHEET NO.
		AUS	WILLIAMSON	56

Friction caps may be manufactured from hot rolled or cold rolled steel sheets. The minimum sheet metal thickness shall be 24 gauge for all cap sizes. The rim edges shall be reasonably straight and smooth. Caps shall be sized and formed in such a manner as to produce a drive-on friction fit and have no tendency to rock when seated on the pipe. The depth shall be sufficient to give positive protection against entrance of rainwater. They shall be free of sharp creases or indentations and show no evidence of metal fracture. Caps shall have an electrodeposited coating of zinc in accordance with the requirements of ASTM B633 Class FE/ZN 8.

FRICION CAP DETAIL

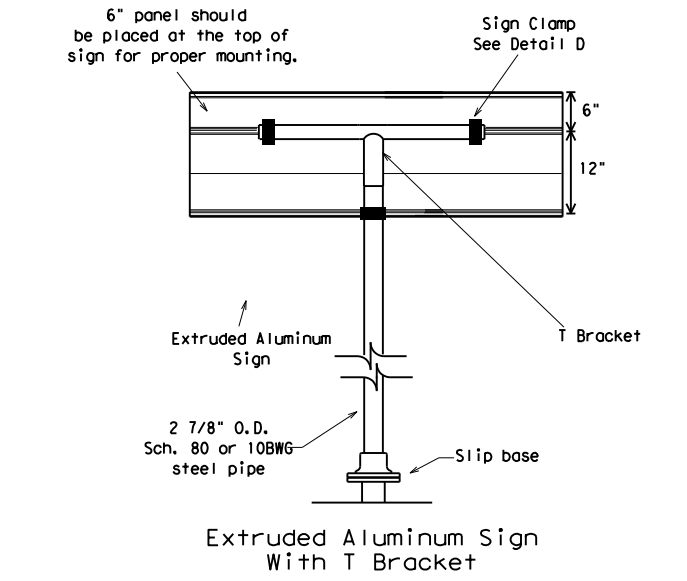
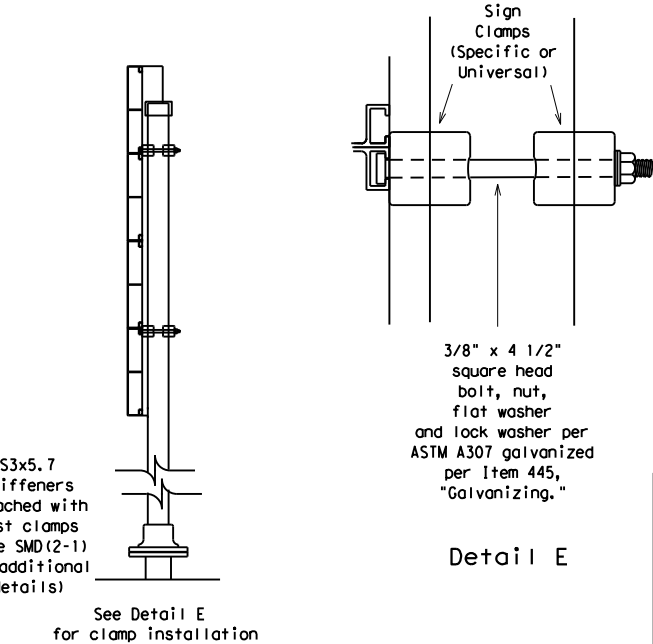
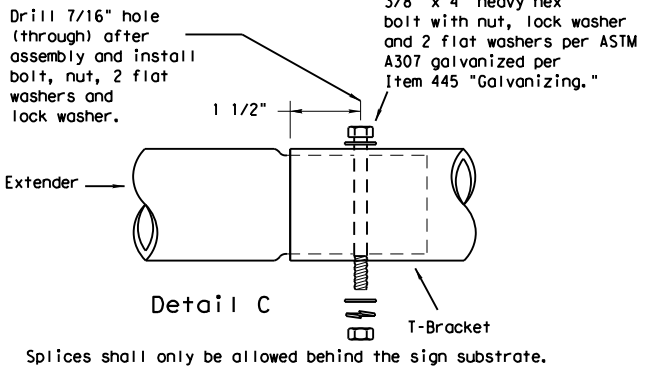
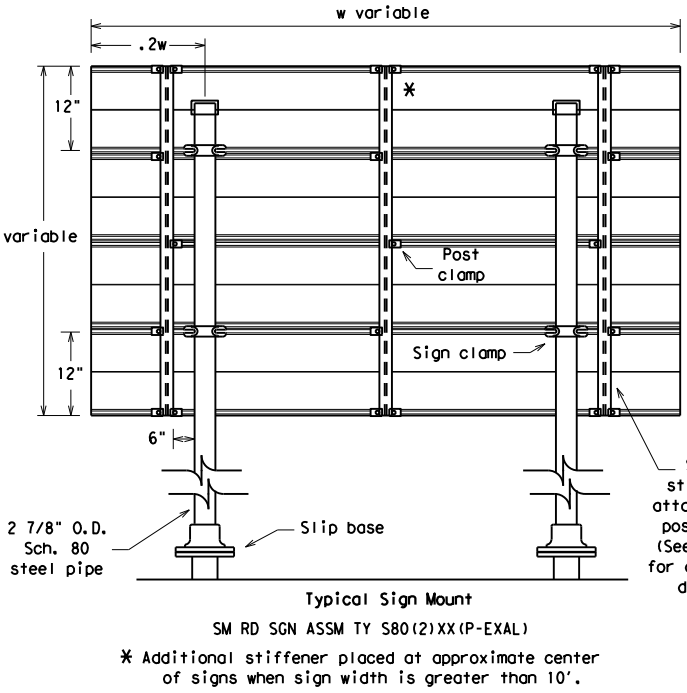
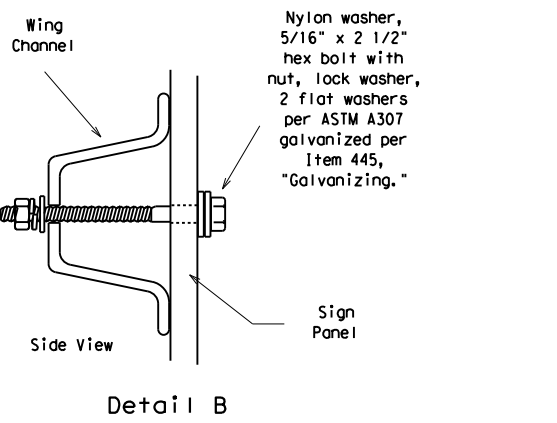
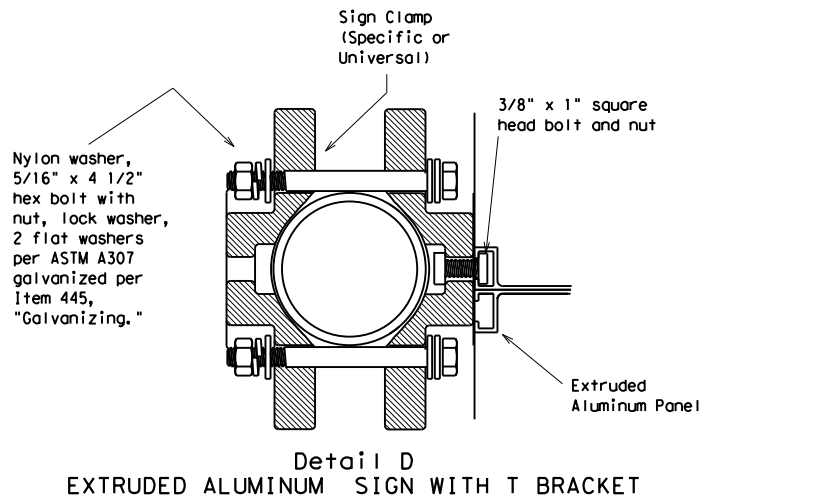
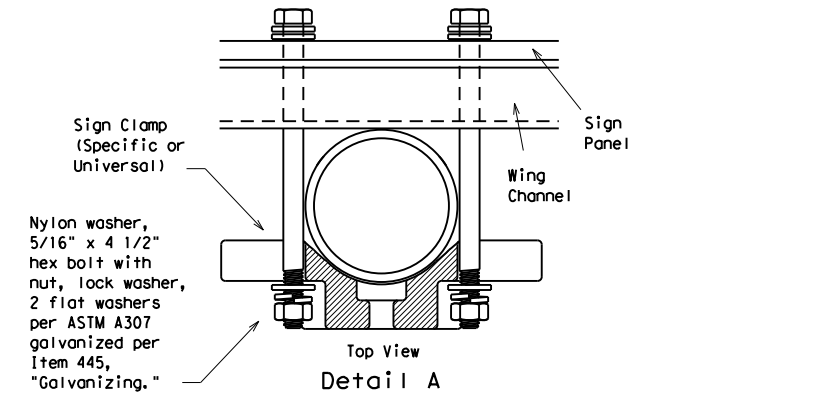
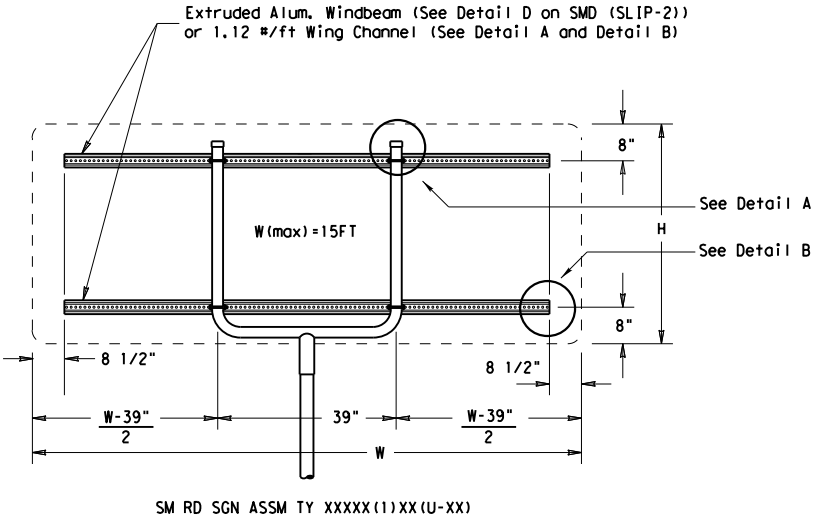
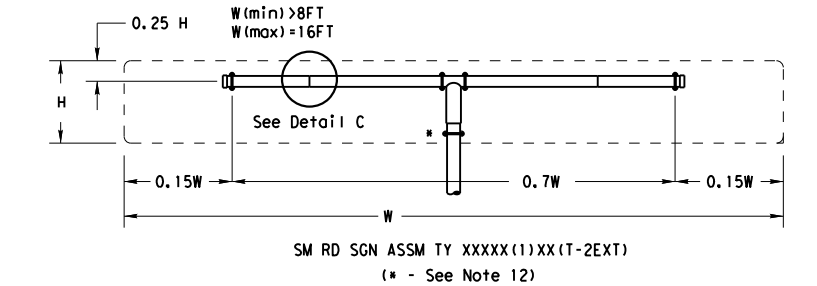


All dimensions are in english unless detailed otherwise.

SM RD SGN ASSM TY XXXXX(1)XX(T)  
(\* - See Note 12)

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GENERAL NOTES:

- | SIGN SUPPORT | # OF POSTS | MAX. SIGN AREA |
|--------------|------------|----------------|
| 10 BWG       | 1          | 16 SF          |
| 10 BWG       | 2          | 32 SF          |
| Sch 80       | 1          | 32 SF          |
| Sch 80       | 2          | 64 SF          |
- The Engineer may require that a Schedule 80 post be used in place of a 10 BWG where a sign height is abnormally high due to a fill slope.
- Sign supports shall not be spliced except where shown. Sign support posts shall not be spliced.
- Aluminum sign blanks shall conform to Departmental Material Specifications DMS-7110 and shall have the following minimum thicknesses: 0.080 for signs less than 7.5 sq. ft., 0.100 for signs 7.5 to 15 sq. ft., and 0.125 for signs greater than 15 sq. ft.
- Signs that require specific supports due to reasons in addition to windloading are indicated on the "REQUIRED SUPPORT" table on this sheet.
- For horizontal rectangular signs fabricated from flat aluminum, T-brackets are used for signs 24 inches or less in height. U-brackets are used for signs of greater height.
- When two triangular slipbase supports are used to support a single sign, they shall not be "rigidly" connected to each other except through the sign panel. This will allow each support to act independently when impacted by an errant vehicle.
- Wing channel shall meet ASTM A 1011 SS Gr 50 and be galvanized per ASTM A 123.
- Excess pipe, wing channel, or windbeam shall be cut off so that it does not extend beyond the sign panel (i.e., excess support shall not be visible when the sign is viewed from the front.) Repair galvanized coating at cut support ends per Item 445, "Galvanizing."
- Sign blanks shall be the sizes and shapes shown on the plans.
- Additional sign clamp required on the "T-bracket" post for 24 inch high signs. Place the clamp 3 inches above bottom of sign when possible.
- Post open ends shall be fitted with Friction Caps.

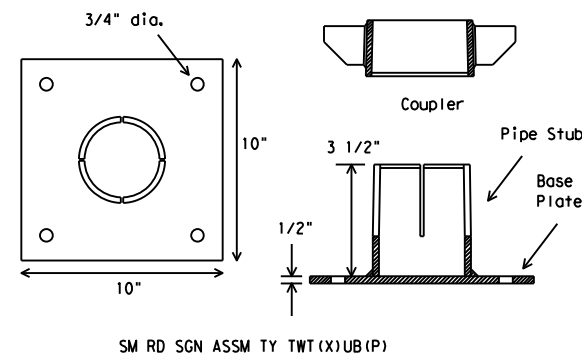
REQUIRED SUPPORT		
SIGN DESCRIPTION		SUPPORT
Regulatory	48-inch STOP sign (R1-1)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	60-inch YIELD sign (R1-2)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	48x16-inch ONE-WAY sign (R6-1)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	36x48, 48x36, and 48x48-inch signs	TY 10BWG(1)XX(T)
	48x60-inch signs	TY S80(1)XX(T)
Warning	48x48-inch signs (diamond or square)	TY 10BWG(1)XX(T)
	48x60-inch signs	TY S80(1)XX(T)
	48-inch Advance School X-ing sign (S1-1)	TY 10BWG(1)XX(T)
	48-inch School X-ing sign (S2-1)	TY 10BWG(1)XX(T)
	Large Arrow sign (W1-6 & W1-7)	TY 10BWG(1)XX(T)

SIGN MOUNTING DETAILS  
SMALL ROADSIDE SIGNS  
TRIANGULAR SLIPBASE SYSTEM  
SMD (SLIP-3) -08

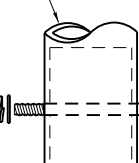
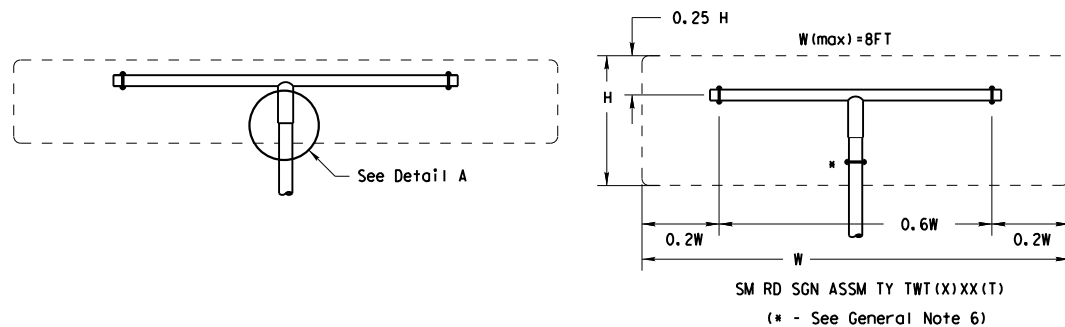
© TxDOT July 2002	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
9-08	CONT	SECT	JOB	HIGHWAY
	TBD	TBD	TBD	CR 200
	DIST	COUNTY	SHEET NO.	
	AUS	WILLIAMSON	57	

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# Universal Anchor System with Thin-Walled Tubing Post



### Sign Installation Using a Prefabricated T-Bracket for Thin-Wall Tubing Post



T-Bracket

Post

1/2" x 4"  
heavy hex  
bolt, nut, 2  
flatwashers  
and lock  
washer per  
ASTM A307  
galvanized  
per Item 445,  
"Galvanizing."

9/16" hole may need to be drilled through post to accommodate bolt.

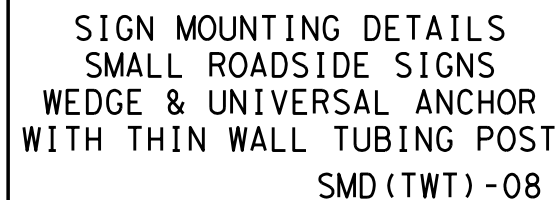
Detail A

The devices shall be installed per manufacturer's recommendations. Installation procedures shall be provided to the Engineer by Contractor.

1. The Wedge Anchor System and the Universal Anchor System with thin wall tubing post may be used to support up to 10 square feet of sign area.
2. The tubular socket, wedge and prefabricated T-bracket shall be permanently marked to indicate manufacturer. Method, design, and location of marking are subject to the approval of the TxDOT Traffic Standards Engineer.
3. Except for posts (13 BWG Tubing), clamps, nuts and bolts, all components shall be prequalified. A list of prequalified vendors may be obtained from the Material Producer List web page. The website address is:  
[http://www.txdot.gov/business/producer\\_list.htm](http://www.txdot.gov/business/producer_list.htm)
4. Material used as post with this system shall conform to the following specifications:
  - 13 BWG Tubing (2.375" outside diameter) (TWT)
  - 0.095" nominal wall thickness
  - Seamless or electric-resistance welded steel tubing
  - Steel shall be HSLAS Gr 55 per ASTM A1011 or ASTM A1008
  - Other steels may be used if they meet the following:
    - 55,000 PSI minimum yield strength
    - 70,000 PSI minimum tensile strength
    - 18% minimum elongation in 2"
  - Wall thickness (uncoated) shall be within the range of .083" to .099"
  - Outside diameter (uncoated) shall be within the range of 2.369" to 2.381"
  - Galvanization per ASTM 123 or ASTM A653 G210. For precoated steel tubing (ASTM A653), recoat tube outside diameter weld seam by metallizing with zinc wire per ASTM B833.
5. Sign blanks shall be the sizes and shapes shown on the plans.
6. Additional sign clamp required on the "T-bracket" post for 24" high signs. Place clamp at least 3" above bottom of sign when possible.
7. Sign supports shall not be spliced except where shown. Sign support posts shall not be spliced.
8. See the Traffic Operations Division website for detailed drawings of sign clamps and Wedge Anchor System components. The website address is:  
<http://www.txdot.gov/publications/traffic.htm>

1. Dig foundation hole. Where solid rock is encountered at ground level, the foundation shall be a minimum depth of 18". When solid rock is encountered below ground level, the foundation shall extend in the solid rock a minimum depth of 18" or provide a minimum foundation depth of 30". If solid rock is encountered, the socket/stub may be reduced in length as required to a minimum length of 18". Any material removed from the socket/stub shall be from the bottom and the clearance requirements given on SMD(GEN) must be followed. The inner surfaces of the socket/stub must remain free of concrete or other debris.
2. The Engineer may permit batches of concrete less than 2 cubic yards to be mixed with a portable, motor driven concrete mixer. For small placements less than 0.5 cubic yards, hand mixing in a suitable container may be allowed by Engineer. Place concrete into hole until it is approximately flush with the ground. Concrete shall be Class A.
3. Insert tubular socket into concrete until top of socket is approximately 1/4 " above the concrete footing.
4. Plumb the socket. Allow a minimum 4 days for concrete to set, unless otherwise directed by Engineer..
5. Attach the sign to the sign post.
6. Insert the sign post into socket and align sign face with roadway.
7. Drive the wedge into the socket to secure post. This will leave approximately 3 inches of the wedge exposed.

