

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
JUNE 5TH, 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 – 16)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0495-004100	Professional Services	\$1,895.00
To	0100-0495-001107	Temp Labor	\$1,760.00
To	0100-0495-002010	FICA	\$135.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0425-004120	All Cty Cts/Competency Hearing	\$1,100
To	0100-0425-003006	All Cty Cts/Office Equipment	\$1,100

7. Discuss, consider and take appropriate action on appointment of Nancy Hood to Place #2 of the ESD #11 Board of Directors for the remainder of a two-year term ending on December 31, 2019.

8. Discuss, consider and take appropriate action on appointment of Jason Willis to Place #4 of the ESD #11 Board of Directors for the remainder of a two-year term ending on December 31, 2018.
9. Discuss, consider and take appropriate action on appointment of George Hill to Place #3 of the ESD #11 Board of Directors for the remainder of a two-year term ending on December 31, 2018.
10. Discuss, consider and take appropriate action to appoint Dr. Sam Strauss as a Reserve Deputy.
11. Discuss, consider and take appropriate action on Supplemental Work Authorization 3 under Williamson County Contract between Rodriguez Engineering Laboratories, LLC and Williamson County dated January 10, 2017 for On Call Geotechnical Engineering and Material Testing.
12. Discuss, consider and take appropriate action on accepting and approving a report on the Jail Kitchen and Plumbing Remodel Project; Change Order # 8 in the amount of \$37,453.39 for duct cleaning of existing HVAC duct, kitchen door & hardware repair, additional plumbing for new appliances and electrical power changes for HVAC, which was executed by Dale Butler, Williamson County Facilities Director, 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 Owners Contingency.
13. Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County North Campus Project; Change Order #54 in the amount of \$20,376.00 for additional concrete work at dumpster enclosures, 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.
14. Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County North Campus Project; Change Order #55 in the amount of (\$390.00) to receive credit for flag pole changes, 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 credited to the Owners Contingency.
15. Discuss, consider, and take appropriate action on approval of the preliminary plat for the Hulse Estates subdivision - Pct 4.
16. Discuss, consider, and take appropriate action on approval of the preliminary plat for the Coombes subdivision - Pct 3.

REGULAR AGENDA

17. Discuss, consider and take appropriate action on canceling Commissioners Court on Tuesday, July 3rd, 2018.
18. Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.
19. Discuss, consider and take appropriate action regarding Change Order No. 2 in the amount of \$37,681.73 for Inner Loop Improvements (Chasco Contractors), a Road Bond project in Commissioner Pct. 3. Project: P226. Funding Source: Road Bond

20. Discuss, consider and take appropriate action on the Texas Avenue Remodel Project, Change Order # 25 from Trimbuilt Construction, Inc., in the amount of \$94,581.95 for exterior improvements, including waterproofing, joint sealant at all exterior wall joints, window sealant and re-coating of all exterior walls with fiber reinforced, elastomeric acrylic wall coating. This change order is being funded out of the Owners Contingency.
21. Discuss, consider and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move \$100,000 from 2013 Road Non-Departmental (P290) to Pearson Ranch Road (P221).
22. Discuss, consider and take appropriate action on a real estate contract with Wayne Angell for right of way needed on CR 101 (Parcel 31). Funding Source- Road Bonds P269
23. Discuss, consider and take appropriate action on a real estate contract with David and Brenda Lambert for right of way needed on the LTP future SH 29 project. : Funding Source; LTP P457
24. Discuss and take appropriate action on amending the 2017 Community Development Block Grant Annual Action Plan by transferring \$215,850 from the Fiscal Year 2017 Community Development Block Grant Jarrell Wastewater Improvements Project to an extension of the 12" waterline that was previously installed in the 2012 CDBG cycle.
25. Discuss, consider and take any appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Orenda Education (Security/Traffic control of campus at Gateway College Prep School)
26. Discuss, consider, and take appropriate action on authorizing a memorandum of understanding between the State of Texas and Williamson County authorizing the use of the radios on the state-wide interoperability network, during a disaster or other times of emergency.
27. Consider, discuss, and take appropriate action on approving the agreement between Arrow International and Williamson County for use of cadavers in medical education for training EMS staff, at no cost, and authorizing the execution of the agreement.
28. Discuss, consider, and take appropriate action on approving the agreement between BK Environmental Services, Inc. and Williamson County Fleet Department for disposal services in the amount of \$5,300 and authorizing the execution of the agreement.
29. Discuss, consider and take appropriate action on authorizing the agreement between Tyler Technologies Inc, and Justice of the Peace #3 for online case dispute resolution and authorizing the execution of the agreement.
30. Discuss, consider and take appropriate action on awarding Invitation to Bid # 1804-222 Neenah Avenue at Pearson Ranch Road Traffic Signal to the lowest responsive bidder, Austin Traffic Signal.
31. Discuss, consider and take appropriate action on authorizing the agreement between T.F. Harper & Associates LP and Williamson County Animal Shelter in the amount of \$6,371.00 for shade canopies per BuyBoard contract #512-16 and authorizing the execution of the agreement.

32. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for State Hwy 29 at CR 200 Loop 332 under Invitation For Bid #1805-232.
33. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve budget amendment to acknowledge additional revenues for the Mobile Outreach Team:

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.333220	Payments From Other Entities	\$700.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0341.001920	Medical School Stipend	\$553.00
	0100.0341.002010	FICA	\$42.28
	0100.0341.002020	Retirement	\$27.65
	0100.0341.002050	Worker's Comp	\$77.07

35. 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 related to District Attorney's office for the purpose of SANE (Sexual Assault Nurse Examiner) exams:

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.370517	SA Medical Reimbursement	\$29,000.00

36. 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 related to District Attorney's office for the purpose of SANE (Sexual Assault Nurse Examiner) exams:

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0440.004203	SA Medical Exams	\$29,000.00

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)."

37. 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
 - e) Project Capstone
 - f) Project Dalton House
38. 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.
 - r) Discuss the Brushy Creek Trail Easement acquisition from the Steve and Brandy Jones (a.k.a. 620 Cafe)
 - s) Discuss the acquisition of real property for Corridor H
- 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
 - f) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)
 - g) Discuss property usage at Longhorn Junction
- 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.

- 39.** 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 Pohluda 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) Discuss law in relation to Williamson County compensation policies.
 - w) Legal matters pertaining to Cambria Cave and Brushy Creek MUD
- 40.** 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).
- 41.** 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)

- 42.** Discuss and take appropriate action concerning economic development.
- 43.** Discuss and take appropriate action concerning real estate.

- 44.** 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.
 - 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) Discuss law in relation to Williamson County compensation policies.
 - w) Legal matters pertaining to Cambria Cave and Brushy Creek MUD
- 45.** 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.
- 46.** 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: 06/05/2018

Line Item Transfer for County Auditor

Submitted For: Julie Kiley

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

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

Background

Transfer funds from professional services to Temp Labor to work on a project for creating training documents for Accounts Payable.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0495-004100	Professional Services	\$1,895.00
To	0100-0495-001107	Temp Labor	\$1,760.00
To	0100-0495-002010	FICA	\$135.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Julie Kiley

Final Approval Date: 05/29/2018

Reviewed By

Wendy Coco

Date

05/29/2018 11:50 AM

Started On: 05/24/2018 01:06 PM

Commissioners Court - Regular Session

6.

Meeting Date: 06/05/2018

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 All County Court at Law.

Background

County Court at Law #3 has had several hearings in which someone has been hearing impaired. This causes the hearing to be re-set/canceled. A hearing device is available and used in other counties to assist. This device will be purchased by the All County Courts budget and shared between the courts as situations arise.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0425-004120	All Cty Cts/Competency Hearing	\$1,100
To	0100-0425-003006	All Cty Cts/Office Equipment	\$1,100

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 05/31/2018

Reviewed By

Wendy Coco

Date

05/31/2018 10:16 AM

Started On: 05/31/2018 10:03 AM

Commissioners Court - Regular Session

7.

Meeting Date: 06/05/2018

ESD #11 Board Appointment

Submitted For: Cynthia Long

Submitted By: Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on appointment of Nancy Hood to Place #2 of the ESD #11 Board of Directors for the remainder of a two-year term ending on December 31, 2019.

Background

Fiscal Impact

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

Attachments

[Nancy Hood Bio](#)

Form Review

Inbox

County Judge Exec Asst.
Commissioner Pct. 2 (Originator)
Form Started By: Kathy Pierce
Final Approval Date: 05/30/2018

Reviewed By

Wendy Coco
Kathy Pierce

Date

05/30/2018 09:58 AM
05/30/2018 01:34 PM
Started On: 05/30/2018 08:29 AM

Nancy Hood Bio

Candidate ESD #11 Board of Directors

EDUCATION:

Austin Community College – Nursing Degree/RN

WORK EXPERIENCE:

Varies business experience while children were in middle and high school.

1991 – 2010 – Brackenridge Hospital/Trauma Floor

COMMUNITY INVOLVEMENT:

- Girl Scout Troop Leader with Area Council Responsibilities
- Church Activities, Including Hospitality Committee, Small Group, Choir Member and Bible Study Fellowship
- Soup Kitchen of Austin Volunteer
- Foster Care Family – With Deceased Husband's Support, they fostered eight (8) children, of which the first they adopted
- Multiple Mission Trips in the United States and abroad
- Resident of Cedar Park since 1980

Commissioners Court - Regular Session

8.

Meeting Date: 06/05/2018

ESD #11 Board Appointment

Submitted For: Cynthia Long

Submitted By: Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on appointment of Jason Willis to Place #4 of the ESD #11 Board of Directors for the remainder of a two-year term ending on December 31, 2018.

Background

Fiscal Impact

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

Attachments

[Jason Willis Bio](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 05/31/2018

Reviewed By

Wendy Coco

Date

05/31/2018 10:15 AM

Started On: 05/30/2018 09:26 AM

Jason Willis Bio

Candidate ESD #11 Board of Directors

Jason is a native Texas, who grew up in the Houston area and has lived in the Shenandoah neighborhood for two years. In addition to his interests in the field of Information Technology, Jason has several hobbies and talents, including automobile restoration and music, playing both the guitar and drums.

EDUCATION:

Kempner High School – Sugarland, Texas
Austin Community College – Austin, Texas
Chicago Community College – Chicago, Illinois

WORK EXPERIENCE:

Various IT business experience.
Currently employed at Trend Micro, as a Quality Assurance Automation Engineer, where he tests the viability of software products prior to their release to the public market.

HOBBIES/INTERESTS:

Auto restoration
Music

Commissioners Court - Regular Session

9.

Meeting Date: 06/05/2018

ESD #11 Board Appointment

Submitted For: Cynthia Long

Submitted By: Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on appointment of George Hill to Place #3 of the ESD #11 Board of Directors for the remainder of a two-year term ending on December 31, 2018.

Background

Fiscal Impact

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

Attachments

[George Hill Bio](#)

Form Review

Inbox

County Judge Exec Asst.
Commissioner Pct. 2 (Originator)
Form Started By: Kathy Pierce
Final Approval Date: 05/30/2018

Reviewed By

Wendy Coco
Kathy Pierce

Date

05/30/2018 12:36 PM
05/30/2018 01:34 PM
Started On: 05/30/2018 09:30 AM

George Hill Bio

Candidate ESD #11 Board of Directors

George Hill is a native Texan, who grew up in Central Texas. He purchased his home and has lived in the Shenandoah neighborhood since April of 2010. He is excited about the opportunity to serve on the ESD #11 Board of Directors.

EDUCATION:

Round Rock High School

Wyo-Tech College – Laramie, Wyoming

BMW Specialist School – Hayward, California – Graduated June 2004

WORK EXPERIENCE:

BMW of Austin – July 2004 to present

COMMUNITY INVOLVEMENT:

- George has volunteered with Round Rock I.S.D. in their Vocational Tech program, where he assisted in writing the automotive curriculum and launching the technical skills program at the high school.

Commissioners Court - Regular Session

10.

Meeting Date: 06/05/2018

Reserve Deputy Appointment

Submitted By: Vincent Cherrone, Constable Pct. #1

Department: Constable Pct. #1

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to appoint Dr. Sam Strauss as a Reserve Deputy.

Background

Dr. Strauss has experience with the Travis County Sheriffs Office and a military veteran with extensive experience as a medical professional including work with NASA. Dr. Strauss will be an excellent addition to the Precinct One team.

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Vincent Cherrone

Final Approval Date: 05/30/2018

Reviewed By

Wendy Coco

Date

05/30/2018 09:01 AM

Started On: 05/30/2018 08:43 AM

Commissioners Court - Regular Session

11.

Meeting Date: 06/05/2018

Rodriguez WA 2 Sup 3 On Call Geotechnical Engineering and Material Testing

Submitted For: Robert Daigh

Submitted By: Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization 3 under Williamson County Contract between Rodriguez Engineering Laboratories, LLC and Williamson County dated January 10, 2017 for On Call Geotechnical Engineering and Material Testing.

Background

This supplemental is to increase the maximum amount payable to \$85,000.00.

Fiscal Impact

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

Attachments

Rodriguez WA2 Sup3 On Call Geotechnical Engineering and Material Testing

Form Review

Inbox

Hal Hawes
County Judge Exec Asst.
Form Started By: Vicky Edwards
Final Approval Date: 05/31/2018

Reviewed By

Hal Hawes
Wendy Coco

Date

05/30/2018 11:22 AM
05/31/2018 10:15 AM
Started On: 05/25/2018 02:19 PM

**SUPPLEMENTAL WORK AUTHORIZATION NO. 3
TO
WORK AUTHORIZATION NO. 2**

**WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT: On Call Geotechnical
Engineering and Material Testing**

This Supplemental Work Authorization No. 3 to Work Authorization No. 2 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated January 10, 2017 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Rodriguez Engineering Laboratories, LLC (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 2 dated effective August 1, 2017 (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 maximum amount payable for services under the Work Authorization is hereby increased from \$75,000 to \$85,000. 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:

By: _____

Signature

Jose Melendez, P.E.

Printed Name

Laboratory Engineer

Title

5/24/18

Date

COUNTY:

By: _____

Signature

Dan Gattis

Printed Name

Williamson County Judge

Title

Date

Attachment D - Work Schedule

Rodriguez Engineering Laboratories, LLC will provide geotechnical engineering and construction materials testing services for Williamson County Road & Bridge Division (County). These services will be provided as requested by the County or County's representative on an as-needed basis for the Geotechnical Engineering and Materials Testing projects.

Commissioners Court - Regular Session

12.

Meeting Date: 06/05/2018

Jail Remodel Project P411 - Change Order 8

Submitted By: Gina Wrehsnig, Infrastructure

Department: Infrastructure

Division: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and approving a report on the Jail Kitchen and Plumbing Remodel Project; Change Order # 8 in the amount of \$37,453.39 for duct cleaning of existing HVAC duct, kitchen door & hardware repair, additional plumbing for new appliances and electrical power changes for HVAC, which was executed by Dale Butler, Williamson County Facilities Director, 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 Owners Contingency.

Background

This change order is to fund additional work made necessary by new kitchen appliance plumbing fixture additions, the discovery of unsatisfactory conditions in existing duct work, unknown electrical power supply issues for a new HVAC unit and door hardware repairs.

On August 15, 2017, 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 STR Constructors, Ltd. in relation to the Williamson County Jail Kitchen and Plumbing Remodel Project for any increase in costs up to a total maximum amount of \$50,000.00 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.

Fiscal Impact

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

Attachments

[Jail Change Order 8](#)

[Jail CO8 Funds](#)

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Gina Wrehsnig
Final Approval Date: 05/31/2018

Reviewed By

Wendy Coco

Date

05/31/2018 10:16 AM
Started On: 05/31/2018 08:15 AM



WILLIAMSON COUNTY, TEXAS
 FACILITIES DEPARTMENT
 3101 SE Inner Loop
 Georgetown, TX 78626
 512-943-1609

CHANGE ORDER

For Project: **WILLIAMSON COUNTY JAIL KITCHEN & PLUMBING REMODEL**
 Date of Issuance: 5/30/2018
 Contractor: STR Constructors, LTD.
 Project Engineer: Talex, Inc.

Change Order No: 8
 PID: _____

Explanation:

This change order is due to the following:
 PCO #30 - Certified Duct Cleaning of Existing Kitchen supply
 PCO #31 - Door Repair Service Call to replace Damaged hinge (T&M)
 PCO #32 - Cookline Plumb Extensions to North Side (T&M)
 PCO #33 - South Jail Elec Modifiaction for HVAC power

Description of Work:	Cost
See attached PCO # 30	\$ 21,763.41
See attached PCO # 31	\$ 886.34
See attached PCO # 32	\$ 3,859.26
See attached PCO # 33	\$ 10,944.38
Weather Days -	
Sub-Total CO #8	\$ 37,453.39

Additional Time			
KITCHEN AREA		OVERALL PROJECT	
3	Days	3	Days
0	Days	0	Days
0	Days	0	Days
0	Days	0	Days
0	Days	0	Days
0	Days	0	Days
		0	Days
3	Days	3	Days

Please Refer to Attached Backup Documents:

Cost and Time Change Summary

	Cost
Original Contract:	\$ 1,781,645.00
Previous Change Order(s):	\$ 409,820.74
Contract Prior to this CO:	\$ 2,191,465.74
Net Increase from this CO:	\$ 37,453.39
Revised Contract Total:	\$ 2,228,919.13

Additional Time			
KITCHEN AREA		OVERALL PROJECT	
120	Days	180	Days
29	Days	66	Days
149	Days	246	Days
3	Days	3	Days
152	Days	249	Days

RECOMMENDED BY:


 Contractor Signature*

T. R. Kennedy, President
 Contractor Name

5-30-2018
 Signature Date

 Engineer Signature

Oscar Villarreal, P.E.
 Engineer Name

 Signature Date

ACCEPTED BY:

 Owner Signature

Dale Bulter, FacI Dir
 Owners' Rep Name

 Signature Date

*By Signing this change order the Contractor accepts the changes herein and agrees to perform the change(s) for the price and time indicated. The prices include all costs to perform the work.
 No work shall be done until this change order is executed. No payment to the Contractor (or Consultant) shall be made for work included in this Change Order until Contractor's pay estimate is updated.
 In case of conflict between construction documents and this change order, this change order shall govern.
 Upon execution of this Change Order by all parties, the identified time and cost changes herein are made part of the contract documents.

STR CONSTRUCTORS, LTD.
CHANGE PROPOSAL

PROPOSAL ISSUED TO:	STR's PCO NO.: 30			
Wilco Jail Kitchen & Plumbing Remodel 508 South Rock Street Georgetown, TX				
ATTENTION:	Dale Bulter Facilities Director			
DESCRIPTION: Add for Air Duct Cleaning of the Existing Kitchen Supply ducts Only with install of necessary duct access doors, as requested by Engineer & Owner (see attached sketch of ducts to be cleaned)				
Description	Subcontracts	Material	Labor	Total
STR Constructor's Direct Costs				
(see attached STR GC Breakdown)				
	\$	841.20	\$ 1,296.00	\$ 2,137.20
				\$ -
				\$ -
				\$ -
				\$ -
Subcontract Cost				
	\$	16,462.00		\$ 16,462.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
DIRECT COST	\$ 16,462.00	\$ 841.20	\$ 1,296.00	\$ 18,599.20
PAYROLL TAX & INSURANCE (STR's Labor)	32.58%			\$ 422.24
STR FEE ON OWN WORK	15.00%			\$ 383.92
STR FEE ON SUBCONTRACTORS	10.00%			\$ 1,646.20
BOND	2.50%			\$ 526.29
INSURANCE	0.86%			\$ 185.57
TOTAL COST				\$ 21,763.41
QUALIFICATIONS & CLARIFICATIONS:				
<p><i>STR will require <u>3 Additional Calendars Days in the Kitchen</u> Time Line to complete this additional requested unforeseen work, as it will extend the critical path for the Kitchen</i></p>				
<p>This change proposal becomes null & void after ten calendar days (10) and extends the contract completion date by 3 working days at \$ 1,058.40 dollars of cost for general conditions expenses per each calendar day. Work stoppage due to late acceptance of this change proposal voids this quotation and will increase the cost by the General Contractor's general conditions expenses which exceed (\$ 1,481.76) per work day. One Work day = 1.4 Calendar days.</p>				
STR CONSTRUCTORS, LTD.			Approved by:	
<i>TD Starfield</i>				
Project Manager		DATE:	Date:	
		<i>4/18/2017</i>		

HVAC Hard Bid Proposal



18 Indian Meadow Round Rock, Texas 78664 (512)244-3436 office (512) 244-3498 fax
TACLB00028659E

General Contractor: STR
Attn: Tom Stanfield

April 17, 2018

Re: Certified Duct Cleaning – Wilco Jail Kitchen

We base our quotation on the following bid documents: M101

Scope of Work:

1. Provide certified duct cleaning services per (NADCA) National Air Duct Cleaning Association certified. Cleaning per NADCA standards ACR 2013.
2. Furnish and install insulated duct access doors to facilitate cleaning.
3. Patch insulation where access doors are installed
4. Work to be performed during normal business hours
5. Prevailing wages / certified payroll

Exclusions:

1. Sales tax, Overtime, kitchen hood exhaust ductwork

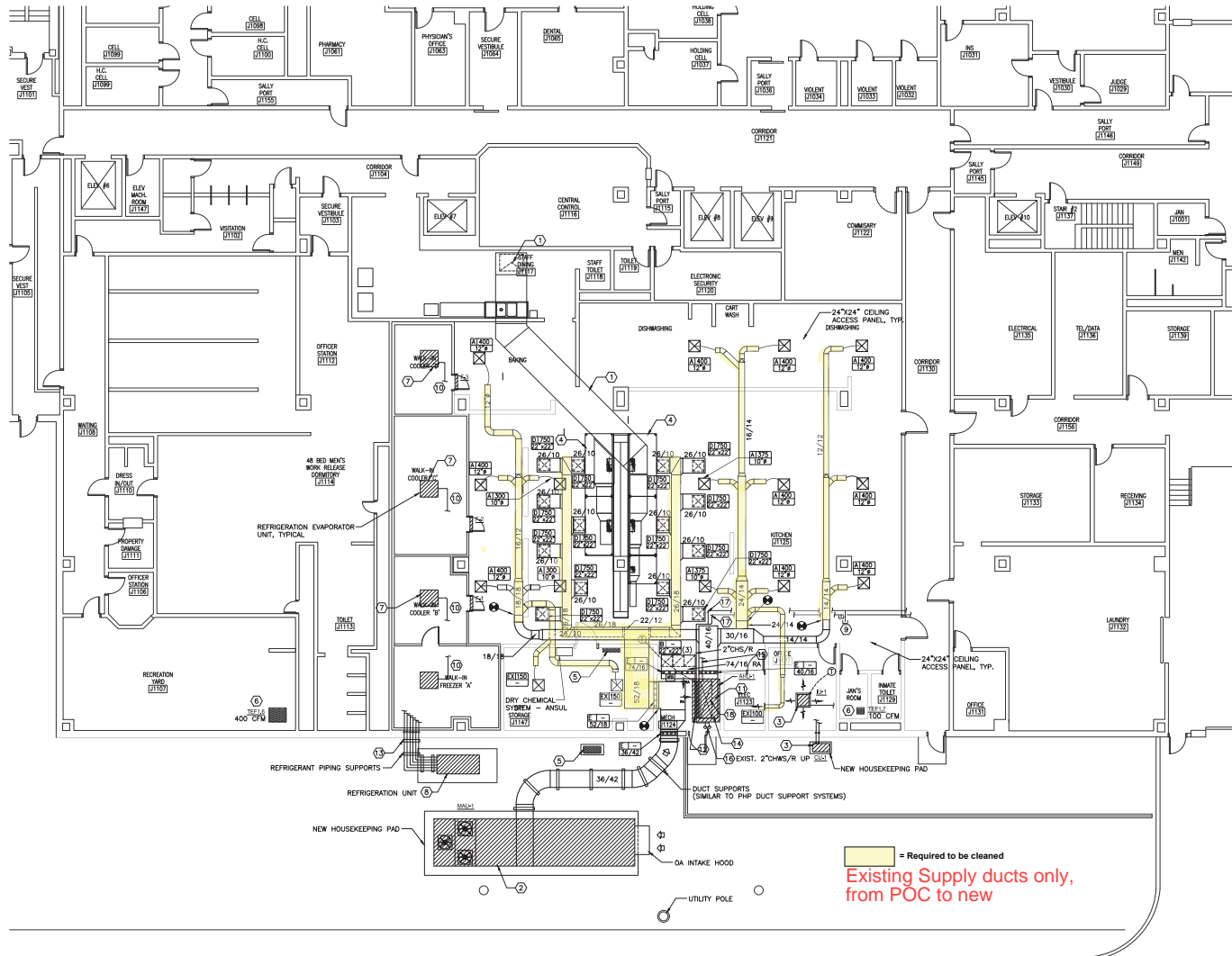
<i>Materials / Labor:</i>	<i>\$14,315.00</i>
<i>15% OH/MU:</i>	<i>\$2,147.00</i>
<i>Total:</i>	<i>\$16,462.00</i>

Notes:

1. Work is currently scheduled for Tuesday 4/24/2018 and will take 2 working days, once change order is approved and we receive notice to proceed.
2. See attached M101 highlighted existing ductwork to be cleaned.


Austin Adair

Office Phone: (512) 244-3436 #213 / Mobile: (512) 999-8338
Email: AADAIR@GEMINIMECH.COM



KEYED NOTES:

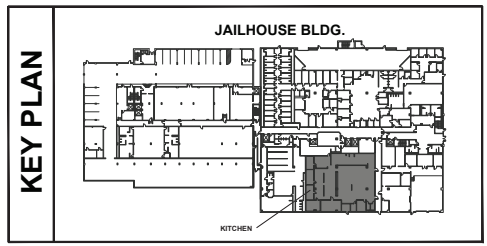
- ① REUSE EXISTING EXHAUST DUCT AND CONNECT TO NEW ROOFTOP KITCHEN EXHAUST FAN. PROVIDE NEW KITCHEN ROOFTOP EXHAUST FAN. REFER TO MECHANICAL SCHEDULES ON SHEET M-601 AND ME-101 MECHANICAL ROOF PLAN.
- ② PROVIDE OUTSIDE AIR KITCHEN MAKE AIR SUPPLY FAN. REFER TO MECHANICAL SCHEDULE ON SHEET M-601 AND SEQUENCE OF OPERATION. CONTROL CABLE SHALL BE IN EMC OR MC CONDUIT WITH LAMP (WEATHER-TITE) FLEX FROM SUPPORT RACK TO CONDUIT.
- ③ PROVIDE CEILING MOUNTED MINI SPLIT DX SYSTEM INDOOR UNIT. CONNECT TO OUTDOOR CONDENSING UNIT.
- ④ PROVIDE NEW STAINLESS STEEL KITCHEN HOOD PER SCHEDULE. REFER TO SHEET M-601 MECHANICAL SCHEDULES.
- ⑤ EXISTING INDOOR/OUTDOOR DX SYSTEM TO REMAIN.
- ⑥ PROVIDE AIR BALANCE FOR EXISTING EXHAUST FAN TO CFM SHOWN.
- ⑦ PROVIDE NEW INDOOR REFRIGERATION EVAPORATOR UNIT. REFER TO REFRIGERATION SYSTEM SCHEDULE ON SHEET PS-105. LOCATION AS INDICATED ON FOOD SERVICE DRAWINGS.
- ⑧ PROVIDE NEW OUTDOOR REFRIGERATION CONDENSING UNIT. REFER TO REFRIGERATION SYSTEM SCHEDULE.
- ⑨ PROVIDE SECURITY BARS IN SUPPLY AND RETURN DUCTWORK ENTERING THE MECHANICAL ROOM.
- ⑩ ROUTE NEW, INSULATED CONDENSATE DRAIN LINE TO FLOOR DRAIN. PROVIDE NEW DRAIN LINE INSULATION SIMILAR TO 1/2" OF ARMAFLEX INSULATION.
- ⑪ PROVIDE NEW KITCHEN (MODULAR) AIR HANDLING UNIT. INSTALL IN MECHANICAL ROOM. CONNECT NEW TO EXISTING JAIL BUILDING AUTOMATION SYSTEM (BAS). THE EXISTING SYSTEM IS AN AUTOMATED LOCK CONTROL SYSTEM. PROVIDE ALL NECESSARY HARDWARE AND SOFTWARE TO ADD UNIT TO THE SYSTEM. MOUNT VFD ON WALL.
- ⑫ CONNECT NEW 1-1/2" CHG/R PIPING TO EXISTING CHILLED WATER LINES. NEW CHG/R LINES SERVE AIR HANDLING UNIT (AHU-1). PROVIDE SHUT-OFF VALVES IN THE VERTICAL.
- ⑬ PROVIDE GALVANIZED KINDORF CHANNEL SLEEPERS ON 2'-0" CENTERS FOR SUPPORT OF REFRIGERANT LINES, CONTROL CONDUIT AND POWER CONDUITS. COORDINATE LOCATION OF EXTERIOR WALL PENETRATION FOR REFRIGERANT PIPING. PATCH WALL WHERE OLD REFRIGERANT PIPING WAS REMOVED.
- ⑭ PROVIDE NEW, 2" THICK HOUSEKEEPING PAD FOR AIR HANDLING UNIT (AHU-1).
- ⑮ PROVIDE CONDENSATE REMOVAL PUMP SIMILAR TO LITTLE GANT MODEL NO. VOM-154LS, 1 GPM, 15" HEAD, 120V/1. ROUTE CONDENSATE PIPING TO FLOOR DRAIN IN KITCHEN.
- ⑯ PROVIDE NEW 2" CHILLED WATER SUPPLY AND RETURN PIPING AT 2" FIRE RISERS. ROUTE PIPING AS SHOWN ON PLAN.
- ⑰ CONNECT NEW 2" CHG/R TO EXISTING PIP AT THIS LOCATION. FIELD VERIFY EXACT LOCATION.
- ⑱ 72/24 SUPPLY DUCT UP.

REMODEL LEGEND

	EXISTING TO REMAIN
	NEW EQUIPMENT
	POINT OF CONNECTION NEW TO EXISTING
	EXISTING EQUIPMENT TO REMAIN
	NEW EQUIPMENT

= Required to be cleaned
Existing Supply ducts only, from POC to new

1 MECHANICAL HVAC PLAN FIRST FLOOR
 SCALE: 1/8"=1'-0"
 NORTH



WFB WALLACE GROUP, INC.
 ENGINEERS ARCHITECTS PLANNERS SURVEYORS
 WACO, TEXAS

STATE OF TEXAS
 PROFESSIONAL ENGINEERING
 License No. 13239

03014 Collins, Suite 100
 Austin, Texas 78702
 PH: 512.451.8870 FAX: 512.451.8878

**WILLIAMSON COUNTY
 JAIL RENOVATION**
 306 W. 4TH STREET
 GEORGETOWN, TX 78626

MARK	DATE	CONSTRUCTION CODE	DESCRIPTION

PROJECT NO: _____
 DRAWN BY: SR
 CHECKED BY: QV
 DATE: 1A

SHEET TITLE:
MECHANICAL HVAC PLAN FIRST FLOOR

M101
 SHEET



80006

Remit To:
Hull Supply Co., Inc
5117 E. Cesar Chavez
Austin, TX 78702

5117 East Cesar Chavez PH: 512-385-1262
Austin, TX 78702 Fax: 512-385-0225
MARK LONGORIA
marklongoria@hullservices.com
Ph: 512-439-2779

Invoice Number: 0208784-IN
Invoice Date: 4/26/2018
Order No: 0208784
Order Date: 4/17/2018
Ship Date: 4/17/2018
Job NO:

Sold To:0005133
STR CONSTRUCTORS, LTD.
15500 HWY 29 WEST
LIBERTY HILL, TX 78642
512-515-0254

Ship To:
WILL CO JAIL - KITCHEN AREA
505 ROCK STREET
TRAILER 650 ROCK STREET
GEORGETOWN, TX 78626

Confirm To: JAMES WEEKS

HARDWARE

Customer P.O.	Ship VIA	F.O.B.	Terms	Written By		
	SVC 8 INSTALL		Net 30 days	MARK LONGORIA		
Item Number	Unit	Ordered	Shipped	Back Ordered	Price	Amount
REPLACE DAMAGED EXISTING FULL SURFACE HINGE DUE TO AN OBJECT THAT WAS PROPPED TO KEEP DOOR OPENED THAT CAUSED THIS DAMAGE.						
SL57CLHD83	EA	1.00	1.00	0.00	150.00	150.00
SEL SL57 FS HD GEAR HGE CLR 7'						
/LABOR.REMODEL						570.00
LABOR - REMODEL						

JOB# 1702
CODE # _____
MR # _____
APPRVD # _____

Beginning August, 01, 2015 Hull Supply will be working with our customers to go paperless on statements and invoices. We invite you to join us in this effort! By going paperless you're making an environmentally friendly choice. Electronic invoices and statements take fewer natural resources to create and deliver than their paper versions. In order to enroll your company in our paperless invoicing process we will need a valid email address for invoice delivery.

Net Invoice: 720.00
Less Discount: 0.00
Freight: 0.00
Sales Tax: 59.40
Invoice Total: 779.40

Please send that contact information to Cheryl Collier.
Cheryl's email address is: cherylcollier@hullsupply.com

If you have questions, please call us at 512-225-8064. We look forward to hearing from you soon!
Hull Supply dba: Hull Services

STR CONSTRUCTORS, LTD.
CHANGE PROPOSAL

PROPOSAL ISSUED TO:	STR's PCO NO.: 32
Wilco Jail Kitchen & Plumbing Remodel 508 South Rock Street Georgetown, TX	

ATTENTION:	Dale Bulter Facilities Director
------------	---

DESCRIPTION:
Add for Owner Directed Plumbing Modifications at the Kitchen Cookline - Extend the Hot & Cold Water to the North Side of the chase with globe valves at 4ea locations on a T&M Basis

Description	Subcontracts	Material	Labor	Total
STR Constructor's Direct Costs				\$ -
(see attached STR GC Breakdown)		\$ -	\$ -	\$ -
				\$ -
				\$ -
				\$ -
Subcontract Cost				\$ -
Capitol Plumbing	\$ 3,393.65			\$ 3,393.65
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
DIRECT COST	\$ 3,393.65	\$ -	\$ -	\$ 3,393.65
PAYROLL TAX & INSURANCE (STR's Labor)	32.58%			\$ -
STR FEE ON OWN WORK	15.00%			\$ -
STR FEE ON SUBCONTRACTORS	10.00%			\$ 339.37
BOND	2.50%			\$ 93.33
INSURANCE	0.86%			\$ 32.91
TOTAL COST				\$ 3,859.26

QUALIFICATIONS & CLARIFICATIONS:

This change proposal becomes null & void after ten calendar days (10) and extends the contract completion date by 0 working days at \$ 1,058.40 dollars of cost for general conditions expenses per each calendar day. Work stoppage due to late acceptance of this change proposal voids this quotation and will increase the cost by the General Contractor's general conditions expenses which exceed (\$ 1,481.76) per work day. One Work day = 1.4 Calendar days.

STR CONSTRUCTORS, LTD. <div style="text-align: center; font-size: 1.2em; font-family: cursive;">  </div>	Approved by:
DATE: Project Manager	Date:

5/15/2018

Capitol Plumbing and Repair

CPR - "We bring your plumbing back to life"

401 CR 266, Georgetown TX 78628

Ph: 512-577-1262

Fax: 512-778-5554

e-mail: keith_cpr@yahoo.com

Change Order #6

To: STR Construction

Attn: Tom Stanfield

Project: Wilco Jail

Description: Install (4) Hot and Cold water outlets with Ball Valves and threaded plugs for future Kitchen equipment connections on cook line. Insulate all hot water piping in Plumbing Chase. Install (2) 1" Pro Press ball valves to isolate Plumbing Chase.

Materials: \$891.00

20' – 1" Type "L" copper

40' – ½" Type "L" copper

8 – 1" x ½" copper Tee's

25 – ½" copper 90's

8 – ½" Threaded Ball Valves

8 – ½" Threaded brass plugs

8 – 5/8" Escusheons
2 – 1/2" copper couplings
2 – 1" copper couplings
8 – 1/2" copper MIP adapters
8 – 1/2" copper 45's
2 – Tanks Mapp Gas
2 – Rolls Solder
2 – 1" Pro Press ball valves
1 – Tub Soldering paste
30' – 1 1/8" x 1/2" fiberglass insulation
36' – 5/8" x 1/2" fiberglass insulation
1 – Gallon Moisture Barrier Compound
1 – Spreading Brush
2 – Rolls White Insulation tape

Labor: \$2,060.00

Plumber - 12 hours @ \$90/hr.

Helpers(2) – 24 hours @ \$45/hr.

15% Overhead and Profit: \$442.65

Total: \$3,393.65

Doyle Electric, LLC

1108 S Lakeside Dr
Burnet, Texas 78611
Phone: 512-743-5534

Request for Change Order

5/17/2018

TO:

STR Constructors
Tom Stanfield
Liberty Hill, Texas 78642

JOB:

Project: Williamson County Jail Kitchen Renovation
508 S. Rock St. Georgetown, TX 78628
Change Order Number: 516-05

CHANGE ORDER INFORMATION: EHB Panel Feeder

WORK DESCRIPTION: Work includes demolition of existing feeder conductors to existing panel EHB. Install new 2" conduit with conductors to panel EHB. Demolish existing Spare Bucket and Install new 200A MCC Bucket to feed EHB.

- NOTE: LEAD TIME ON NEW 200A BUCKET IS 15 DAYS

The total amount of this Change Order is: **\$9,624.00**
Added Work Days (M-F): **17 Working Days (due to lead time)**

Exclusions:

- Tax
- Existing conditions of remaining electrical items
- Concrete cut/patch
- CMU patch
- Paint
- HVAC Controls and Conduit (only as stated above)
- Overtime

Sincerely,

Dustin Doyle

Dustin Doyle

Doyle Electric, LLC
512-743-5534

WILCO Jail Renovation - Panel EHB Feeder

Item#	Description	Qty	Price	Price	Ext Price	Labor	Labor	Ext Labor
1005	2" EMT	20.00	586.73	C	117.35	8.00	C	1.60
1489	2" Compression Steel Connector	2.00	2244.62	C	44.89	0.50	E	1.00
1569	2" Compression Steel Coupling	2.00	2684.54	C	53.69	0.70	E	1.40
1611	2" Plastic Bushing	2.00	151.67	C	3.03	0.27	E	0.54
2035	2" Field Knockout (labor only)	2.00	0.00	E	0.00	0.70	E	1.40
2364	2" Conduit Hanger w/Bolt	2.50	179.82	C	4.50	27.50	C	0.69
2268	2" EMT Elbow	2.00	10.39	E	20.78	0.50	E	2.00
2663	#6 THHN CU Stranded Wire	32.00	612.64	M	19.60	12.00	M	0.38
2670	#3/0 THHN CU Stranded Wire	128.00	3781.98	M	484.09	26.00	M	3.33
3082	1/2" Pull Line	21.00	184.54	M	3.88	17.50	M	0.37
4389	200A 3P Fusible Switch-Bucket	1.00	5814.90	E	5814.90	1.50	E	1.50
4410	#8-6 Wire Termination Labor	2.00	0.00	E	0.00	0.26	E	0.52
4413	#3/0-4/0 Wire Termination Labor	8.00	0.00	E	0.00	0.44	E	3.52
T0004	Wire Demolition	1.00	0.00	E	0.00	2.00	E	2.00
T0001	Bucket Demolition	1.00	0.00	E	0.00	1.50	E	1.50
T0002	Investigation Time	2.00	0.00	E	0.00	2.00	E	4.00
T0003	Tool/Material Pick-up	1.00	0.00	E	0.00	4.00	E	4.00
Total					\$ 6,566.71	Total		29.75 Hrs

<u>Change Order Summary</u>	
Material Total	\$6,566.71
Material Subtotal	\$6,566.71
Electrician Hours	14.87
Electrician per Hour Including Burden	\$33.12
Superintendent Hours	14.88
Superintendent per Hour Including Burden	\$56.05
Labor Subtotal	\$1,326.52
<i>Consumables (6% of material)</i>	<i>\$394.00</i>
<i>Project Management (5% of labor)</i>	<i>\$66.33</i>
<i>Safety (\$0.50 per labor hour)</i>	<i>\$14.88</i>
<i>Equipment</i>	<i>\$0.00</i>
<i>Subcontractors</i>	<i>\$0.00</i>
Direct Costs Subtotals	\$475.20
Total Costs Subtotal	\$8,368.43
Overhead and Profit (15%)	\$1,255.26
CHANGE ORDER TOTAL	\$9,624



Cust # 147812

3203 Longhorn Blvd, Ste 101
 Austin, TX 78758
 (512)927-7100 Fax (512)927-7104

Quote

Salesrep	RG	Quote #	3296068-00
Quote Date	PO #	Page #	1
MCC BUCKET			1
Date and Time Printed			

Ship To DOYLE ELECTRIC, LLC
 1108 S. LAKESIDE DR
 BURNET, TX 78611

Correspondence To THE REYNOLDS COMPANY
 P.O. BOX 205653
 DALLAS, TX 75320-5653

Bill To DOYLE ELECTRIC, LLC
 1108 S. LAKESIDE DR
 BURNET, TX 78611

Instructions

Ship Point: The Reynolds Company - AUS
 Via: DO NOT SHIP
 Terms: 1%10daysN30

QUOTES ARE VALID FOR 30 DAYS ONLY

Pricing firm for 24 hrs. Subject to change based upon raw material cost.

Ln #	Product And Description	Quantity Quoted	Quantity Backordered	Quantity Available	Unit Price	Price UM	Amount (Net)
1	MFS200QMR2A 200A FUSIBLE BUCKET	1	1	0	5646.12	each	5646.12
2	LITTFLSR200ID L-FSE FLSR200ID 600V IND FUSE https://www.reynoldsonline.com/Search/07945802555	3	0	3	56.26	E	168.78
2	Lines Total			4		Subtotal	5814.90
						Quote Total	5814.90

Williamson County Facilities - Job Cost Tracking Log

Project: Jail Kitchen Remodel P411

Change Order #: 8

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	Cost of Work	Owner Contingency	Total Updated Contract Amount
Contract			180	\$ 1,781,645.00	\$ 450,000.00	\$ 2,231,645.00
1	12/12/2017	Architect	10	\$ 118,633.53	\$ (118,633.53)	\$ 2,231,645.00
2	2/20/2018	Architect	8	\$ 42,482.97	\$ (42,482.97)	\$ 2,231,645.00
3	2/27/2018	Owner/Architect	2	\$ 49,389.05	\$ (49,389.05)	\$ 2,231,645.00
4	2/27/2018	Owner/Contractor	0	\$ 37,632.70	\$ (37,632.70)	\$ 2,231,645.00
5	2/27/2018	Owner	34	\$ 83,476.43	\$ (83,476.43)	\$ 2,231,645.00
6	4/10/2018	Owner/Contractor	0	\$ 30,076.20	\$ (30,076.20)	\$ 2,231,645.00
7	5/1/2018	Owner	12	\$ 48,129.86	\$ (48,129.86)	\$ 2,231,645.00
8		Architect	3	\$ 37,453.39	\$ (37,453.39)	\$ 2,306,551.78
9						\$ 2,306,551.78
10						\$ 2,306,551.78
						\$ 2,306,551.78
Total			249	\$ 2,228,919.13	\$ 2,725.87	\$ 2,306,551.78

REMAINING BUDGET \$ 77,632.65

Commissioners Court - Regular Session

13.

Meeting Date: 06/05/2018

North Campus Facility P324 - Change Order 54

Submitted By: Gina Wrehsnig, Infrastructure

Department: Infrastructure

Division: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County North Campus Project; Change Order #54 in the amount of \$20,376.00 for additional concrete work at dumpster enclosures, 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

This change in work is due to Architectural Supplemental Instruction # 46 advising that the aprons in front of the dumpster enclosures should be concrete versus asphalt to ensure reasonable longevity of the product since this is typically an area that does not hold up well because of trash truck activity.

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.

Fiscal Impact

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

Attachments

[NCF Change Order 54](#)

[NCF CO54 Funds](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 05/31/2018

Reviewed By

Wendy Coco

Date

05/31/2018 10:16 AM

Started On: 05/31/2018 08:16 AM



3171 SE Inner Loop
Georgetown, TX
78626

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

May 17, 2018

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

Re: North Campus Facilities

Job No: 233901


Subj: Change Proposal No. 233901-0054

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of \$0 (zero) dollars to provide Concrete Aprons at Dumpster Enclosures in Reference to ASI-046 dated 3-19-18 for the above referenced project.

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: Mark Brown - BLGY
Brody Harns - BLGY

FORM B

PROJECT: North Campus Facilities

233901-0054

Concrete Aprons at Dumpsters	\$0.00	\$0.00	\$16,836.00	\$16,836.00
Sawcut for Concrete at Dumpster Enclosures	\$0.00	\$0.00	\$3,370.00	\$3,370.00
Clean-up for Concrete at Dumpster Enclosures	\$0.00	\$0.00	\$170.00	\$170.00
Subcontractor Default Insurance	\$0.00	\$210.00	\$0.00	\$210.00
To Be Funded By Owners Contingency	\$0.00	\$(20,586.00)	\$0.00	\$(20,586.00)

Totals	\$0.00	\$(20,376.00)	\$20,376.00	\$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: 5/18/2018

Accepted

VAUGHN CONSTRUCTION

By: 

By: 
Doug Boram

Date _____

Proposal Valid for 10 Days

Funds Tracking Log

Change Proposal No.	Change Type & No.	Total General Fund		GMP Breakdown						GMP #2339.01	Total Updated Contract Amount
		Propd.	App.	Cost of Work	CM Contingency	Owner Contingency	General Conditions	Buyout Savings	Construction Phase Fee		
N/A	GMP	-	-	\$18,196,395	\$406,771	\$406,771	\$1,896,522		\$825,467	\$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	\$1,708	\$0	(\$1,727)	\$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	\$19,876	(\$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	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	0	\$4,646	(\$4,646)	\$0	\$0		\$0	\$0	\$21,362,676
39R	OCO	15	15	\$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	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	0	\$25,500	(\$25,500)	\$0	\$0		\$0	\$0	\$21,362,676
46	OCO	108	108	\$1,304,051	\$0	\$0	\$132,086	(\$135,504)	\$49,367	\$1,360,000	\$22,712,676
47	OCO	0	0	\$1,112	\$0	(\$1,126)	\$14		\$0	\$0	\$22,712,676
48	OCO	0	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	\$4,392	(\$4,392)	\$0	\$0		\$0	\$0	\$22,712,676
51	OCO	4	4	\$5,759	\$0	(\$5,759)	\$0		\$0	\$0	\$22,712,676
52	OCO	0	0	(\$2,064)	\$0	\$2,064	\$0		\$0	\$0	\$22,712,676
53	OCO	0	-	\$377,829	\$0	\$0	\$47,387	(\$425,216)	\$0	\$0	\$22,712,676
54	OCO	0	-	\$20,376	\$0	(\$20,586)	\$210		\$0	\$0	\$22,712,676
Current Amounts		201	201	\$20,083,637	\$244,111	\$191,827	\$2,078,987	(\$560,720)	\$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:
 April 3, 2018

From:
 Stephen Wallace
 Keystone Concrete Placement

Project:
Williamson County N.C.F.

Change Request #10

ASI #46

Keystone Concrete Placement's Work:

Add 8" thick paving at dumpster pads at buildings D, G & H per ASI #46.

Labor:	\$7,806
Materials:	\$6,919
Equipment:	\$580
Overhead & Profit (10%):	\$1,531
Bond@ 1%:	\$0

Excludes: subgrade prep, demo of existing, mono curbs, sawcutting of asphalt

Total Change Request: \$ 16,836

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 #46

Total Square Feet:

GRAND TOTAL: \$16,836

COST BREAKDOWN

DESCRIPTION	UNITS	UNIT TYPE	COST / UNIT	TOTAL COST
LABOR				
Labor	24	MnHrs	\$33.42	\$802.08
Carpenter	48	MnHrs	\$43.40	\$2,083.20
Operator	8	MnHrs	\$38.59	\$308.72
Finisher	48	MnHrs	\$43.40	\$2,083.20
Field Engineer	4	MnHrs	\$48.83	\$195.32
Rod Buster		MnHrs	\$36.39	\$0.00
Foreman	20	MnHrs	\$49.75	\$995.00
Superintendent		MnHrs	\$66.83	\$0.00
Project Manager		MnHrs	\$77.38	\$0.00
LABOR TOTAL:				\$6,467.52
CONCRETE				
Concrete	40	CY	\$104.50	\$4,180.00
		Tax	\$0.0825	\$0.00
CONCRETE TOTAL:				\$4,180.00
REINFORCING STEEL				
Rebar	3282	LBS	\$0.65	\$2,133.30
Dowels	76	EA	\$1.94	\$147.44
		Tax	\$0.0825	\$0.00
REINFORCING TOTAL:				\$2,280.74
MATERIALS				
Formwork/Accessories	1	LS	\$243.64	\$243.64
Sand Cushion	13	CY	\$16.50	\$214.50
				\$0.00
MATERIAL TOTAL:				\$458.14
SPECIALTY				
Backhoe		HR	\$79.00	\$0.00
Hoe Ram Attachment		HR	\$103.00	\$0.00
Skidsteer	8	HR	\$67.00	\$536.00
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		HR	\$73.00	\$0.00
Concrete Pump		LS	\$420.00	\$0.00
Tx Cutting & Coring		LS	\$750.00	\$0.00
		Tax	\$0.0825	\$44.22
SPECIALTY TOTAL:				\$580.22
PLACE & FINISH				
Steel Tying	1.641	TONS	\$450.00	\$738.45
Place Concrete	40	LS	\$15.00	\$600.00

PLACE & FINISH TOTAL: \$1,338.45

COST SUBTOTAL:		\$15,305
OVERHEAD & PROFIT:	10%	\$1,531
Bond:	1%	\$0
TOTAL PRICE:		\$16,836

Williamson County North Campus Facilities Form B

Change in Work - Cost Analysis Form

(To Be Completed All Subcontractors, Suppliers & Contractors Associated with the Change Proposal)

Object No. & Name: 2339-01 Wilco North Campus Facilities DATE 5/17/2018
 Contractor Name: J.T. Vaughn Construction, LLC Change No. 054
 Description of Change: Additional Work Associated with Concrete at the Dumpster Enclosures in Reference to ASI-046 dated 3-19-18

Means Code	Description	Quantity	Unit	Unit Cost	Labor	Material & Equipment	Subcontract
	J.T. Vaughn Construction, LLC (233901-0034)						
	Additional Work Associated with Concrete at the Dumpster Enclosures in Reference to ASI-046 dated 3-19-18	8.0	HR	\$ 19.31	\$ 154.48	\$ -	\$ -
SUBTOTAL					\$ 154.48	\$ -	\$ -

BOND \$ - \$ -

Work performed by the Contractor's own employees	SUBTOTAL	\$ 154.48
Work up to \$10,000.00, add...	15.0%	\$ -
Work between \$10,000.01 and \$20,000.00, add...	10.0%	\$ 15
Work greater than \$20,000.00, add...	7.5%	\$ -

Managing subcontracted work	SUBTOTAL	\$ -
Work up to \$10,000.00, add...	10.0%	\$ -
Work between \$10,000.01 and \$20,000.00, add...	7.5%	\$ -
Work greater than \$20,000.00, add...	5.0%	\$ -

Sales Tax 8.25% \$ -

TOTAL FOR THIS CHANGE PROPOSAL **\$** **170**

Williamson County Facilities - Job Cost Tracking Log

Project: North Campus Project # P324

Change Order #: 54

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	04/17/18	Owner	0	\$ (28,265.00)	\$ -	\$ 28,265.00	\$ -	\$ -	\$ -	\$ -	\$ 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	03/27/18	A&E	0	\$ 4,646.00	\$ -	\$ (4,646.00)	\$ -	\$ -	\$ -	\$ -	\$ 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

Williamson County Facilities - Job Cost Tracking Log

Project: North Campus Project # P324

Change Order #: 54

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		
45	03/20/18	Contractor	0	\$ 25,500.00	\$ (25,500.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
46	03/27/18	Owner	163	\$ 1,485,504.00	\$ -	\$ -	\$ (135,504.00)	\$ 132,086.00	\$ 49,367.00	\$ 1,350,000.00	\$ 22,712,677.00
47	03/20/18	Owner	0	\$ 1,126.00	\$ -	\$ (1,126.00)	\$ -	\$ -	\$ -	\$ -	\$ 22,712,677.00
48	03/20/18	Contractor	0	\$ 36,181.00	\$ -	\$ (36,181.00)	\$ -	\$ -	\$ -	\$ -	\$ 22,712,677.00
49	PENDING REVIEW										\$ 22,712,677.00
50	04/17/18	A&E	4	\$ 4,392.00	\$ (4,392.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,712,677.00
51	03/20/18	Owner	4	\$ 5,759.00	\$ -	\$ (5,759.00)	\$ -	\$ -	\$ -	\$ -	\$ 22,712,677.00
52	04/17/18	Owner	0	\$ (2,064.00)	\$ -	\$ 2,064.00	\$ -	\$ -	\$ -	\$ -	\$ 22,712,677.00
53	04/10/18	Owner	0	\$ 377,829.00	\$ -	\$ -	\$ (425,216.00)	\$ 47,387.00	\$ -	\$ -	\$ 22,712,677.00
54		A&E	0	\$ 20,376.00	\$ -	\$ (20,376.00)	\$ -	\$ -	\$ -	\$ -	\$ 22,712,677.00
55											\$ 22,712,677.00
											\$ 21,362,677.00
			196	\$ 20,842,355.00	\$ 253,780.00	\$ 187,392.00	\$ (1,140,298.00)	\$ 2,076,067.00	\$ 674,834.00	\$ 22,712,677.00	\$ 22,712,677.00

\$ 1,636,660.00

Commissioners Court - Regular Session

14.

Meeting Date: 06/05/2018

North Campus Facility P324 - Change Order 55

Submitted By: Gina Wrehsnig, Infrastructure

Department: Infrastructure

Division: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County North Campus Project; Change Order #55 in the amount of (\$390.00) to receive credit for flag pole changes, 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 credited to the Owners Contingency.

Background

This change order is to receive credit for changes made to the flagpoles during the submittal review process that altered the product and the price.

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.

Fiscal Impact

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

Attachments

[NCF Change Order 55](#)

[NCF CO55 Funds](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 05/31/2018

Reviewed By

Wendy Coco

Date

05/31/2018 10:16 AM

Started On: 05/31/2018 08:17 AM



3171 SE Inner Loop
Georgetown, TX
78626

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

May 17, 2018

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

Re: North Campus Facilities
Job No: 233901

Subj: Change Proposal No. 233901-0055

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of \$0 (zero) dollars to provide Flagpole Changes in Reference to Returned Submittal 107516-1-1 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: Mark Brown - BLGY
Brody Harris - BLGY



FORM B

PROJECT: North Campus Facilities

CHANGE PROPOSAL NO: 233901-0055

QUOTATION :

Item	Labor	Materials	Subs	Total
Credit for Changes to Submittal 107516-1-1	\$0.00	\$0.00	\$(390.00)	\$(390.00)
To Be Credited to Owners Contingency	\$0.00	\$390.00	\$0.00	\$390.00

Totals	\$0.00	\$390.00	\$(390.00)	\$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: 5/17/2018

Accepted

By: 

Date _____

VAUGHN CONSTRUCTION

By: 
Doug Boram

Proposal Valid for 10 Days

Funds Tracking Log

Change Proposal No.	Change Type & No.	Time Extension (Days)		GMP Breakdown						GMP #2339.01	Total Updated Contract Amount
		Pend.	App.	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	\$1,706	\$0	(\$1,727)	\$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	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	0	\$4,646	(\$4,646)	\$0	\$0		\$0	\$0	\$21,362,676
39R	OCO	15	15	\$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	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	0	\$25,500	(\$25,500)	\$0	\$0		\$0	\$0	\$21,362,676
46	OCO	168	168	\$1,304,051	\$0	\$0	\$132,086	(\$135,504)	\$49,367	\$1,350,000	\$22,712,676
47	OCO	0	0	\$1,112	\$0	(\$1,126)	\$14		\$0	\$0	\$22,712,676
48	OCO	0	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	\$4,392	(\$4,392)	\$0	\$0		\$0	\$0	\$22,712,676
51	OCO	4	4	\$5,759	\$0	(\$5,759)	\$0		\$0	\$0	\$22,712,676
52	OCO	0	0	(\$2,064)	\$0	\$2,064	\$0		\$0	\$0	\$22,712,676
53	OCO	0	-	\$377,829	\$0	\$0	\$47,387	(\$425,216)	\$0	\$0	\$22,712,676
54	OCO	0	-	\$20,376	\$0	(\$20,586)	\$210		\$0	\$0	\$22,712,676
55	OCO	0	-	(\$390)	\$0	\$390	\$0		\$0	\$0	\$22,712,676
Current Amounts		201	201	\$20,083,247	\$244,111	\$192,217	\$2,078,987	(\$560,720)	\$674,834	\$22,712,676	\$22,712,676

Camille Carpenter

From: Hardwick, Rosanne <rosanne@morgan-francis.com>
Sent: Tuesday, January 23, 2018 8:41 AM
To: Camille Carpenter
Cc: Linsey Kingen (linsey@morgan-francis.com); Doug Boram
Subject: Re: Wilco NCF - Submittal 107516-1-1 - Flagpole - PD & Shop Dwg. (APN)
Attachments: Approved Drawing Acknow PO# 233901-1002 SO# 11468.pdf; Revised SO# 11468.pdf; SIGNED REVISED PO# 233901-1002 SO# 11468.pdf

Thank you for your quick response.