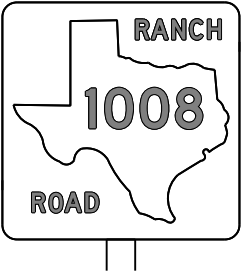
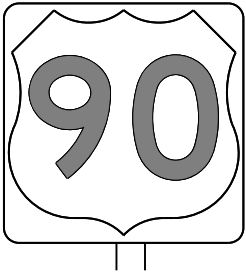
1. Dig foundation hole. Where solid rock is encountered at ground level, the foundation shall be a minimum depth of 18". When solid rock is encountered below ground level, the foundation shall extend in the solid rock a minimum depth of 18" or provide a minimum foundation depth of 30". If solid rock is encountered, the socket/stub may be reduced in length as required to a minimum length of 18". Any material removed from the socket/stub shall be from the bottom and the clearance requirements given on SMD(GEN) must be followed. The inner surfaces of the socket/stub must remain free of concrete or other debris.
2. Insert base post in hole to depths shown and backfill hole with concrete.
3. Level and plumb the base post using a torpedo level and allow concrete adequate time to set. The bottom of the slots provided in the stub pipe shall remain above the top of the concrete foundation.
4. Attach the sign to the sign post.
5. Install plastic insert around bottom of post.
6. Insert sign post into base post. Lower until the post comes to rest on steel rod.
7. Seat compression ring using a hammer. Typically, the top of compression ring will be approximately level with top of stub post when optimally installed.
8. Check sign post by hand to ensure it is unable to turn. If loose, increase the tightening of the compression ring.



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9-08	REVISIONS	CONT		SECT	JOB	
		TBD		TBD	TBD	
						CR 200
		DIST		COUNTY		SHEET NO.
		AUS		WILLIAMSON		58

REQUIREMENTS FOR INDEPENDENT MOUNTED  
ROUTE SIGNS

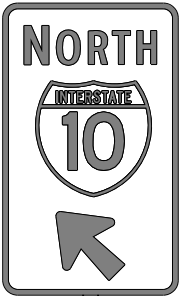
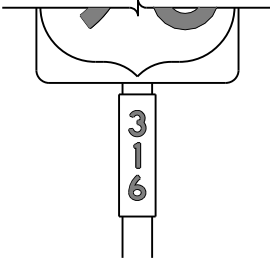
SHEETING REQUIREMENTS		
USAGE	COLOR	SIGN FACE MATERIAL
BACKGROUND	WHITE	TYPE A SHEETING
BACKGROUND	ALL OTHERS	TYPE B OR C SHEETING
LEGEND & BORDERS	WHITE	TYPE A SHEETING
LEGEND & BORDERS	BLACK	ACRYLIC NON-REFLECTIVE FILM
LEGEND & BORDERS	ALL OTHERS	TYPE B or C SHEETING



TYPICAL EXAMPLES

REQUIREMENTS FOR BLUE, BROWN & GREEN  
D AND I SERIES GUIDE SIGNS

SHEETING REQUIREMENTS		
USAGE	COLOR	SIGN FACE MATERIAL
BACKGROUND	ALL	TYPE B OR C SHEETING
LEGEND & BORDERS	WHITE	TYPE D SHEETING
LEGEND, SYMBOLS & BORDERS	ALL OTHERS	TYPE B OR C SHEETING



TYPICAL EXAMPLES

GENERAL NOTES

- Signs to be furnished shall be as detailed elsewhere in the plans and/or as shown on sign tabulation sheet. Standard sign designs and arrow dimensions can be found in the "Standard Highway Sign Designs for Texas" (SHSD).
- White legend shall use the Clearview Alphabet. The following Clearview fonts shall be used to replace the existing white Federal Highway Administration (FHWA) Standard Highway Alphabets, when not specified in the SHSD, or in the plans.

B	CV-1W
C	CV-2W
D	CV-3W
E	CV-4W
Emod	CV-5WR
F	CV-6W


- Route sign legend (ie. IH, US, SH and FM shields) shall use the Federal Highway Administration (FHWA) Standard Highway Alphabets B, C, D, E, Emod or F).
- Lateral spacing between letters and numerals shall conform with the SHSD, and any approved changes thereto. Lateral spacing of legend shall provide a balanced appearance when spacing is not shown.
- Independent mounted route sign with white or colored legend and borders shall be applied by screening process with transparent color ink, transparent colored overlay film to white background sheeting or cut-out white sheeting to colored background sheeting, or combination thereof. White legend, symbols and borders on all other signs shall be cut-out white sheeting applied to colored background sheeting.
- Information regarding borders and radii for signs is found in the "Standard Highway Sign Designs for Texas". Dimensions shown and described for borders and corner radii on parent sign are nominal. Borders may vary in width as much as 1/2 inch. Corner radii above 3 inches may vary in width as much as 1 inch. Borders and corner radii within a parent sign must be of matching widths. The sign area outside the corner radius should be trimmed or rounded.
- Sign substrate shall be any material that meets the Departmental Material Specification requirements of DMS-7110 or approved alternative.
- Mounting details of roadside signs are shown in the "SMD series" Standard Plan Sheets.

DEPARTMENTAL MATERIAL SPECIFICATIONS	
ALUMINUM SIGN BLANKS	DMS-7110
SIGN FACE MATERIALS	DMS-8300

ALUMINUM SIGN BLANKS THICKNESS	
Square Feet	Minimum Thickness
Less than 7.5	0.080
7.5 to 15	0.100
Greater than 15	0.125

The Standard Highway Sign Designs for Texas (SHSD) can be found at the following website.

<http://www.txdot.gov/>



Texas Department of Transportation

Traffic Operations Division Standard

TYPICAL SIGN REQUIREMENTS

TSR (3) - 13

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©TxDOT	October 2003	CONT	SECT	JOB	HIGHWAY				
REVISIONS		TBD	TBD	TBD	CR 200				
12-03	7-13	DIST	COUNTY					SHEET NO.	
9-08		AUS	WILLIAMSON					59	

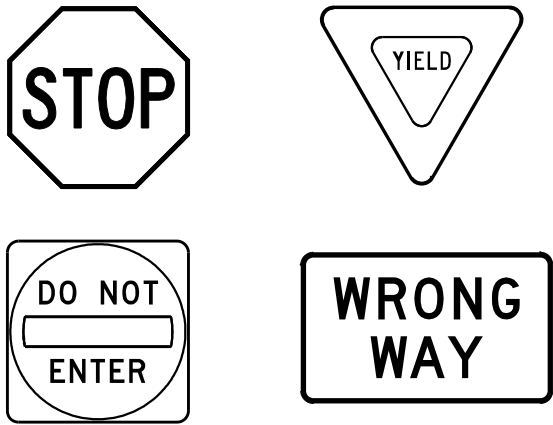
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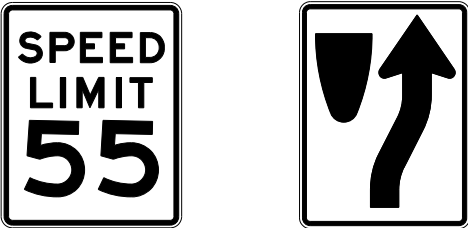
REQUIREMENTS FOR RED BACKGROUND  
REGULATORY SIGNS  
(STOP, YIELD, DO NOT ENTER AND  
WRONG WAY SIGNS)



REQUIREMENTS FOR FOUR  
SPECIFIC SIGNS ONLY

SHEETING REQUIREMENTS		
USAGE	COLOR	SIGN FACE MATERIAL
BACKGROUND	RED	TYPE B OR C SHEETING
BACKGROUND	WHITE	TYPE B OR C SHEETING
LEGEND & BORDERS	WHITE	TYPE B OR C SHEETING
LEGEND	RED	TYPE B OR C SHEETING

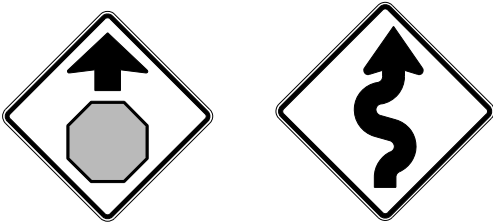
REQUIREMENTS FOR WHITE BACKGROUND  
REGULATORY SIGNS  
(EXCLUDING STOP, YIELD, DO NOT ENTER AND  
WRONG WAY SIGNS)



TYPICAL EXAMPLES

SHEETING REQUIREMENTS		
USAGE	COLOR	SIGN FACE MATERIAL
BACKGROUND	WHITE	TYPE A SHEETING
BACKGROUND	ALL OTHERS	TYPE B OR C SHEETING
LEGEND, BORDERS AND SYMBOLS	BLACK	ACRYLIC NON-REFLECTIVE FILM
LEGEND, BORDERS AND SYMBOLS	ALL OTHER	TYPE B OR C SHEETING

REQUIREMENTS FOR WARNING SIGNS



TYPICAL EXAMPLES

SHEETING REQUIREMENTS		
USAGE	COLOR	SIGN FACE MATERIAL
BACKGROUND	FLOURESCENT YELLOW	TYPE B <sub>FL</sub> OR C <sub>FL</sub> SHEETING
LEGEND & BORDERS	BLACK	ACRYLIC NON-REFLECTIVE FILM
LEGEND & SYMBOLS	ALL OTHER	TYPE B OR C SHEETING

REQUIREMENTS FOR SCHOOL SIGNS



TYPICAL EXAMPLES

SHEETING REQUIREMENTS		
USAGE	COLOR	SIGN FACE MATERIAL
BACKGROUND	WHITE	TYPE A SHEETING
BACKGROUND	FLOURESCENT YELLOW GREEN	TYPE B <sub>FL</sub> OR C <sub>FL</sub> SHEETING
LEGEND, BORDERS AND SYMBOLS	BLACK	ACRYLIC NON-REFLECTIVE FILM
SYMBOLS	RED	TYPE B OR C SHEETING


GENERAL NOTES

1. Signs to be furnished shall be as detailed elsewhere in the plans and/or as shown on sign tabulation sheet. Standard sign designs and arrow dimensions can be found in the "Standard Highway Sign Designs for Texas" (SHSD).
2. Sign legend shall use the Federal Highway Administration (FHWA) Standard Highway Alphabets (B, C, D, E, Emod or F).
3. Lateral spacing between letters and numerals shall conform with the SHSD, and any approved changes thereto. Lateral spacing of legend shall provide a balanced appearance when spacing is not shown.
4. Black legend and borders shall be applied by screening process or cut-out acrylic non-reflective black film to background sheeting, or combination thereof.
5. White legend and borders shall be applied by screening process with transparent colored ink, transparent colored overlay film to white background sheeting or cut-out white sheeting to colored background sheeting, or combination thereof.
6. Colored legend shall be applied by screening process with transparent colored ink, transparent colored overlay film or colored sheeting to background sheeting, or combination thereof.
7. Sign substrate shall be any material that meets the Departmental Material Specification requirements of DMS-7110 or approved alternative.
8. Mounting details for roadside mounted signs are shown in the "SMD series" Standard Plan Sheets.

ALUMINUM SIGN BLANKS THICKNESS	
Square Feet	Minimum Thickness
Less than 7.5	0.080
7.5 to 15	0.100
Greater than 15	0.125

DEPARTMENTAL MATERIAL SPECIFICATIONS	
ALUMINUM SIGN BLANKS	DMS-7110
SIGN FACE MATERIALS	DMS-8300

The Standard Highway Sign Designs for Texas (SHSD) can be found at the following website.  
<http://www.txdot.gov/>

 <b>Texas Department of Transportation</b>				<i>Traffic Operations Division Standard</i>	
TYPICAL SIGN REQUIREMENTS					
TSR (4) - 13					
FILE: tsr4-13.dgn				CK: TxDOT	DW: TxDOT
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REVISIONS		TBD	TBD	TBD	CR 200
12-03 7-13 9-08		DIST	COUNTY		SHEET NO.
		AUS	WILLIAMSON		60

A. GENERAL SITE DATA

1. PROJECT LIMITS: From Approximately 550' South of Bold Sundown  
To Approximately 375' North of Bold Sundown.  
Begin Project Coordinates : Latitude (N) : 30° 42' 57.70" Longitude (W) : -97° 55' 42.36"

2. PROJECT SITE MAPS:

- \* Project Location Map: Title Sheet
- \* Drainage Patterns: See Drainage Area Maps
- \* Slopes Anticipated After Major Gradings or Areas of Soil Disturbance: Typical Sections (Sheet 7)
- \* Location of Erosion and Sediment Controls: SW3P Site Plans (Sheet 62)
- \* Surface Waters and Discharge Locations: Drainage and Culvert Layouts (Sheet 40)
- \* Project Specific Location(s) (PSL): To be determined by the project Construction Personnel. Location(s) shown on SW3P Site Map (if PSL location(s) is within one mile of project) and information located in project SW3P Binder (Reference Item \*10 below).

3. PROJECT DESCRIPTION:

For the Widening of the Existing Roadway Consisting of Grading, Drainage Improvements, Flexible Base, HMACP, Striping and Pavement Markings.

4. MAJOR SOIL DISTURBING ACTIVITIES:

Pavement removal, reconstruction & widening.

5. EXISTING CONDITION OF SOIL & VEGETATIVE COVER AND % OF EXISTING VEGETATIVE COVER:

Project area consists of clay and silty loam soils with rock outcroppings. Vegetative cover is mostly natural, undisturbed with vegetative cover of approximately 70% of the project area.

6. TOTAL PROJECT AREA: 2.52 Acres

7. TOTAL AREA TO BE DISTURBED: 2.52 Acres (100 %)

8. WEIGHTED RUNOFF COEFFICIENT

BEFORE CONSTRUCTION: 0.51  
AFTER CONSTRUCTION: 0.59

9. NAME OF RECEIVING WATERS:

Project area drains by swales and overland flow to Lackey Creek which is a tributary to North Fork San Gabriel River (Segment ID\* 1251).

10. PROJECT SW3P Binder:

- A. For projects disturbing one to five acres, The Contractor will maintain a SW3P Binder at the project field office (if there is not a project field office, should be kept on the Job Site at all times) which contains the following: Index Sheet, TCEQ Signature Authority, TCEQ Small Construction Site Notice, Contractor Certification of Compliance, SW3P Inspector Qualification Statements, Inspection and Maintenance Reports (Form 2118), SW3P Sheet, Site Location Maps, Stored Material Lists specifying associated control measures and the Appendix which contains the TPDES Construction General Permit, MS4 Operator Notification(s) and the Construction PSL Permits per all applicable requirements.
- B. For projects disturbing 5 acres or more, the Contractor will follow the actions listed in (10.A.) above with the addition of the following: Notice Of Intent (N.O.I.) and Fee Payment Form, TCEQ Large Construction Site Notice (to be used instead of Small Site Notice), and TPDES Permit Coverage Notice.
- C. For projects disturbing less than one acre, actions described in (10.A.) and (10.B.) above are not required. Acreage is calculated by adding Total Area To Be Disturbed Acres on project (See \*7 above) and the PSL(s) acreage located within one mile of project.

B. EROSION AND SEDIMENT CONTROLS

1. SOIL STABILIZATION PRACTICES: (Select T = Temporary or P = Permanent, as applicable)

- |                                  |  |
|----------------------------------|--|
| <u>T</u> TEMPORARY SEEDING       | <u>P</u> PRESERVATION OF NATURAL RESOURCES   |
| <u>T</u> MULCHING (Hay or Straw) | <u>  </u> FLEXIBLE CHANNEL LINER   |
| <u>  </u> BUFFER ZONES           | <u>  </u> RIGID CHANNEL LINER  |
| <u>  </u> PLANTING               | <u>T</u> SOIL RETENTION BLANKET  |
| <u>P</u> SEEDING                 | <u>  </u> COMPOST MANUFACTURED TOPSOIL   |
| <u>P</u> SODDING                 | <u>  </u> VERTICAL TRACKING  |
|                                  | <u>T</u> OTHER: Disturbed areas on which construction activity has ceased, either temporarily or permanently, shall be stabilized within 14 days unless activities are scheduled to resume and do so within 21 days. |

2. STRUCTURAL PRACTICES:

(T = Temporary or P = Permanent)

- |  |  |
|--|--|
| <u>  </u> SILT FENCES                                  |  |
| <u>T</u> EROSION CONTROL LOGS                          |  |
| <u>  </u> EROSION CONTROL COMPOST BERMS (Low Velocity) |  |
| <u>T</u> ROCK FILTER DAMS                              |  |
| <u>  </u> DIVERSION, INTERCEPTOR, OR PERIMETER DIKES   |  |
| <u>  </u> DIVERSION, INTERCEPTOR, OR PERIMETER SWALES  |  |
| <u>  </u> DIVERSION DIKE AND SWALE COMBINATIONS        |  |
| <u>  </u> PIPE SLOPE DRAINS                            |  |
| <u>  </u> PAVED FLUMES                                 |  |
| <u>T</u> ROCK BEDDING AT CONSTRUCTION EXIT             |  |
| <u>  </u> TIMBER MATTING AT CONSTRUCTION EXIT          |  |
| <u>  </u> CHANNEL LINERS                               |  |
| <u>  </u> SEDIMENT TRAPS                               |  |
| <u>  </u> SEDIMENT BASINS                              |  |
| <u>  </u> STORM INLET SEDIMENT TRAP                    |  |
| <u>  </u> STONE OUTLET STRUCTURES                      |  |
| <u>  </u> CURBS AND GUTTERS                            |  |
| <u>  </u> STORM SEWERS                                 |  |
| <u>  </u> VELOCITY CONTROL DEVICES                     |  |
| <u>P</u> OTHER: Vegetative filter strips               |  |

NOTE: TOP OF BMP'S SHOULD NOT BE HIGHER THAN ROADWAY ELEVATION AS NOT TO FLOOD ROADWAY UNLESS PRIOR APPROVAL FROM ENGINEER IS OBTAINED.

3. STORM WATER MANAGEMENT:

- A. Storm water drainage will be provided by ditches and culverts which will carry drainage within the R.O.W. to the lows within the roadway and project site which drains to natural facilities.
- B. Non paved areas and ditches shall be stabilized with a permanent vegetative cover.
- C. Other permanent erosion controls include hydraulic design to limit structure outlet velocities and grading design generally consisting of 4 :1 or flatter slopes with permanent vegetative cover.

4. STORM WATER MANAGEMENT ACTIVITIES: (Sequence of Construction)

1. Place Temporary SW3P measures.
2. Prepare ROW.
3. Construct roadway. Activities to include excavation, embankment, pavement. Sediment control devices will be added or adjusted as needed to continue controlling runoff.
4. Stabilize disturbed areas with seeding.
5. Structural practices on grassed slopes will remain in place until seeding is effective. Inlet protection controls may be removed upon completion of pavement construction activities.

5. NON-STORM WATER DISCHARGES:

C. OTHER REQUIREMENTS & PRACTICES

1. MAINTENANCE:

Maintain all erosion and sediment controls in good working order. Perform any necessary cleaning/repairs/replacements at the earliest possible date prior to next rain event, but no later than 7 calendar days. Ensure the surrounding ground has dried sufficiently to prevent damage from equipment. "Too Wet" is the only reason for not adhering to time frames described. When construction activities permanently or temporarily cease and are not expected to resume for 14 or more days on a disturbed portion of the site, stabilization measures must be initiated immediately.

2. INSPECTION:

A Construction Observer will perform a regularly scheduled SW3P inspection every 7 calendar days. An Inspection and Maintenance Report, signed by the Construction Observer and the Contractor, will be filed for each inspection. Revise/clean/repair/replace each BMP control device in accordance with the current Field Inspection and Maintenance Report (Form 2118) and Item 1 (Maintenance) above.

3. WASTE MATERIALS:

On a daily basis, or as may be directed, collect all waste materials, trash and debris from the construction site and deposit into a metal dumpster having a secure cover and which meets all state and local city solid waste management requirements. Empty the dumpster as required by regulation, or as may be directed, at a local approved landfill site. Do not bury construction waste on the construction project site.

4. HAZARDOUS WASTE & SPILL REPORTING:

As a minimum, any products in the following categories are considered to be hazardous: Paints, Acids, Solvents, Fuels, Asphalt Products, Chemical Additives for Soil Stabilization, and Concrete Curing Compounds or Additives. When storing hazardous material on the project site, or at a Project Specific Location, take all practicable precaution to prevent and/or contain any spillage of these materials. In the event of a spill, contact the spill coordinator immediately.

5. SANITARY WASTE:

Use a licensed sanitary waste management contractor to collect all sanitary waste from portable units as may be required by local regulation, or as directed.

6. CONSTRUCTION VEHICLE TRACKING:

On a regular basis, or as may be directed, dampen haul roads for dust control and stabilize construction entrances/exits. Provide for a motorized broom or vacuum type sweeper to be available on a daily basis, or as may be directed, to remove sediment from paved roadways abutting or traversing the project site.

7. MANAGEMENT PRACTICES:

- A. Construct disposal areas, stockpiles, haul roads and PSL's in a manner that will minimize and control the amount of sediment that may enter receiving waters. Do not locate disposal areas in any wetland, waterbody or streambed.
- B. Locate construction staging areas, vehicle maintenance and PSL's areas in a manner to minimize the runoff of pollutants.
- C. When working in or near a wetland, install and maintain operating silt erosion and sediment controls at all times during construction and isolate the work from the wetland.
- D. Clear all waterways as soon as practicable of temporary embankment, temporary bridges, matting, falsework, piling, debris or other obstructions placed during construction operations that are not a part of the finished work.
- E. Procedures and/or practices should be taken to control dust.
- F. Sediment to be removed from roadways daily or when work begins after weather events if construction activities have ceased due to weather event.
- G. The Contractor will be required to contain wash water from concrete trucks in a manner that will prevent same from entering any waterway.
- H. The Contractor is responsible for insuring that all Subcontractors are aware and comply with all components of the Temporary Erosion Control Plans.



WILLIAMSON COUNTY

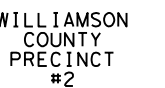
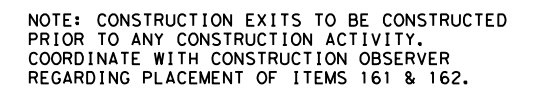
STORM WATER POLLUTION PREVENTION PLAN (SW3P)

TEMPLATE REVISION DATE: 06/12/2015

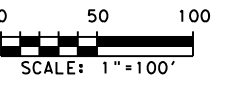
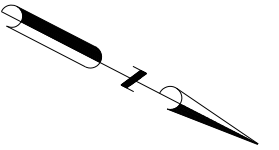
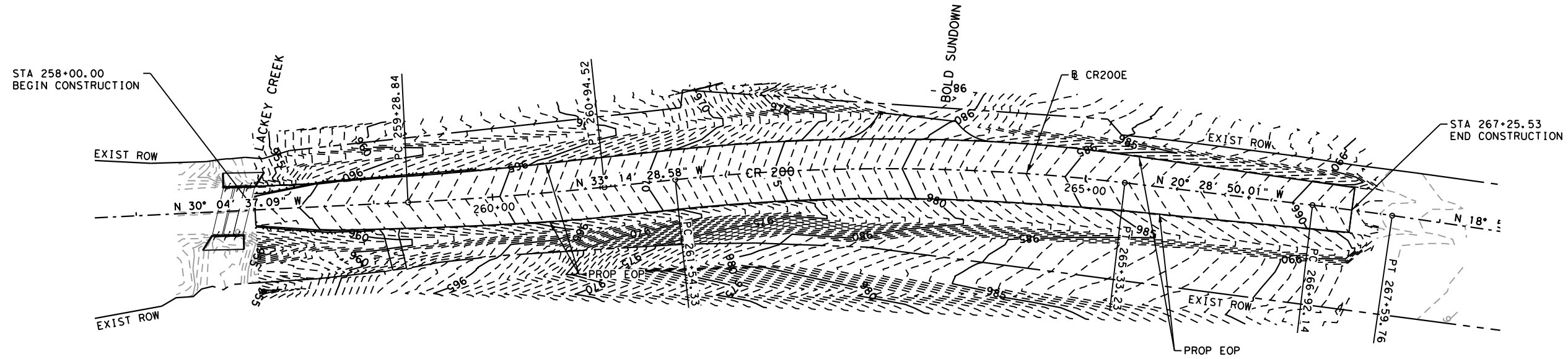
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CHECK	TEXAS		WILLIAMSON	
CHECK	CONTROL	SECTION	JOB	61



J. Kent O'Brien, P.E. 12/21/17  
Signature of Registrant & Date



CR 200  
AT BOLD SUNDOWN  
SW3P PLAN  
TEMPORARY & PERMANENT



WILLIAMSON  
COUNTY  
PRECINCT  
#2

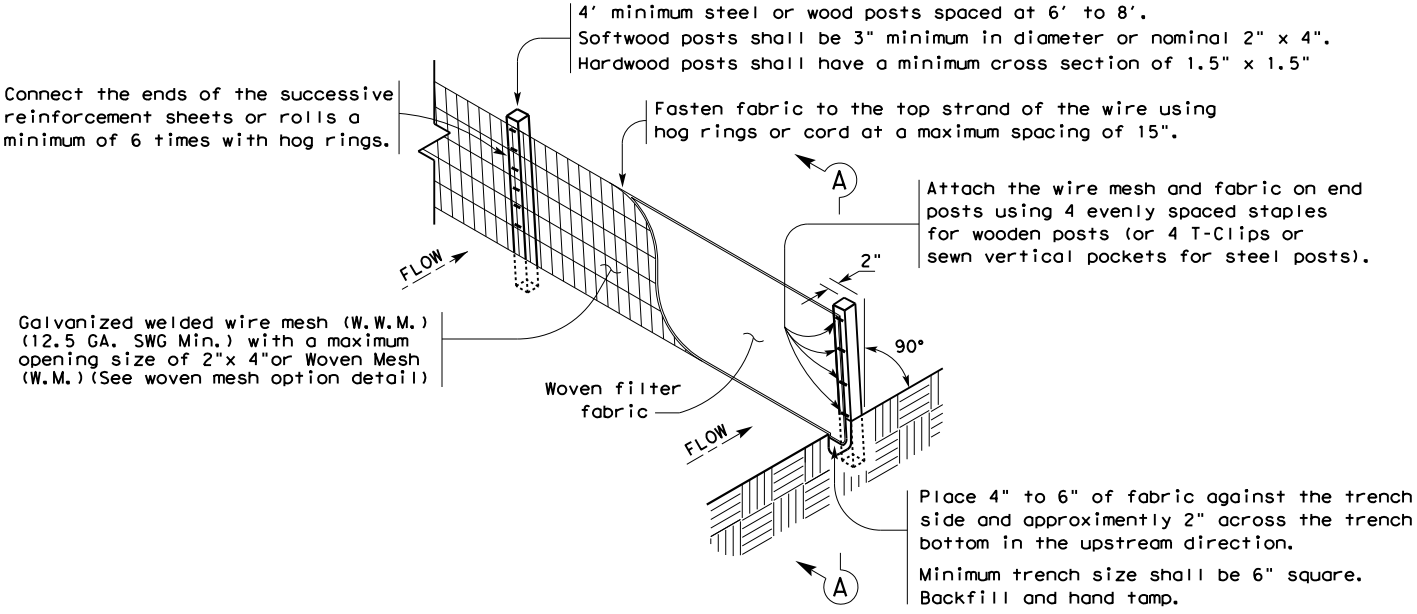


TBPE FIRM  
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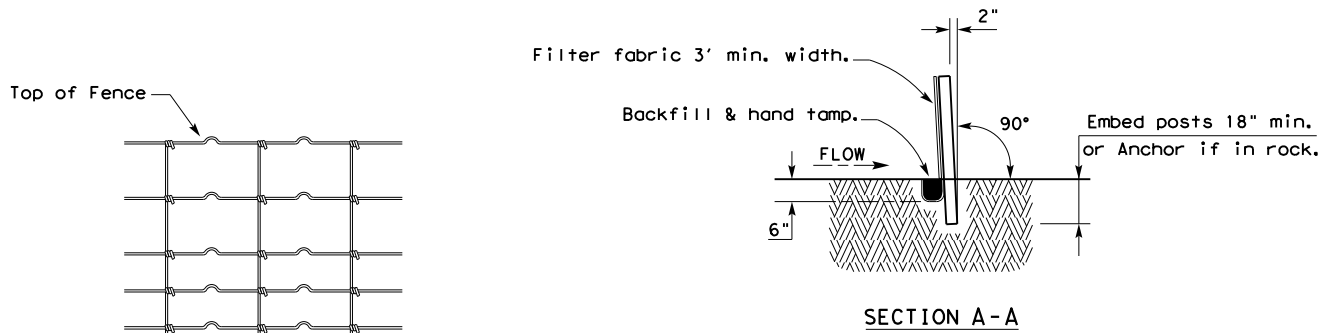
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AT BOLD SUNDOWN  
SW3P PLAN  
TEMPORARY & PERMANENT

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TEMPORARY SEDIMENT CONTROL FENCE

SCF



HINGE JOINT KNOT WOVEN MESH (OPTION) DETAIL

Galvanized hinge joint knot woven mesh (12.5 GA. SWG Min.) requires a minimum of five horizontal wires spaced at a maximum of 12 inches apart and all vertical wires spaced at a maximum of 12 inches apart.

SEDIMENT CONTROL FENCE USAGE GUIDELINES

A sediment control fence may be constructed near the downstream perimeter of a disturbed area along a contour to intercept sediment from overland runoff. A 2 year storm frequency may be used to calculate the flow rate to be filtered.

Sediment control fence should be sized to filter a maximum flow through rate of 100 GPM/FT<sup>2</sup>. Sediment control fence is not recommended to control erosion from a drainage area larger than 2 acres.

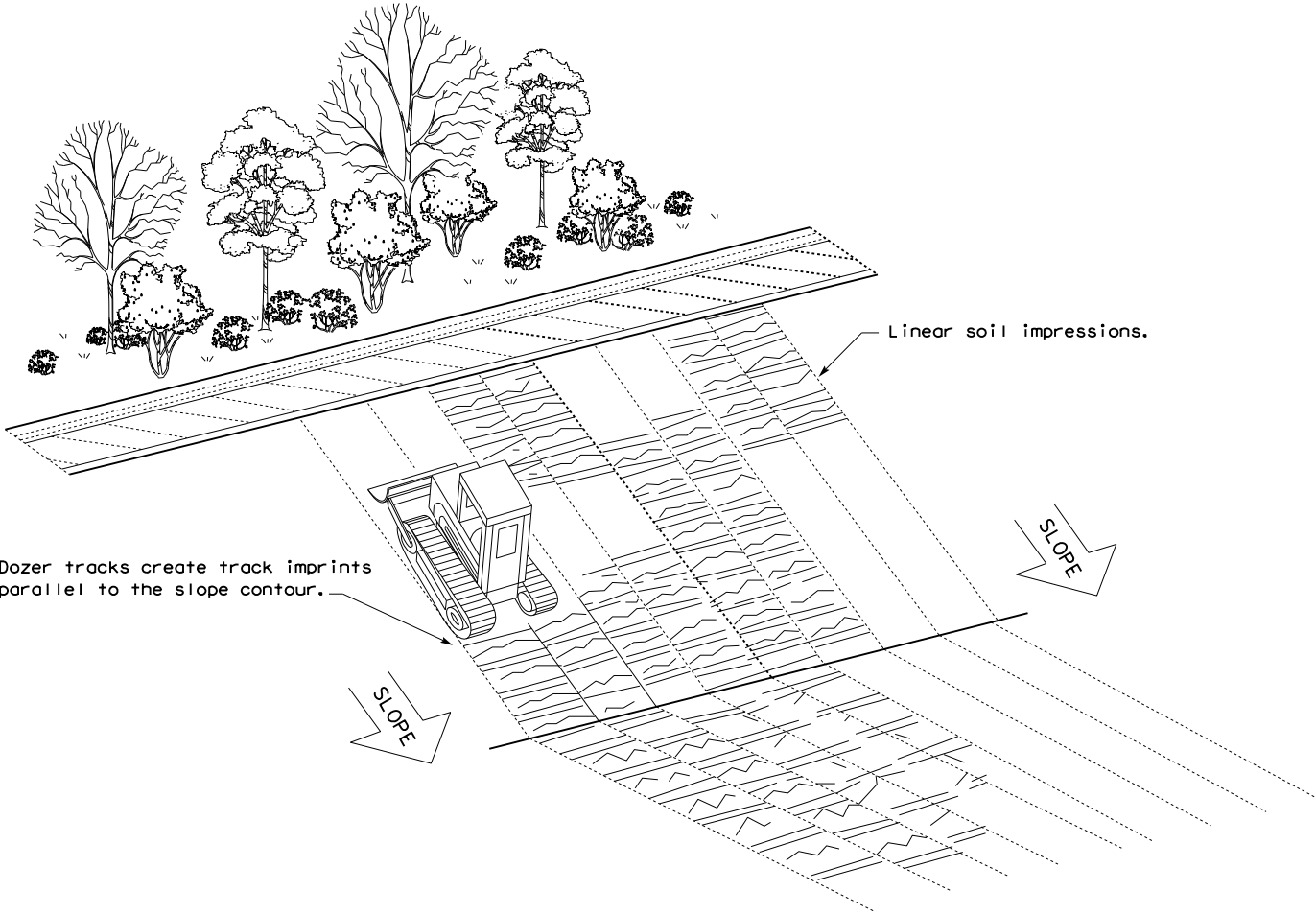
LEGEND

Sediment Control Fence


SCF

GENERAL NOTES

1. Vertical tracking is required on projects where soil distributing activities have occurred unless otherwise approved.
2. Perform vertical tracking on slopes to temporarily stabilize soil.
3. Provide equipment with a track undercarriage capable of producing linear soil impressions measuring a minimum of 12" in length by 2" to 4" in width by 1/2" to 2" in depth.
4. Do not exceed 12" between track impressions.
5. Install continuous linear track impressions where the minimum 12" length impressions are perpendicular to the slope or direction of water flow.