Please find attached the acknowledgement for the approved drawing. We will change the truck system for all (3) poles from "Double Truck" to "Single Truck". This results in a credit totaling #390.00, and a New Contract Total of #3,965.00. I have attached a new copy of the sales order detailing the changes.

Thank you for all of your help. Please let me know if you have any questions.

On Mon, Jan 22, 2018 at 2:58 PM, Camille Carpenter <CCarpenter@vaughnconstruction.com> wrote:

Rosanne,

See attached submittal **107516-1-1 - Flagpole - PD & Shop Dwg.** response. This submittal was **approved as noted**. Note the Architect has made a change to a single halyard per flagpole. Please ensure that all comments have been acknowledged and addressed. **Please proceed with the specified material as noted.** Please provide any updates on coordination & deliveries. Thank you!

Camille Carpenter

Vaughn Construction

(512) 516-4569

VAUGHN
CONSTRUCTION

SUBMITTAL COVER SHEET



Date: 1/22/2018

Owner: Williamson County, Texas

VCC#: 233901

Re: North Campus Facilities
3171 SE Inner Loop
Georgetown, TX 78626

Transmitted To:

Brody Harris
2204 Forbes Dr., Suite 101
Georgetown, TX 78754
Phone: (512) 977-0390
Fax:

From:

VAUGHN CONSTRUCTION
3171 SE Inner Loop
Georgetown, TX 78626

T: (512) 663-7461

F: (512) 681-9752

Vaughn Construction has reviewed this Submittal only as to general design and requirements of the Contract documents of this project. SubContractor/Vendor to verify dimensions, quantities and field conditions for proper and complete installation of this work. Approval shall not relieve subcontractor or vendor from responsibility for errors or deviation from the contract documents.

TRANSMITTING:

(One) 1 Copies of submittals as detailed below

AS SUBMITTED BY:

Hoosier Flags, LLC

SUBMITTAL NO(S):

107516-1-1

SUBMITTAL DESCRIPTION:

FLAGPOLE - Product Data & Shop Dwg.

CC:

Mark Brown - BLGY

Dwayne Gossett - Wilco

Vaughn Construction has reviewed the subcontractor's certifications contained on the submittal cover sheet for the work included within the scope of the submittal, and based upon our review of such, does not dispute such certifications.

BY:

Camille Carpenter

PLEASE RETURN 1 COPIES WITH COMMENTS TO VAUGHN CONSTRUCTION

^{Supplier}
~~A/E~~ COMMENTS:

A/E STAMP:

Approved Drawing received. We will
change all poles to single truck
systems. This results in a
credit issued totalling \$390.00.
New Contract Total is \$3,965.00.

By:

Rosanna Hardwick



3410 N. Walnut Street
 Muncie, IN 47303
 Ph: 765-281-0255 Fx: 765-281-0256
 www.morgan-francis.com

Sales Order #:

11468DF!

Date	Customer P.O. #:	Ordered Date
1/31/2018	233901-1002	11/7/17

Customer Name / Address	
VAUGHN CONSTRUCTION 6604 N LAMAR AUSTIN, TX 78752	
Customer Contact	
Customer E-mail	
Customer Phone	512-318-1332
Customer Fax	

Ship To
WILCO NORTH CAMPUS FACILITY C/O VAUGHN CONSTRUCTION 3171 SE INNER LOOP GEORGETOWN, TX 78626 STUART BAKER 512-585-4852

Substantial Completion Date		3/2/2018	
Terms	Ship Date	Ship Via	Rep
Net 30	1/9/2017	XPO	LMK

Item	Description	Ordered	Rate	Amount
ES1	THE FLAG POLE DETAIL INDICATE A 7 INCH BASE. WE ARE QUOTING THE POLES WITH A 6 INCH BASE, WHICH WILL MEET OR EXCEED THE WNDLOAD RECOMMENDATIONS FOR THE GEOGRAPHICAL AREA.		0.00	
ST33632C	30ft exposed 2 section flagpole, 6" butt, .188 wall with clear anodized finish, 33ft overall ST Series, Single External Rope Operated standard accessories with revolving truck, aluminum ball, cast aluminum cleat, 2 chrome plated steel snaps, 5/16" rope, spun aluminum flash collar and metal ground sleeve. Not Included: Installation, concrete, sand, wooden wedges, sealant, and flags.	3	994.00	2,982.00
EC-MN	Sealed Calculations for flagpole is done by an Engineer in the state of MN who is responsible for their preparation. If other state seal or if foundation design required, ADD \$550			
CCBECYL	CLEAT BOX W/CYLINDER LOCK	3	80.00	240.00
SHIPPING	SHIPPING & HANDLING	1	743.00	743.00
	Estimate E16333: Note for Linsey Production Paperwork done			
	1/22/18 - approved drawing indicates SINGLE TRUCK. RH 1/18/18 Emailed Camille about getting approved drawings back. LMK 11/8/17 Delivery date of 1/16/18 - changed to deliver no later than 2/1/18			

Total \$3,965.00

Williamson County Facilities - Job Cost Tracking Log

Project: North Campus Project # P324

Change Order #: 55

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	04/17/18	Owner	0	\$ (28,265.00)	\$ -	\$ 28,265.00	\$ -	\$ -	\$ -	\$ -	\$ 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	03/27/18	A&E	0	\$ 4,646.00	\$ -	\$ (4,646.00)	\$ -	\$ -	\$ -	\$ -	\$ 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

Commissioners Court - Regular Session

15.

Meeting Date: 06/05/2018

Discuss consider and take appropriate action on approval of the preliminary plat for the Hulse Estates subdivision - Pct

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 Hulse Estates subdivision - Pct 4.

Background

This proposed subdivision consists of a single lot and no new public roads.

Fiscal Impact

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

Attachments

Prelim Plat - Hulse Estates

Form Review

Inbox

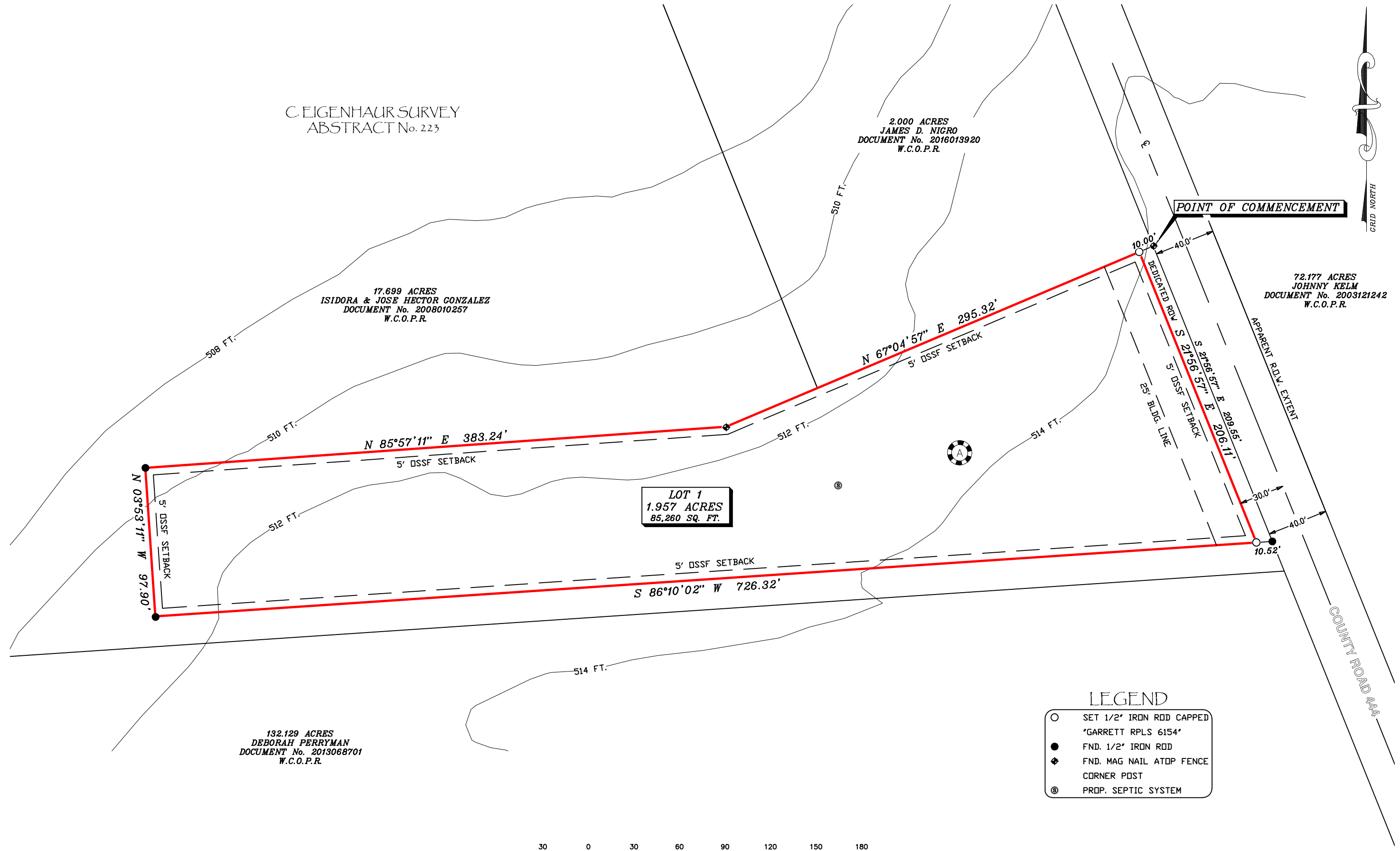
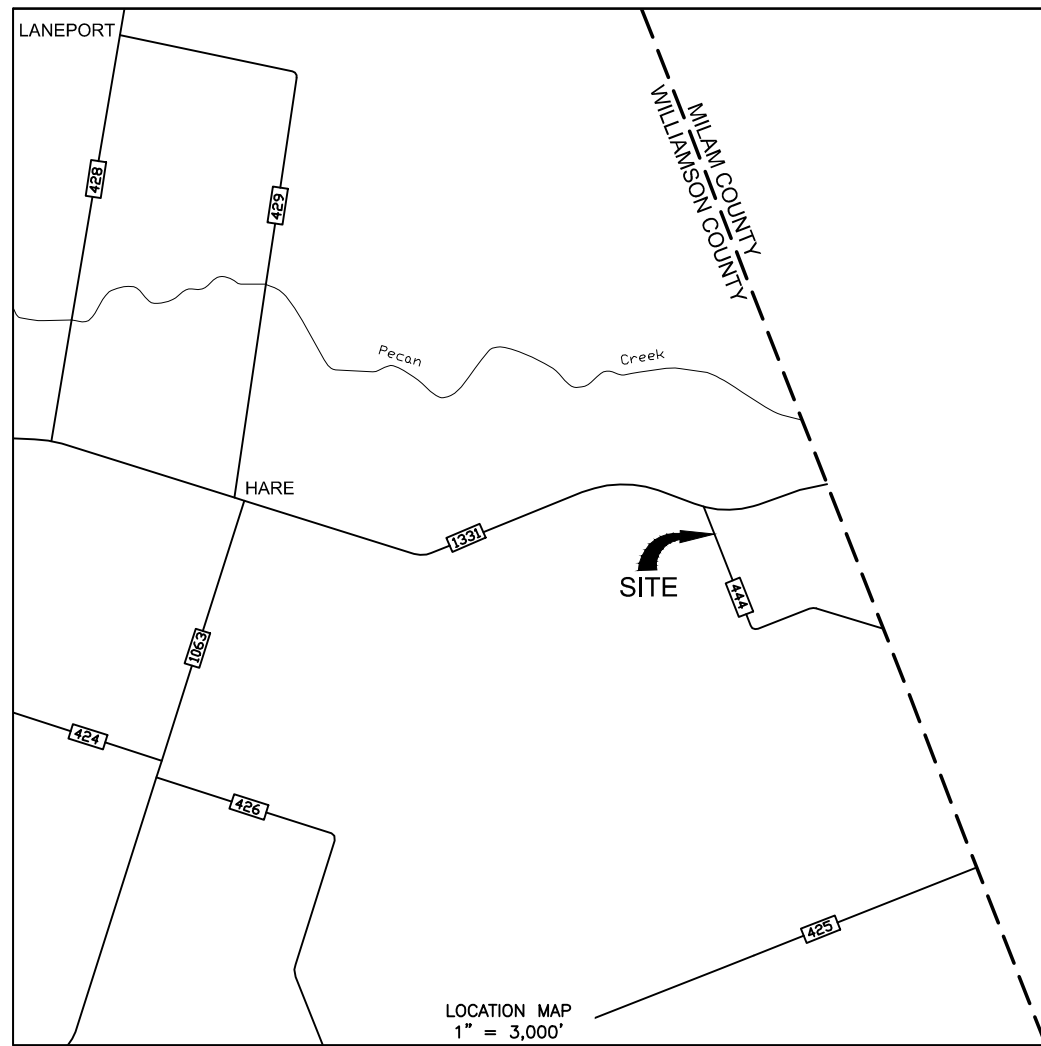
County Judge Exec Asst.
Form Started By: Adam Boatright
Final Approval Date: 05/31/2018

Reviewed By

Wendy Coco

Date

05/31/2018 11:45 AM
Started On: 05/31/2018 11:34 AM



FIELD NOTES:

A 1.957 ACRE TRACT, BEING THE SAME TRACT CONVEYED TO RICHARD HULSE, III, IN DOCUMENT No. 2017087153 OF WILLIAMSON COUNTY OFFICIAL PUBLIC RECORDS; SITUATED IN THE CONRAD EIGENHAUER SURVEY, ABSTRACT No. 223 IN WILLIAMSON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM A MAG NAIL FOUND ATOP A FENCE CORNER POST, IN THE WEST MARGIN OF COUNTY ROAD 444, AT THE EAST CORNER OF A 2,000 ACRE TRACT CONVEYED TO JAMES D. NIGRO IN 2016013920 OF WILLIAMSON COUNTY OFFICIAL PUBLIC RECORDS;

THENCE: ALONG THE SOUTH LINE OF SAID 2,000 ACRE TRACT TO THE POINT OF BEGINNING, BEING A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "GARRETT RPLS 6154" SET IN THE SOUTH LINE OF SAID 2,000 ACRE TRACT, AND FOR THE NORTH CORNER OF THIS HEREIN DESCRIBED TRACT;

THENCE: S 21°56'57" E - 206.11 FEET, TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "GARRETT RPLS 6154" SET IN THE SOUTH LINE OF A 17,699 ACRE TRACT CONVEYED TO ISIDORA GONZALEZ AND JOSE HECTOR GONZALEZ IN DOCUMENT No. 2008010257 OF WILLIAMSON COUNTY OFFICIAL PUBLIC RECORDS, AND FOR THE EAST CORNER OF THIS HEREIN DESCRIBED TRACT, FROM WHICH A 1/2" IRON ROD FOUND IN THE WEST MARGIN OF COUNTY ROAD 444, AN EXTERIOR ELL CORNER OF SAID 17,699 ACRE TRACT BEARS: N 86°10'02" E - 10.52 FEET;

THENCE: S 86°10'02" W - 726.32 FEET, ALONG SAID 17,699 ACRE TRACT TO A 1/2" IRON ROD FOUND AT AN INTERIOR ANGLE POINT OF SAID 17,699 ACRE TRACT, AND FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

THENCE: N 03°53'11" W - 97.90 FEET, ALONG SAID 17,699 ACRE TRACT, TO A 1/2" IRON ROD FOUND AT AN INTERIOR ANGLE POINT OF SAID 17,699 ACRE TRACT, AND FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

THENCE: N 85°57'11" E - 383.24 FEET, ALONG SAID 17,699 ACRE TRACT, TO A MAG NAIL FOUND ATOP A FENCE CORNER POST, AT AN EXTERIOR ANGLE POINT OF SAID 17,699 ACRE TRACT, AND FOR AN ANGLE POINT OF THIS HEREIN DESCRIBED TRACT;

THENCE: N 67°04'57" E - 295.32 FEET, PARTIALLY ALONG SAID 17,699 ACRE TRACT, CONTINUING ALONG SAID 2,000 ACRE TRACT TO THE POINT OF BEGINNING, CONTAINING 1.957 ACRES (85,260 SQ. FT.) OF LAND, MORE OR LESS.

STATE OF TEXAS
COUNTY OF WILLIAMSON:

I, JORDAN R. GARRETT, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT OF "HULSE ESTATES", WAS PREPARED FROM AN ACTUAL ON THE GROUND SURVEY MADE UNDER MY SUPERVISION, AND THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAME AS I LOCATED ITS COMPONENT PARTS ON THE GROUND. THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

WITNESS MY HAND AND OFFICIAL SEAL THIS ___ DAY OF _____, 20__.

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

JORDAN R. GARRETT
REGISTERED PROFESSIONAL LAND SURVEYOR
LICENSE No. 6154

- SURVEYOR'S NOTES:**
- THIS PLAT HEREBY DELETES AND TAKES THE PLACE OF THAT 2.001 ACRE TRACT CONVEYED TO RICHARD A. HULSE, III AS RECORDED IN DOCUMENT No. 2017087153 IN OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
 - THE PROPERTY SHOWN HEREON LIES IN ZONE X. AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS INDICATED ON FEMA FIRM No. 48491 C 0375 E, EFFECTIVE DATE: SEPTEMBER 26, 2008.
 - THIS PLAT WAS PREPARED IN CONFORMANCE WITH THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS, DATED AUGUST 20, 2013.
 - BEARING, DISTANCES AND AREAS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NAD83; GRID TO GROUND SCALE FACTOR: 1.000126060.
 - THERE ARE NO NEW ROADS.
 - SELLING A PORTION OF THIS AREA BY METES AND BOUNDS IS A VIOLATION OF THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS AND IS SUBJECT TO THE PENALTIES PROMULGATED THEREIN.
 - SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES
 - WATER SERVICES PROVIDED BY: SOUTHWEST MILAM WSC
 - ELECTRICAL SERVICES PROVIDED BY:
 - TELEPHONE SERVICES PROVIDED BY:
 - GARBAGE PICKUP IS AVAILABLE BY A COMMERCIAL FIRM.
 - 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.
 - RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF 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.
 - IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO LANDSCAPING, IRRIGATION, LIGHTING, OR CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
 - A DE FACTO CERTIFICATE IS HEREBY ISSUED FOR ALL LOTS WITHIN THE SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS;

I, RICHARD HULSE III, OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT No. 2017087153 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY PLAT SAID TRACT AS SHOWN HEREON, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS TRACT ARE TO BE KNOWN AS HULSE ESTATES.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS ___ DAY OF _____, 20__.

RICHARD HULSE III
PO BOX 2122
BELTON, TX 76513

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE, ON THIS DAY PERSONALLY APPEARED RICHARD HULSE, III, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ___ DAY OF _____, 20__.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

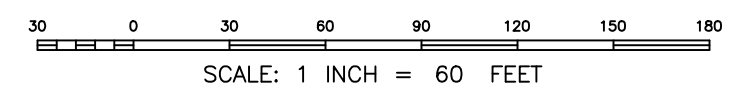
IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATING AND DEVELOPMENT OF THIS PROPERTY.

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.

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON THE REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND 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, PE, DR, CFM
COUNTY ENGINEER

DATE



LEGEND

- SET 1/2" IRON ROD CAPPED "GARRETT RPLS 6154"
- FND. 1/2" IRON ROD
- ◆ FND. MAG NAIL ATDP FENCE
- ⊙ CORNER POST
- ⊗ PRDP. SEPTIC SYSTEM

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE ___ DAY OF _____, 20__ A.D.

WILLIAMSON COUNTY ADDRESSING COORDINATOR

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS;

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

DAN A. GATTIS, COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

DATE

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS;

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

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

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

By: _____, DEPUTY

JOB NO:	171209	SURVEYED BY:	DN/AC
DATE:	05/23/2018	DRAFTED BY:	NP
FILE NAME:	171209.DWG	CHECKED BY:	JG

SHEET: 1 OF 1

PRELIMINARY PLAT OF:
HULSE ESTATES

JAG GEOMATICS, Inc.
LAND SURVEYING & CONSULTING
4004 MERCER ROAD, GEORGETOWN, TEXAS 78628
PHONE: (844) 4-JAGGEO FAX: (866) 486-8395
WWW.JAGGEO.COM REQUEST@JAGGEO.COM
TBPLS FIRM No. 10170400

Commissioners Court - Regular Session

16.

Meeting Date: 06/05/2018

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

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 Coombes subdivision - Pct 3.

Background

This proposed subdivision consists of a single lot and no new public roads.

Fiscal Impact

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

Attachments

[Prelim Plat - Coombes](#)

Form Review

Inbox

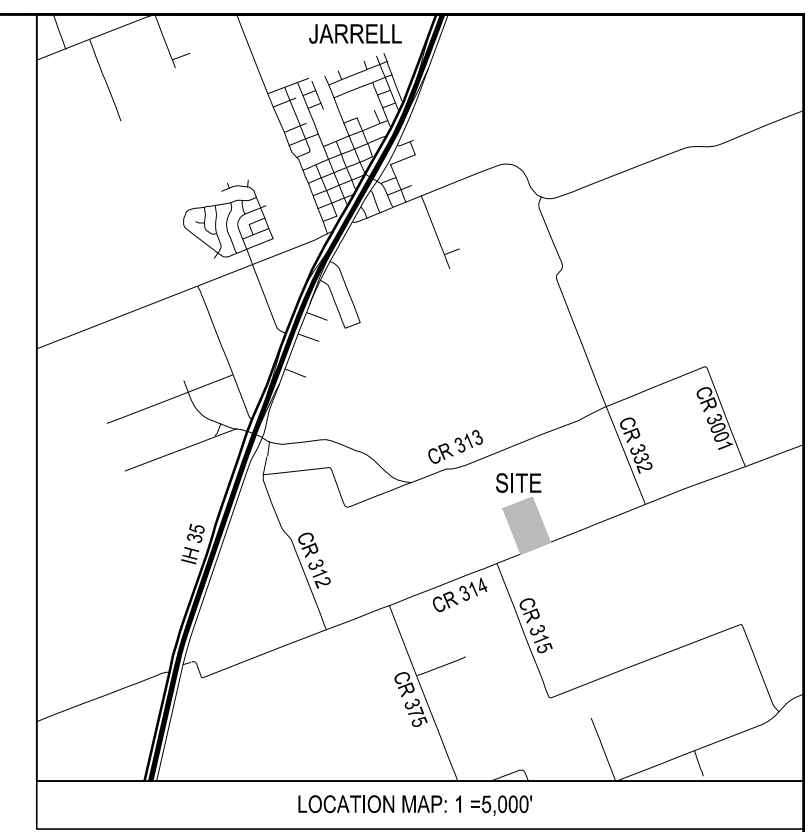
County Judge Exec Asst.
Form Started By: Adam Boatright
Final Approval Date: 05/31/2018

Reviewed By

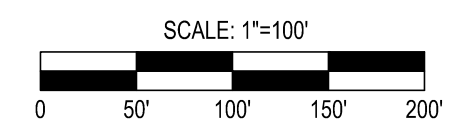
Wendy Coco

Date

05/31/2018 11:52 AM
Started On: 05/31/2018 11:42 AM



- LEGEND**
- P.O.B. POINT OF BEGINNING
 - 1/2" IRON ROD FOUND
 - SET 1/2" IRON ROD WITH A BLUE "QUICK INC RPLS 6447" PLASTIC CAP
 - X X WIRE FENCE
 - B.S.L. BUILDING SETBACK LINE



PRELIMINARY PLAT COOMBS SUBDIVISION

BEING AN 11.968 ACRE TRACT OF LAND LOCATED IN THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54, WILLIAMSON COUNTY, TEXAS, SAID 11.968 ACRE TRACT BEING PART OF THAT CALLED 10.00 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2007063885, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND PART OF THAT CALLED 10.00 ACRE TRACT OF LAND RECORDED IN VOLUME 1804, PAGE 714, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

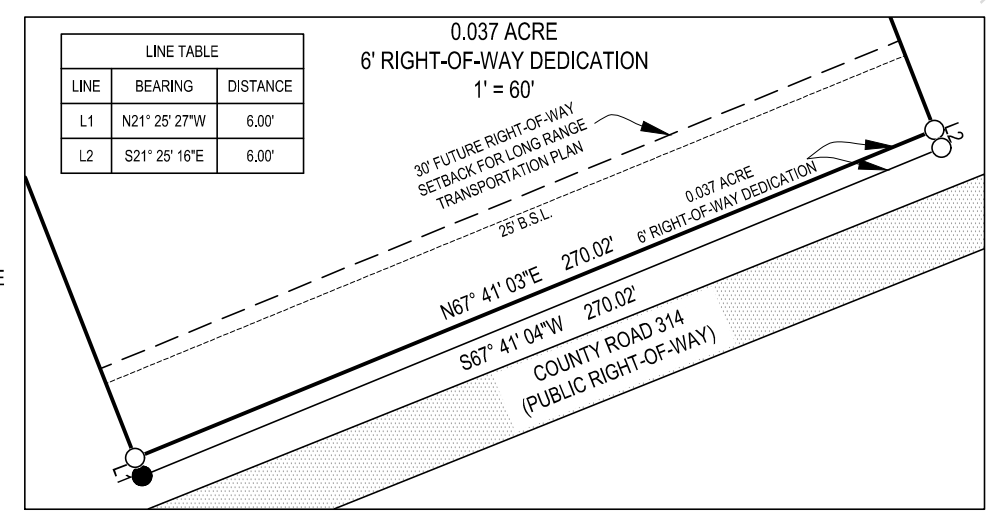
- NOTES:**
- 1) FIELD WORK PERFORMED ON: APRIL 2018
 - 2) BASIS OF BEARING: NAD 83, TEXAS CENTRAL ZONE, STATE PLANNED
 - 3) THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT, THEREFORE ALL SETBACKS, EASEMENTS, ENCUMBRANCES AND RESTRICTIONS MAY NOT BE SHOWN HEREON, THE SURVEYOR DID NOT COMPLETE AN ABSTRACT OF TITLE.
 - 4) FEMA FLOOD PLAIN - ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NUMBER 48491C0150E, EFFECTIVE DATE SEPTEMBER 26, 2008, THIS PROPERTY LIES IN ZONE X, WHICH IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 100 YEAR FLOOD PLAIN, THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP IS FOR USE IN ADMINISTERING THE NATIONAL FLOOD INSURANCE PROGRAM; IT DOES NOT NECESSARILY IDENTIFY ALL AREAS SUBJECT TO LOCAL DRAINAGE SOURCES OF SMALL SIZE, OR ALL PLANIMETRIC FEATURES OUTSIDE SPECIAL FLOOD HAZARD AREAS. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES LOCATED THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE, THE FLOOD HAZARD AREA IS SUBJECT TO CHANGE AS DETAILED STUDIES OCCUR AND/OR WATERSHED OR CHANNEL CONDITIONS CHANGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

BEGINNING AT A 1/2" IRON ROD LOCATED IN THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 314, SAID POINT BEING THE SOUTHWEST CORNER OF SAID 10.00 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2007063885, THE SOUTHEAST CORNER OF A CALLED 2 ACRE TRACT OF LAND RECORDED IN VOLUME 1384, PAGE 293, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND WHICH BEARS S 67° 41' 03" W, 3.288.1' FROM THE SOUTHEAST CORNER OF THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54;

1. THENCE, WITH THE WEST LINE OF SAID 10.00 ACRE TRACT RECORDED IN DOCUMENT NO. 2007063885, N 21° 25' 27" W, A DISTANCE OF 1322.51', TO A 1/2" IRON ROD LOCATED AT THE NORTHWEST CORNER OF SAID 10.00 ACRE TRACT RECORDED IN DOCUMENT NO. 2007063885, THE NORTHEAST CORNER OF THE REMAINDER OF A CALLED 20 ACRE TRACT OF LAND RECORDED IN VOLUME 1310, PAGE 870, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID POINT LOCATED IN THE SOUTH LINE OF A CALLED 10.00 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2017057964, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND BEING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;
2. THENCE, WITH THE NORTH LINE OF SAID 10.00 ACRE TRACT RECORDED IN DOCUMENT NO. 2007063885, THE SOUTH LINE OF SAID 10.00 ACRE TRACT RECORDED IN DOCUMENT NO. 2017057964, N 68° 09' 16" E, A DISTANCE OF 658.24', TO THE NORTHEAST CORNER OF SAID 10.00 ACRE TRACT RECORDED IN VOLUME 1804, PAGE 714, THE SOUTHEAST CORNER OF A CALLED 2.50 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2007063885, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID POINT LOCATED IN THE WEST LINE OF A CALLED 10.03 ACRE TRACT OF LAND RECORDED IN VOLUME 1536, PAGE 471, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND BEING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;
3. THENCE, WITH THE EAST LINE OF SAID 10.00 ACRE TRACT RECORDED IN VOLUME 1804, PAGE 714, THE WEST LINE OF SAID 10.03 ACRE TRACT, S 21° 21' 42" E, A DISTANCE OF 468.45', TO A 1/2" IRON ROD WITH A BLUE "QUICK INC. RPLS 6447" PLASTIC CAP SET FOR THE NORTHERMOST SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;
4. THENCE, CROSSING SAID "10.00 ACRE TRACT" RECORDED IN VOLUME 1804, PAGE 714, AND CROSSING SAID "10.00 ACRE TRACT" RECORDED IN DOCUMENT NO. 2007063885, S 81° 04' 20" W, A DISTANCE 397.08', TO A 1/2" IRON ROD WITH A BLUE "QUICK INC. RPLS 6447" PLASTIC CAP SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;
5. THENCE, CROSSING SAID "10.00 ACRE TRACT" RECORDED IN DOCUMENT NO. 2007063885, S 21° 25' 16" E, A DISTANCE 940.63', TO A 1/2" IRON ROD WITH A BLUE "QUICK INC. RPLS 6447" PLASTIC CAP SET IN THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 314, IN THE SOUTH LINE OF SAID 10.00 ACRE TRACT RECORDED IN DOCUMENT NO. 2007063885, SAID POINT BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;
6. THENCE, WITH THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 314, THE SOUTH LINE OF SAID 10.00 ACRE TRACT RECORDED IN DOCUMENT NO. 2007063885, S 67° 41' 04" W, A DISTANCE OF 270.02', TO THE POINT OF BEGINNING CONTAINING 11.968 ACRES OF LAND.