VERTICAL TRACKING



Texas Department of Transportation

Design Division Standard

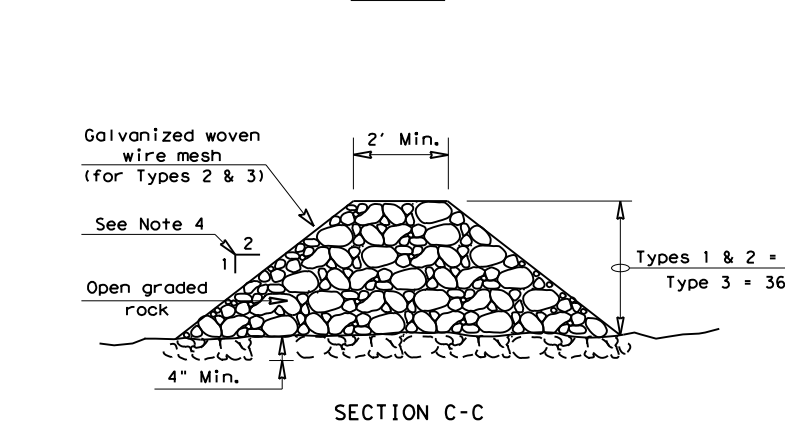
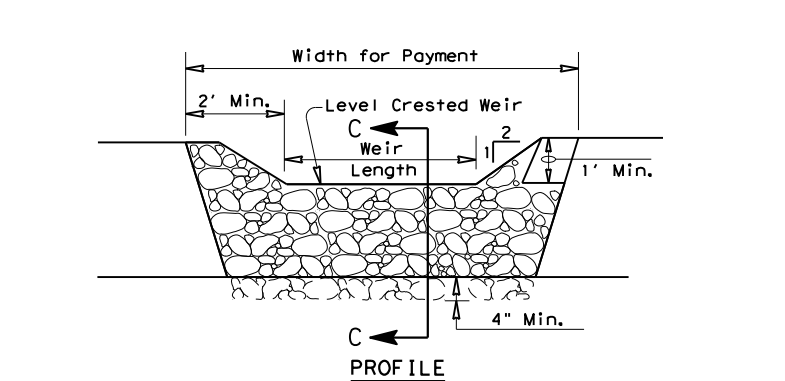
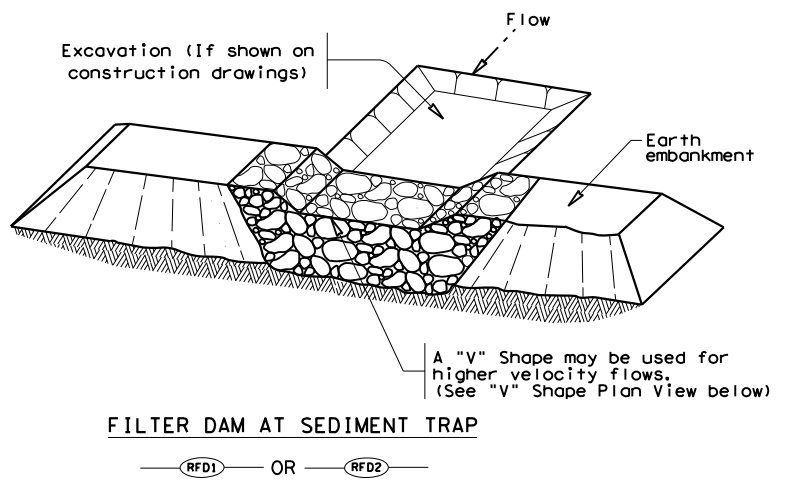
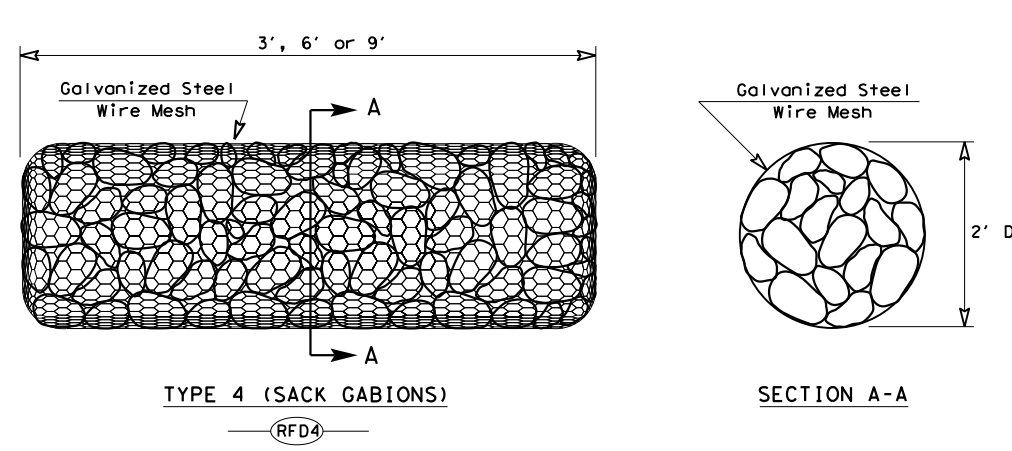
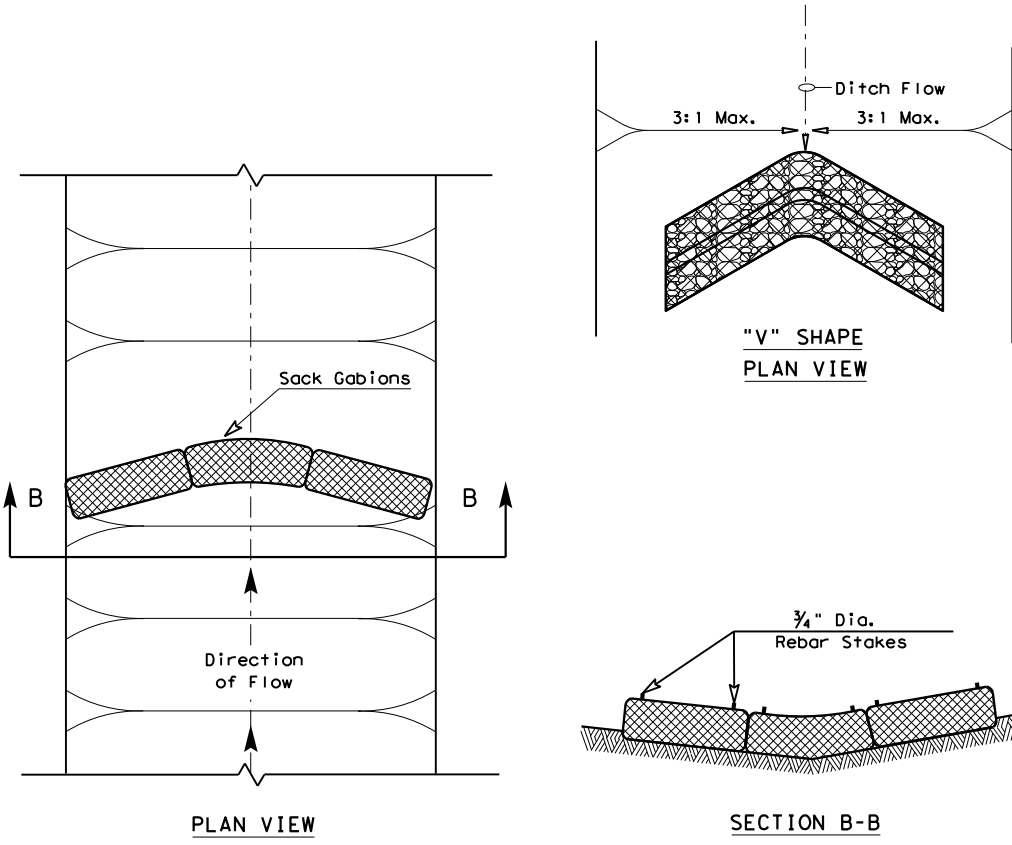
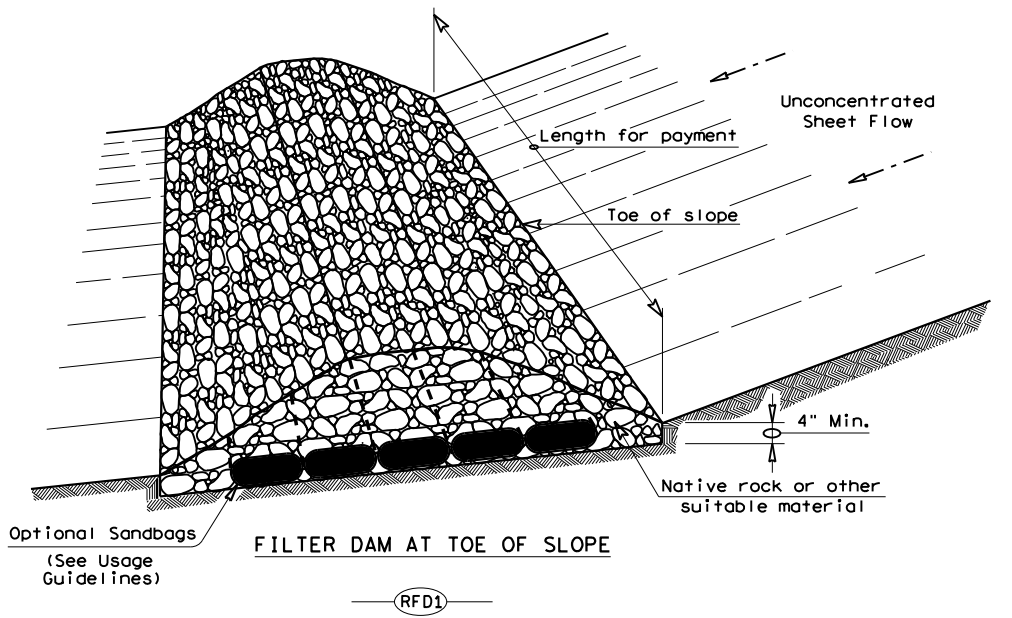
TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES FENCE & VERTICAL TRACKING

EC(1)-16

FILE: ec116	DN: TxDOT	CK: KM	DW: VP	DN/CK: LS
© TxDOT: JULY 2016	CONT	SECT	JOB	HIGHWAY
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AUS	WILLIAMSON			64

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**ROCK FILTER DAM USAGE GUIDELINES**

Rock Filter Dams should be constructed downstream from disturbed areas to intercept sediment from overland runoff and/or concentrated flow. The dams should be sized to filter a maximum flow through rate of 60 GPM/FT<sup>2</sup> of cross sectional area. A 2 year storm frequency may be used to calculate the flow rate.

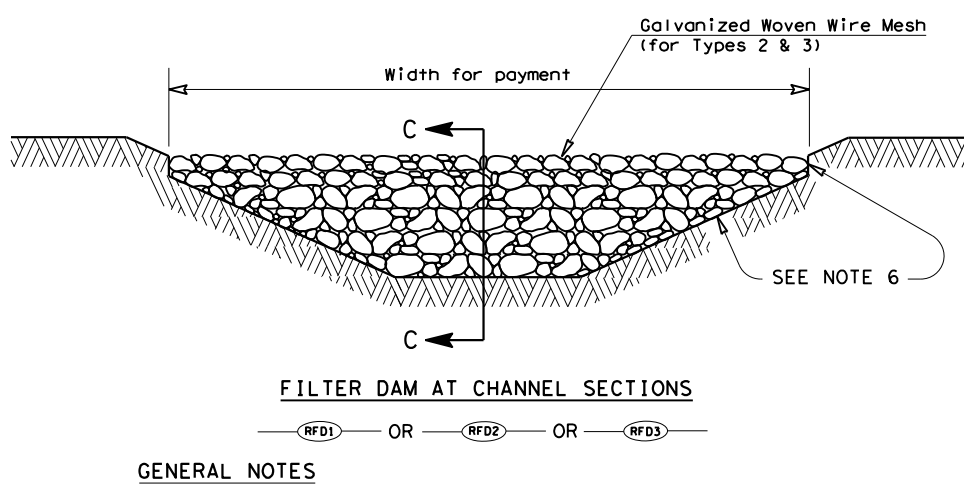
Type 1 (18" high with no wire mesh) (3" to 6" aggregate): Type 1 may be used at the toe of slopes, around inlets, in small ditches, and at dike or swale outlets. This type of dam is recommended to control erosion from a drainage area of 5 acres or less. Type 1 may not be used in concentrated high velocity flows (approximately 8 Ft/Sec or more) in which aggregate wash out may occur. Sandbags may be used at the embedded foundation (4" deep min.) for better filtering efficiency of low flows if called for on the plans or directed by the Engineer.

Type 2 (18" high with wire mesh) (3" to 6" aggregate): Type 2 may be used in ditches and at dike or swale outlets.

Type 3 (36" high with wire mesh) (4" to 8" aggregate): Type 3 may be used in stream flow and should be secured to the stream bed.

Type 4 (Sack gabions) (3" to 6" aggregate): Type 4 May be used in ditches and smaller channels to form an erosion control dam.

Type 5: Provide rock filter dams as shown on plans.



- GENERAL NOTES**
1. If shown on the plans or directed by the Engineer, filter dams should be placed near the toe of slopes where erosion is anticipated, upstream and/or downstream at drainage structures, and in roadway ditches and channels to collect sediment.
  2. Materials (aggregate, wire mesh, sandbags, etc.) shall be as indicated by the specification for "Rock Filter Dams for Erosion and Sedimentation Control".
  3. The rock filter dam dimensions shall be as indicated on the SW3P plans.
  4. Side slopes should be 2:1 or flatter. Dams within the safety zone shall have sideslopes of 6:1 or flatter.
  5. Maintain a minimum of 1' between top of rock filter dam weir and top of embankment for filter dams at sediment traps.
  6. Filter dams should be embedded a minimum of 4" into existing ground.
  7. The sediment trap for ponding of sediment laden runoff shall be of the dimensions shown on the plans.
  8. Rock filter dam types 2 & 3 shall be secured with 20 gauge galvanized woven wire mesh with 1" diameter hexagonal openings. The aggregate shall be placed on the mesh to the height & slopes specified. The mesh shall be folded at the upstream side over the aggregate and tightly secured to itself on the downstream side using wire ties or hog rings. For in stream use, the mesh should be secured or staked to the stream bed prior to aggregate placement.
  9. Sack Gabions should be staked down with 3/4" dia. rebar stakes, and have a double-twisted hexagonal weave with a nominal mesh opening of 2 1/2" x 3 1/4".
  10. Flow outlet should be onto a stabilized area (vegetation, rock, etc.).
  11. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

**PLAN SHEET LEGEND**

Type 1 Rock Filter Dam — RFD1 —

Type 2 Rock Filter Dam — RFD2 —

Type 3 Rock Filter Dam — RFD3 —

Type 4 Rock Filter Dam — RFD4 —

Texas Department of Transportation

**TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES**

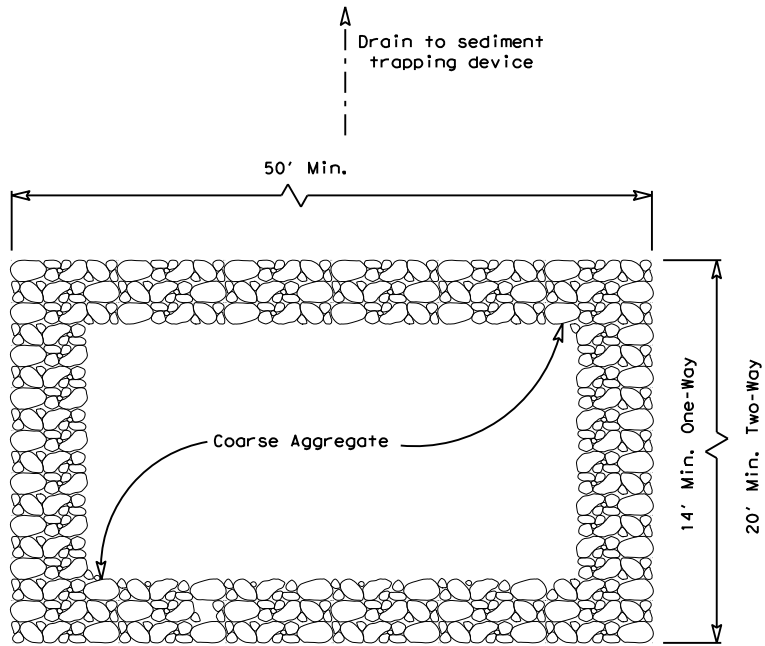
**ROCK FILTER DAMS**

**EC(2)-16**

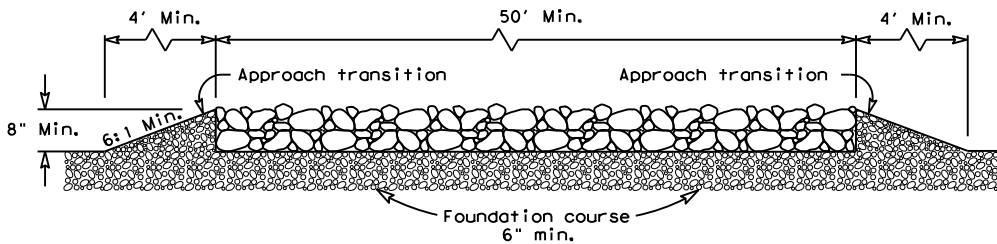
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© TxDOT: JULY 2016	CONT	SECT	JOB	HIGHWAY
REVISIONS	TBD	TBD	TBD	CR 200
	DIST	COUNTY	SHEET NO.	
AUS	WILLIAMSON	65		

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PLAN VIEW

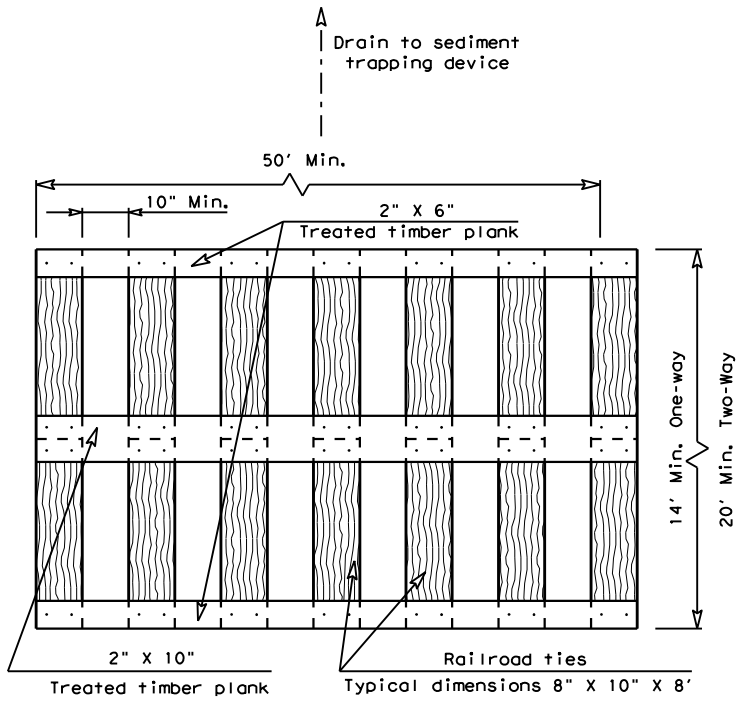


ELEVATION VIEW

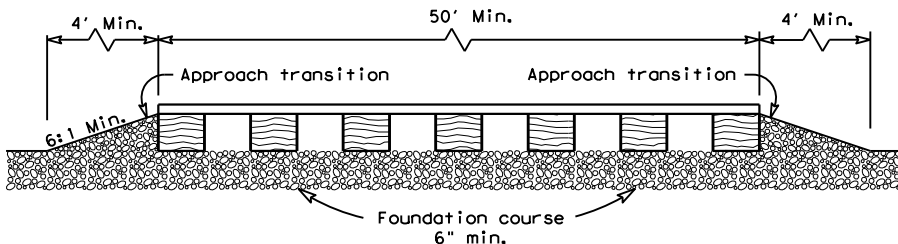
CONSTRUCTION EXIT (TYPE 1)  
ROCK CONSTRUCTION (LONG TERM)

GENERAL NOTES (TYPE 1)

1. The length of the type 1 construction exit shall be as indicated on the plans, but not less than 50'.
2. The coarse aggregate should be open graded with a size of 4" to 8".
3. The approach transitions should be no steeper than 6:1 and constructed as directed by the Engineer.
4. The construction exit foundation course shall be flexible base, bituminous concrete, portland cement concrete or other materials approved by the Engineer.
5. The construction exit shall be graded to allow drainage to a sediment trapping device.
6. The guidelines shown hereon are suggestions only and may be modified by the Engineer.
7. Construct exits with a width of at least 14 ft. for one-way and 20 ft. for two-way traffic for the full width of the exit, or as directed by the engineer.



PLAN VIEW

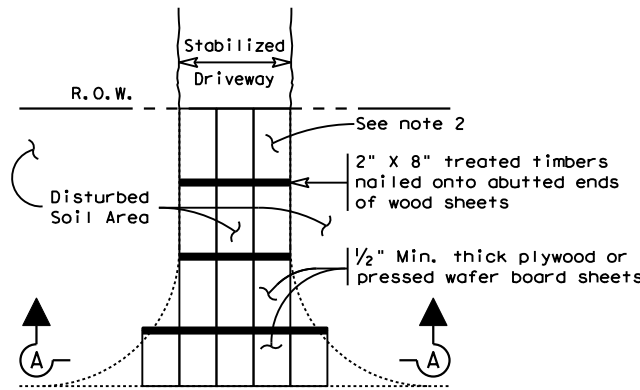


ELEVATION VIEW

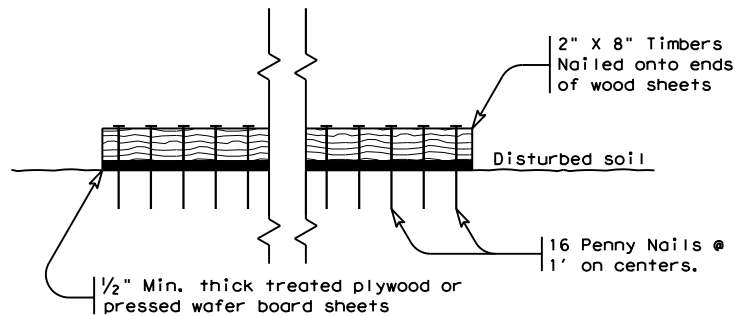
CONSTRUCTION EXIT (TYPE 2)  
TIMBER CONSTRUCTION (LONG TERM)

GENERAL NOTES (TYPE 2)

1. The length of the type 2 construction exit shall be as indicated on the plans, but not less than 50'.
2. The treated timber planks shall be attached to the railroad ties with 1/2"x 6" min. lag bolts. Other fasteners may be used as approved by the Engineer.
3. The treated timber planks shall be #2 grade min., and should be free from large and loose knots.
4. The approach transitions shall be no steeper than 6:1 and constructed as directed by the Engineer.
5. The construction exit foundation course shall be flexible base, bituminous concrete, portland cement concrete or other material as approved by the Engineer.
6. The construction exit should be graded to allow drainage to a sediment trapping device.
7. The guidelines shown hereon are suggestions only and may be modified by the Engineer.
8. Construct exits with a width of at least 14 ft. for one-way and 20 ft. for two-way traffic for the full width of the exit, or as directed by the engineer.




PLAN VIEW



SECTION A-A  
CONSTRUCTION EXIT (TYPE 3)  
SHORT TERM

GENERAL NOTES (TYPE 3)

1. The length of the type 3 construction exit shall be as shown on the plans, or as directed by the Engineer.
2. The type 3 construction exit may be constructed from open graded crushed stone with a size of two to four inches spread a min. of 4" thick to the limits shown on the plans.
3. The treated timber planks shall be #2 grade min., and should be free from large and loose knots.
4. The guidelines shown hereon are suggestions only and may be modified by the Engineer.



Texas Department of Transportation

Design Division Standard

TEMPORARY EROSION,  
SEDIMENT AND WATER  
POLLUTION CONTROL MEASURES

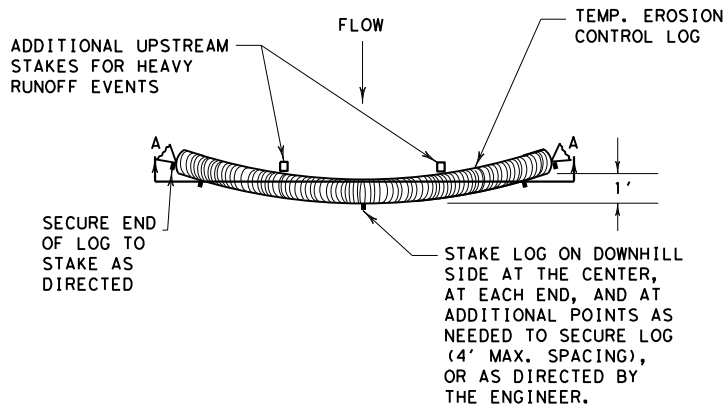
CONSTRUCTION EXITS

EC (3) - 16

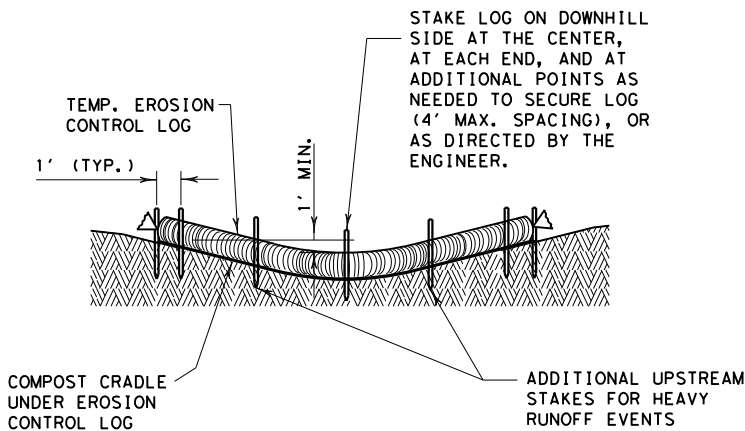
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PLAN VIEW



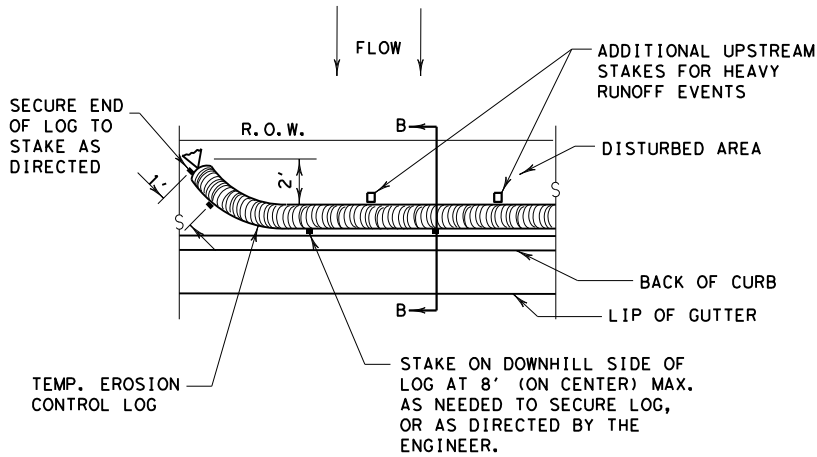
SECTION A-A

EROSION CONTROL LOG DAM

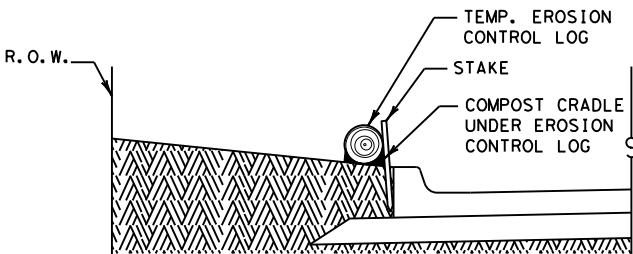
CL-D

LEGEND

- CL-D EROSION CONTROL LOG DAM
- CL-BOC EROSION CONTROL LOG AT BACK OF CURB
- CL-ROW EROSION CONTROL LOG AT EDGE OF RIGHT-OF-WAY
- CL-SST EROSION CONTROL LOGS ON SLOPES STAKE AND TRENCHING ANCHORING
- CL-SSL EROSION CONTROL LOGS ON SLOPES STAKE AND LASHING ANCHORING
- CL-DI EROSION CONTROL LOG AT DROP INLET
- CL-CI EROSION CONTROL LOG AT CURB INLET
- CL-GI EROSION CONTROL LOG AT CURB & GRATE INLET



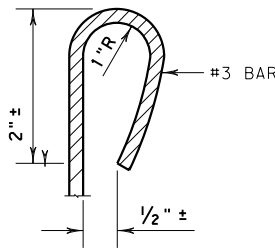
PLAN VIEW



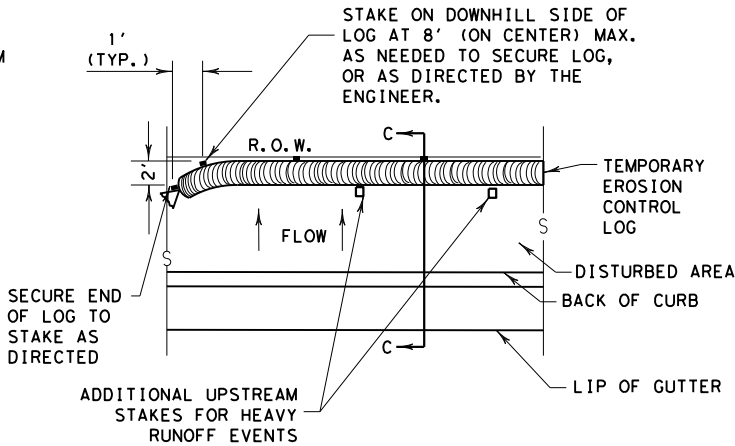
SECTION B-B

EROSION CONTROL LOG AT BACK OF CURB

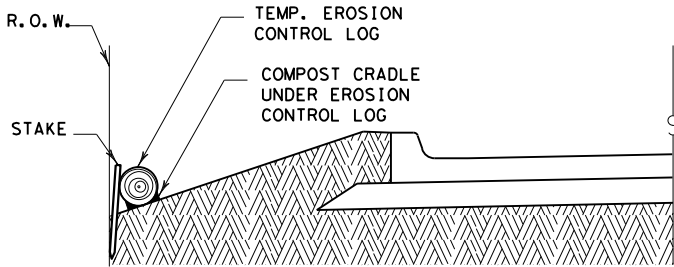
CL-BOC



REBAR STAKE DETAIL



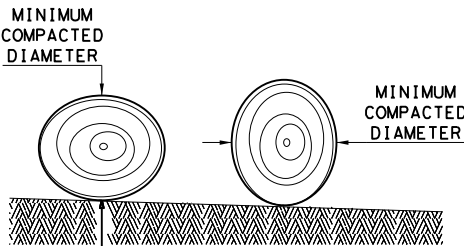
PLAN VIEW



SECTION C-C

EROSION CONTROL LOG AT EDGE OF RIGHT-OF-WAY

CL-ROW



DIAMETER MEASUREMENTS OF EROSION CONTROL LOGS SPECIFIED IN PLANS

GENERAL NOTES:

1. EROSION CONTROL LOGS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS, OR AS DIRECTED BY THE ENGINEER.
2. LENGTHS OF EROSION CONTROL LOGS SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND AS REQUIRED FOR THE PURPOSE INTENDED.
3. UNLESS OTHERWISE DIRECTED, USE BIODEGRADABLE OR PHOTODEGRADABLE CONTAINMENT MESH ONLY WHERE LOG WILL REMAIN IN PLACE AS PART OF A VEGETATIVE SYSTEM. FOR TEMPORARY INSTALLATIONS, USE RECYCLABLE CONTAINMENT MESH.
4. FILL LOGS WITH SUFFICIENT FILTER MATERIAL TO ACHIEVE THE MINIMUM COMPACTED DIAMETER SPECIFIED IN THE PLANS WITHOUT EXCESSIVE DEFORMATION.
5. STAKES SHALL BE 2" X 2" WOOD OR #3 REBAR, 2'-4' LONG, EMBEDDED SUCH THAT 2" PROTRUDES ABOVE LOG, OR AS DIRECTED BY THE ENGINEER.
6. DO NOT PLACE STAKES THROUGH CONTAINMENT MESH.
7. COMPOST CRADLE MATERIAL IS INCIDENTAL & WILL NOT BE PAID FOR SEPARATELY.
8. SANDBAGS USED AS ANCHORS SHALL BE PLACED ON TOP OF LOGS & SHALL BE OF SUFFICIENT SIZE TO HOLD LOGS IN PLACE.
9. TURN THE ENDS OF EACH ROW OF LOGS UPSLOPE TO PREVENT RUNOFF FROM FLOWING AROUND THE LOG.
10. FOR HEAVY RUNOFF EVENTS, ADDITIONAL UPSTREAM STAKES MAY BE NECESSARY TO KEEP LOG FROM FOLDING IN ON ITSELF.

SEDIMENT BASIN & TRAP USAGE GUIDELINES

An erosion control log sediment trap may be used to filter sediment out of runoff draining from an unstabilized area.

**Log Traps:** The drainage area for a sediment trap should not exceed 5 acres. The trap capacity should be 1800 CF/Acre (0.5" over the drainage area).


Control logs should be placed in the following locations:

1. Within drainage ditches spaced as needed or min. 500' on center
2. Immediately preceding ditch inlets or drain inlets
3. Just before the drainage enters a water course
4. Just before the drainage leaves the right of way
5. Just before the drainage leaves the construction limits where drainage flows away from the project.

The logs should be cleaned when the sediment has accumulated to a depth of 1/2 the log diameter.

Cleaning and removal of accumulated sediment deposits is incidental and will not be paid for separately.

SHEET 1 OF 3



Texas Department of Transportation

Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

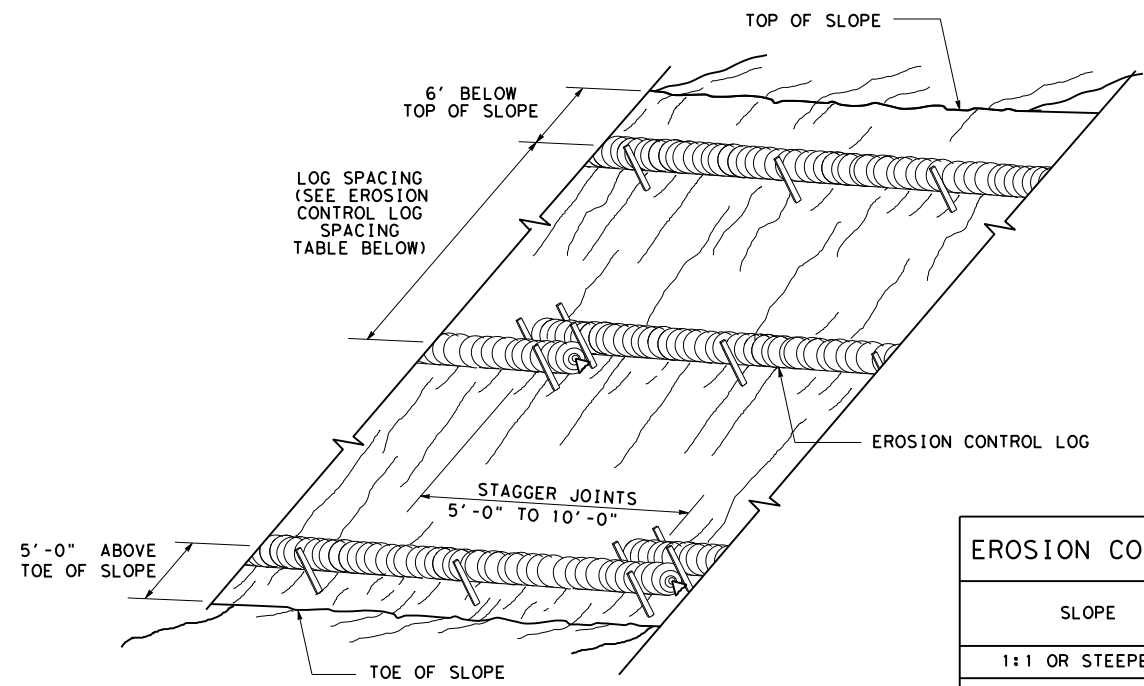
EROSION CONTROL LOG

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	DIST	COUNTY		SHEET NO.
	AUS	WILLIAMSON		67

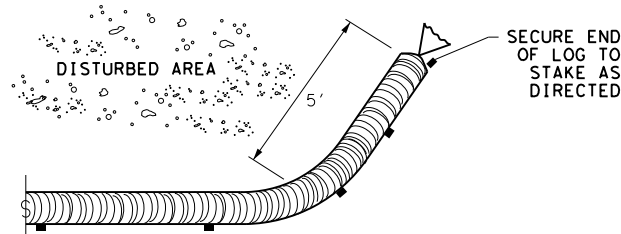
DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE: 12/21/2017  
FILE: H:\OBES\CR 200\Documents\WA-4\_CR201-BS\SHEETS\Standards\ErosionControl\ec916.dgn



EROSION CONTROL LOGS ON SLOPES  
STAKE AND TRENCHING ANCHORING

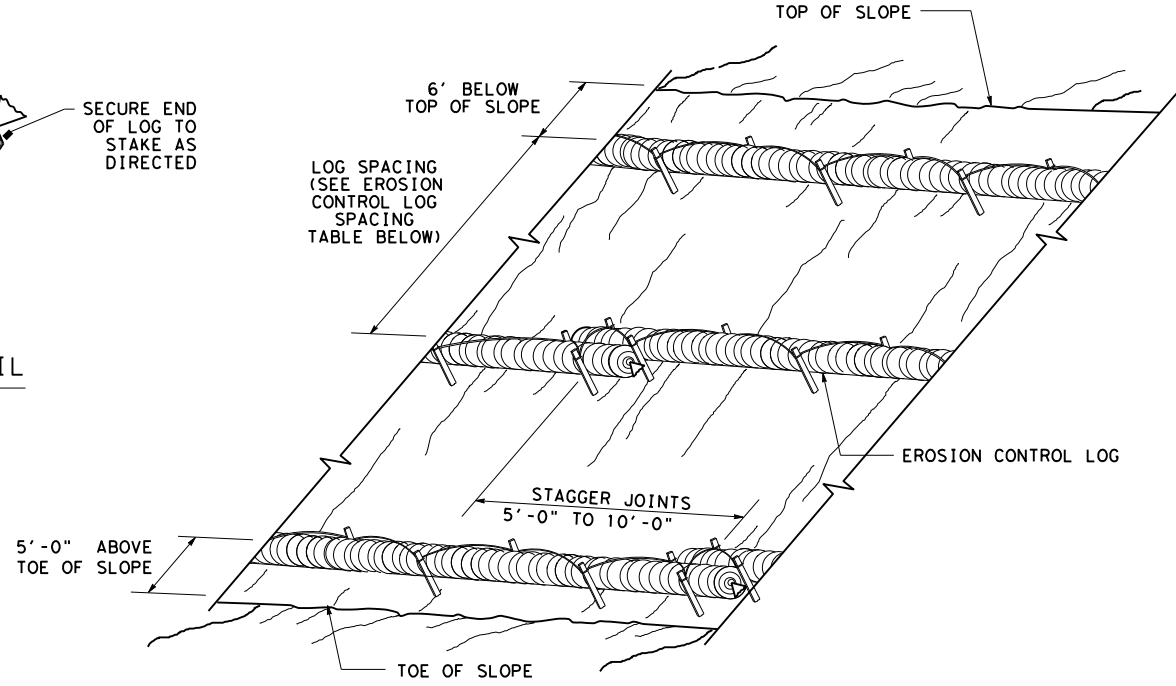
CL-SST



END SECTION RAP DETAIL

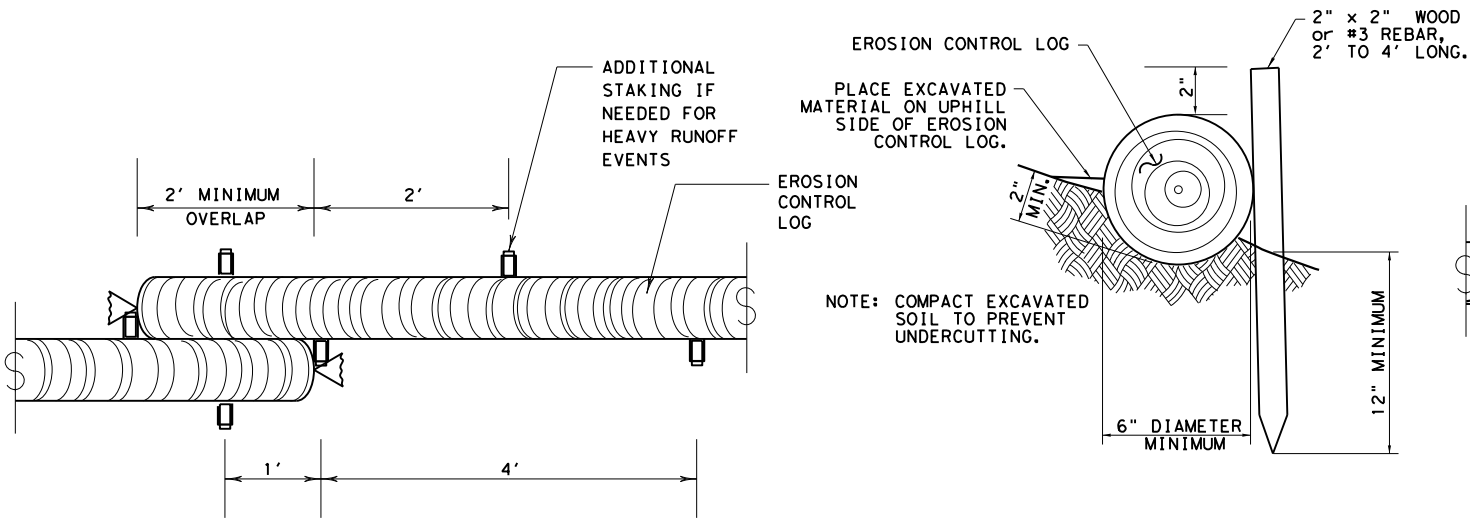
SLOPE	LOG DIAMETER			
	6"	8"	12"	18"
1:1 OR STEEPER	5'	10'	15'	20'
2:1	10'	20'	30'	40'
3:1	15'	30'	45'	60'
4:1 OR FLATTER	20'	40'	60'	80'

\* ADJUSTMENTS CAN BE MADE FOR SOIL TYPE:  
SOFT, LOAMY SOILS-ADJUST ROWS CLOSER TOGETHER;  
HARD, ROCKY SOILS- ADJUST ROWS FARTHER APART