- NOTES:**
1. ACREAGE OF SUBDIVISION = 11.968 ACRES.
 2. NO LOT IN THIS SUBDIVISION IS ENCRoACHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, FLOOD INSURANCE RATE MAP, COMMUNITY PANEL, NO. 48491C0150E, SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOOD PLAIN BOUNDARIES IN THIS AREA.
 3. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY AN INDIVIDUAL WELL.
 4. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ONSITE SEWAGE FACILITIES.
 5. ELECTRIC SERVICE PROVIDED BY BARTLETT ELECTRIC COOPERATIVE.
 6. 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.
 7. ALL PUBLIC UTILITY EASEMENTS ARE FOR UTILITY IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO ELECTRIC, TELEPHONE AND/OR CATV LINES AND APPURTENANCES.
 8. GRANITOR HEREBY AGREES TO DEDICATE TO THE PUBLIC A UTILITY EASEMENT AND/OR UTILITY RIGHT-OF-WAY ON THIS PLAT FOR UTILITY PURPOSES.
 9. UNLESS OTHERWISE NOTED, ALL CORNERS, ANGLES AND POINTS OF CURVATURE ARE MARKED WITH A SET 1/2" IRON ROD WITH A BLUE PLASTIC CAP.
 10. BASIS OF BEARING: WAS ESTABLISHED USING THE TRIMBLE VRS NETWORK, NAD 83 TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, 4203, US SURVEY FOOT, GRID.
 11. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
 12. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THE PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAN 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 WILL BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
 13. ALL PUBLIC ROADWAYS AND EASEMENTS SHOWN ON THE PLAT ARE FREE OF LIENS. REQUIRED RELEASE OF LIENS SHALL BE PROVIDED TO THE COMMISSIONERS' COURT.
 14. 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.
 15. ALL LOT OWNERS IN THIS SUBDIVISION WHOSE LOT IS SERVED BY A SEPTIC SYSTEM SHALL BE REQUIRED TO OBTAIN A PERMIT FROM THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT PRIOR TO CONSTRUCTION. THE SUBDIVISION DEVELOPER WILL BE HELD RESPONSIBLE TO NOTIFY BUILDERS AND LOT OWNERS OF THIS REQUIREMENT.
 16. NO LOT DEVELOPMENT IS PROPOSED WITH THIS PLAT.
 17. NO PORTION OF THIS TRACT IS LOCATED WITHIN EDWARDS AQUIFER CONTRIBUTING ZONE NOR THE RECHARGE ZONE.
 18. ONE-WAY "CIRCULAR" DRIVEWAYS SHALL BE PROHIBITED.
 19. THIS SUBDIVISION IS SUBJECT TO STORMWATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
 20. 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. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOOD PLAIN BOUNDARIES IN THIS AREA.
 21. 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 THE PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.

SCHEDULE B EVIDENCE OF MATTER:
10g. JARRELL-SCHWERTNER WATER SUPPLY CORPORATION EASEMENT AS DISCLOSED IN WARRANTY DEED RECORDED IN VOLUME 1804, PAGE 710, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



STATE OF TEXAS
COUNTY OF WILLIAMSON

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND

REGISTERED PROFESSIONAL LAND SURVEYOR DATE:
TRAVIS QUICKSALL, R.P.L.S.

LOT 1, BLOCK 1 11.930 ACRES

VIDAURE, DAVID & SARA
REMAINDER OF 20 ACRES
VOLUME 1310, PAGE 870
OFFICIAL PUBLIC RECORDS

HILL, MILBURN WAYNE
REMAINDER OF 10.00 ACRES
VOLUME 1804, PAGE 714
OFFICIAL PUBLIC RECORDS

Hill, Milburn Wayne
Remainder of 10.00 Acres
Volume 1804, Page 714
Official Public Records

VIDAURE, ERNEST & DONNA
CALLED 2 ACRES
VOLUME 1384, PAGE 293
OFFICIAL PUBLIC RECORDS

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

I, MILBURN WAYNE HILL, OWNER'S AGENT AND GENERAL PARTNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2007063885 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ALSO OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN VOLUME 1804, PAGE 714 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, 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 COOMBS SUBDIVISION.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS ____ DAY OF _____, 20__.

OWNER: MILBURN WAYNE HILL
OWNER'S AGENT/GENERAL PARTNER:
MR. MILBURN WAYNE HILL
1930 COUNTY ROAD 314
JARRELL, TX 76537

BEFORE ME, THE ABOVE AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THIS FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED. AND SEAL OF OFFICE THIS ____ DAY OF _____, 2018.

NOTARY PUBLIC
STATE OF TEXAS

BASED UPON THE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE STATE IS AFFIXED HERETO, AND AFTER REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND 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, PE, DR, CFM
COUNTY ENGINEER DATE

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE ____ DAY OF _____, 20__ A.D.

WILLIAMSON COUNTY ADDRESSING COORDINATOR

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

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

DATED THIS ____ DAY OF _____, 2018.

BY:
DAN A. GATTIS, COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS
STATE OF TEXAS
COUNTY OF WILLIAMSON KNOW ALL MEN BY THESE PRESENTS:

I, _____, COUNTY CLERK 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 _____, A.D. 2018, AT ____ O'CLOCK, ____ M AND DULY RECORDED THIS DAY OF _____, 2018, AD, AT ____ O'CLOCK ____ M, IN THE PLAT RECORDS OF SAID COUNTY.

TO CERTIFY WHICH, WITNESS MY HAND AND DEAL 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

OWNER/AGENT
MILBURN, WAYNE HILL
1930 CR 314
JARRELL, TEXAS, 76537
512-848-2233



FIRM NUMBER: 10194104
OFFICE: 3303 SHELL ROAD, SUITE 4, GEORGETOWN, TX, 78628 PHONE: 512-415-4950

DATE: MAY 14, 2018
JOB NO. 18-2096
SHEET 1 OF 1

Commissioners Court - Regular Session

17.

Meeting Date: 06/05/2018

Court on July 3rd

Submitted For: Dan Gattis

Submitted By: Wendy Coco, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on canceling Commissioners Court on Tuesday, July 3rd, 2018.

Background

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst. (Originator)

Form Started By: Wendy Coco

Final Approval Date: 05/30/2018

Reviewed By

Wendy Coco

Date

05/30/2018 09:58 AM

Started On: 05/30/2018 09:56 AM

Commissioners Court - Regular Session

18.

Meeting Date: 06/05/2018

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

Submitted For: Robert Daigh

Submitted By: Kelly Murphy, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Kelly Murphy

Final Approval Date: 05/24/2018

Reviewed By

Wendy Coco

Date

05/24/2018 09:08 AM

Started On: 05/23/2018 01:07 PM

Commissioners Court - Regular Session

19.

Meeting Date: 06/05/2018

1706-168 Inner Loop Improvements Change Order No. 2

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding Change Order No. 2 in the amount of \$37,681.73 for Inner Loop Improvements (Chasco Contractors), a Road Bond project in Commissioner Pct. 3. Project: P226. Funding Source: Road Bond

Background

This Change Order pays for various adjustments/additions of items of work on the project. Changes on the Central Maintenance portion include: excavation of unsuitable material encountered at subgrade and embanking quality material in its place, addition of level up asphalt on the existing pavement, reconstruction of the remaining portion of the County Annex parking lot, relocation of the existing force main outside the limits of the new parking lot, installation of conduit sleeves under the new parking lot for future irrigation, revision of the seed mixture to match the existing campus lawn and deletion of the pay item for 18" deep pavement repair. Changes on the WilCo Way portion of the project include: the overrun of excavation cost due to changes in the construction sequence requested by TCEQ and changes to the seed mixture.

Fiscal Impact

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

Attachments

1706-168 Inner Loop Improvements CO No. 2

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 05/29/2018

Reviewed By

Wendy Coco

Date

05/29/2018 11:50 AM

Started On: 05/24/2018 04:36 PM

RECEIVED
MAY 23 2018
BY: PSE

Received

Received

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 242018

MAY 22 2018

- 1. CONTRACTOR: Chasco Constructors HNTB Corporation
- 2. Change Order Work Limits: Sta. 91+30 to Sta. 183+14.86
Round Rock
- 3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)
- 4. Reasons: 3F, 2C, 2E (3 Max. - In order of importance - Primary first)

Project: 1706-168
 Roadway: Inner Loop
HNTB Corporation
Round Rock
 CSJ Number: _____

5. Describe the work being revised:

3F: County Convenience. Additional work desired by the County. This Change Order pays for various additional items of work on the Central Maintenance portion of the project that include: excavation of unsuitable material encountered at subgrade and embanking quality material in its place, level up asphalt on the existing pavement, reconstruction of the remaining portion of the County Annex parking lot, relocation of the existing force main outside the limits of new parking lots, installation of conduit sleeves under the new parking lot for future irrigation and a revised seed mixture to match the existing campus lawn. **2C: Differing Site Conditions. New development (conditions changing after PS&E completed).** Changes at the Wilco Way portion of the project include overrun in excavation cost due to change in the Construction Sequence requested by TCEQ and changes to the seed mixture. **2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditons (unforeseeable)(item 9).** Pay item for 18" deep pavement repair (351-6011) will be deleted. The item will not be used because the repair of failures in the existing pavement does not require it.

- 6. Work to be performed in accordance with Items: See attached
- 7. New or revised plan sheet(s) are attached and numbered: refer to redline plan sheets
- 8. New Special Provisions/Specifications to the contract are attached: 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><i>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.</i></p> <p>THE CONTRACTOR Date <u>5-21-18</u></p> <p>By <u>[Signature]</u></p> <p>Typed/Printed Name <u>BILL BAMBRIK</u></p> <p>Typed/Printed Title <u>SR. PM</u></p>	<p>The following information must be provided</p> <p>Time Ext. #: <u>N/A</u> Days added on this CO: <u>0</u></p> <p>Amount added by this change order: <u>\$37,681.73</u></p>
---	--

RECOMMENDED FOR EXECUTION:

[Signature] 5/22/18
 Project Manager Date

N/A
 Design Engineer Date

[Signature] 5/24/18
 Program Manager Date

Design Engineer's Seal:

See attached plan sheets

County Commissioner Precinct 1	Date
<input type="checkbox"/> APPROVED	<input type="checkbox"/> REQUEST APPROVAL
County Commissioner Precinct 2	Date
<input type="checkbox"/> APPROVED	<input type="checkbox"/> REQUEST APPROVAL
County Commissioner Precinct 3	Date
<input type="checkbox"/> APPROVED	<input type="checkbox"/> REQUEST APPROVAL
County Commissioner Precinct 4	Date
<input type="checkbox"/> APPROVED	<input type="checkbox"/> REQUEST APPROVAL
County Judge	Date
<input type="checkbox"/> APPROVED	

CHANGE ORDER REASON(S) CODE CHART

<p>1. Design Error or Omission</p>	<p>1A. Incorrect PS&E 1B. Other</p>
<p>2. Differing Site Conditions (unforeseeable)</p>	<p>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</p>
<p>3. County Convenience</p>	<p>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</p>
<p>4. Third Party Accommodation</p>	<p>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</p>
<p>5. Contractor Convenience</p>	<p>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</p>
<p>6. Untimely ROW/Utilities</p>	<p>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</p>

Williamson County Road Bond Program

Inner Loop Improvements Williamson County Project No. 1706-168

Change Order No. 2

Reason for Change

This Change Order pays for various adjustments/addition of items of work on the project. Changes on the Central Maintenance portion of the project include: excavation of unsuitable material encountered at subgrade and embanking quality material in its place, addition of level up asphalt on the existing pavement, reconstruction of the remaining portion of the County Annex parking lot, relocation of the existing force main outside the limits of the new parking lots, installation of conduit sleeves under the new parking lot for future irrigation, revision of the seed mixture to match the existing campus lawn and deletion of the pay item for 18" deep pavement repair. Changes on the Wilco Way portion of the project include the overrun of excavation cost due to changes in the construction sequence requested by TCEQ and changes to the seed mixture.

Unsuitable material was encountered at subgrade in the County annex parking lot and in various locations under the roadway widening. The unsuitable material was removed to a depth of 1 foot and replaced with good material to improve the quality of the subgrade. Level up hot mix was added to the project to correct the cross slope of the existing pavement to match the cross slope of the proposed roadway widening. The reconstruction of the remaining portion of the County Annex parking lot was added to the project because of extensive deterioration of the existing pavement. This added quantity for removal and replacement of the existing asphalt parking lot and adjacent valley curb. Seed items were revised to match the existing grass at the County facility campuses. The 5" deep pavement repair item was overrun to make repairs in the existing pavement. The 18" deep pavement repair item was deleted because the failures in the existing pavement did not require it. The existing force main located under the limits of the new parking lot was in conflict with the required excavation and was relocated. The installation of the new force main will allow the old force main to be abandoned. Additional 6" PVC conduit sleeves were added for future use.

The TCEQ permit required the Detention Pond be in service prior to work on the WilCo Way roadway construction, which resulted in the Contractor having to stockpile pond excavation and then re-handle material for subgrade preparation. The seed mixture on the WilCo Way portion was changed to match existing ground cover.

The following summarizes the new Contract item required for this Change Order. The unit rate submitted by the Contractor is consistent with the County and TxDOT average low bid unit price.

ITEM	DESCRIPTION	QTY	UNIT
164-WC05A	Seeding for Erosion Control (Ty 5) Modified	51,516.00	SY
169-WC01	Soil Retention Blanket (Flexterra)	51,516.00	SY
999-WC04	Force Main: Cut and Connect	2.00	EA
999-WC05	Force Main: 2" Conduit PVC install	420.00	LF
999-WC06	Force Main: Survey Layout	1.00	LS
999-WC07	Force Main: Contractor Bond	1.00	LS
999-WC08	Force Main: Abandoned/Remove	1.00	LS
999-WC09	Conduit for Sleeves (2 x 6")(PVC)(SCH 40)	200.00	LF
999-WC09A	Survey layout and bond for sleeves	1.00	LS

This Change Order results in a net increase of \$37,681.73 to the Contract amount, for an adjusted Contract total of \$5,396,428.13. The original Contract amount was \$5,352,696.00. As a result of this and all Change Orders to-date, \$43,732.13 has been added to the Contract, resulting in a 0.82% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

James Klotz, P.E.

PROJECT: 1706-168 INNER LOOP - FORCE MAIN

BIDDER: CHASCO CONSTRUCTORS

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	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
1	CUT AND TIE IN AT FORCE MAIN	2	EA	\$1,000.00	\$ 2,000.00 ✓
2	NEW 2" PVC FORCE MAIN	420	LF	\$25.00	\$ 10,500.00 ✓
3	ABANDON/REMOVE EXISTING FORCE MAIN IN CONFLICT WITH EXCAVATION	1	LS	\$660.00	\$ 660.00 ✓
4	LAYOUT	1	LS	\$815.00	\$ 815.00 ✓
5	TOPSOIL & REVEG.	1	LS	\$1,050.00	\$ 1,050.00 ✓
6	P&P BOND	1	LS	\$263.00	\$ 263.00 ✓
					\$ 15,288.00

14236.00

EXCLUSIONS

- 1 Location of existing utilities
- 2 Repair, relocate, adjustments to existing utilities including phone, fiber, gas, etc.
- 3 Repair, relocate, adjustments to landscaping & irrigation
- 4 Removal of existing forcemain outside of new pavements

→ TOPSOIL AND REVEGETATION WILL BE PAID USING EXISTING BID ITEMS INSTEAD OF THIS SEPARATE ITEM.

REFER TO ATTACHED REDLINE PLAN SHEETS FOR LOCATION.

PROJECT: 1706-168 INNER LOOP - 6" SLEEVES- REV

BIDDER:

CHASCO CONSTRUCTORS

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	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
1	2-6" SCH 40 SLEEVES W/RISERS (THREE LOCATIONS) <i>FOUR</i>	160 <i>200</i>	LF	\$70.00	\$ 11,200.00
2	LAYOUT	1	LS	\$250.00	\$ 250.00
3	TRENCH SAFETY	160	LF	\$2.50	\$ 400.00
4	P&P BOND	1	LS	\$105.00	\$ 105.00
					\$ 11,955.00

14000.00
355.00
14355.00

Refer to attached redline plan sheets for location

ROADWAY SPECIALTIES, INC.

P. O. Box 90309

Austin, TX 78709

PHONE (512) 280-6666

FAX (512) 280-6066

Invoice Date: 4/30/2018
 Invoice No: 041850
 Estimate No: 1
 Dates: Thru 4/25/2018
 RSI Job No: 5572
 Chasco Construc

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

OWNER: WILLIAMSON COUNTY
PROJECT: INNER LOOP IMPROVEMENTS
 INFO:

PHONE: (512) 244-0600
 FAX: (512) 244-0489

Item Description	Unit Meas	Original Contract Quantity	Unit Price	Original Contract Amount	Change Order Quantity	Change Order Amount	Previous Estimate Quantity	This Estimate Quantity	Amount This Period	Total To Date Quantity	Total To Date Amount
DELETE THESE ITEMS											
Seeding (Temp)(Cool)(Ty 4)	SY	0.00	0.16	0.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Seeding (Perm)(Warm)(Ty 5)	SY	0.00	0.21	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Seeding (Temp & Perm)(Ty 7)	SY	0.00	0.54	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Seeding (Temp)(Warm)(Ty 10)	SY	0.00	0.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Fertilizer 13-13-13	TON	0.00	770.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Soil Retention Blanket (CI-1)(Ty-A)	SY	0.00	1.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVISION 2 (3-23-18)											
HYDROMULCH TABLE 5 W/HULLED BERMUDA	SY	61,085.00	0.29	17,714.65	0.00	0.00	0.00	15,700.00	4,553.00	15,700.00	4,553.00
FLEXTERRA	SY	61,085.00	0.98	59,863.30	0.00	0.00	0.00	15,700.00	15,386.00	15,700.00	15,386.00
FERTILIZER	TON	3.40	770.00	2,618.00	0.00	0.00	0.00	0.88	677.60	0.88	677.60
Totals				80,195.95		0.00			20,616.60		20,616.60

Please remit payment to:

Roadway Specialties, Inc
 P. O. Box 90309
 Austin, TX 78709

Please include RSI invoice # on payment.

Project to Date

Current Month

Total To Date	\$20,616.60	Current Billing	\$20,616.60
Less Retainage	\$0.00	Current Retainage	\$0.00
Less Previous Invoices	\$0.00	Current Deducts	
Amount Due This Estimate	\$20,616.60	Current Amount Due	\$20,616.60

$.29 \times 1.05 = 0.3045 = 0.30 / \text{sy}$

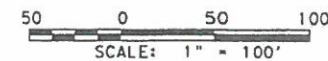
$.98 \times 1.05 = 1.029 = 1.03 / \text{sy}$

Prime Contractor Mark = 5%

10:22:47 AM

6/26/2017

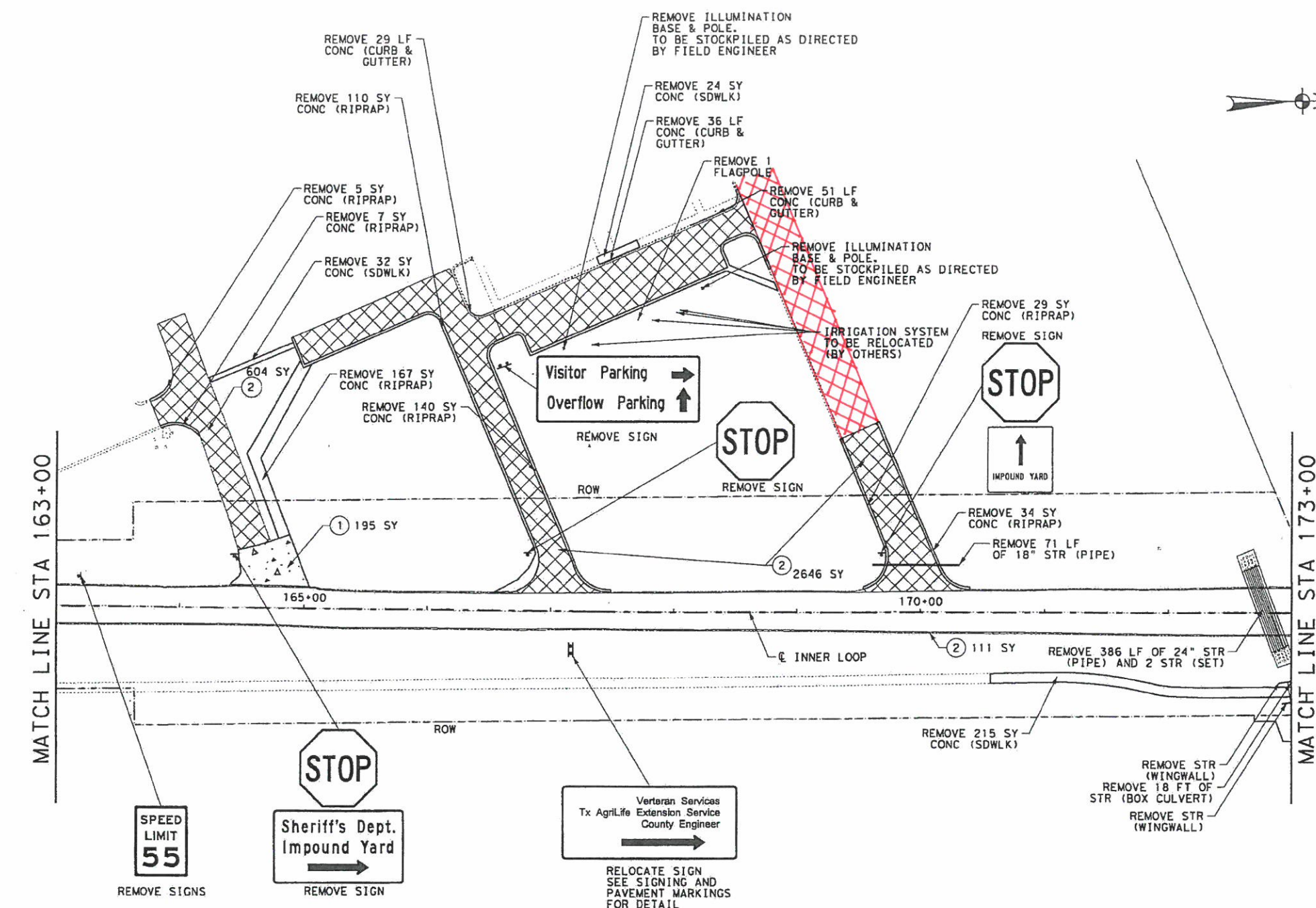
cwm



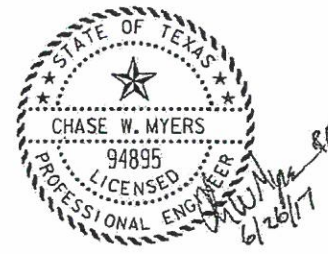
LEGEND

- ① REMOVE CONC (PVMT)
- ② REMOVE ASPH PAV

104-6022 REMOVE CONC (CURB & GUTTER) ADD 89.00 SY
 105-6036 REMOVE STAB BASE & ASPH PAV (15"-20") ADD 860.00 SY



- NOTES:
- EXISTING SIGNS CONSIDERED ESSENTIAL, BUT ARE SHOWN TO BE REMOVED SHALL BE PLACED ON TEMPORARY SUPPORTS UNTIL NEW SIGNS ARE INSTALLED. SUBSIDIARY TO OTHER REMOVAL ITEMS.
 - REMOVAL OF STR (WINGWALL), (HEADWALL) AND (SET) ARE CONSIDERED SUBSIDIARY TO REMOVAL OF STR (PIPE) AND/OR REMOVAL OF STR (BOX CULVERT).
 - REMOVAL OF EXISTING BASE AND ASPHALT PAVEMENT STRUCTURE IS SUBSIDIARY TO ITEM 100 - PREPARING ROW.