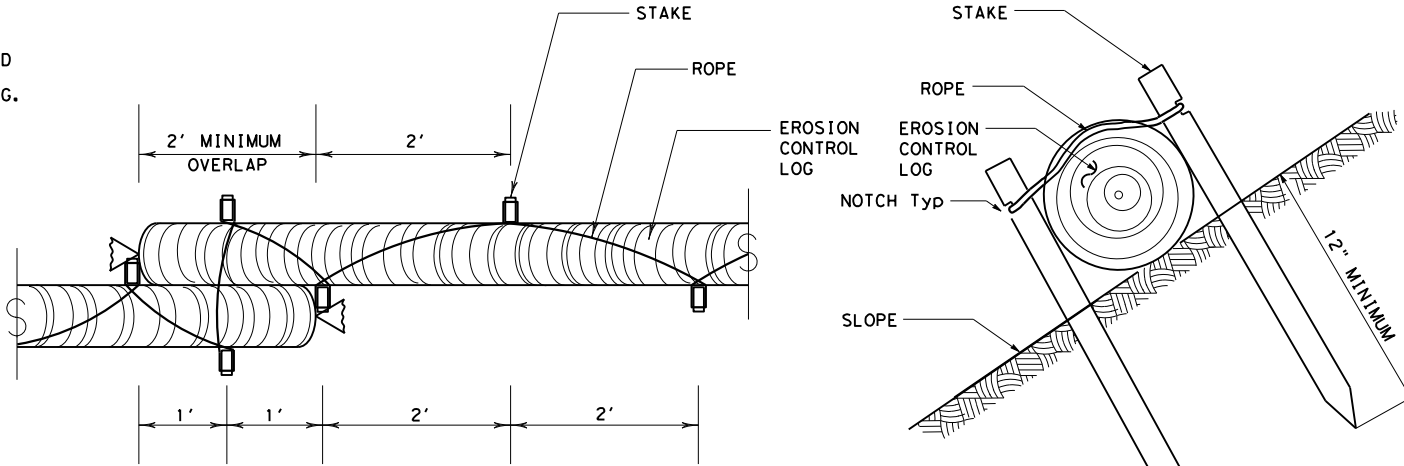
EROSION CONTROL LOGS ON SLOPES  
STAKE AND LASHING ANCHORING

CL-SSL



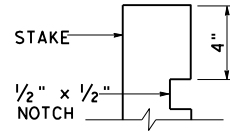
STAKE AND TRENCHING ANCHORING DETAIL

CL-SST



STAKE AND LASHING ANCHORING DETAIL


CL-SSL



STAKE NOTCH DETAIL

TRENCH DEPTH TABLE	
LOG DIAMETER	DEPTH
6"	2"
8"	3"
12"	4"
18"	5"

SHEET 2 OF 3



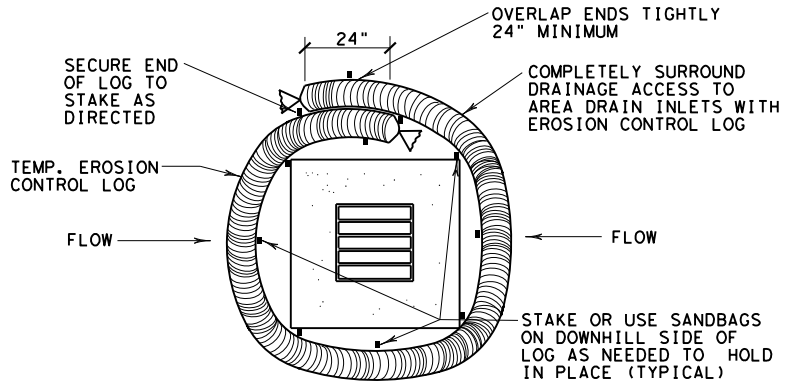
Design  
Division  
Standard

TEMPORARY EROSION,  
SEDIMENT AND WATER  
POLLUTION CONTROL MEASURES  
EROSION CONTROL LOG  
EC (9) - 16

FILE: ec116	DN: TxDOT	CK: KM	DW: LS/PT	CK: LS
© TxDOT: JULY 2016	CONT	SECT	JOB	HIGHWAY
REVISIONS	TBD	TBD	TBD	CR 200
DIST	AUS	COUNTY	WILLIAMSON	SHEET NO. 68

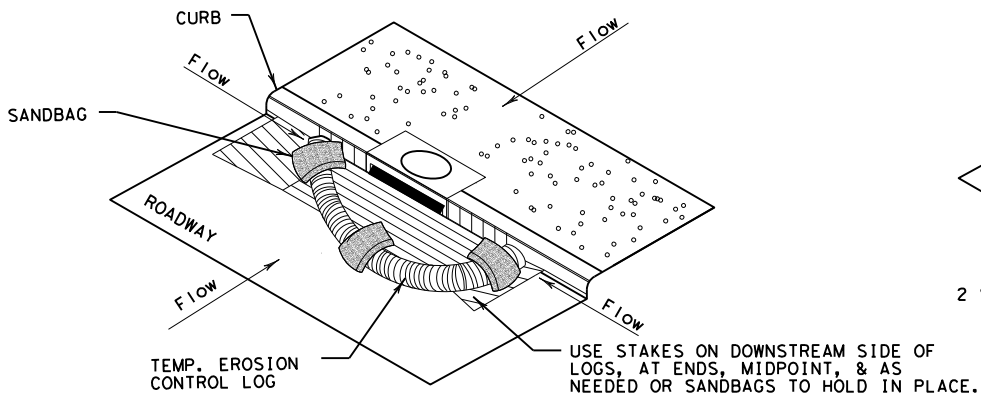
DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE: 12/21/2017  
FILE: H:\OBES\CR 200\Documents\WA-4\_CR201-BS\SHEETS\Standards\ErosionControl\ec916.dgn



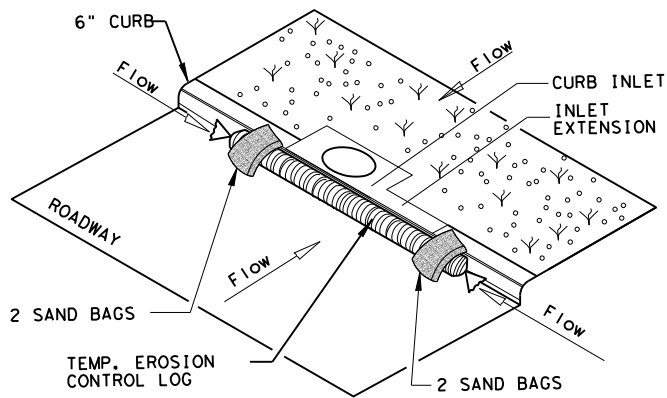
EROSION CONTROL LOG AT DROP INLET

CL-DI



EROSION CONTROL LOG AT CURB INLET

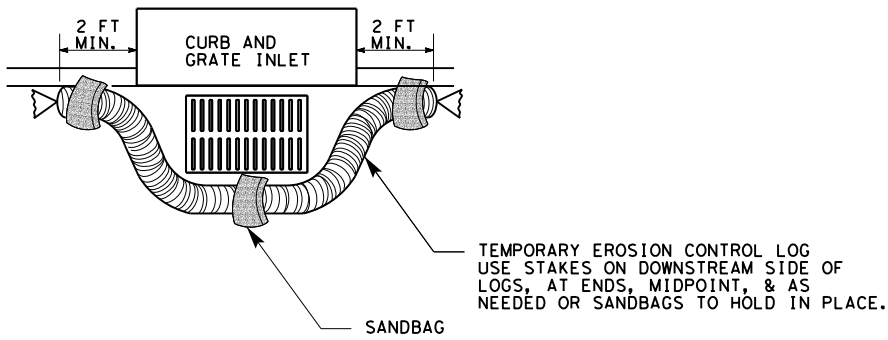
CL-CI



EROSION CONTROL LOG AT CURB INLET

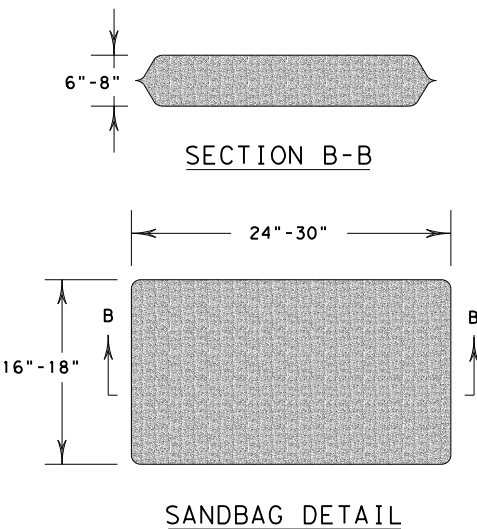
CL-CI

NOTE:  
EROSION CONTROL LOGS USED AT CURB INLETS SHOULD ONLY BE USED IF THEY WILL NOT IMPEDE TRAFFIC OR FLOOD THE ROADWAY OR WHEN THE STORM SEWER SYSTEM IS NOT FULLY FUNCTIONAL.




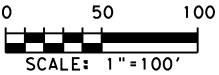
EROSION CONTROL LOG AT CURB & GRADE INLET

CL-GI



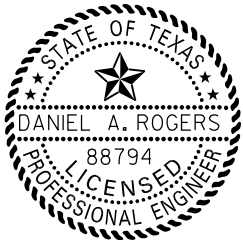
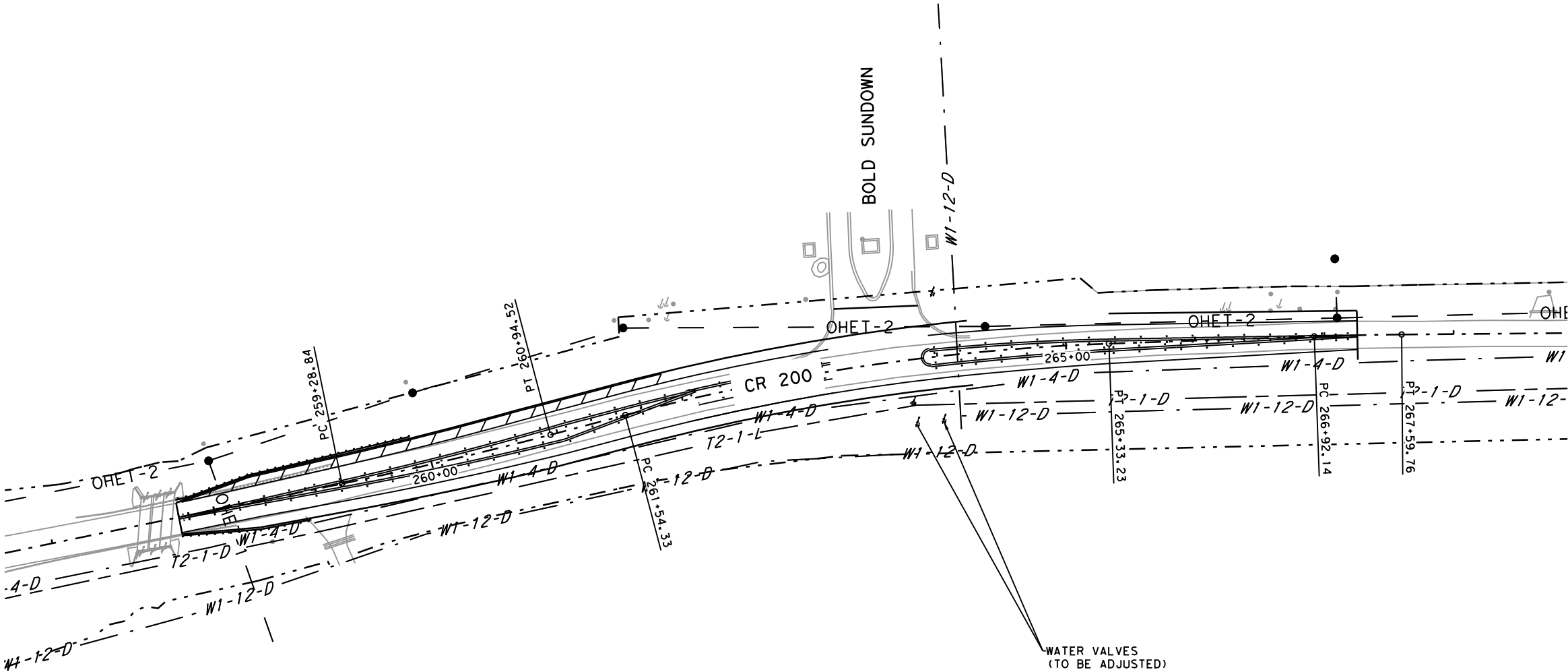
SHEET 3 OF 3

 <b>Texas Department of Transportation</b>				<b>Design Division Standard</b>	
<b>TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES EROSION CONTROL LOG EC (9) - 16</b>					
FILE: ec916		DN: TxDOT	CK: KM	DW: LS/PT	CK: LS
© TxDOT: JULY 2016		CONT	SECT	JOB	HIGHWAY
REVISIONS		TBD	TBD	TBD	CR 200
		DIST	COUNTY		SHEET NO.
		AUS	WILLIAMSON		69



THE LOCATION OF UTILITIES INDICATED ON THE PLANS IS APPROXIMATE AND THEIR FULL EXTENTS ARE NOT SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAKE ARRANGEMENTS WITH THE UTILITY OWNERS PRIOR TO WORKING IN THE AREA, TO CONFIRM THEIR EXACT LOCATIONS, AND TO DETERMINE WHETHER ANY ADDITIONAL UTILITIES OTHER THAN THOSE SHOWN ON THE PLANS MAY BE PRESENT.

THE PLANS SHOW THE STATUS OF UTILITY LOCATIONS AS OF JANUARY 28, 2013.



*Daniel A. Rogers*

12/21/2017



WILLIAMSON  
COUNTY  
PRECINCT  
#2



TBPE FIRM  
# 14060



ROGERS DESIGN  
SERVICES  
FIRM # 9994

CR 200  
AT BOLD SUNDOWN  
  
EXISTING UTILITIES

3/15/2018 7:39 AM  
C:\Users\jldrives\Documents\Projects\CR 200\WA-4\CR201-B5\SHEETS\UTIL\11\es\WA4b-UTIL-01.dgn



DATE: 3/13/2018

SHEET 1 OF 10

PROJECT NO.

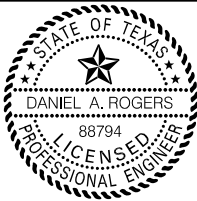
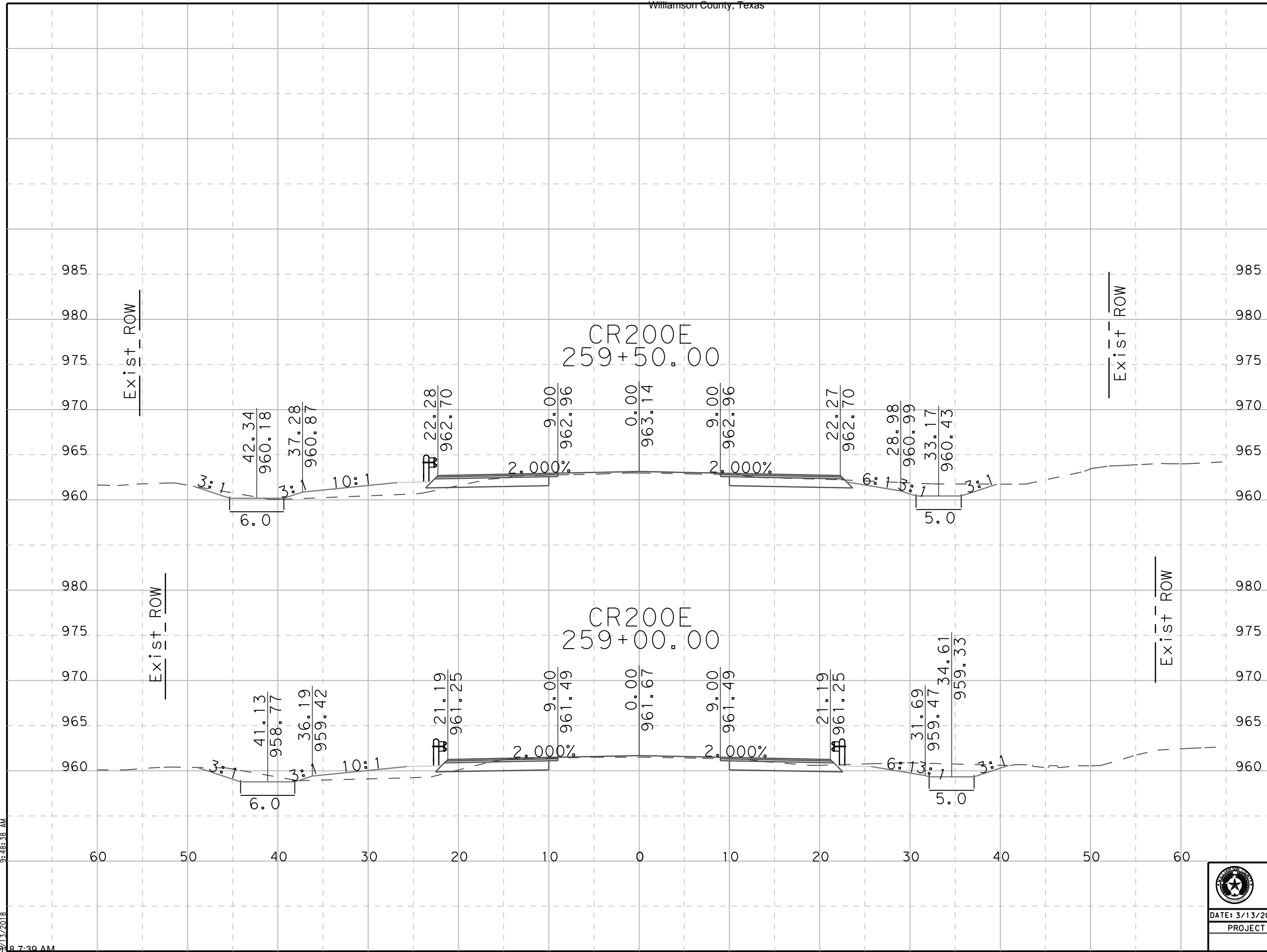
HIGHWAY

**SHEET NO.**

CR 200

366

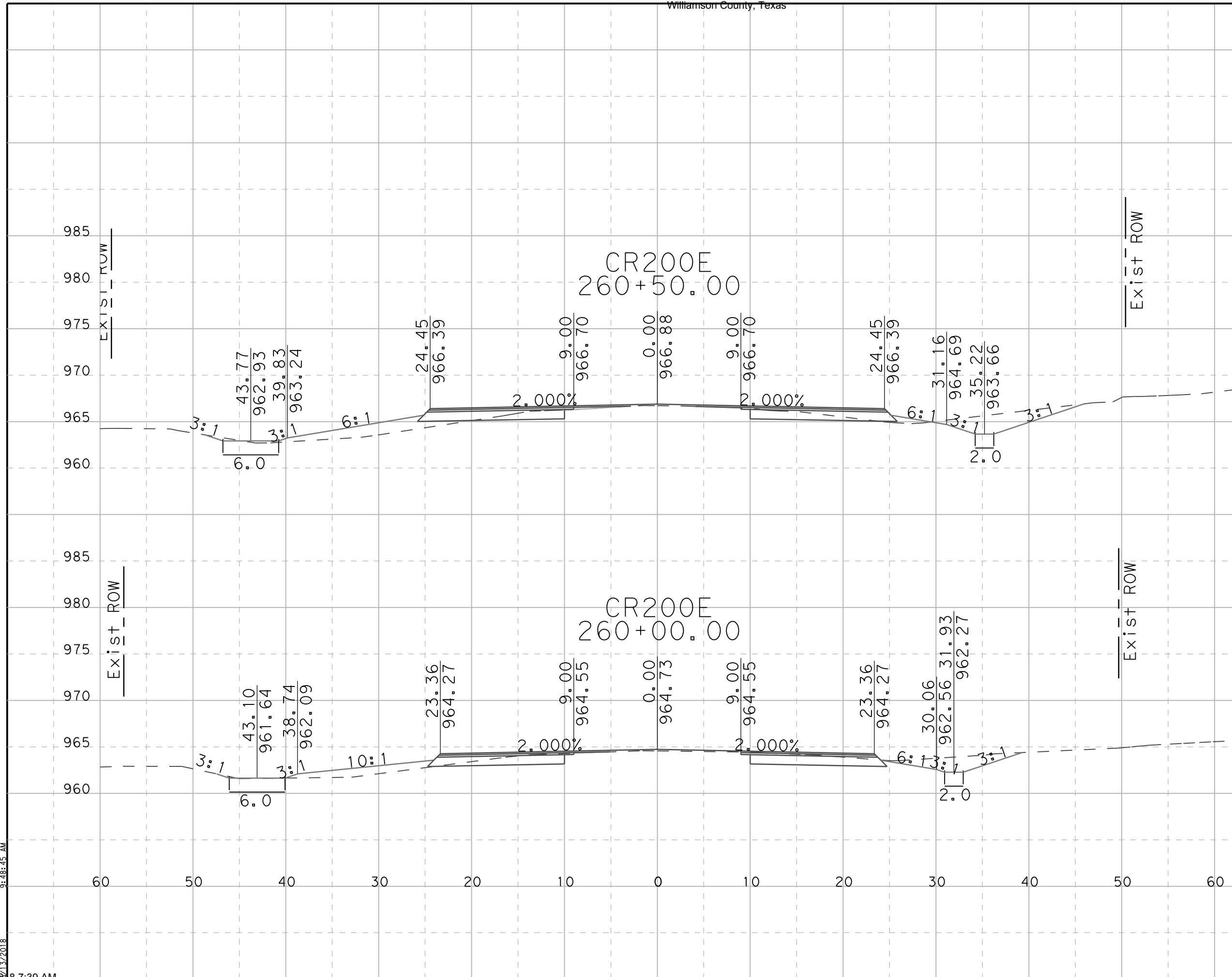
366



*Daniel A. Rogers*

3/13/2018

WILLIAMSON COUNTY		
DATE: 3/13/2018	SHEET 2 OF 10	
PROJECT NO.	HIGHWAY	SHEET NO.
	CR 200	72



*Daniel A. Rogers*

3/13/2018

WILLIAMSON COUNTY		
DATE: 3/13/2018	SHEET 3 OF 10	
PROJECT NO.	HIGHWAY	SHEET NO.
	CR 200	73

\\011570-000\CR 200\GEO\PAK\W44b\\*xsp1ot.dgn  
3/13/2018 9:48:45 AM  
3/15/2018 7:39 AM



DATE: 3/13/2018

**SHEET 4 OF 10**

PROJECT NO.

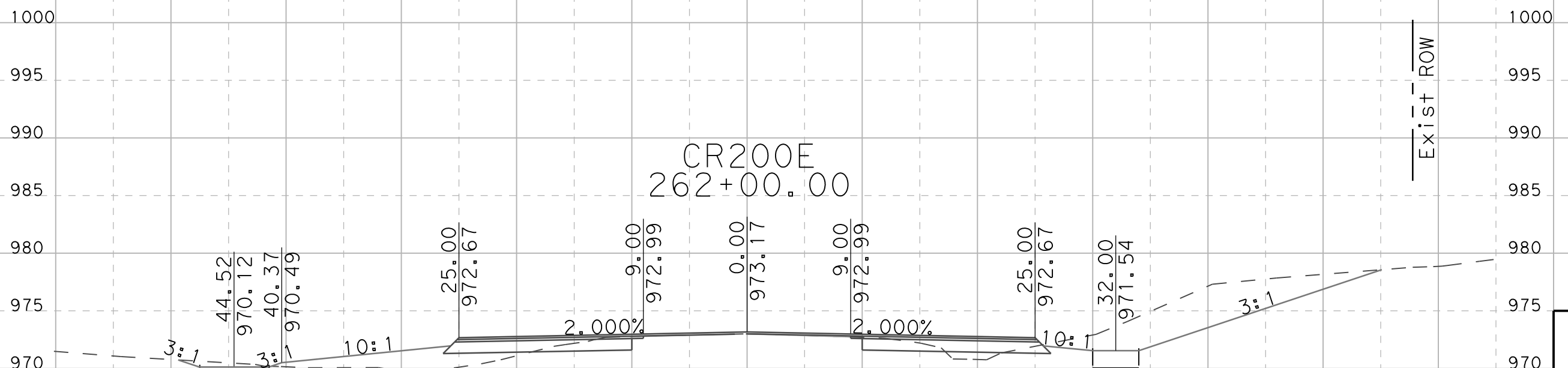
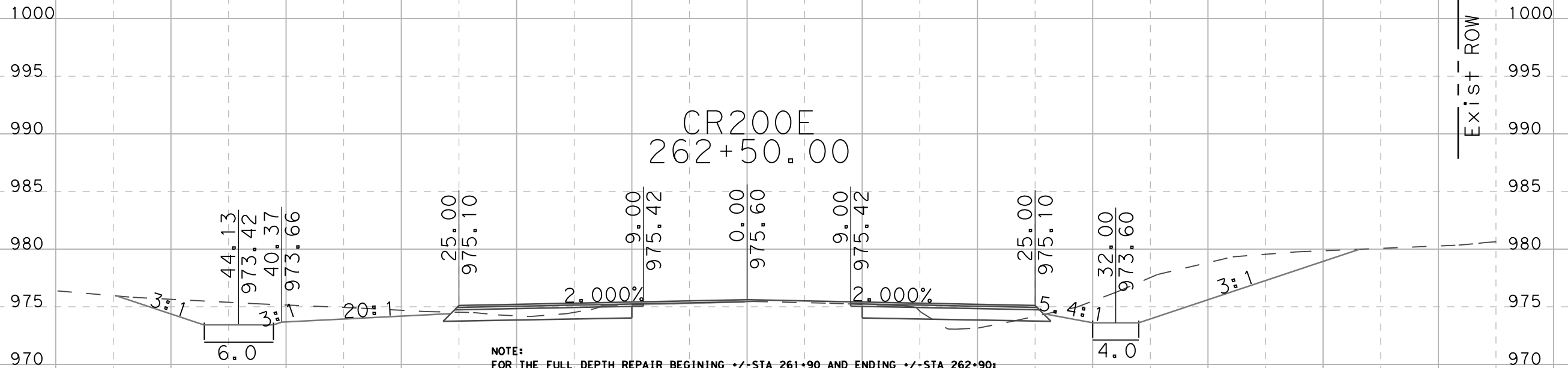
HIGHWAY

**SHEET NO.**

CR 200


4  
300

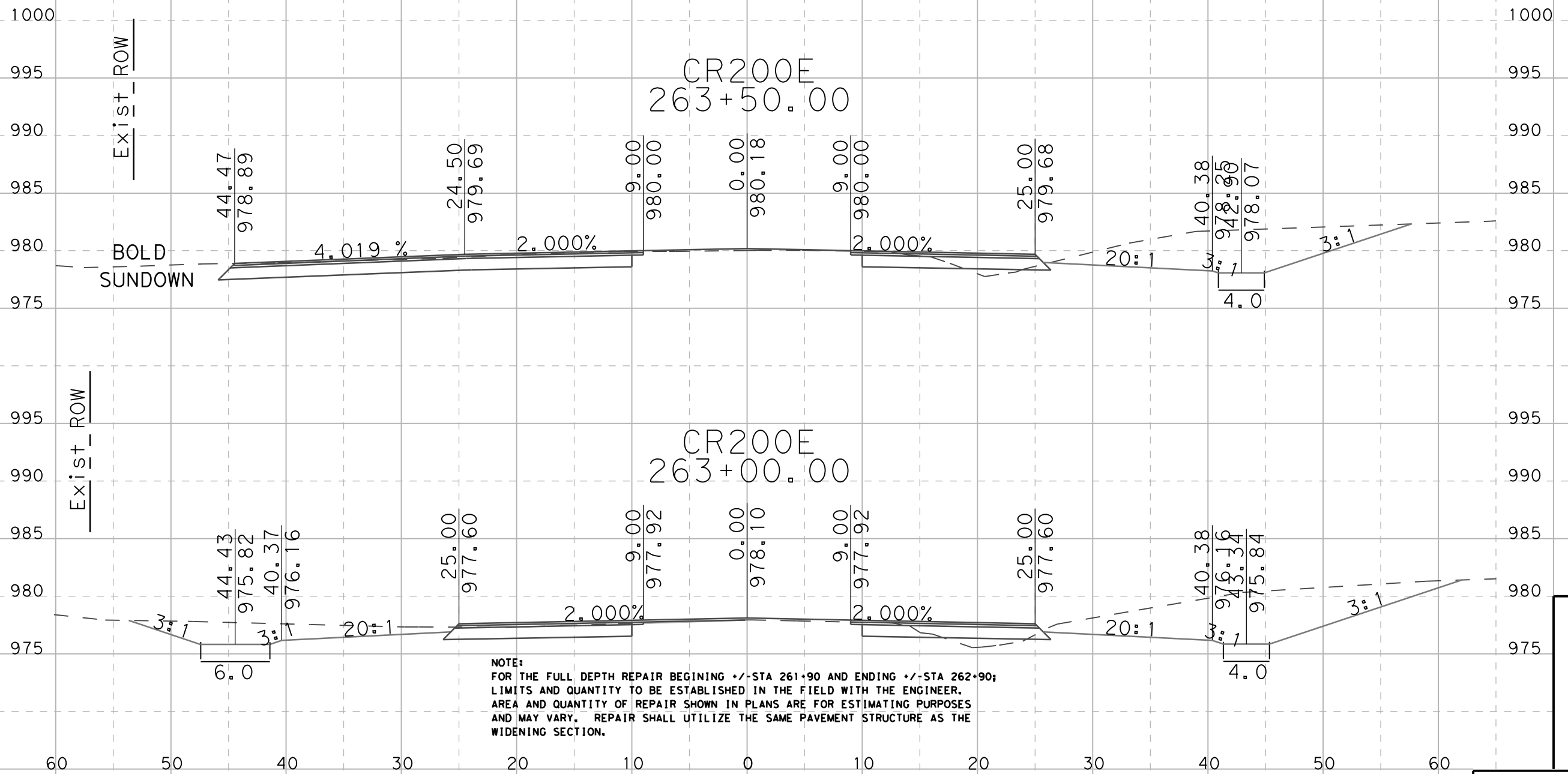
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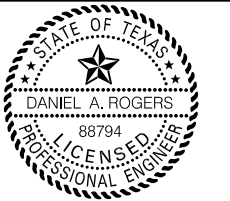
*Daniel G. Rogers*

3/13/2018

 WILLIAMSON COUNTY		
DATE: 3/13/2018 SHEET 5 OF 10		
PROJECT NO.	HIGHWAY	SHEET NO.
	CR 200	75




NOTE:  
FOR THE FULL DEPTH REPAIR BEGINNING +/-STA 261+90 AND ENDING +/-STA 262+90;  
LIMITS AND QUANTITY TO BE ESTABLISHED IN THE FIELD WITH THE ENGINEER.  
AREA AND QUANTITY OF REPAIR SHOWN IN PLANS ARE FOR ESTIMATING PURPOSES  
AND MAY VARY. REPAIR SHALL UTILIZE THE SAME PAVEMENT STRUCTURE AS THE  
WIDENING SECTION.

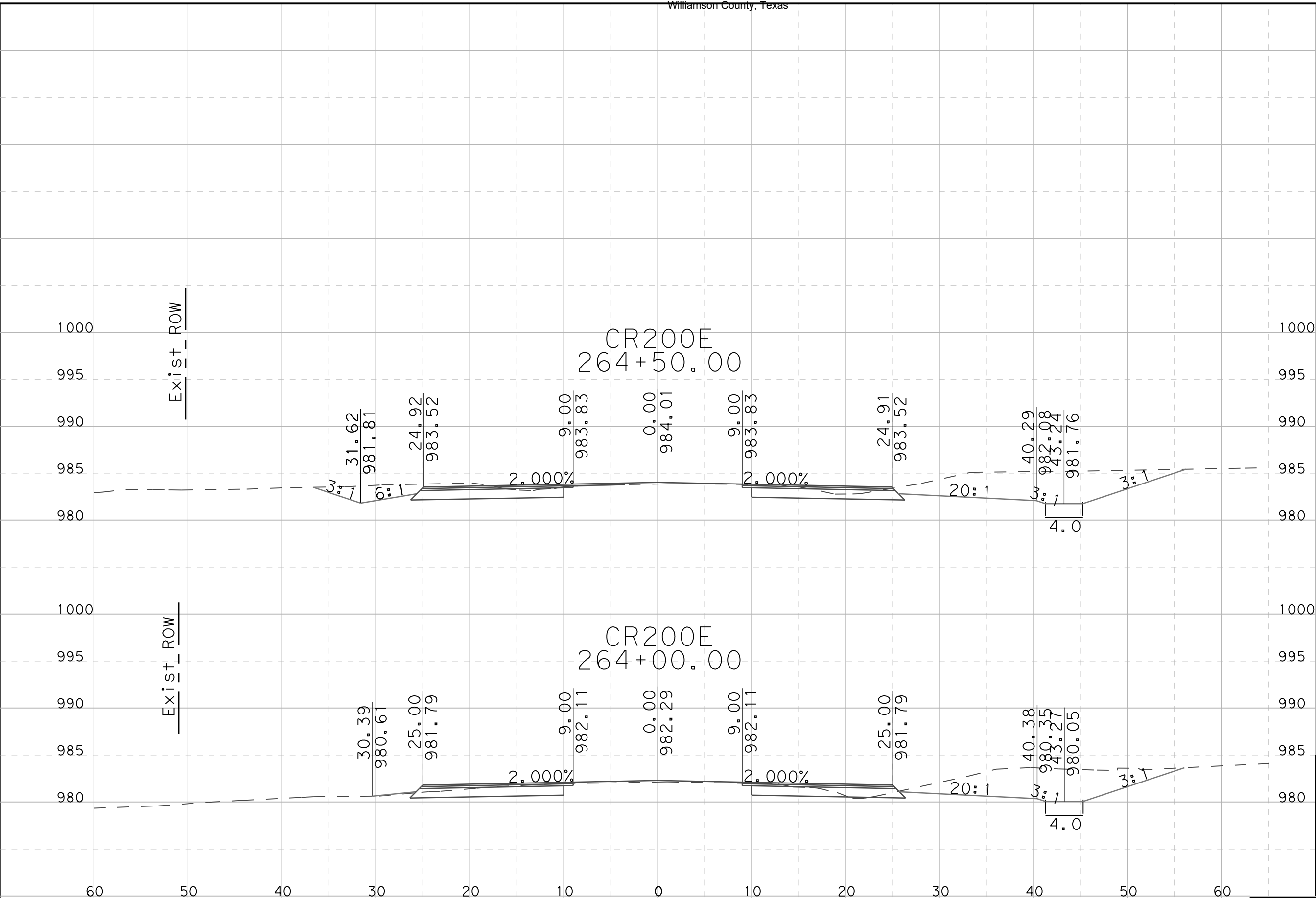


*Daniel G. Rogers*

3/13/2018

 WILLIAMSON COUNTY		
DATE: 3/13/2018 SHEET 6 OF 10		
PROJECT NO.	HIGHWAY	SHEET NO.
	CR 200	76

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*Daniel A. Rogers*

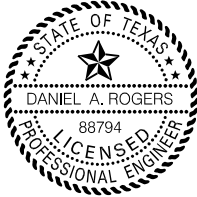
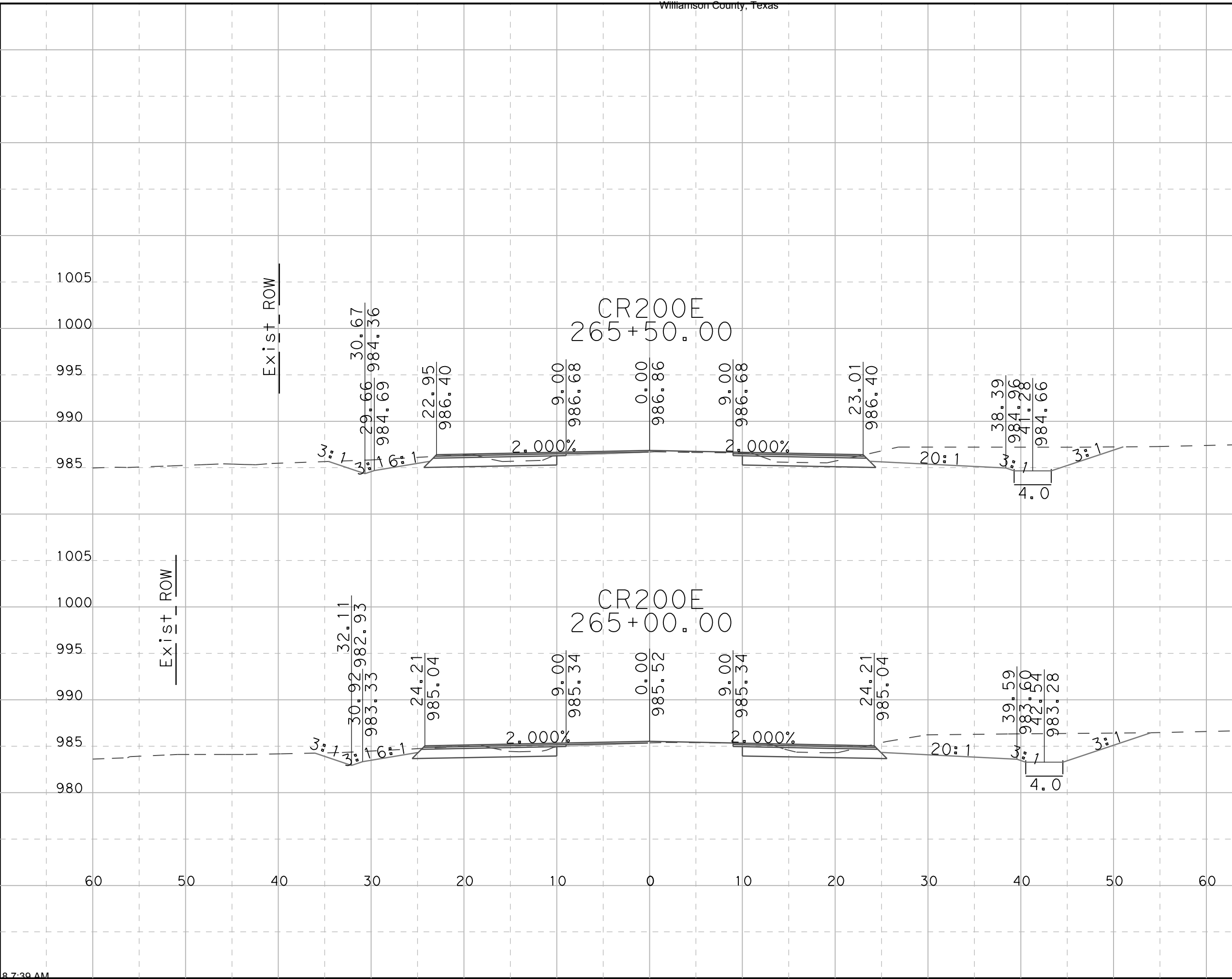
3/13/2018



WILLIAMSON COUNTY

DATE: 3/13/2018 SHEET 7 OF 10

PROJECT NO.	HIGHWAY	SHEET NO.
	CR 200	77



*Daniel A. Rogers*

3/13/2018



**WILLIAMSON COUNTY**

DATE: 3/13/2018		SHEET 8 OF 10	
PROJECT NO.	HIGHWAY	SHEET NO.	
	CR 200	78	

\\011570-000\CR 200\GEOPAK\W44b\\*xsp1ot.dgn  
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DATE: 3/13/2018

**SHEET 9 OF 10**

PROJECT NO.