SUMMARY OF REMOVAL QUANTITIES - TABLE IS FOR CONTRACTORS INFORMATION ONLY. SEE SUMMARY SHEET FOR REMOVAL TABLE

104 6009	104 6015	104 6017	104 6022	105 6036	496 6004	496 6005	496 6007	496 6008	644 6076	496 6045	610 6007
REMOVING CONC (RIPRAP)	REMOVING CONC (SIDEWALKS)	REMOVING CONC (DRIVEWAYS)	REMOVING CONC (CURB AND GUTTER)	REMOVING STAB BASE & ASPH PAV (15"-20")	REMOV STR (SET)	REMOV STR (WINGWALL)	REMOV STR (PIPE)	REMOV STR (BOX CULVERT)	REMOVE SM RD SN SUP&AM	REMOV STR (FLAG POLE)	REMOVE RD IL ASM (SHOE-BASE)
SY	SY	SY	LF	SY	EA	EA	LF	LF	LF	EA	EA
492	271	195	116	*3361	2 *	2 *	457	18	5	1	2

* FOR CONTRACTORS INFORMATION ONLY

BRIDGEFARMER & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 TBPE REGISTRATION NO. 264

GEORGETOWN INNER LOOP @ CENTRAL MAINTENANCE FACILITY

REMOVAL PLAN

SCALE: 1" = 100' SHEET 2 OF 3

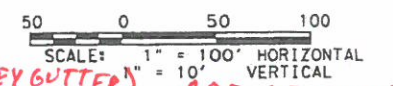
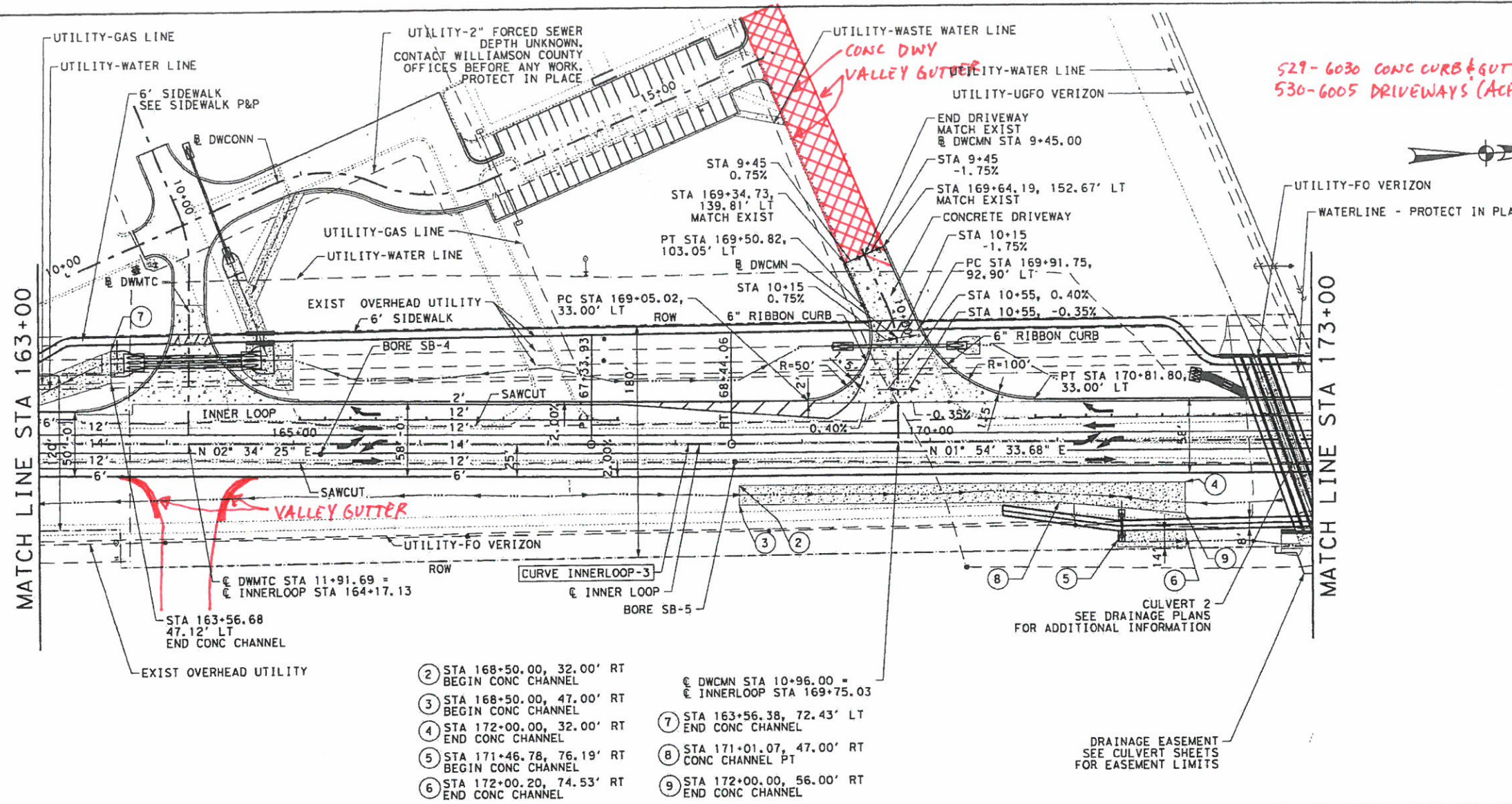
DESIGN KA	GRAPHICS AKH	CHECK CWM	CHECK WD	SHEET NO. 82
--------------	-----------------	--------------	-------------	-----------------

S:\16301\gdgn\sheet\03\removal\16301-rm-02.dgn

6/26/2017 10:22:53 AM

cwm

s:\16301\04ar\04ar\04ar\04ar\16301-rd-pp-02.dgn



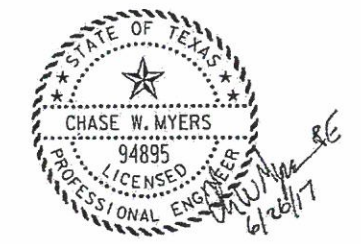
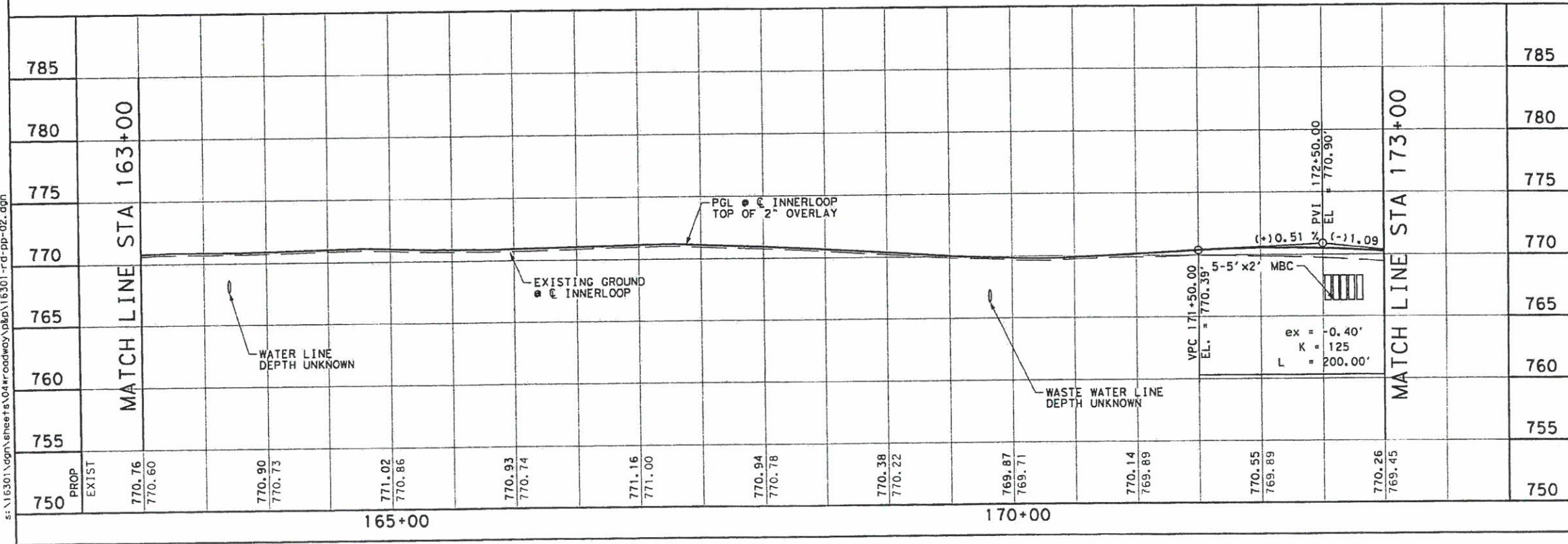
529-6030 CONC CURB & GUTTER (VALLEY GUTTER) ADD 860.00 SY
 530-6005 DRIVEWAYS (ACP) ADD 470.00 LF

LEGEND

- DIRECTION ARROWS
- RIGHT OF WAY (ROW)
- CONCRETE

- NOTES:**
- ALL DIMENSIONS ARE TO LANE LINE OR EOP, UNLESS NOTED OTHERWISE.
 - REFER TO PROFILE FOR SUPER ELEVATION INFORMATION. ALL SUPER ELEVATION TRANSITIONS ARE PARABOLIC. SUPER ELEVATION IS BASED ON 4.0% MAX.
 - REFER TO "HORIZONTAL ALIGNMENT DATA" SHEET FOR HORIZONTAL ALIGNMENT INFORMATION.
 - REFER TO "DRIVEWAY LAYOUT" SHEETS FOR DRIVEWAY AND MINOR SIDE STREET DESIGN INFORMATION.
 - REFER TO "DRAINAGE" SHEETS FOR CULVERT AND DRAINAGE INFORMATION.
 - REFER TO "SIDEWALK P&P" SHEETS FOR SIDEWALK DESIGN INFORMATION.

- ② STA 168+50.00, 32.00' RT BEGIN CONC CHANNEL
- ③ STA 168+50.00, 47.00' RT BEGIN CONC CHANNEL
- ④ STA 172+00.00, 32.00' RT END CONC CHANNEL
- ⑤ STA 171+46.78, 76.19' RT BEGIN CONC CHANNEL
- ⑥ STA 172+00.20, 74.53' RT END CONC CHANNEL
- ⑦ STA 163+56.38, 72.43' LT END CONC CHANNEL
- ⑧ STA 171+01.07, 47.00' RT CONC CHANNEL PT
- ⑨ STA 172+00.00, 56.00' RT END CONC CHANNEL



BRIDGEFARMER & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 TBPE REGISTRATION NO. 264

**GEORGETOWN INNER LOOP
 CENTRAL MAINTENANCE FACILITY
 ROADWAY
 PLAN & PROFILE**

SCALE: 1" = 100' HORIZONTAL
 1" = 10' VERTICAL

SHEET 2 OF 3

DESIGN KA	GRAPHICS AKH	CHECK CWM	CHECK WD	SHEET NO. 89
--------------	-----------------	--------------	-------------	-----------------

Commissioners Court - Regular Session

20.

Meeting Date: 06/05/2018

WCCHD Remodel P322; Change Order #25

Submitted By: Gina Wrehsnig, Infrastructure

Department: Infrastructure

Division: Building Maintenance

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the Texas Avenue Remodel Project, Change Order # 25 from Trimbuilt Construction, Inc., in the amount of \$94,581.95 for exterior improvements, including waterproofing, joint sealant at all exterior wall joints, window sealant and re-coating of all exterior walls with fiber reinforced, elastomeric acrylic wall coating. This change order is being funded out of the Owners Contingency.

Background

This change order is being funded out of remaining project Owners Contingency funds. Re-coating the exterior of the building is necessary due to failing joint sealant at all siding and window joints. This scope of work was delayed until all other unknowns were funded during the regular project schedule.

Fiscal Impact

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

Attachments

[WCCHD Change Order 25](#)

[WCCHD CO25 Funds](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 05/31/2018

Reviewed By

Wendy Coco

Date

05/31/2018 10:16 AM

Started On: 05/31/2018 08:14 AM



Trimbuilt Construction, Inc.
On time. Every time.

P. O. Box 80169
Austin, TX 78708-0169
(512) 832-1979

Change Request

To: Williamson County
710 Main St.
Georgetown, TX 78626

Number: 25
Date: 5/22/2018
Project: Wilco WCCHD Office Renovations
Job #: 6148E

PH: (512) 943-1599 Fax: (512) 930-3313

Description: Exterior Renovations

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

Exterior improvements based upon the report compiled by Hollan+Cannon Group on March 13, 2018 with further instruction and coordination with the project architect.

Waterproofing contractor to cut out and remove existing joint sealant from exterior window frames. Prep and install Dow Corning 795 silicone joint sealant with backer rod at perimeter of exterior window frames to cement siding. Open and clog existing window frame weep holes. Wet seal the exterior window frames to glass (over existing gaskets) and at metal frame butt joints with Dow Corning 795 silicone sealant. Install 26 gauge pipe flashing covers at 5 locations where condensate lines enter the exterior of the building.

Remove plants and other debris from the exterior walls. Replace broken wood trim pieces at entry columns.

Treat nails that are backing out of the existing siding. Replace those that have backed out with oversized screws. For nails that have come loose but would cause more damage to dig out, hammer them back into place.

Use Tremco Dymonic 100 joint sealant in lieu of standard caulk to seal larger cracks and joints on the exterior façade. Apply Tremgard HB fiber reinforced elastomeric wall coating to the exterior of the building. Includes painting the gutters and downspouts to match.

All lifts and equipment are included. Work is figured as regular business hours except paint which will be done after hours to avoid overspray on cars. Sections of the parking next to the building are to be blocked off while work is being done and must be avoided by non-construction personnel for safety. Only work stated in this proposal is included. As stated by the water proofing consultant's report, we cannot guarantee this will solve the building's current water infiltration issues and this work as applied to the existing exterior will result in continued maintenance at the building owner's responsibility. Material and mobilization is currently 3-4 weeks upon final approval of this proposal. Expected project duration is 4 weeks without weather of unforeseen delays.

Description:	Price
Drywall Acoustical Demo	3,300.00
Painting	50,758.00
Final Cleanup	750.00
Trash Dumpster	510.00
Landscaping Irrigation	1,400.00
General Cleaning	400.00
Supervision	3,600.00
Project Management	2,400.00
waterproofing	22,104.00
Temporary Facilities	140.00
Insurance	621.59
Profit / Fee	8,598.36
Total:	94,581.95



Trimbuilt Construction, Inc.
On time. Every time.

P. O. Box 80169
Austin, TX 78708-0169
(512) 832-1979

Change Request

To: Williamson County
710 Main St.
Georgetown, TX 78626

Number: 25
Date: 5/22/2018
Project: Wilco WCCHD Office Renovations
Job #: 6148E

PH: (512) 943-1599 Fax: (512) 930-3313

Description: Exterior Renovations

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

Exterior improvements based upon the report compiled by Hollan+Cannon Group on March 13, 2018 with further instruction and coordination with the project architect.

Waterproofing contractor to cut out and remove existing joint sealant from exterior window frames. Prep and install Dow Corning 795 silicone joint sealant with backer rod at perimeter of exterior window frames to cement siding. Open and clogged existing window frame weep holes. Wet seal the exterior window frames to glass (over existing gaskets) and at metal frame butt joints with Dow Corning 795 silicone sealant. Install 26 gauge pipe flashing covers at 5 locations where condensate lines enter the exterior of the building.

Remove plants and other debris from the exterior walls. Replace broken wood trim pieces at entry columns.

Treat nails that are backing out of the existing siding. Replace those that have backed out with oversized screws. For nails that have come loose but would cause more damage to dig out, hammer them back into place.

Use Tremco Dymonic 100 joint sealant in lieu of standard caulk to seal larger cracks and joints on the exterior façade. Apply Tremgard HB fiber reinforced elastomeric wall coating to the exterior of the building. Includes painting the gutters and downspouts to match.

All lifts and equipment are included. Work is figured as regular business hours except paint which will be done after hours to avoid overspray on cars. Sections of the parking next to the building are to be blocked off while work is being done and must be avoided by non-construction personnel for safety. Only work stated in this proposal is included. As stated by the water proofing consultant's report, we cannot guarantee this will solve the building's current water infiltration issues and this work as applied to the existing exterior will result in continued maintenance at the building owner's responsibility. Material and mobilization is currently 3-4 weeks upon final approval of this proposal. Expected project duration is 4 weeks without weather or unforeseen delays.

Description:	Price
--------------	-------

If you have any questions, please contact me at 512-832-1979.

Submitted by:
Trimbuilt Construction, Inc.

Approved By: _____

cc:

Date: _____

Kinseal, Inc.

Waterproofing / Joint Sealants / Firestopping

5/9/18

Re: Williamson County Health Dept. - 355 Texas Ave. Round Rock, Tx * Revised*

Kinseal, Inc. shall provide all labor, materials, tools, equipment, and insurance to complete the scope of work outlined below. Any alterations or deviations from the outlined scope of work involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate.

Scope of Work:

1. **Cut out and remove existing joint sealant from perimeters of exterior window frames to existing painted cement siding.**
2. **Install Dow Corning P Primer to cement siding to promote sealant adhesion at rough opening edge.**
3. **Install Dow Corning 795 a silicone joint sealant along with a closed cell soft type backer rod at perimeter of exterior window frames to cement siding.**
4. **Install Dow Corning 795 a silicone joint sealant as a wet seal from exterior window frames to glass and at metal to metal butt joints in aluminum window frames.**
5. **Install 26 gauge galvanized pipe flashing covers at 5 locations on exterior of building.**

This proposal includes the rental of a 40' aerial boom lift. Exterior side of windows only.

For The Amount Of: \$22,104.00 Taxes not included
Proposal valid for 30 days

The above price does not include:

1. Tax
2. Overtime or after hours.
3. Sealants at siding joints, existing building sealants, interior sealants, penetrations, site sealants, sealants at louvers or hollow metal door frames and any sealant associated with the roof or roof flashing system.
4. Siding repair.
5. Paint removal if needed for sealant adhesion.
6. Any and all work not specified above.

If you have any questions regarding the above pricing, please contact me at Cell 512-844-6233

Sincerely


Rene Moreno

ACCEPTANCE OF PROPOSAL: THE ABOVE PRICES, SPECIFICATIONS ARE SATISFACTORY AND ARE ACCEPTED. YOU ARE AUTHORIZED TO DO WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

P.O. Box 1430 / Pflugerville, Texas 78691 / Ph: (512)252-8461 / Fax: (512)252-9080



Change Order
Wilco
6148E

Date 5/15/18

To: Michael H

Amount

Nail in all loose nails (replace some with screws)	\$
Lift for 1 week	\$
Repair Hardie trim if I can match it	\$
Regular hours	\$
No caulking or paint	\$
	\$
	\$
	\$
	\$
TOTAL	\$ 3,300.00

If you have any questions, please contact me at (512) 832-1979.

Submitted by:
Trimbuilt Construction, Inc.

Quote expires in 90 days if not accepted, and is subject to escalation rates based on commencement date of project



May 16, 2018

re: Wilco WCCHD Exterior Paint

Job Duration: 2 Week

Proposal: Exterior Painting Services

Exterior finish paint
One coat
Regular time
Material and labor
After hours
Boom lift rental cost
Masking windows and doors to protect from overspray
Car covers to protect from overspray
TremGard HB *Fiber Reinforced, Elastomeric, Acrylic Wall Coating One coat*
Refinishing the cracks throughout the entire building
Dymonic 100 Polyurethane joint sealant

Material lead time: 3 weeks for the TremGard HB

TOTAL COST: \$50,758

INCLUSION NOTES AND CLAIRIFICATIONS:

- **Supervision, Project Management, Administration**
- **Scheduling**
- **Clean Up (to onsite dumpster provided by others)**
- **Insurance**

EXCLUSIONS NOTES (but not limited to):

- **Items NOT mentioned above are NOT included in this proposal.**
- **Painting above ACT, Two coats of TremGard HB**
- **Any Work Outside the Work Area**
- **Prevailing wages, taxes**
- **Door Frames, stucco repair or patching, metal and steel repairs**
- **Specifically Exclude:**
Power, Water, Port-a-John, Dumpster, Permits, Painting or Stenciling of Labels
Patching and Painting Behind Other Trades, Premium Time or Overtime.

Exterior Wall Assessment for
355 Texas Ave.
Round Rock, Texas

1.0 - PROCEDURES

On March 13, 2018, Hollon+Cannon Group personnel conducted a visual survey of the site. The following tasks were performed.

- Exterior walls and fenestrations were assessed with existing conditions verified and features recorded.
- Field notes were developed from visual observations.
- Photographs were taken of each wall-related feature.

2.0- OBSERVATIONS

Wall Area Square Footages:

North Elevation	=	3,012	sf
South Elevation	=	2,980	sf
East Elevation	=	2,980	sf
West Elevation	=	3,012	sf
Total	=	11,984	sf

Warranty Information:

None

Exterior Wall Sheathing:

1. Exterior wall surfacing is comprised of cementitious siding over reported gypsum wall board and wood framed wall construction. The existence of a weather barrier behind the cementitious siding was not verified.
 - a. Sheathing is butted to adjacent boards with trim flashing at the head and bottom of each panel.
 - b. Sheathing was observed with numerous cracks and open joints.
 - c. Various sheathing boards were observed damaged with corners missing
 - d. Sheathing is face nailed into wall framing behind. Nail heads were originally covered with plaster. Fasteners were observed backing out and proud of exterior sheathing at numerous locations. Plaster covering nail head has deteriorated at numerous locations exposing nail head.
2. Existing vegetation was observed protruding from various locations through the building. Growth no longer appears active. It is expected the growth is wide-spread behind the panel at numerous locations. Growth of this type compromises the weather barrier system.

Exterior Wall Recommendations:

Existing building construction type does not lend itself to the installation of cementitious siding with butt joints. Building movement has resulted in open siding joints and various levels of damaged panels.

Option 1:

Remove existing siding system to existing gypsum sheathing. Install a weather barrier, furring strips, and new siding system with lap or batten style joints. Numerous designs are available. Cost is highly dependent on the design of siding system.

Option 2:

Restoration of the existing siding will result in continued maintenance for the Owner but is a viable solution to limit water intrusion through the exterior wall assembly. Due to the existing construction it is anticipated that the current issues observed will continue to proliferate through the system as the building continues to move and age. Option 2 consists of replacement of damaged siding panels (panels where cracking or fracturing has isolated a portion of the panel from the main body / attachment points). Removal of all loose material / plaster. Proper surface preparation. Application of new sealant at joints / panel terminations. Application of breathable, reinforced wall coating (an example of acceptable product is attached to this report).

Coating will bridge minor cracking and accommodate minimal movement in the substrate, but it is expected board joints will continue to be an issue. Owner may consider additional protection at board to board joints in the form of an extruded silicone bridge (an example of acceptable product is attached to this report). The attached product will accommodate movement at joints and remain watertight long-term.

Exterior Wall Penetration:

1. Various recent penetrations through the exterior wall were observed associated with new mechanical up-grades and exterior unit replacement / installation. Insulated lines were observed entering the exterior wall assembly at numerous locations. Penetrations were observed sealed with expanding foam.

Exterior Wall Penetration Recommendations:

It is recommended to provide an additional sheet metal hood above each penetration location to limit exposure of penetration to wind blown rain and drainage sheeting down the wall surface. A detail of the recommended hood is attached to this report for your reference.

Windows:

1. Windows observed on-site consist of punched opening aluminum framed units with internal drainage design. Numerous previous repair attempts were observed and various windows. Multiple types of sealant were employed during the various repair attempts.
2. Previous sealant repair attempts have resulted in the blockage of the weep system at the base of multiple window units.
3. Windows appear to have been installed with the use of a sill flashing below the window unit. The use of sill flashing is highly recommended, but it appears the pan was damaged at multiple locations during the installation of the window unit. The pans were observed deformed and punctured at various locations where the window unit was set in the pan and slid into place.
4. Window glazing to frame connection was originally sealed with the use of neoprene gaskets. Gaskets were either not installed properly or have shrank as they aged. Gaps at corner connections were observed at majority of windows. Gaps may allow excess water into the window unit and overwhelm the weep system.
5. Multiple window units are missing mullion caps resulting in large voids and potential entry points for water into the window system.

Window Recommendations:

1. Remove sealant blocking window weep systems.
2. Repair window sill flashings.
3. Replace window gasketing. Option to wet glaze all windows.
4. Provide missing window frame components.

Recommendation Summary / Estimates:

Estimates are based visual information and past projects of similar scope. Owner is recommended to consult a Contractor for final budgeting.

Replace Exterior Wall Sheathing	12,000	sf	\$10.00	sf	\$ 120,000.00
Exterior Wall Restoration	12,000	sf	\$5.50	sf	\$ 66,000.00
Silicon bridge at siding joints	2,974	lf	\$2.50	lf	\$ 7,435.00
Hoods at insulated lines	5	ea	\$150.00	ea	\$ 750.00
Remove sealant blocking window weep systems			\$700.00	Lump sum	\$ 700.00
Repair window sill flashing			\$1,000.00	Lump sum	\$ 1,000.00
Replace window gaskets	870	lf	\$2.00	lf	\$ 1,740.00
Wet seal windows (Options)	1,000	lf	\$2.50	lf	\$ 2,500.00

PHOTOS ATTACHED



Photo No. 1
Example of damaged siding.

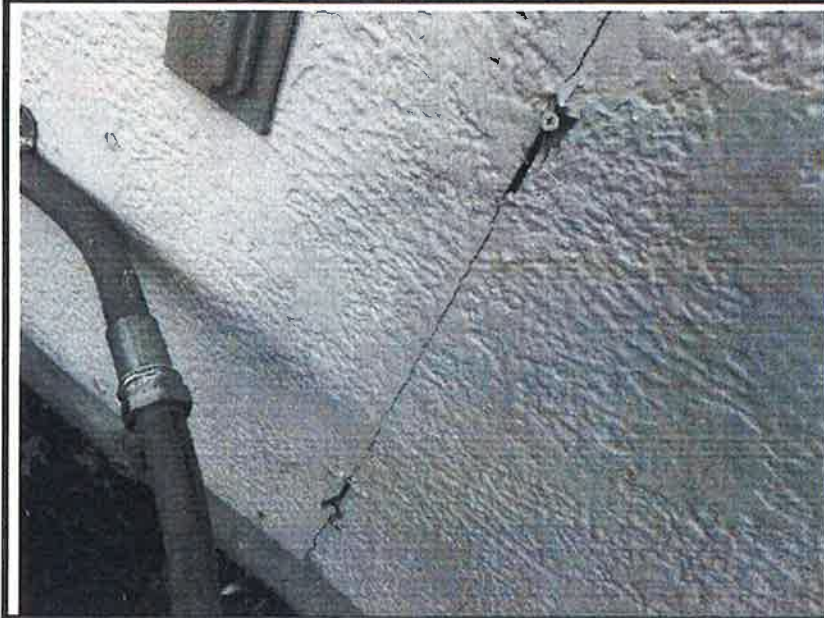


Photo No. 2
Example of damaged siding.



Photo No. 3
Example of open siding joint between panels
Example of cracked panels