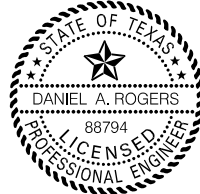
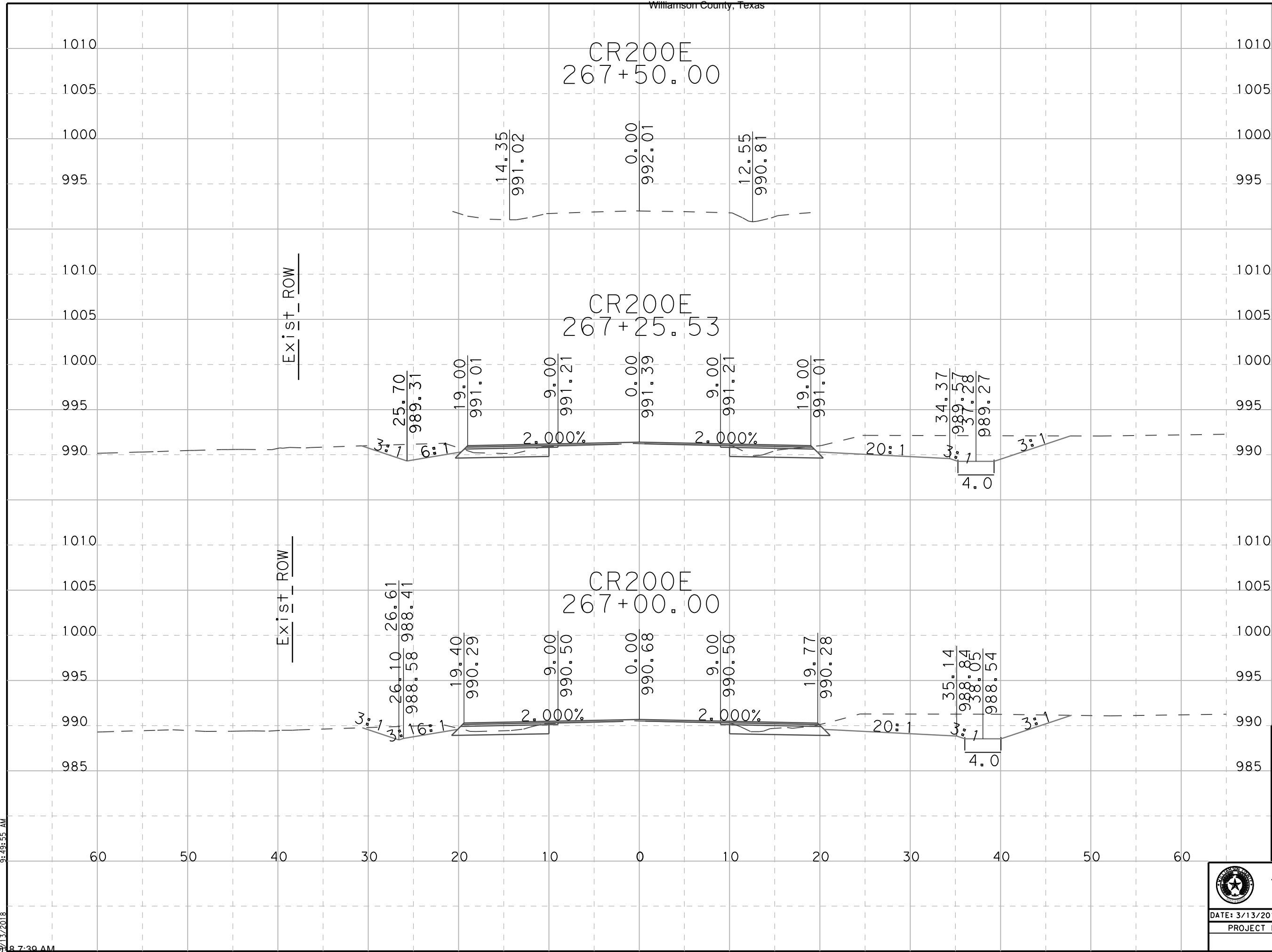
HIGHWAY

SHEET NO.

CR 200

274

374



*Daniel A. Rogers*

3/13/2018



WILLIAMSON COUNTY

DATE: 3/13/2018		SHEET 10 OF 10	
PROJECT NO.	HIGHWAY	SHEET NO.	
	CR 200	80	

**BID FORM**  
**WILLIAMSON COUNTY, TEXAS**

**PROJECT:** County Road 200 at Bold Sundown

**BIDDER:** \_\_\_\_\_

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC <sup>1</sup>	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
1	100-6002	PREPARING RIGHT OF WAY	9.3	STA		\$ -
2	110-6001	EXCAVATION (ROADWAY)	2644	CY		\$ -
3	132-6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	388	CY		\$ -
4	160-WC02	FURNISHING & PLACING TOPSOIL (4")	4651	SY		\$ -
5	161-WC001	EROSION CONTROL COMPOST (3")	1163	SY		\$ -
6	162-WC103	MULCH TOPDRESSING (5")	1163	SY		\$ -
7	164-WC04	SEEDING FOR EROSION CONTROL(TEMP)(COOL)(TY 4)	2326	SY		\$ -
8	164-WC05	SEEDING FOR EROSION CONTROL(PERM)(WARM)(TY 5)	4651	SY		\$ -
9	164-WC10	SEEDING FOR EROSION CONTROL(TEMP)(WARM)(TY 10)	2326	SY		\$ -
10	166-6002	FERTILIZER	0.3	TON		\$ -
11	168-WC01	VEGETATIVE WATERING	160	MG		\$ -
12	169-6001	SOIL RETENTION BLANKETS (CL 1)(TY A)	2180	SY		\$ -
13	247-6044	FL BS (CMP IN PLC)(TY A)(GR 4)	1059	CY		\$ -
14	310-6001	PRIME COAT (MULTIOPTION)	636	GAL		\$ -
15	316-6193	AGGR (TY-D GR-5 SAC-B)	42	CY		\$ -
16	316-6413	ASPH (AC-15P, HFRS-2P OR CRS-2P)	2014	GAL		\$ -

<sup>1</sup>Refer to the Technical Specifications section for a description of the specific reference number.

**BID FORM**  
**WILLIAMSON COUNTY, TEXAS**

**PROJECT:** County Road 200 at Bold Sundown

**BIDDER:** \_\_\_\_\_

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC <sup>1</sup>	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
17	340-6011	D-GR HMA TY-B PG64-22	547	TON		\$ -
18	340-6120	D-GR HMA TY-D SAC-B PG70-22	579	TON		\$ -
19	340-6246	D-GR HMA TY-D PG64-22(LEVEL-UP)	100	TON		\$ -
20	464-6005	RC PIPE (CL III) (24IN)	30	LF		\$ -
21	467-6395	SET (TY II) (24 IN) (RCP) (6:1) (P)	4	EA		\$ -
21	500-6001	MOBILIZATION	1	LS		\$ -
22	502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	3	MO		\$ -
21	506-6002	ROCK FILTER DAMS(INSTALL)(TY 2)	45	LF		\$ -
22	506-6011	ROCK FILTER DAMS(REMOVE)	45	LF		\$ -
23	506-6020	CONSTRUCTION EXITS (INSTALL)(TY 1)	224	SY		\$ -
24	506-6024	CONSTRUCTION EXITS (REMOVE)	224	SY		\$ -
25	506-6040	BIODEG EROSN CONT LOGS(INSTL)(8")	365	LF		\$ -
26	506-6043	BIODEG EROSN CONT LOGS(REMOVE)	365	LF		\$ -
27	530-6005	DRIVEWAYS (ACP)	51	SY		\$ -
28	540-6001	MTL W-BEAM GD FEN(TIM POST)	287.5	LF		\$ -
29	542-6001	REMOVE METAL BEAM GUARD FENCE	117	LF		\$ -

<sup>1</sup>Refer to the Technical Specifications section for a description of the specific reference number.

**BID FORM**  
**WILLIAMSON COUNTY, TEXAS**

**PROJECT:** County Road 200 at Bold Sundown

**BIDDER:** \_\_\_\_\_

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC <sup>1</sup>	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
30	542-6002	REMOVE TERMINAL ANCHOR SECTION	1	EA		\$ -
31	544-6001	GUARDRAIL END TREATMENT(INSTALL)	2	EA		\$ -
32	544-6003	GUARDRAIL END TREATMENT(REMOVE)	1	EA		\$ -
33	644-6001	IN SM RD SN SUP&AM TY 10BWG (1) SA (P)	1	EA		\$ -
34	644-6060	INS SM RD SN SUP & AM TY TWT(1)WS(P)	3	EA		\$ -
35	644-6076	REMOVE SM RD SN SUP & AM	3	EA		\$ -
36	658-6062	INSTL DEL ASSM(D-SW)SZ 1(BRF)GF 2(BI)	6	EA		\$ -
37	662-6109	WK ZN PAV MRK SHT TERM(TAB)TY W	64	EA		\$ -
38	662-6110	WK ZN PAV MRK SHT TERM(TAB)TY Y	93	EA		\$ -
39	666-6003	REFL PAV MRK TY I(W)4"(SLD)(100 MIL)	2359	LF		\$ -
40	666-6036	REFL PAV MRK TY I(W)8"(SLD)(100 MIL)	234	LF		\$ -
41	666-6042	REFL PAV MRK TY I(W)12"(SLD)(100 MIL)	140	LF		\$ -
42	666-6048	REFL PAV MRK TY I(W)24"(SLD)(100 MIL)	391	LF		\$ -
43	666-6054	REFL PAV MRK TY I(W)(ARROW)(100 MIL)	2	LF		\$ -
44	666-6096	REFL PAV MRK TY I(W)(WORD)(100 MIL)	2	EA		\$ -
45	666-6126	REFL PAV MRK TY I(Y)4"(SLD)(100 MIL)	2275	LF		\$ -

<sup>1</sup>Refer to the Technical Specifications section for a description of the specific reference number.

**BID FORM**  
**WILLIAMSON COUNTY, TEXAS**

**PROJECT:** County Road 200 at Bold Sundown

**BIDDER:** \_\_\_\_\_

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC <sup>1</sup>	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
46	672-6007	REFL PAV MRKR TY I-C	12	EA		\$ -
47	672-6009	REFL PAV MRKR TY II-A-A	150	EA		\$ -
48	672-6010	REFL PAV MRKR TY II-A-A	151	EA		\$ -

NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT. DO NOT MAKE CHANGES TO THIS SECTION.

49	999-WC01	FORCE ACCOUNT	10,000.00	DOL	\$ 1.00	\$ 10,000.00
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**TOTAL AMOUNT OF BID**

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents \$ 10,000.00

**NOTE: THE COURT MAY EITHER REJECT ALL BIDS OR AWARD A CONTRACT TO THE LOWEST AND BEST BID.**

<sup>1</sup>Refer to the Technical Specifications section for a description of the specific reference number.

## BID AFFIDAVIT

**This form must be completed, signed, notarized and returned with Bid package**

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

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."

<b>Name of Bidder:</b>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<b>Address of Bidder:</b>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<b>Email:</b>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<b>Telephone:</b>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<b>Printed Name of Person Submitting Affidavit:</b>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<b>Signature of Person Submitting Affidavit:</b>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>

### 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.

<input type="checkbox"/>	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
<input type="checkbox"/>	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 BIDS SYNC ELECTRONICALLY.**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor or other person doing business with local governmental entity</b>		<b>Form</b> <b>CIQ</b>
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>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.</p> <p>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.</p>		<b>OFFICE USE ONLY</b>  Date Received <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
1	<b>Name of person doing business with local governmental entity.</b> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
2	<p><b>Check this box if you are filing an update to a previously filed questionnaire.</b></p> <p><input type="checkbox"/></p> <p>(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.)</p>	
3	<p><b>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.</b></p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div> <div style="text-align: right; position: absolute; top: 0; right: 0;">5</div> <div style="text-align: right; position: absolute; bottom: 0; right: 0;">6</div>	
4	<p><b>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.</b></p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div> <div style="text-align: right; position: absolute; top: 0; right: 0;">5</div> <div style="text-align: right; position: absolute; bottom: 0; right: 0;">6</div>	

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor or other person doing business with local governmental entity</b>		<b>Form</b> <b>CIQ</b> <b>Page 2</b>
5	<p><b>Name of local government officer with whom filer has affiliation or business relationship.</b>  <b>(Complete this section only if the answer to A, B, or C is YES.)</b></p> <p>This section, item 5 including subparts A, B, C &amp; 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.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?  <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>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?  <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>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?  <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each affiliation or business relationship.</p> <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>	
	<p><b>6. Describe any other affiliation or business relationship that might cause conflict of interest:</b></p> <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>	
7	<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 60%; border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="width: 35%; border-bottom: 1px solid black; margin-bottom: 5px;"></div> </div> <div style="display: flex; justify-content: space-between;"> <span>Signature of person doing business with the governmental entity</span> <span>Date</span> </div>	
	<b>Signature not required if completing in BIDSYNC electronically.</b>	

# 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:

<input type="text"/>	5
	6

## **Reference 2**

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

<input type="text"/>	5
	6

**Reference 3**

Client Name:	Location:
<input type="text"/>	<input type="text"/>

Contact Name:	Title:
<input type="text"/>	<input type="text"/>

Phone:	E-mail
<input type="text"/>	<input type="text"/>

Contract Date To:	Contract Date From:	Contract Value: \$
<input type="text"/>	<input type="text"/>	<input type="text"/>

Scope of Work:
<div><div></div><div>5</div><div>6</div></div>

## Question and Answers for Bid #1802-217 - County Road 200 at Bold Sundown

### Overall Bid Questions

There are no questions associated with this bid.

**Commissioners Court - Regular Session****78.****Meeting Date:** 03/20/2018

Supplemental Agreement No.10 to A/E Services for North Campus Project

**Submitted For:** Randy Barker**Submitted By:** Thomas Skiles, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving Supplemental Agreement No. 10 between Williamson County and BLGY, Inc for additional services in relation to the North Campus Project in the amount of \$51,835.52 and authorizing execution of the agreement.

**Background**

This agreement is for additional services for BLGY to provide additional construction administration services for the duration of the fuel area construction in relation to the North Campus Project. Funding source P324.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Agreement

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**Form Review****Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Thomas Skiles  
Final Approval Date: 03/15/2018

**Reviewed By**

Randy Barker  
Wendy Coco

**Date**

03/15/2018 10:40 AM  
03/15/2018 11:21 AM  
Started On: 03/15/2018 10:31 AM

# **SUPPLEMENTAL AGREEMENT NO. 10 TO** **AGREEMENT FOR ARCHITECTURAL AND** **ENGINEERING SERVICES**

## **WILLIAMSON COUNTY NORTH CAMPUS PROJECT (“Project”)**

This Supplemental Agreement No. 10 to Agreement for Architectural and Engineering Services (“Supplemental Agreement No. 10”) is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and BLGY, Inc. (the “A/E”).

### **RECITALS**

**WHEREAS**, the County and the A/E previously executed an Agreement for Architectural and Engineering Services (the “Agreement”), dated effective November 12, 2015, wherein A/E agreed to perform certain professional architectural and engineering services in connection with the Williamson County North Campus Project (“Project”);

**WHEREAS**, following execution of the Agreement, County and the A/E executed Supplemental Agreement Nos. 1, 2, 3, 4, 5, 6, 7, 8 & 9 to the Agreement for Architectural and Engineering Services to add Additional Services to the Agreement’s Basic Services;

**WHEREAS**, due to the redesign associated with the expansion of the fuel area, County now must add Additional Services in the form of additional Construction Administration services for the duration of the fuel area construction;

**WHEREAS**, Section III of the Agreement requires the parties to execute a contract modification for the performance of Additional Services not specifically described as Basic Services in the Agreement;

**WHEREAS**, this Supplemental No. 10 sets forth the scope of the Additional Services and the Additional Services compensation for A/E’s professional services; and

**WHEREAS**, it has become necessary to supplement, modify and amend the Agreement in accordance with the Agreement.

### **AGREEMENT**

**NOW, THEREFORE**, premises considered, the County and the A/E agree that the Agreement is supplemented, amended and modified as follows:

#### **I. Scope of Additional Services**

A/E hereby agrees to provide the following Additional Services:

Provide additional Construction Administration services for the duration of the fuel area construction.

## **II. Additional Services Compensation**

A/E will perform the Additional Services set out in Exhibit "A" for the not to exceed lump sum amount of **\$51,835.52**.

## **III. Terms of Agreement Control and Extent of Supplemental Agreement No. 10**

All Additional Services described herein will be performed in accordance with the terms and conditions of the Agreement. All other terms of the Agreement and any prior amendments or supplements thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

**The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of the Agreement, this Supplemental Agreement No. 10 and/or the terms of any document attached hereto as exhibits.**

**IN WITNESS WHEREOF, the County and the A/E have executed this Supplemental Agreement No. 10, in duplicate, to be effective as of the date of the last party's execution below.**

**A/E:**

**BLGY, Inc.**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

**COUNTY:**

**Williamson County, Texas**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_



**Commissioners Court - Regular Session****79.****Meeting Date:** 03/20/2018

Economic Development

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Executive Session

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**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 North Woods Road District.
- c) Project Amazon
- d) Wolf Lakes

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments***No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 03/15/2018

**Reviewed By**

Wendy Coco

**Date**

03/15/2018 09:59 AM

Started On: 03/15/2018 09:56 AM

**Commissioners Court - Regular Session****80.****Meeting Date:** 03/20/2018

Executive Session

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Executive Session

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**Information****Agenda Item**

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

**A. Real Estate Owned by Third Parties**

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: CR 101
- e) Discuss the acquisition of real property: CR 200
- f) Discuss the acquisition of real property for CR 278 at Bagdad Rd.
- g) Discuss the acquisition of real property for SH 29 LTP.
- h) Discuss the acquisition of real property for County Facilities.
- i) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.
- j) Discuss the acquisition of real property and easements from San Gabriel River Ranch Subdivision.
- k) Discuss the acquisition of real property for CR 278 @ Bagdad Rd.
- l) Discuss the acquisition of real property for Seward Junction SE Loop.
- m) Discuss the acquisition of real property for SH 29 @ DB Wood.
- n) Discuss the acquisition of real property for Hairy Man Rd.
- o) Discuss the acquisition of real property for SW Bypass.
- p) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
- q) Discuss Cedar Hollow low water crossings and Lost River.

**B. Property or Real Estate owned by Williamson County**

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 wastewater easements in Berry Springs Park
- c) Discuss sale of County property on Ronald Reagan Blvd.
- d) Discuss possible sale of +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility
- e) Potential governmental uses for 8th Street downtown parking lot

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

D. Discuss the possible placement of agricultural-related monuments at the Williamson County Exposition Center with the participation of third parties.

E. Discuss the San Gabriel River trail easements.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review**

**Inbox**

County Judge Exec Asst.  
Form Started By: Charlie Crossfield  
Final Approval Date: 03/15/2018

**Reviewed By**

Wendy Coco

**Date**

03/15/2018 09:59 AM  
Started On: 03/15/2018 09:55 AM