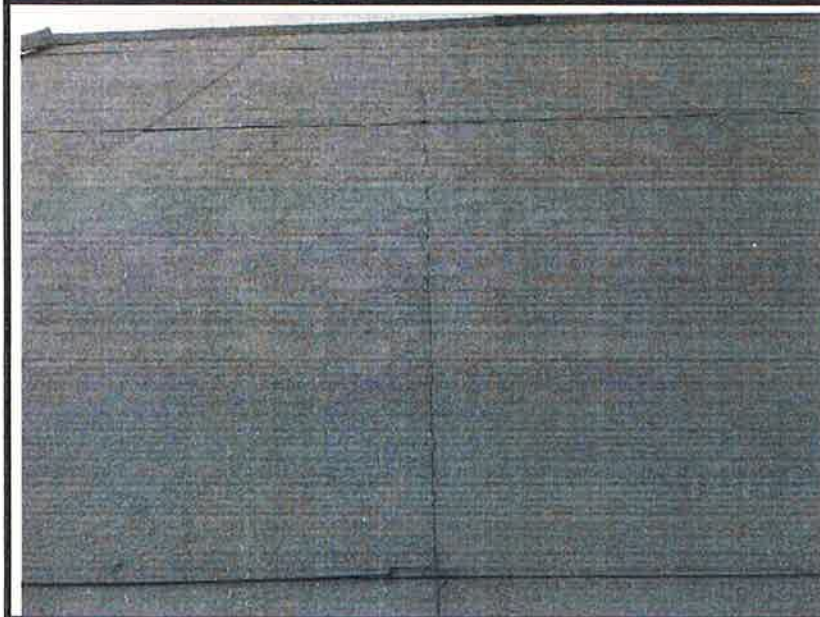


Photo No. 4
Example of open siding joint between panels

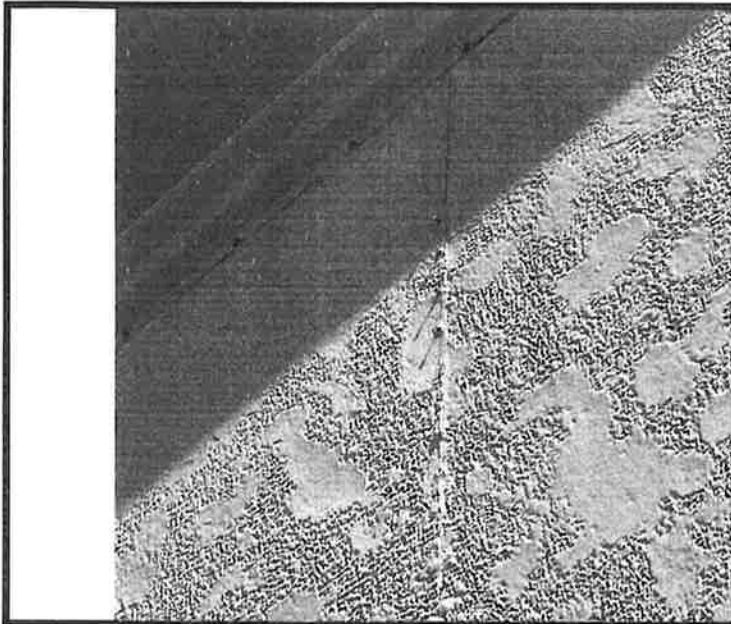


Photo No. 5
Example of fasteners backing out of siding

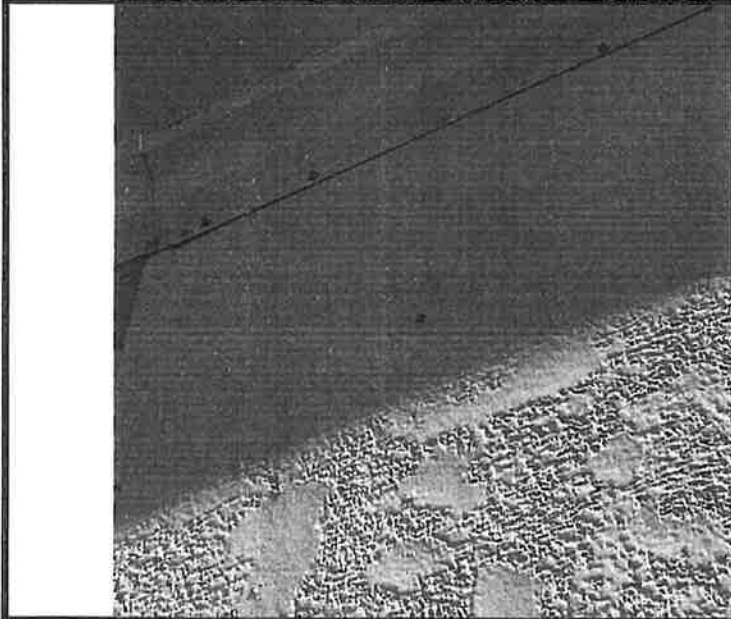


Photo No. 6
Example of fasteners backing out of siding

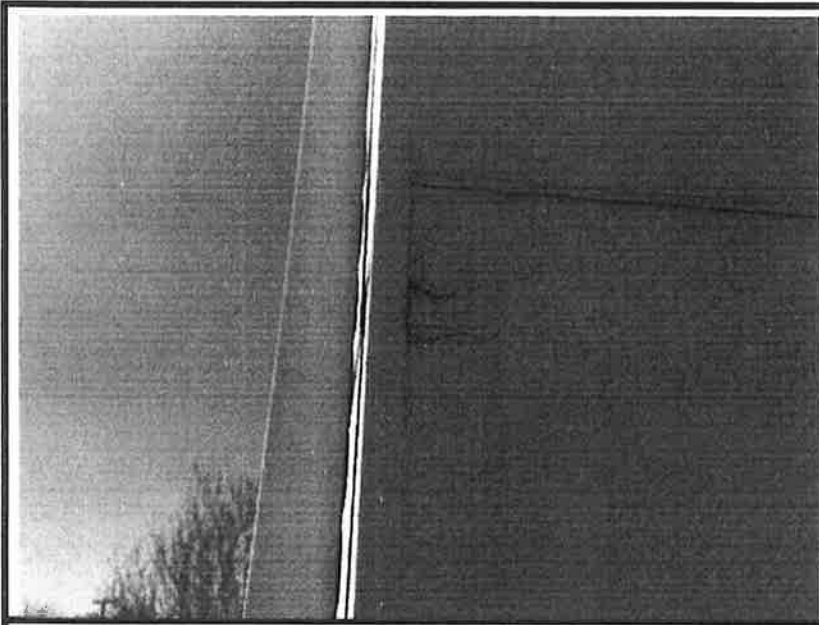


Photo No. 7
Example of organic growth behind panels

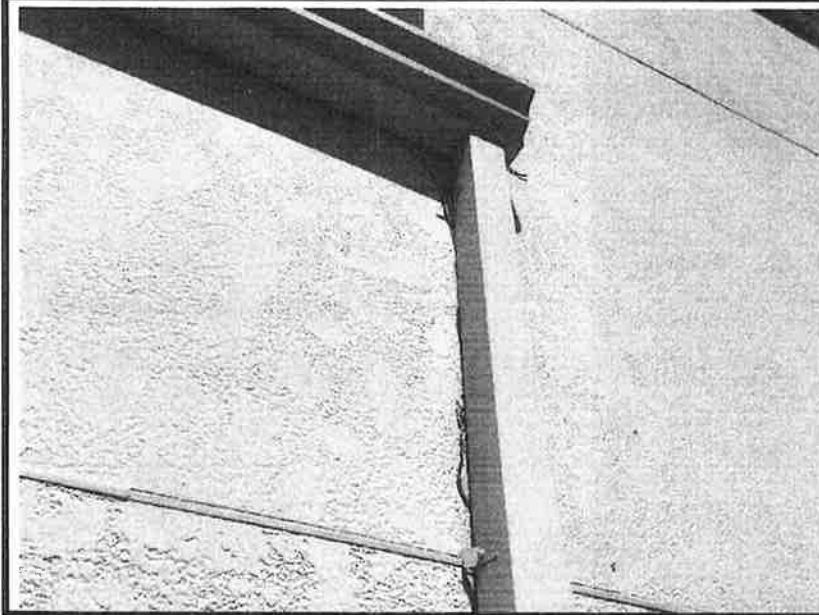


Photo No. 8
Example of organic growth behind panels

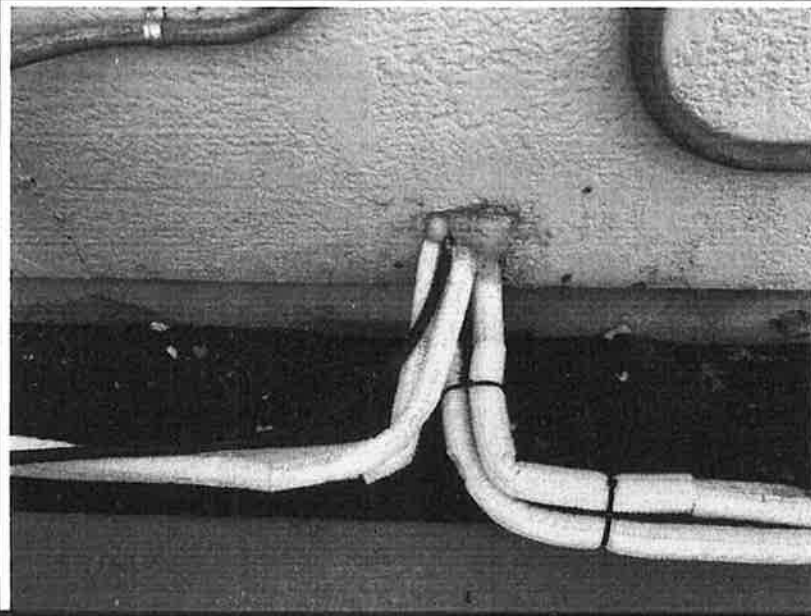


Photo No. 9
Example insulated lines penetrating wall surface

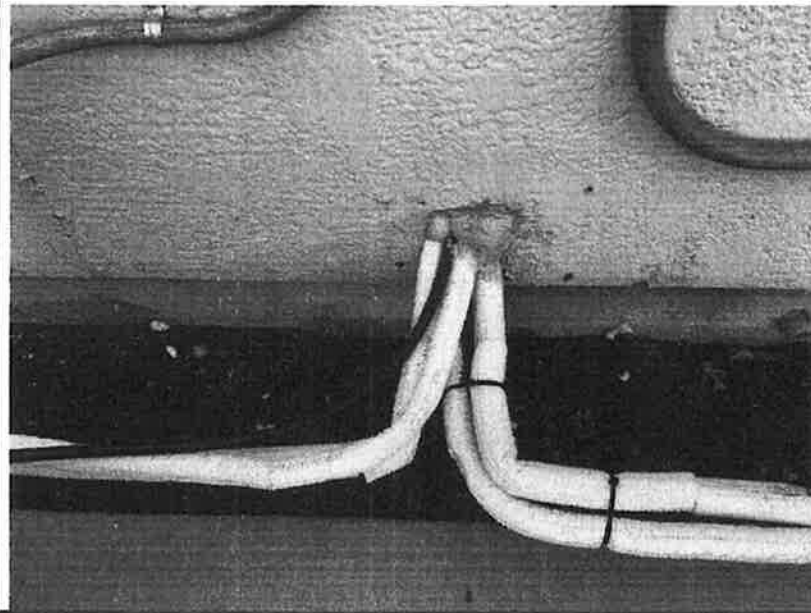


Photo No. 10
Example insulated lines penetrating wall surface

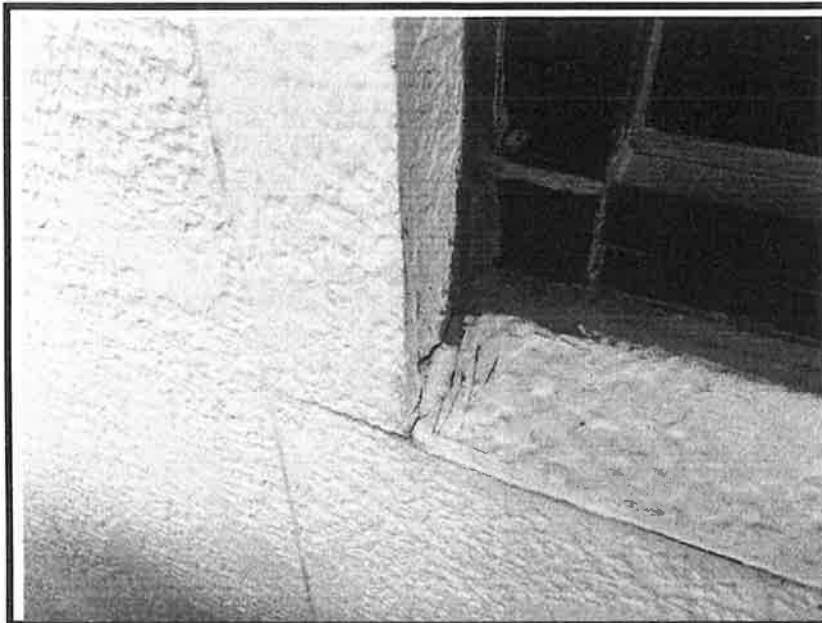


Photo No. 11
Example multiple sealant repairs at window. Sealant is blocking weep system of window unit

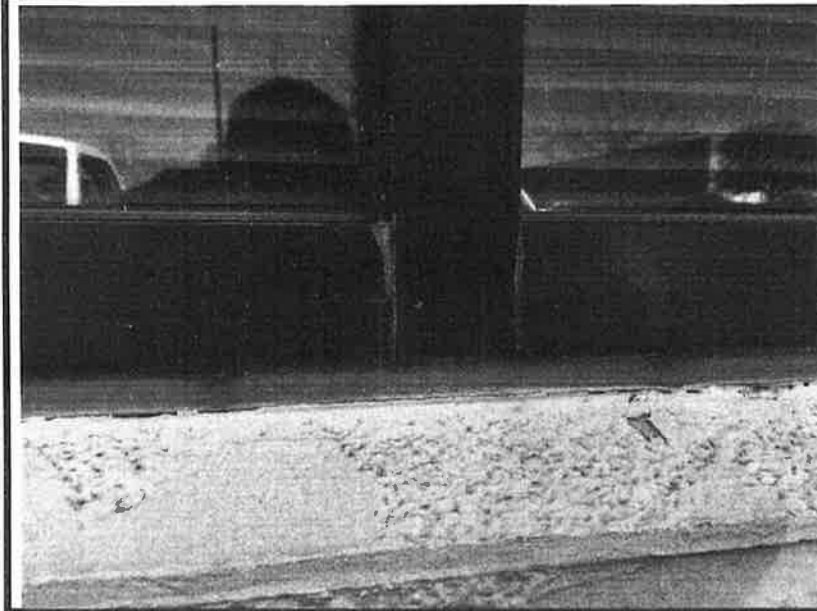


Photo No. 12
Example damaged window sill flashing

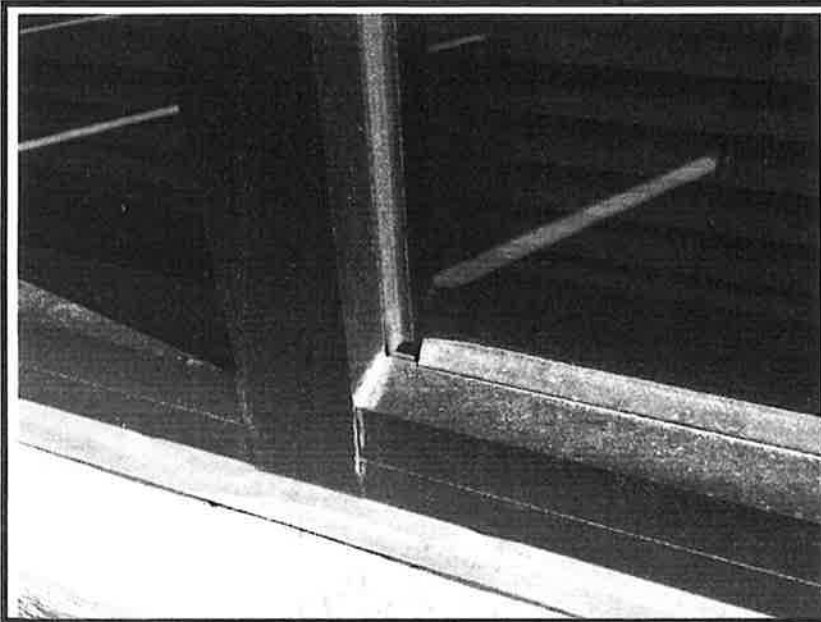


Photo No. 13
Example of gaps in window gaskets

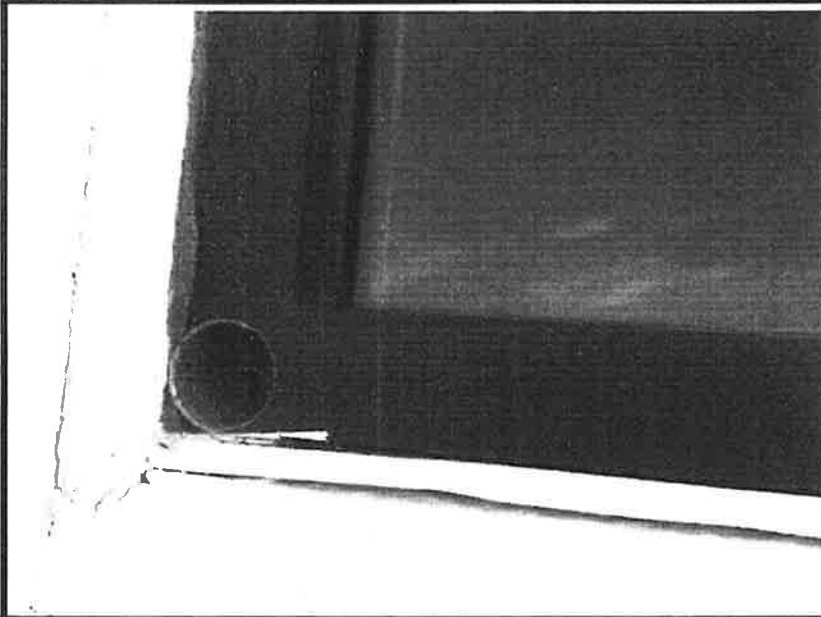


Photo No. 14
Example of gaps in window gaskets

END OF REPORT
(See Attachments)

Product Description

TREMGuard® HB is a high-build, fiber reinforced, water-based, acrylic wall coating formulated to provide a tough, durable, flexible, and breathable film protection for concrete and masonry surfaces. TREMGuard HB can be applied in a single coat up to 32 wet mils and can be used to bridge cracks.

Basic Uses

TREMGuard HB is ideal for:

- Exterior and interior above-grade substrates
- Concrete, cast-in-place or pre-cast
- Concrete masonry units (CMU)
- Previously painted masonry
- Brick
- Stone
- Exterior insulation finish systems (EIFS)
- Stucco
- Can be used on metal and PVC with TREMprime Non-Porous Primer

Features and Benefits

- Resists the effects of water and weather, making it an ideal coating for long-lasting waterproofing protection
- Fiber reinforced, which provides added strength and durability
- Bridges hairline cracks
- Breathable
- Supports a one-coat application
- Resists the growth of mold and fungus
- Resistant to wind driven rain
- Excellent adhesion
- VOC compliant @ <100 g/L

Availability

Contact your local Tremco Sales Representative or Tremco Customer Service for availability.

Coverage Rates

50-67 ft.2 /gal. (1.23-1.64m2 /L) / 24-32 mils

In special circumstances where 2 coats are required:

1st coat - 67 ft.2 /gal. (1.64m2 /L) / 24 mils

2nd coat - 67 ft.2 /gal. (1.64m2 /L) / 24 mils

Packaging

5 gal. (18.9L) pails

Colors

All TREMGuard HB colors are custom. Contact your local Tremco Sales Representative for more information.

Installation

Please refer to the Architectural Wall Coatings Application Instructions for installation details

Clean Up

Clean tools and application equipment immediately after use with soap and warm water. Clean overspray or drips while still wet with soap and warm water. Dried material may require solvents or mechanical abrasion for removal.

Storage

Store indoors, protected from moisture, at temperatures between 50°F and 90°F (10°C and 32°C) and out of direct sunlight.

Limitations

- Protect from freezing.
- Do not thin or dilute.
- Do not apply if rain is expected within 12 hours.
- Do not apply over frost-laden surfaces.
- Do not apply if surface or ambient temperatures are below 40° F (4° C) or are anticipated within 24 hours.
- Do not apply to non-porous materials such as glass, glazed brick or glazed tile.
- Not for use on traffic bearing surfaces.
- In all cases, consult the Material Safety Data Sheet before use.

Warranty

Tremco warrants its Products to be free of defects in materials but makes no warranty as to appearance or color. Since methods of application and on-site conditions are beyond our control and can affect performance, Tremco makes no other warranty, expressed or implied, including warranties of MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE with respect to Tremco Products. Tremco's sole obligation shall be, at its option, to replace or to refund the purchase price of the quantity of Tremco Products proven to be defective, and Tremco shall not be liable for any loss or damage.

Please refer to our website at www.tremcosealants.com for the most up-to-date Product Data Sheets.

NOTE: All Tremco Safety Data Sheets (SDS) are in alignment with the Globally Harmonized System of Classification and Labelling of Chemicals (GHS) requirements.

TYPICAL PHYSICAL PROPERTIES

PROPERTY	TEST METHOD	TREMGARD HB
Density lb/gal (kg/m)	ASTM D1475	11.0 ± 2.0 lb. (5.0 ± 0.9 kg)
Regulatory VOC	Method 310	21 g/L
Viscosity	ASTM D562	85-141 KU
Solids by Weight	ASTM D1644	83% ± 1%
Solids by Volume	ASTM D2697	52% ± 1%
Accelerated Weathering (1000 hr.)	ASTM D4798	No cracking or checking
Permeance Rating (Wet Cup)	ASTM D1653	12 perms
Tear Resistance	ASTM D624	120-140 lb/ln
Tensile Strength @ 77° F (25° C)	ASTM D2370	375 ± 50 psi
Elongation @ 77° F (25° C)	ASTM D2370	215% ± 25%
Low Temp. Flexibility after 1000 hr. accelerated weathering @ -15° F (-26° C) 1/2" Mandrel	ASTM D522	Passed
Fungus Resistance	ASTM G21	No Growth
Adhesion	ASTM C794/D903	Excellent

* Accelerated aging test. 1 daily cycle of UV and water spray greatly exceeds 1 day of real world exposure. Contact Tremco Technical services or your local sales representative for more information.

0317/TGHBDS-DC**Tremco Commercial Sealants & Waterproofing**

3735 Green Rd
Beachwood OH 44122
216.292.5000 / 800.321.7906

1451 Jacobson Ave
Ashland OH 44805
419.289.2050 / 800.321.6357

220 Wicksteed Ave
Toronto ON M4H1G7
416.421.3300 / 800.363.3213

1445 Rue de Coulomb
Boucherville QC J4B 7L8
514.521.9555



Product Description

Spectrem® Simple Seal is an ultra-low modulus, preformed silicone extrusion specifically designed to have high elongation properties. Simple Seal is typically bonded with Spectrem 1 or Spectrem 2® Silicone Sealant to a wide range of substrates to provide a watertight seal.

Benefits of Spectrem® Simple Seal include:

- Cost effective alternative to cutting out existing failed sealant
- High flexibility and movement capability
- High tear resistance
- Ease of installation
- Color fast formulation
- Wide operational temperature range
- Non-corrosive and corrosion resistant
- Resistant to UV exposure and weathering
- Capable of sealing high movement joints
- Well suited for soft and sensitive substrates such as EIFS

Basic Uses

Tremco Spectrem Simple Seal is designed for both new construction and restoration work involving window perimeter, EIFS joints, parapet walls, skylights, aluminum window seals, transition seals, curtain wall joints, sheet metal roof joints, and other lap joints.

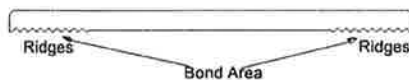
Packaging

Widths 9" (229 mm) and smaller are available in 100' (30.5 M) rolls.

Widths 10" (254 mm) and larger are available in 50' (15.2 M) rolls.

Standard Sizes

1", 1.5", 2" and 3", 4", and 6" (25, 38, 51, 76, 102 and 152 mm) widths. Standard thickness is 0.78" (2 mm).



Special Sizes

Other sizes available include 2-1/2" (64 mm), 5" (127 mm) and 7" (178 mm) to 14" (355 mm) in 1" (25 mm) increments.

Custom Sizes

Custom sizes and/or geometries are available upon request. Please contact your sales representative or Tremco Technical Services for assistance. Lead times and costs will vary based on the request.

Standard Colors

Aluminum Stone, Anodized Aluminum, Black, Bronze, Limestone, Sandstone, and White.

Special Colors

Buff, Champagne, Dark Bronze, Dusty Rose, Gray, Ivory, Light Bronze, Off White, Precast White, and Rustic Brick.

Custom Colors

Custom color matching is available. Please contact your sales representative or Customer Service representative for assistance. Lead times and costs will vary based on the request.

SWRI SEALANT · WATERPROOFING & RESTORATION INSTITUTE

Issued by: Tremco Incorporated
Product: Spectrem® Simple Seal

ASTM C 1523-10: Determining Modulus, Tear and Adhesion Properties of Pre-cured Elastomeric Joint Sealants

Movement, Cohesion & Adhesion: 200%

Dry/Room Temperature Loss of Adhesion/Cohesion Pass ✓

Water Immersion Loss of Adhesion/Cohesion Pass ✓

Frozen Loss of Adhesion/Cohesion Pass ✓

Heat Loss of Adhesion/Cohesion Pass ✓

Artificial Weathering Loss of Adhesion/Cohesion Pass ✓

Tear Propagation: PT/Knotty

ASTM D 412: Vulcanized Rubber and Thermoplastic Elastomers - Tension

Ultimate Elongation Results: 554%

Validation Date: 11/17/16 – 11/16/21

No. 1116-S1121 Copyright © 2017

PRE-CURED SEALANTS VALIDATION
www.swrionline.org

Limitations

Do not apply on damp or contaminated surfaces.

Do not use clear silicone sealant for the application of Spectrem Simple Seal.

Spectrem Simple Seal should not be used under the following conditions:

- Below grade or below water line applications
- Joints where physical abrasion and abuse may occur, such as traffic joints
- In association with building materials that release oils, plasticizers or other material

Surface Preparation

Surface must be sound, clean, and dry. Contact surfaces should be free of loose dirt, dust, oils, and any other contaminants. Tremco recommends that air temperatures be 40 °F (5 °C) or above before applying any sealant. If colder weather is imminent, please refer to the Tremco Guide for Cold Weather Applications at www.tremcosealants.com.

Masking

Apply masking tape to the substrate surface at the width edges of the Spectrem Simple Seal to provide a clean edge.

Application

Select the width of Spectrem Simple Seal wide enough so that the ridges are fully encapsulated by the sealant when installed over the joint. Apply Spectrem 1 or Spectrem 2® to each side of the joint with beads large enough to encapsulate the width of the ridges. Immediately embed the Spectrem Simple Seal into the wet sealant. Using a roller, apply consistent pressure to ensure uniform contact. Remove masking tape and any excess sealant.

Spectrem® Simple Seal

Extruded Silicone Bridge

Detailed application instructions are available from Tremco Technical Services or www.tremcosealants.com.

Availability

Availability and cost may be obtained from your local Tremco Field Representative, or by contacting our Customer Service Department in Beachwood, Ohio at 800-321-7906, or Toronto at 800-363-3213.

Maintenance

Damaged Spectrem Simple Seal can be repaired. Contact your local Tremco Sales Representative or Tremco Technical Services for repair procedures.

Warranty

Tremco warrants its Products to be free of defects in materials, but makes no warranty as to appearance or color. Since methods of application and on-site

conditions are beyond our control and can affect performance, Tremco makes no other warranty, expressed or implied including warranties of MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE, with respect to Tremco Products. Tremco's sole obligation shall be, at its option, to replace, or refund the purchase price of the quantity of Tremco Products proven to be defective and Tremco shall not be liable for any loss or damage.

Please refer to our website at www.tremcosealants.com for the most up-to-date Product Data Sheets.

NOTE: All Tremco Safety Data Sheets (SDS) are in alignment with the Globally Harmonized System of Classification and Labelling of Chemicals (GHS) requirements.

TYPICAL PHYSICAL PROPERTIES

PROPERTY	TEST METHOD	TYPICAL RESULTS
Shore A hardness	ASTM D2240	29 to 32
Tensile strength	ASTM D412	218 psi
Elongation at break	ASTM D412	554%

TESTED IN ACCORDANCE WITH ASTM C1518

Specification for Procured Elastomeric Silicone Joint Sealants

PROPERTY	TEST METHOD	TYPICAL RESULTS
Tear propagation	ASTM C1523 9.4	Class PT (partial tear)
Movement Class	ASTM C1523 9.1	Class 200%
Heated conditions resistance	ASTM C1523 8.2.4	Pass (Class 200%)
UV resistance	ASTM C1523 8.2.5.1	Pass (Class 200%)
Frozen conditions resistance	ASTM C1518 8.2.3	Pass (Class 200%)

- Spectrem 1 is the recommended silicone sealant to be used; Spectrem 2 may be suitable for use, adhesion to the existing substrate must be confirmed. Contact Technical Services for a recommendation on the specific Spectrem Silicone Sealant to use for your application.

Spectrem® Simple Seal

Extruded Silicone Bridge

Standard Stock Sizes: 1", 1.5", 2", 3", 4", 6" Wide (25, 38, 51, 76, 102 and 152 mm) (Highlighted below)

Standard Stock Colors: Anodized Aluminum, Aluminum Stone, Black, Bronze, Limestone, Sandstone, and White, (Highlighted below)

WIDTH IN INCHES (MILLIMETERS)	STOCK SIZE	STOCK COLOR (Black, White, Anodized Aluminum, Bronze, Aluminum Stone)	LEAD TIME	MINIMUM ORDER QTY. IN FEET (METERS)	SELLING UNIT OF MEASURE	FEET (METERS)/ CASE	SPECIAL COLORS
1 (25)	YES	YES	3 DAYS	100 (30.5)	1 ROLL	100 (30.5)	Buff
1.5 (38)	YES	YES	3 DAYS	100 (30.5)	1 ROLL	100 (30.5)	Champagne
2 (51)	YES	YES	3 DAYS	100 (30.5)	1 ROLL	100 (30.5)	Dark Bronze
2.5 (64)	NO	NO	3 WEEKS	500 (152.4)	1 ROLL	100 (30.5)	Dusty Rose
3 (76)	YES	YES	3 DAYS	100 (30.5)	1 ROLL	100 (30.5)	Gray
4 (102)	YES	YES	3 DAYS	100 (30.5)	1 ROLL	100 (30.5)	Ivory
5 (127)	NO	NO	3 WEEKS	500 (152.4)	1 ROLL	100 (30.5)	Light Bronze
6 (152)	YES	YES	3 DAYS	100 (30.5)	1 ROLL	100 (30.5)	Off White
7 (178)	NO	NO	3 WEEKS	500 (152.4)	1 ROLL	100 (30.5)	Precast White
8 (203)	NO	NO	3 WEEKS	500 (152.4)	1 ROLL	100 (30.5)	Rustic Brick
9 (229)	NO	NO	3 WEEKS	500 (152.4)	1 ROLL	100 (30.5)	
10 (254)	NO	NO	3 WEEKS	250 (76.2)	1 ROLL	50 (15.2)	
11 (279)	NO	NO	3 WEEKS	250 (76.2)	1 ROLL	50 (15.2)	
12 (305)	NO	NO	3 WEEKS	250 (76.2)	1 ROLL	50 (15.2)	
13 (330)	NO	NO	3 WEEKS	250 (76.2)	1 ROLL	50 (15.2)	
14 (356)	NO	NO	3 WEEKS	250 (76.2)	1 ROLL	50 (15.2)	



1217/SPECSSDS-GL

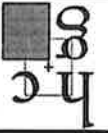
Tremco Commercial Sealants & Waterproofing

3735 Green Rd
Beachwood OH 44122
216.292.5000 / 800.321.7906

1451 Jacobson Ave
Ashland OH 44805
419.289.2050 / 800.321.6357

220 Wicksteed Ave
Toronto ON M4H1G7
416.421.3300 / 800.363.3213

1445 Rue de Coulomb
Boucherville QC J4B 7L8
514.521.9555

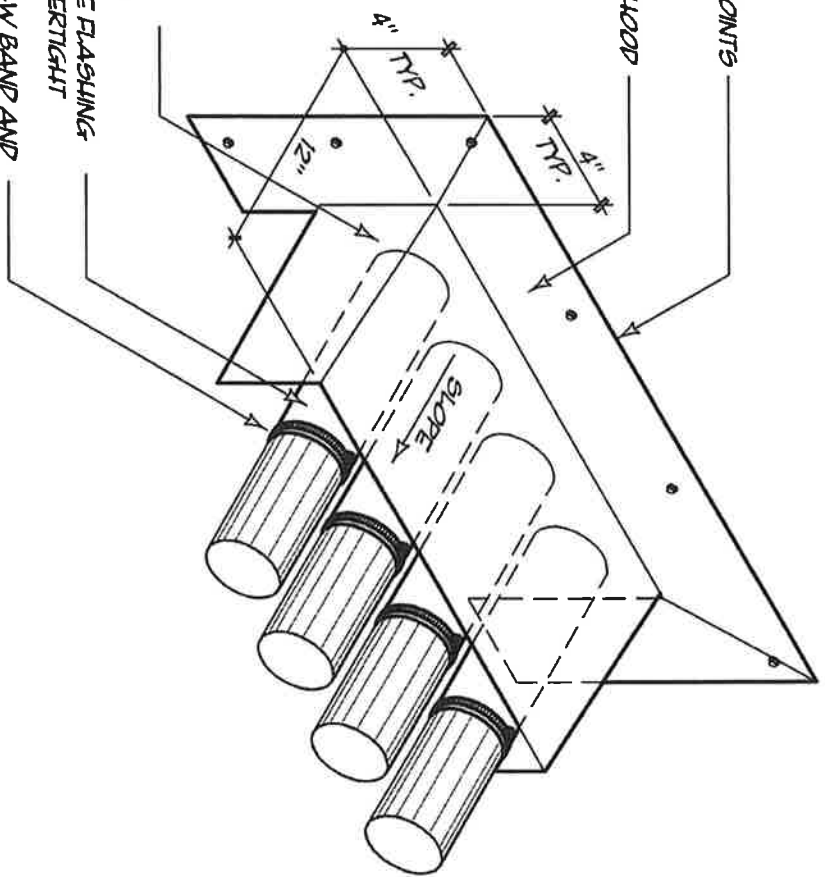


HOLLON+CANNON GROUP
 11407 Brashe Oak Trl
 Austin, Texas 78750
 ph: 512.300.0452
 www.hollon-cannon.com

355 TEXAS AVE.
 ROUND ROCK TEXAS

PIPE FLASHING
 Drawn by: CANNON, J. Date: 04/04/18
 Scale: AS NOTED Sheet: R1

CONT. SEALANT AT ALL JOINTS
 24 GA. GALV. MTL. RAIN HOOD
 SOLDER ALL JOINTS
 SOLDER PIPE SLEEVE TO GALV. MTL. BACK PLATE
 24 GA. GALV. METAL PIPE FLASHING
 SOLDER ALL JOINTS WATERTIGHT
 SEAL W/ CLAMPING DRAIN BAND AND CONTINUOUS SEALANT BETWEEN PIPE AND METAL FLASHING



1
R1
3" = 1'-0"

PIPE FLASHING THRU WALL PANELS

FOR INTERIM REVIEW / PRELIMINARY PRICING ONLY
 Not for regulatory approval, permitting, or construction
 Architect: Thomas Pope
 Texas License No. 16561
 Date: 4/4/2018

Williamson County Facilities - Job Cost Tracking Log

Project: WCCHD Remodel # P322

Change Order #: 25

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				\$ 1,440,000.00		\$ 250,000.00				\$ 1,690,000.00	\$ 1,690,000.00
1		Pending									\$ 1,690,000.00
2		Denied									\$ 1,690,000.00
3		Denied									\$ 1,690,000.00
4	9/26/2017	Owner	7	\$ 3,113.00		\$ (3,113.00)					\$ 1,690,000.00
5	11/14/2017	Owner		\$ 1,071.25		\$ (1,071.25)					\$ 1,690,000.00
6	1/9/2018	Architect	0	\$ 7,733.00		\$ (7,733.00)					\$ 1,690,000.00
7	11/14/2017	Architect		\$ 7,386.00		\$ (7,386.00)					\$ 1,690,000.00
8	11/14/2017	Owner		\$ 5,987.00		\$ (5,987.00)					\$ 1,690,000.00
9	1/9/2018	Architect	0	\$ 2,376.00		\$ (2,376.00)					\$ 1,690,000.00
10	1/9/2018	Owner	0	\$ 5,236.02		\$ (5,236.02)					\$ 1,690,000.00
11	1/9/2018	Architect	0	\$ 2,071.00		\$ (2,071.00)					\$ 1,690,000.00
12	1/9/2018	Owner	0	\$ 4,755.13		\$ (4,755.13)					\$ 1,690,000.00
13		Contractor	21	\$ 13,788.75		\$ (13,788.75)					\$ 1,690,000.00
14		Pending									\$ 1,690,000.00
15		Pending									\$ 1,690,000.00
16		Pending									\$ 1,690,000.00
17	1/30/2018	Contractor	0	\$ 5,919.97		\$ (5,919.97)					\$ 1,690,000.00
18	2/20/2018	Contractor	0	\$ 29,520.84		\$ (29,520.84)					\$ 1,690,000.00
19	2/20/2018	Contractor	0	\$ 7,548.26		\$ (7,548.26)					\$ 1,690,000.00
20	2/20/2018	Owner	0	\$ 3,024.76		\$ (3,024.76)					\$ 1,690,000.00
21	4/3/2018	Owner	0	\$ 7,177.66		\$ (7,177.66)					\$ 1,690,000.00
22		Owner	0	\$ 12,126.00		\$ (12,126.00)					\$ 1,690,000.00
23		Owner	0	\$ 14,739.09		\$ (14,739.09)					\$ 1,690,000.00
24		Pending									\$ 1,690,000.00
25		Owner	0	\$ 94,581.95		\$ (94,581.95)					\$ 1,690,000.00
			28	\$ 1,668,155.68	\$ -	\$ 21,844.32	\$ -	\$ -	\$ -	\$ 1,690,000.00	\$ 1,690,000.00

\$ 21,844.32

Commissioners Court - Regular Session

21.

Meeting Date: 06/05/2018

2013 Road Bond Transfer

Submitted By: Emmeline Palma, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move \$100,000 from 2013 Road Non-Departmental (P290) to Pearson Ranch Road (P221).

Background

Fiscal Impact

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

Attachments

[2013 Road Bond Transfer](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Emmeline Palma

Final Approval Date: 05/31/2018

Reviewed By

Wendy Coco

Date

05/31/2018 10:59 AM

Started On: 05/31/2018 10:57 AM

Memo

To: Emmeline Palma, Williamson County Auditor's Office
Cc: Tomika Lynce, Williamson County Auditor's Office
From: Michael J. Weaver
Date: May 31, 2018
Re: 2013 Road Bond Budget Adjustments

In preparation of the recommendation of Award for the Bid #1804-222 Neenah Avenue at Pearson Ranch Road Traffic Signal Construction please make the following project budget adjustment to the 2013 Road Bond Program:

- Move \$100,000.00 from P-290 2013 Unallocated Interest to P-221 Pearson Ranch Road

If you have any questions, please let me know.

Cc: Pam Navarrette, Williamson County Auditor's Office
Jolene Crist, Williamson County Contract Auditor
Bob Daigh, Williamson County Sr. Director of Infrastructure
Christen Eschberger, P.E., HNTB
Marie Walters, PSI

Commissioners Court - Regular Session

22.

Meeting Date: 06/05/2018

CR 101 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 Wayne Angell for right of way needed on CR 101 (Parcel 31). Funding Source- Road Bonds P269

Background

Fiscal Impact

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

Attachments

Angell Contract

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 05/31/2018

Reviewed By

Wendy Coco

Date

05/31/2018 10:59 AM

Started On: 05/31/2018 10:45 AM

REAL ESTATE CONTRACT
CR 101 Right of Way—Parcel 31

THIS REAL ESTATE CONTRACT ("Contract") is made by WAYNE ANGELL (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 2.349 acre (102,328 Sq. Ft.) tract of land in the James C. Eaves Survey, Abstract No. 213, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein **(Parcel 31)**;

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage to or cost to cure for the remaining property of Seller as a result of this transaction shall be the sum of THIRTY-SEVEN THOUSAND and 00/100 Dollars (\$37,000.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

Special Provisions

2.03. As additional consideration and an obligation which shall survive the Closing of this transaction, the parties agree that Seller shall be allowed until August 1, 2018 to harvest or otherwise remove any growing crops or plantings from the Property. After August 1, 2018 any existing crops, improvements, or other items are subject to immediate removal by Purchaser without further notice, obligation, or compensation.

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING
Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before June 22nd, 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 (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
- (d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

**ARTICLE VI
BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

**ARTICLE VII
BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

**ARTICLE VIII
MISCELLANEOUS**

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

[signature page follows]

SELLER:

Wayne Angell
Wayne Angell

Address: 100 GABRIEL FARMS
Hutto TX 78634

Date: 5-30-2018

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT A

County: Williamson
Highway: C.R. 101
Parcel: 31

PROPERTY DESCRIPTION FOR
PARCEL 31

DESCRIPTION OF A 2.349 ACRE (102,328 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JAMES C. EAVES SURVEY, ABSTRACT NO. 213, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 46.99 ACRE TRACT OF LAND CONVEYED TO WAYNE ANGELL BY INSTRUMENT RECORDED IN DOCUMENT NO. 2015099470 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 2.349 ACRE (102,328 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a 2" pipe post found (+/- 6 feet tall) in the southerly boundary line of the remainder of that called 110.706 acre tract of land conveyed to Doris M. Fuchs, Et. Al. by instrument recorded in Document No. 2003077036 and Doc. No. 2005071194 (Tract Two) of the Official Public Records of Williamson County, Texas, same being the northeasterly corner of said 46.99 acre tract;

Thence, with the common boundary line of said 46.99 acre tract and said remainder of the 110.706 acre tract, N 68°00'03" E for a distance of 1709.84 feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set, 60.00 feet right of proposed County Road (C.R.) 101 baseline station 160+48.14, having grid coordinates of N=10,190,557.10 E=3,187,708.34, in the proposed easterly Right-of-Way (ROW) line of C.R. 101, for the northeasterly corner and **POINT OF BEGINNING** of the herein described tract;

1. **THENCE**, departing said remainder of 110.706 acre tract, through the interior of said 46.99 acre tract, with said proposed easterly ROW line, **S 22°02'12" E** for a distance of **1142.20** feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set 60.00 feet right of proposed C.R. 101 baseline station 149+05.95, in the southerly boundary line of said 46.99 acre tract, same being the northerly boundary line of that called 46.99 acre tract of land conveyed to Wendy Ann Wendland and Ryan A. Wendland by instrument recorded in Document No. 2007085821 of the Official Public Records of Williamson County, Texas, for the southeasterly corner of the herein described tract, and from which a 2" pipe post found (+/- 6 feet tall), being the southeasterly corner of said 46.99 acre Angell tract and the northeasterly corner of said 46.99 acre Wendland tract bears N 67°38'47" E for a distance of 1710.83 feet;
2. **THENCE**, departing said proposed easterly ROW line, with the common boundary line of said two 46.99 acre tracts, **S 67°38'47" W**, for a distance of **88.05** feet to a 2" pipe post found (+/- 6 feet tall) in the existing easterly ROW line of C.R. 101 (variable width ROW) for the southwesterly corner of the said Angell 46.99 acre tract, same being the northwesterly corner of said Wendland 46.99 acre tract, for the southwesterly corner of the herein described tract;
3. **THENCE**, with the common boundary line of said 46.99 acre Angell tract and said existing easterly ROW line of C.R. 101, **N 22°11'20" W** for a distance of **1142.75** feet to a 2" pipe post found (+/- 6 feet tall), being the northwesterly corner of said Angell 46.99 acre tract, same being the southwesterly corner of said remainder of 110.706 acre tract, for the northwesterly corner of the herein described tract;

4. **THENCE**, with the common boundary line of said Angell 46.99 acre tract and said remainder of 110.706 acre tract, **N 68°00'03" E** for a distance of **91.09** feet to the **POINT OF BEGINNING**, containing 2.349 acres (102,328 square feet) of land, more or less.

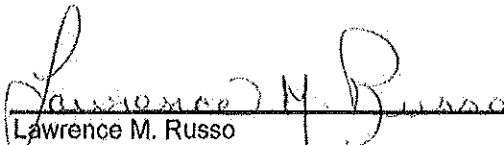
This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

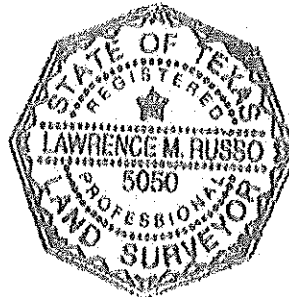
THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF WILLIAMSON §

That I, Lawrence M. Russo, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

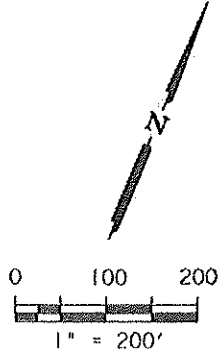
WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.


Lawrence M. Russo
Registered Professional Land Surveyor No. 5050
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

09/27/2016
Date



PLAT TO ACCOMPANY PARCEL DESCRIPTION



DORIS M. FUCHS AND HUSBAND,
WILLIAM GENE FUCHS A/K/A/
WILLIAM G. FUCHS, DAVID B. FUCHS
A/K/A/ DAVID FUCHS AND WIFE
KARLA G. FUCHS, AND CHERYL D. FUCHS
TRACT TWO (REMAINDER OF 110.706 AC.)
DOC. NO. 2003077036
& DOC. NO. 2005071194
O. P. R. W. C. T.

P. O. B.
STA. 160+48.14
60.00' RT
GRID COORDINATES:
N=10190557.10
E=3187708.34

(S70° 30' 14" W 2096.34')
N68° 00' 03" E 1709.84'
(N71° 01' 30" E 1800.83')

2" PIPE POST
7'-6" TALL

P. O. R.

GERALDINE & BARTH
DWIGHT TIMMERMAN
(338.192 AC.)
DOC. NO. 2015105417
O. P. R. W. C. T.

NUMBER	DIRECTION	DISTANCE
L1	S67° 38' 47" W	88.05'
L2	N68° 00' 03" E	91.09'

JOHN THOMAS SURVEY
ABSTRACT No. 610

C. R. 101
(R.O.W. WIDTH VARIES)

(S19° 03' 40" E 1142.70')
EXISTING R.O.W.
(N22° 11' 20" W 1142.75')
EXISTING R.O.W.

PROPOSED C.R. 101 BASELINE
155+00

31
2,349 AC.
102,328 SQ. FT.

WAYNE ANGELL
(46.99 AC.)
DOC. NO. 2015099470
O. P. R. W. C. T.

JAMES C. EAVES SURVEY
ABSTRACT No. 213

STA. 149+05.95
60.00' RT
N67° 38' 47" E 1710.83'
(N70° 40' 20" E 1799.04')

2" PIPE POST
7'-6" TALL

WENDY ANN & RYAN A. WENDLAND
(46.99 AC.)
TRACT 2
DOC. NO. 2007085821
O. P. R. W. C. T.

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF		
WAYNE ANGELL		
SCALE 1" = 200'	PROJECT CR 101	COUNTY WILLIAMSON

PARCEL 31

LEGEND PLAT TO ACCOMPANY PARCEL DESCRIPTION

* FENCE CORNER POST FOUND	℄ CENTER LINE
● 1/2" IRON ROD FOUND UNLESS NOTED	℄ PROPERTY LINE
⊙ 1/2" IRON ROD FOUND W/PLASTIC CAP	{ } RECORD INFORMATION
⊙ COTTON GIN SPINDLE FOUND	- LINE BREAK
⊙ 1/2" IRON PIPE FOUND UNLESS NOTED	↯ DENOTES COMMON OWNERSHIP
X X CUT FOUND	P.O.B. POINT OF BEGINNING
▲ 60/D NAIL FOUND	P.O.R. POINT OF REFERENCE
△ CALCULATED POINT	N.T.S. NOT TO SCALE
○ 1/2" IRON ROD W/ ALUMINUM CAP STAMPED "WILCO-ROW-5050" SET (UNLESS NOTED OTHERWISE)	D.R.W.C.T. DEED RECORDS WILLIAMSON COUNTY, TEXAS
	O.R.W.C.T. OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
	O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
	P.R.W.C.T. PLAT RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinats are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 1622930-GTN, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE JULY 14, 2016, ISSUE DATE JULY 25, 2016.

- IOE. EASEMENT TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 287, PAGE 61, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
- F. EASEMENT TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 286, PAGE 426, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- G. EASEMENT TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 355, PAGE 547, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
- H. EASEMENT TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 337, PAGE 233, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- I. EASEMENT TO JONAH WATER SUPPLY CORPORATION, RECORDED IN VOLUME 563, PAGE 705, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
- J. EASEMENT TO JONAH WATER SPECIAL UTILITY WATER DISTRICT, RECORDED IN DOCUMENT NO. 2011024096, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
- K. TERMS, CONDITIONS, AND STIPULATIONS IN THE AGREEMENT, RECORDED IN DOCUMENT NO. 2010064659, DOCUMENT NO. 2010083230, AND DOCUMENT NO. 2010064661, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- L. NOTICE REGARDING ORDINANCE 2010-30, RECORDED IN DOCUMENT NO. 2010063291, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO IF APPLICABLE.
- M. INCLUSION WITHIN THE LOWER BRUSHY CREEK WATER CONTROL & IMPROVEMENT DISTRICT, SUBJECT TO IF APPLICABLE.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

Lawrence M. Russo 09/27/2011
 LAWRENCE M. RUSSO DATE
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050
 INLAND GEODETICS, LLC
 FIRM REGISTRATION NO. 100591-00
 1504 CHISHOLM TRAIL ROAD, SUITE 103
 ROUND ROCK, TEXAS 78681



	ACRES	SQUARE FEET
ACQUISITION	2.349	102,328
CALC/DEED AREA	46.99	2,046,884
REMAINDER AREA	44.641	1,944,556

<p>INLAND GEODETICS PROFESSIONAL LAND SURVEYORS 1504 CHISHOLM TRAIL RD, STE. 103 ROUND ROCK, TX. 78681 PH. (512) 238-1200, FAX (512) 238-1251 FIRM REGISTRATION NO. 100591-00</p>	PARCEL PLAT SHOWING PROPERTY OF			<p>PARCEL 31</p>
	<p>WAYNE ANGELL</p>			
SCALE	PROJECT	COUNTY		
1" = 200'	CR 101	WILLIAMSON		

EXHIBIT "B"

Parcel 31

DEED

County Road 101 Road Right of Way

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That WAYNE ANGELL, a single person, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain 2.349 acre (102,328 Sq. Ft.) tract of land in the James C. Eaves Survey, Abstract No. 213, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 31**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 101.

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 30th day of May, 2018.

[signature page follows]

GRANTOR:

Wayne Angell
Wayne Angell

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF Travis

§

§

This instrument was acknowledged before me on this the 30th day of May, 2018 by Wayne Angell in the capacity and for the purposes and consideration recited therein.



Elvira Guerrero
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session

23.

Meeting Date: 06/05/2018

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 David and Brenda Lambert for right of way needed on the LTP future SH 29 project. : Funding Source; LTP P457

Background

Fiscal Impact

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

Attachments

Lambert contract

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 05/31/2018

Reviewed By

Wendy Coco

Date

05/31/2018 11:52 AM

Started On: 05/31/2018 11:44 AM

REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **DAVID C. LAMBERT AND BRENDA V. LAMBERT** (referred to in this Contract as "Seller", whether one or more) and Williamson County (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:

Being 21.63 acres of land, more or less, out of the JOSEPH M. GLASSCOCK SURVEY, ABSTRACT NO.254 and the E.S. BROOKS SURVEY, ABSTRACT NO. 81, situated in Williamson County, Texas, being a portion of that called 23.13 acres of land conveyed to David C. Lambert and Brenda V. Lambert by Warranty Deed with Vendor's Lien recorded in Document No. 2000001016, Official Public Records, Williamson County, Texas.

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 and fixtures situated on and attached to the Property described, or bisected by the acquisition and not otherwise 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 fee simple portion of the Property described, the acquisition of any improvements on the Property, and any damage to or cost to cure of the remaining property of Seller, shall be the sum of Nine Hundred and Twenty Thousand and 00/100 Dollars (\$ 920,000.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

4.01. 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 knowledge:

- (a) 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;
- (b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

4.02. The Property herein is being conveyed to Purchaser under threat of condemnation.

**ARTICLE V
CLOSING**

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company at 203 W. Main Street Suite A Pflugerville, TX 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 any title

curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the “Closing Date”).

Seller’s Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title in fee simple to all of the Property or as otherwise 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 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 “A” attached hereto and incorporation herein.

(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 each Grantee’s fee simple and/or easement 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”.
- (4) Deliver to Purchaser possession of the Property, subject to Paragraph 2.05 herein.

Purchaser’s Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

- (b) At Closing, Purchaser and Seller shall enter into a lease agreement (the "Leaseback Agreement") wherein Purchaser, as Landlord, shall lease back to Seller, At Tenant, the Property for a term of three (3) months, such term commencing on the Closing Date. The Leaseback Agreement shall be in the form attached hereto as Exhibit "B".

Prorations

5.04. General real estate taxes for the then current year relating to the Property acquired in fee simple shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the

Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

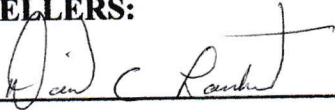
8.10 This Contract shall be effective as of the date it is approved by the Round Rock city council or city manager, which date is indicated beneath the Mayor's or City Manager's signature below.

Counterparts

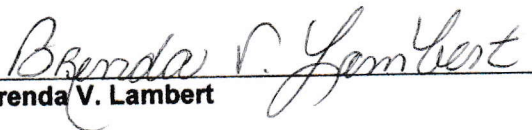
8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

(signatures on following page)

SELLERS:



David C. Lambert



Brenda V. Lambert

Date: 05-31-2018

PURCHASER:

Williamson County, Texas

By: _____

County Judge

Date: _____

SPECIAL WARRANTY DEED
SH 29 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 FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WHEREAS, Williamson County, Texas is authorized to purchase and receive land and such other property rights deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of a portion of the proposed State Highway 29 improvements ("Project"); and,

WHEREAS, the acquisition of the hereinafter-described premises has been deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of the Project;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That DAVID C. LAMBERT and BRENDA V. LAMBERT, a married couple, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto Williamson County, Texas all those certain tracts or parcels of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

Being 21.63 acres of land, more or less, out of the JOSEPH M. GLASSCOCK SURVEY, ABSTRACT NO.254 and the E.S. BROOKS SURVEY, ABSTRACT NO. 81, situated in Williamson County, Texas, being a portion of that called 23.13 acres of land conveyed to David C. Lambert and Brenda V. Lambert by Warranty Deed with Vendor's Lien recorded in Document No. 2000001016, Official Public Records, Williamson County, Texas

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Easements and rights-of-way of record; all presently recorded restrictions, reservations, covenants, conditions, oil, gas or other mineral leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; and any encroachments or overlapping of improvements.

Grantor reserves all of the oil, gas and other minerals, in and under the land herein conveyed but waive 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 and water shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of the Texas Department of Transportation or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of SH 29, but shall not be used or exported from the Property for any other purpose.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2018.

GRANTOR:

DAVID C. LAMBERT

BRENDA V. LAMBERT

ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on this the ____ day of _____, 2018 by David C. Lambert and Brenda V. Lambert, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas

GRANTEE'S MAILING ADDRESS:

Williamson County
c/o County Judge
701 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas

Exhibit B

Leaseback Agreement

Basic Terms

Effective Date: _____, 2018

Landlord: WILLIAMSON COUNTY, TEXAS

Landlord's Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Tenant: DAVID C. LAMBERT and BRENDA V. LAMBERT

Tenant's Address: 3803 RR 1869
Liberty Hill, TX 78642

Premises: The following described property located in Williamson County, Texas, being all of the same property purchased on this date by Landlord from Tenant:

a. Land. 21.63 acres of land, more or less, out of the JOSEPH M. GLASSCOCK SURVEY, ABSTRACT NO.254 and the E.S. BROOKS SURVEY, ABSTRACT NO. 81, situated in Williamson County, Texas, being a portion of that called 23.13 acres of land conveyed to David C. Lambert and Brenda V. Lambert by Warranty Deed with Vendor's Lien recorded in Document No. 2000001016, Official Public Records, Williamson County, Texas

b. Buildings. All improvements and fixtures owned by Landlord and located on the Land (the "Building") that are considered part of the real property, and specifically excluding any personal property of Landlord or any tenant located on the Land;

c. Other Property.

(i) The interest of the lessor or landlord under all leases, tenancies, rental, use, occupancy, and concession agreements covering space on the Land (hereinafter called the "Leases");

(ii) All of Landlord's interest in the following to the extent they relate to the ownership, use, leasing, maintenance, service, or operation of the Land or Buildings and are assignable without the consent of or payment to any other party: (i) contracts or agreements such as maintenance, service, or utility contracts, (ii) warranties, guaranties,

indemnities and claims, (iii) development rights, utility capacity, governmental approvals, licenses and permits, and (iv) plans, drawings, specifications, surveys, engineering reports and environmental reports; and

(iii) All and singular the rights and appurtenances pertaining to any of the foregoing, including without limitation, the right of the Landlord, if any, in and to adjacent streets, alleys, easements, rights-of-way and rights of ingress and egress thereto.

Term: Three (3) Months from the Effective Date, subject to early termination as provided herein.

Termination Date: Three (3) Months from the Effective Date, or such earlier date as determined by the early termination provisions herein.

Rent: Six Hundred Seventy Five and No/100 Dollars (\$675.00) per month, payable on the first day of each month.

Security Deposit: N/A

Permitted Use: Any lawful use.

Definitions

“Injury” means (a) harm to or impairment or loss of property or its use, (b) harm to or death of a person, or (c) “personal and advertising injury” as defined in the form of liability insurance Tenant is required to maintain.

“Landlord” means Landlord and its agents, employees, invitees, licensees, or visitors.

“Tenant” means Tenant and its agents, contractors, employees, invitees, licensees, or visitors.

“Subtenant” means (a) any tenant, licensee or other occupant or party entitled to use all or any portion of the Premises as of the Effective Date under any of the Leases and (b) subject to Paragraph 20, any tenant, licensee or other occupant or party entitled to use all or any portion of the Premises after the Effective Date pursuant to a sublease or other agreement entered into with Tenant.

Clauses and Covenants

A. Tenant agrees to—

1. Lease the Premises for the entire Term beginning on the Effective Date and ending on the Termination Date.
2. Accept the Premises in their present condition “AS IS”.
3. Obey (a) all applicable laws relating to the use, condition, and occupancy of the Premises and (b) any requirements imposed by utility companies serving or insurance companies covering the Premises; provided, that in no event will Tenant be required to make any alterations or additions to the Premises in order to bring the Premises into compliance with applicable law.
4. Pay or cause to be paid the normal and customary costs of any maintenance or other operating or use expenses related to or required for the Premises during the Term.
5. Maintain during the Term insurance coverage on the Building in the same manner as currently provided.
6. Vacate the Premises on the last day of the Term or as otherwise required herein.
7. INDEMNIFY, DEFEND, AND HOLD LANDLORD HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY’S FEES AND OTHER FEES AND COURT AND OTHER COSTS) OCCURRING IN ANY PORTION OF THE PREMISES. **THE INDEMNITY CONTAINED IN THIS PARAGRAPH (a) IS INDEPENDENT OF TENANT’S INSURANCE, (b) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS’ COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (c) WILL SURVIVE THE END OF THE TERM, AND (d) WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD.**
8. Pay all ad valorem property taxes assessed against the Land, Building and other portions of the Premises.

B. Tenant agrees not to—

1. Use the Premises for any purpose other than the Permitted Use.
2. Create a public nuisance.
3. Allow a lien to be placed on the Premises that will not be released or extinguished as of the end of the Term.

C. Landlord agrees to—

1. Lease to Tenant the Premises for the entire Term beginning on the Effective Date and ending on the Termination Date.

D. Landlord agrees not to—

1. Interfere with Tenant's quiet and peaceful enjoyment and possession of the Premises as long as Tenant is not in default beyond applicable grace or cure periods.

E. Landlord and Tenant agree to the following:

1. *Alterations.* Any additions or improvements now or hereafter located on the Premises will become the property of Landlord at the end of the Term unless removed by Tenant prior to the Termination Date. Tenant shall be entitled, but not required, to remove any additions or improvements, other than the Building, now or hereafter located on the Premises prior to the termination date. Tenant shall repair any alterations or restore the Premises to the condition existing at the Effective Date. Upon termination of this Leaseback Agreement, the Premises shall be surrendered to Landlord.

2. *Abatement.* Tenant's covenant to pay Rent and Landlord's covenants are independent. Except as otherwise provided, Tenant will not be entitled to abate Rent for any reason.

3. *Casualty/Total or Partial Destruction.* Neither party shall be entitled to terminate this Leaseback Agreement or abate rent as a result of fire or any other casualty nor shall either party have any duty or obligation to rebuild or restore any damaged improvements. Tenant shall be entitled to receive and retain all proceeds of insurance paid in connection with any casualty damage occurring during the Term, and Landlord waives any interest in such proceeds.

4. *Default by Landlord/Events.* Defaults by Landlord are failing to comply with any provision of this Leaseback Agreement within thirty days after written notice; provided, that if such default cannot reasonably be cured within such thirty day period but Landlord commences and thereafter diligently attempts to cure such default during and after such thirty day period, then Landlord shall be entitled to such reasonable additional period of time as is necessary to cure such default.

5. *Default by Landlord/Tenant's Remedies.* Tenant's remedies for Landlord's default are to sue for damages and/or injunctive relief.

6. *Default by Tenant/Events.* Defaults by Tenant are failing to comply within thirty days after written notice with any provision of this Leaseback Agreement; provided, that if such default cannot reasonably be cured within such thirty day period but Tenant commences and

thereafter diligently attempts to cure such default during and after such thirty day period, then Tenant shall be entitled to such reasonable additional period of time as is necessary to cure such default.

7. *Default by Tenant/Landlord's Remedies.* Landlord's remedies for Tenant's default are to terminate this Leaseback Agreement by written notice and/or sue for damages.

8. *Default/Waiver/Mitigation.* It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Leaseback Agreement does not preclude pursuit of other remedies in this Leaseback Agreement or provided by applicable law. Landlord and Tenant have a duty to mitigate damages.

9. *Holdover.* If Tenant does not vacate the Premises following termination of this Leaseback Agreement, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.

10. *Attorney's Fees.* If either party retains an attorney to enforce this Leaseback Agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and other fees and court and other costs.

11. *Venue.* Exclusive venue is in the county in which the Premises are located.

12. *Entire Agreement.* This Leaseback Agreement is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this Leaseback Agreement or to any expressly mentioned exhibits and riders not incorporated in writing in this Leaseback Agreement.

13. *Amendment of Lease.* This Leaseback Agreement may be amended only by an instrument in writing signed by Landlord and Tenant.

14. *Limitation of Warranties.* THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASEBACK AGREEMENT, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASEBACK AGREEMENT.

15. *Notices.* Any notice required or permitted under this Leaseback Agreement must be in writing. Any notice required by this Leaseback Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Leaseback Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

A copy of any notice given to Tenant shall be given at the same time and in the same manner as the notice to Tenant to:

David and Brenda Lambert
3803 RR 1869
Liberty Hill, TX 78642

A copy of any notice given to Landlord shall be given at the same time and in the same manner as the notice to Landlord to:

Sheets & Crossfield, P.C.
Attn: Charlie Crossfield
309 East Main Street
Round Rock, Texas 78664
512/255-8877
ccrossfield@sheets-crossfield.com

16. *Abandoned Property.* Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term.

17. *Leaseback; Assignment of Leases and Other Property.* This Leaseback Agreement is executed simultaneously with the sale of the Premises by Tenant to Landlord and is intended to be a leaseback of the entire property and all rights, benefits and privileges thereof sold to Landlord by Tenant. In addition to leasing Tenant all of the Premises for the term, Landlord hereby assigns, transfers and conveys to Tenant all of Landlord's right, title and interest in the Leases and the other personal property described in the description of Premises herein. Tenant assumes the obligation for the performance of any and all of the obligations of Landlord under the Leases and such other personal property. Landlord shall not be entitled to receive any portion of the amounts payable under any Lease.

18. *Sublease; Assignment.*

- a. Tenant may not assign, sublet or agree to occupancy of the Property during the Term by any other person or entity in whole or in part without Landlord's consent.

19. *Early Termination Option.* Either Landlord or Tenant may terminate this Leaseback Agreement at any time by delivering sixty (60) days prior written notice of such early termination to Tenant.

TENANT:

DAVID C. LAMBERT

By: _____
David C. Lambert

BRENDA V. LAMBERT

By: _____
Brenda V. Lambert

LANDLORD:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

Commissioners Court - Regular Session

24.

Meeting Date: 06/05/2018

FY17 CDBG Action Plan Amendment

Submitted By: Sally Bardwell, HUD Grants

Department: HUD Grants

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on amending the 2017 Community Development Block Grant Annual Action Plan by transferring \$215,850 from the Fiscal Year 2017 Community Development Block Grant Jarrell Wastewater Improvements Project to an extension of the 12" waterline that was previously installed in the 2012 CDBG cycle.

Background

The City of Jarrell was awarded FY17 CDBG funds in the amount of \$215,850. Funding was for the installation of approximately 1800 linear feet of 8-inch PVC SDR 26 wastewater line, including manholes, services, testing, and asphalt roadway/driveway replacement. Construction was to be on CR 306 and CR 309 in Jarrell, TX. The City would like to reallocate \$215,850 from this project to the extension of the 12" waterline that was installed in the 2012 CDBG funding cycle. Construction would be on North 5th Street (north of Avenue East), on East Avenue C from North 5th Street to North 10th Street, on North 10th Street from East Avenue C to West Avenue A, and on West Avenue A from North 10th Street to North 8th Street. This portion of the line will be approximately 2000 feet. Since the submission of the 2017 application, a developer has approached the City about developing property near the Jarrell Wastewater Improvement Project location. The development will include the installation of the wastewater line as outlined in the application. Therefore, the original project will be completed by the developer. Approving this request will trigger a substantial amendment to the Annual Action Plan which will require a 30 day public comment period.

Fiscal Impact

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

Attachments

Jarrell Map

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Sally Bardwell
Final Approval Date: 05/31/2018

Reviewed By

Wendy Coco

Date

05/31/2018 10:16 AM
Started On: 05/31/2018 10:00 AM



Commissioners Court - Regular Session

25.

Meeting Date: 06/05/2018

Vehicle Reimbursement Agreement for Orenda Education for County Sheriff

Submitted For: Robert Chody

Submitted By: Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Orenda Education (Security/Traffic control of campus at Gateway College Prep School)

Background

This agreement gives permission for Orenda Education to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies vehicle usage.

Fiscal Impact

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

Attachments

Orenda Education

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 05/31/2018

Reviewed By

Wendy Coco

Date

05/31/2018 10:15 AM

Started On: 05/31/2018 08:00 AM

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

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

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

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. *NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON-GOVERNMENTAL ORGANIZATION.*
2. **It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time).** If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.
3. Prior to the beginning of DEPUTIES contracting with the NON-GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy

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

4. The term of this AGREEMENT shall begin on the May 25, 2018 and shall terminate on September 30, 2018. Any extension of this AGREEMENT must be set forth in writing and signed by both parties.
5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.¹
6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **\$12.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).
8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten (10) days of the invoice date. Reporting must be submitted to:

LEA: At the address set forth on signature page below.

COUNTY: Williamson County Auditor's Office
Attn: Finance Director
710 Main Street, Suite 301
Georgetown, Texas 78626

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

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

10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.
11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: Orenda Education

Signature: Margina Escobar

Printed Name: Margina Escobar

Title: CFO

Date: May 25, 2018

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Robert Chody

Signature of Official: [Signature]

Date: 5-30-18, 2018

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

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____

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

Commissioners Court - Regular Session

26.

Meeting Date: 06/05/2018

Statewide Interoperability Channel Plan and Memorandum of Understanding

Submitted For: Jarred Thomas

Submitted By: Jarred Thomas, Emergency Management

Department: Emergency Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing a memorandum of understanding between the State of Texas and Williamson County authorizing the use of the radios on the state-wide interoperability network, during a disaster or other times of emergency.

Background

An agreement between the State of Texas and Williamson County must be in place in order for radios owned and or operated on the county radio network to be used on other radio systems in the state. Conditions for use may be as a result of a disaster or other emergency situation. Additionally, fire departments that do not coincide with a local jurisdiction and that fall under the Williamson County Emergency Management plan will also be covered in this agreement.

Fiscal Impact

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

Attachments

Memorandum of Understanding

Radio addendum

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Jarred Thomas
Final Approval Date: 05/30/2018

Reviewed By

Wendy Coco

Date

05/30/2018 09:01 AM
Started On: 05/29/2018 02:30 PM



Texas Statewide Interoperability Channel Plan

For FCC Designated Public Safety Interoperability Channels 150 MHz – 800 MHz Bands

Developed By

**Texas Statewide Interoperability Executive Committee (TSIEC),
the Texas Interoperable Communications Coalition (TxICC), and
the Texas Department of Public Safety (TxDPS)**

Revised January 2018 (Change #19)

RECORD OF CHANGES

Texas Statewide Interoperability Channel Plan

CHANGE #	DATE OF CHANGE	CHANGE	DATE ENTERED
Issued	04-1-2005	Initial Issue	04-1-2005
1	4-6-2005	Deleted "narrowband" from phrase "narrowband 800", pg. 14.	4-6-2005
2	4-6-2005	Frequencies transposed in Figure 5, pgs. 15 & 30.	4-6-2005
3	4-6-2005	Deleted word "refarming" from "refarming order", pgs. 15 & 30.	4-6-2005
4	9-7-2006	Corrected error in 700 MHz channel frequencies, pgs. 13-14, & 29.	9-7-2005
5	6-10-2007	General edit; simplify provision for encryption; add new/changed channel labels, clarify 1/1/2013 deadlines	6-10-2007
6	9-25-2007	Name of plan changed to add the word "Statewide". General edit; Modified background note and text to require P25 NLT 1/1/2013; added tactical repeaters; dropped 700 MHz channels 1 MHz; changed 800 MHz NPSPAC channels by 15 MHz.	10-20-2007
7	01-22-2008	Corrected order of frequencies used in 8TAC95D and 8TAC96D. Extended transition date for P25 CAI digital until 1-1-2015. Changed VTAC17 and VTAC19 availability date to 7/1/2008.	01-22-2008
8	06-09-2008	Removed Texas Government Code Chapter 411.0105 (Public Safety Radio Communications Council)	06-09-2008
9	06-24-2008	Changed marine channel date due to FCC delay	06-24-2008
10	11-05-2008	Removed Marine channels from plan due to FCC rule amendments	11-05-2008
11	04-20-2009	Updated narrowbanding requirements for 1/1/2013	04-20-2009
12	08-31-11	Updated MOU language	08-31-11
13	03-06-12	Updated Modulation requirements, removed Digital P25 Requirements, Added Fed VHF Repeater, Changed Channel Coordination to IC, Updated SWIC	03-06-2012
14	03-22-12	<ul style="list-style-type: none"> • Changed Texas Law 1 to TXCALL1D and Texas Law 2 to 	03-22-12

		<p>TXCALL2D</p> <ul style="list-style-type: none"> • Added 'Office of the Texas SWIC' or 'TxICC' to SIEC references • Removed references to P25 compliance by 2015 • Added reference to compelling reason exception for P25 • Clarified wideband and narrowband for modulation and encryption • Added footnote about how to access additional VHF Repeater Channels in an emergency • Updated tables to ensure headings were consistent throughout • Created separator line for Repeater Base Configuration in Tables 2 and 5 • Separated Table 3 into two tables, changing the Tactical Repeater Configuration to Table 4 • Created a new Table 6 for Use within Border Area for Rebanding Border communications • Changed Emission Designator to 20K0F3E for 800 NPSPAC Interoperability Channels • Updated MOU language to clarify VFD signatures 	
15	1-25-13	<ul style="list-style-type: none"> • Fixed Portable channel table on page 19/20 to properly show mobile and repeater channels 	1-25-13
16	5-13-14	<ul style="list-style-type: none"> • Added Mobile Satellite Talkgroup, section 8 • Updated MOU to include MSAT • Added Statewide Radio ID Plan, section 9 • Added Acronym List, section 10 • Removed wideband and narrowband references • Updated table numbers to align with section numbers • Added VTAC17&17D 	5-13-14
17	5-27-15	<ul style="list-style-type: none"> • Added recommended short list of VHF and 700 channels for programming • Added 7CALL70 and 7CALL70D channels • Added text that 700 MHz interoperability channels must always use P25 CAI digital conventional Modulation • Removed emission designators 	5-27-15

		<p>11K2G2E and 11K3F3E</p> <ul style="list-style-type: none"> • Updated Station Class field in 700 MHz and 800 MHz channel tables from FX1T/MO to FB2T/MO and FX1T to FBT for direct channels • Indicated which 700 MHz channels should not be used within 70 miles of the US / Mexico border 	
18	12-07-17	<ul style="list-style-type: none"> • Updated Statewide Coordinated P25 Radio Unit Identification (ID) Plan guidance • Added new 700 MHz Air-to-Ground Channels • Added new UHF and VHF Federal Interoperability Channels • Added reminder: Fixed base repeaters as secondary use – all frequencies • Updated MOU to reflect new Air-to-Ground and Federal Interop Channels • Changed section headings to match with NIFOG color shading • Updated VHF and 800 MHz CTCSS tones in compliance with the NIFOG 	12-07-17
19	1-29-18	<ul style="list-style-type: none"> • Updated Federal Agency table 4.4 with correct RX frequency • Updated FM emission for new Federal Agency channels from 11K25F3E to 11K2F3E (*note the emission is published in the NIFOG is incorrect) • Updated Federal Agency tables 4.5 and 5.3 to list CTCSS tones. 	1-29-18

Texas Statewide Interoperability Channel Plan
For FCC Designated Public Safety Interoperability Channels 150 MHz – 800 MHz

Table of Contents

MEMORANDUM OF UNDERSTANDING.....7
 Purpose 7
 Authority 7
 Applicability..... 8
 Background 8
 Understandings 8
 Agreement..... 11
 Background Note to Users of the Texas Statewide Interoperability Channel Plan..... 12

1. *INTRODUCTION* 13

2. *GENERAL CONDITIONS FOR USE OF TEXAS DEPARTMENT OF PUBLIC SAFETY LICENSED INTEROPERABILITY CHANNELS*..... 15

 2.1. *Operational* 15

 2.2. *Co-Channel and Adjacent Channel Interference*..... 16

 2.3. *Calling Channels*..... 17

 2.4. *CTCSS Coded Squelch for VHF, UHF, and 800 MHz* 17

 2.5. *Modulation and Encryption* 18

 2.6. *Temporary Base and Repeater/Mobile Relay Stations* 18

 2.7. *Conditions for Use of VHF and UHF Federal Entity Interoperability Channels*..... 19

 2.7.1. *Requirements per the MOU between the State of Texas and the FCC* 19

 2.7.2. *Suggestions per the National Interoperability Field Operations Guide (NIFOG)*..... 19

3. *TRUNKED RADIO SYSTEMS*.....21

 3.1. *Statewide Coordinated P25 Radio Unit ID Range Management Plan*21

 Table 3.1: *Statewide Coordinated P25 Radio Unit IDs – Current Range Allocations*23

4. *VHF 150 MHz Channels – SPECIFIC GUIDELINES*26

 Table 4.1: *Recommended Short List of VHF Interoperability Channels for Texas Public Safety Agencies*.....28

 Table 4.2: *Complete list of VHF 150 MHz Simplex Interoperability Channels (12.5 kHz)*29

 Table 4.3: *VHF 150 MHz Repeater Pair Interoperability Channel Configuration (12.5 kHz)⁰⁰*.....30

 NEW! Table 4.4: *Federal Agency VHF Incident Response Interoperability Channels*31

 NEW! Table 4.5: *Federal Agency VHF Law Enforcement Interoperability Channels*31

5. *UHF 450 MHz Channels – SPECIFIC GUIDELINES*33

 Table 5.1: *UHF 450 MHz Interoperability Channels (12.5 kHz)*.....34

 NEW! Table 5.2: *Federal Agency UHF Incident Response Interoperability Channels*35

 NEW! Table 5.3: *Federal Agency UHF Law Enforcement Interoperability Channels*.....35

6. *700 MHz Channels – SPECIFIC GUIDELINES*36

 Table 6.1: *Recommended SHORT List 700 MHz Interoperability Channels for Texas Public Safety Agencies*37

 Table 6.2: *700 MHz Interoperability Channels (12.5 kHz)*38

 Table 6.3: *700 MHz Interoperability Channels (12.5 kHz)*42

7. *800 MHz Channels – SPECIFIC GUIDELINES* 45

<i>Table 7.1: 800 NPSPAC Interoperability Channels (20 kHz)</i>	46
<i>Table 7.2: 800 NPSPAC Interoperability Channels (20 kHz)</i>	47
8. Mobile Satellite (MSAT) Talkgroups – SPECIFIC GUIDELINES	48
<i>Table 8.1: Mobile Satellite Talkgroups</i>	48
9. INTEROPERABILITY CROSS-BAND SYSTEMS – SPECIFIC GUIDELINES	49
<i>9.1 Simple Cross-band Repeater</i>	50
<i>9.2 Mobile Tactical Interconnect or Radio Interoperability Gateway</i>	51
<i>9.3 Dispatch Console Patching</i>	52
10. LIST OF ACRONYMS	53

MEMORANDUM OF UNDERSTANDING
Texas Statewide Interoperability Channel Plan (TSICP)
(Original issue, April 1, 2005)

Texas Department of Public Safety
and the identified *Federal Agency, State Agency, Local Jurisdiction, or Emergency Service Organization*

Purpose

This Memorandum of Understanding (MOU) establishes permissions and guidelines for use of interoperability or mutual aid radio channels by:

- Local government jurisdictions and their associated emergency response agencies;
- State agencies in Texas and their associated emergency response organizations;
- Federal agency local units in Texas and their associated emergency response organizations,
- Local agency units in Texas and their associated emergency response organizations to use designated Federal interoperability channels, and;
- Private sector emergency response organizations licensed or otherwise entitled to operate in the Public Safety Pool as defined in Federal Communication Commission (FCC) Rules, Part 90 (47CFR, subpart B, paragraphs 90.15-90.20).

It imposes certain protocols, procedures, and obligations upon jurisdictions hereby authorized to use state-licensed radio channels held by the Texas Department of Public Safety (TxDPS).

This agreement supersedes any other previous versions of the MOU.

Authority

Execution of this agreement by state and local entities is authorized by Texas Government Code, Chapter 791 (local governments), Chapter 771 (state agencies), and Texas Government Code Chapter 411.0105 (Public Safety Radio Communications Council). This MOU satisfies FCC Part 90 rules for extending license privileges to others by agreement.

Federal agencies are permitted access to interoperability channels as authorized by the National Communications & Information Administration (NTIA) Manual, 47 CFR, Parts 2.102(c), 2.103; and 7.12. Federal agencies may execute this MOU and shall adhere to the attached guidelines.

Applicability

This MOU authorizes the use of certain radio frequencies by emergency response organizations as defined by the U.S. Department of Homeland Security's Office of Emergency Communications and the Texas Division of Emergency Management. Generally, this includes organizations in the following governmental disciplines:

**Emergency Management
Law Enforcement
Fire Service
Emergency Medical Services
Public Works / Transportation**

**Public Safety Communications
Public Health
Health Care
Hazardous Materials
Governmental Administration**

This MOU authorizes use of state-licensed frequencies for the purpose of coordination between emergency response agencies and resources. Such coordination may occur during interagency operations, en route travel, or on-incident communications in accordance with an Incident Communications Plan.

Background

The 77th Legislature, in an effort to provide for effective emergency radio communications by state agencies, called for an Interagency Radio Work Group (IRWG) to develop a state agency communications network. That group developed a preliminary plan that was accepted by the state IRWG and the Sheriffs' Association of Texas on March 27, 2001.

Subsequently, the IRWG determined that the state agency communications network should be expanded to include all public safety agencies in the state. This was accomplished by IRWG's development of the IRCIP of January, 2003.

In response to an FCC requirement for establishment of state / regional advisory committees, the Texas Interoperable Communications Coalition (TxICC) and the Texas Statewide Interoperable Communications Plan Executive Committee (SEC) were formally established as advisory committees to TxDPS.

The Texas Statewide Interoperability Channel Plan (TSICP), developed by the TxICC and included in this MOU, provides essential guidance for interoperable radio communications using VHF, UHF, 700 MHz, 800 MHz, and mobile satellite radio equipment for interagency coordination, en route travel, or on-incident communications.

Understandings

TxDPS will:

- Manage and maintain proper licenses for the use of the interoperability frequencies identified herein;
- Manage and maintain an accurate database of federal and state agencies and local government jurisdictions that have accepted and signed this MOU, and;
- Issue updates and revisions to the TSICP contained herein, upon request by the TxICC and the Director of the TxDPS.

Jurisdiction will:

- Participate in regional communications planning (generally arranged by a regional Council of Governments) that provides for regional radio communications interoperability.

- Manage use of the interoperability frequencies by its employees, ensuring compliance with the TSICP and federal / state / local laws, ordinances, and rules.
- Use the interoperability frequencies authorized hereby for their intended purpose of coordination between emergency response agencies and resources. Such coordination may occur during interagency operations, en route travel, or at the scene of an incident.
- Use the interoperability frequencies for operational and en route communications in accordance with local and regional policies and procedures.
- Use the interoperability frequencies for on-incident communications in accordance with the Incident Communications Plan established by the on-scene Incident Commander.
- Prioritize use of the interoperability frequencies:
 1. Emergency or urgent operation involving imminent danger to life or property;
 2. Disaster or extreme emergency operation requiring extensive interoperability and inter-agency communications;
 3. Special event, generally of a pre-planned nature;
 4. Joint training exercises, and
 5. Inter-agency and en route communications.
- Implement radio communications procedures consistent with the National Incident Management System (NIMS) and Incident Command System (ICS) including:
 - Use “plain language” without 10-codes or agency-specific codes/jargon;
 - Use the calling protocol: "Agency-Unit #, **this is** Agency-Unit #", rather than "Unit # **to** Unit #".

Examples: *"Bryan EMS 1605, this is Tyler Fire 2102"* or *"Incident Command, this is DPS 505"*
- Ensure that mobile, portable, and temporary base radios intended for use by agency leadership (officers) are configured with the appropriate in-band interoperability frequencies as found in the TSICP. This means that, as a minimum, the interoperable frequencies would be added to the day-to-day frequencies used by that entity.
- Ensure that interoperability calling channels are monitored at the Incident Command Post on major incidents requiring significant aid from agencies beyond routine local interoperability. Monitoring shall include one or more of the following:

CALLING CHANNEL NAME	USE
VCALL10	Analog VHF Calling Channel
UCALL40	Analog UHF Calling Channel
7CALL50	Digital P25 700 MHz Calling Channel
8CALL90	Analog National Calling Channel

Incident Command Post monitoring may be implemented using cross-band repeaters, communications operator console patching, or VHF/UHF/700/800 MHz fixed or mobile gateway.

It is suggested that the band-relevant interoperable call channel listed above be included in the 'home zone' used for day-to-day operations. This will enable radio users to easily turn to the interoperable channel on their mobile or portable radio when needed.

The parties mutually agree:

- Jurisdiction and TxDPS agree that their mutual interests will be furthered by continued coordination between the jurisdiction and the Office of the Texas Statewide Interoperability Coordinator (SWIC).
- Jurisdiction and TxDPS agree that this Memorandum of Understanding may be cancelled at any time, by written notice to the other party, or by subsequent agreements.
- Only one MOU per Jurisdiction or Governing Body is required to cover the departments and/or sub-agencies of each jurisdiction, as long as each department or sub-agency is listed on an accompanying attachment.

The attached *TSICP (Original Issue March 25, 2005)* is incorporated into this MOU in its entirety. The TSICP may be revised by TSICP Strategic Advisory Group (SAG) and TxDPS as needed, and revisions will be provided to Jurisdictions by TxDPS.

Should Jurisdiction elect to withdraw from this MOU because of TSICP revisions, notice shall be given by mail to:

Texas Department of Public Safety
Public Safety Communications Service
5805 N. Lamar Boulevard
Austin, TX 78752

Agreement

This Memorandum of Understanding was agreed to 1st day of May , 2018 .
 Please **complete, sign, scan, and then email THIS PAGE ONLY** as attached file to txswic@dps.texas.gov.

WHO SHOULD EXECUTE THIS AGREEMENT: Each jurisdiction must individually sign this agreement.

- An authorized representative of a City may sign for all public safety agencies in that city.
- A County may sign for volunteer fire departments (VFD) if the VFD is recognized in the county emergency management plan; however,
- A County CANNOT sign for all cities or other public safety agencies in the county that are not a part of county government since they are separate legal entities.
- A Council of Governments (COG) CANNOT sign for all jurisdictions within the COG.

Compliance with this TSICP and the SCIP are required to receive grant funds for communications equipment. Agencies and programmers should verify the latest version of these documents are being referenced; they can be found at <https://www.dps.texas.gov/LawEnforcementSupport/communications/interop/index.htm>

FOR JURISDICTION

Jurisdiction Name: Williamson County
 Authorized Signature: _____
 Print Name: Dan Gattis
 Title: County Judge
 Jurisdiction Address: 710 South Main Ste. 101
 Georgetown, TX 78626
 Phone: (512) 943-1550 e-mail: dgattis@wilco.org

Indicate the NUMBER of mobile, portable, temporary base, and/or mobile relay radios to be operated under TxDPS licenses or MSAT Authorization. For Federal Entity Interop and 700 Air-to-Ground channels, please mark the appropriate box with a checkmark or "X" if these channels are programmed or if programming is planned for the future.

	Mobile	Portable	Temporary Base- Mobile Relay	Federal Entity Interop Channels	700 Air-to-Ground Channels
150 MHz	546	71	23		N/A
450 MHz	10	0	5		N/A
700 MHz	530	42	46	N/A	
800 MHz NPSPAC	783		784	N/A	N/A
Mobile Satellite (MSAT)	3	0	0	N/A	N/A

(This information is required by TxDPS as a condition of its licenses from the FCC.)

TEXAS DEPARTMENT OF PUBLIC SAFETY AUTHORIZED SIGNATURE

Signature: _____

Todd M. Early, Director Public Safety Communications Service
 Texas DPS Law Enforcement Support Division, 5805 N. Lamar Boulevard, Austin, TX 78752

Background Note to Users of the Texas Statewide Interoperability Channel Plan

Nationwide, public safety communications is in a period of great change driven by FCC regulatory changes, new technology, and federal grant funding requirements.

Specifically:

- The Texas Interoperable Communications Coalition (TxICC) anticipates that all federal grants will soon require that grant funds be spent only for P25-compliant digital-capable equipment and advises all jurisdictions to purchase P25-compliant equipment.
- Hurricane Katrina re-emphasized the need for common mutual aid/interoperability channels in public safety radios. Also highlighted was the need for all public safety radio users to have common labels for these channels. In response to the U.S. Congress and to U.S. Department of Homeland Security, a national ANSI standard has been established for use in all jurisdictions within the United States.
http://www.npstc.org/download.jsp?tableId=37&column=217&id=17&file=11042-2017_CommonChannelNamingDocument.pdf . These names are reflected in this document.
- This Channel Plan is consistent with current regulatory requirements, technical standards, and grant guidelines as they are understood at the time of issue.

Texas Statewide Interoperability Channel Plan

For FCC Designated Public Safety Interoperability Channels 150 MHz–800 MHz

1. INTRODUCTION

This Channel Plan describes conditions and guidelines for use of state-licensed interoperability or mutual-aid radio channels by:

- Local government jurisdictions and their associated emergency response agencies;
- Federal agency offices in Texas and their associated emergency response organizations, and;
- Private emergency response organizations licensed or eligible to operate in the Public Safety Pool as defined in the Federal Communication Commission (FCC) Rules, Part 90, (47CFR, subpart B paragraphs 90.15-90.20). For further information on FCC public safety radio pool eligibility for statewide use of interoperability channels within Texas, see <http://wireless.fcc.gov/publicsafety/pspool.html>.

License privileges are extended to organizations that have executed an acceptable Memorandum of Understanding (MOU) with the Texas Department of Public Safety (TxDPS). These licenses provide for:

- Operation of VHF, UHF, 700 MHz band, and 800 MHz band radio equipment on interoperability or mutual aid channels within the boundaries of Texas;
- Operation of mobile, portable, temporary base, temporary repeater and temporary control station radios only. Fixed-base stations, such as dispatch points, PSAP's, etc., must be separately licensed by the jurisdiction, agency, or private emergency response organization, and
- Permanently-installed standby repeaters must be licensed separately.

By executing an acceptable MOU associated with this Texas Statewide Interoperability Channel Plan (TSICP), public safety entities may operate under existing FCC licenses issued to TxDPS:

<u>Channel Band</u>	<u>FCC License</u>
150 & 450 MHz	WQBC290
700MHz Narrowband	WPTZ776
¹ 700 MHz Air-to-Ground	TBD
800 MHz NPSPAC	WPGV572
800 MHz Mutual Aid	WQDW771

¹ The 700MHz Air-to-Ground license is not yet official, thus the license information is listed as TBD. However, if an agency is reprogramming radios before the official license is obtained, they can include these channels now, but are not able to use them until the license is officially in place.

By signing this MOU, entities agree to only use the interoperability channels for the purposes outlined herein, and are **NOT** to be used for routine day-to-day dispatch operations.

2. GENERAL CONDITIONS FOR USE OF TEXAS DEPARTMENT OF PUBLIC SAFETY LICENSED INTEROPERABILITY CHANNELS

By executing the MOU associated with this TSICP, signatories agree to abide by the following general conditions:

2.1. Operational

- Interoperability calling channels and tactical channels should be programmed into all mobile, portable, and temporary base radios operated by signatory agencies and organizations. At a minimum, the channels should be programmed into all radios that can reasonably be expected to be operated by an agency or organization leadership (officers, incident commanders, etc.).
- Use of the interoperability channels shall be limited to their designated purpose of coordination between emergency response agencies, dispatchers, and resources in the field. Such coordination may occur during en route travel, during exercises, or on-incident.
- The interoperability channels are not to be used for routine dispatch operations, but may be used by dispatchers for communications with personnel in the field, in accordance with local and regional policies and procedures. The interoperability tactical channels may be used for day-to-day emergency operations in the absence of higher priority events.
- Use of the interoperability channels shall be prioritized as follows:
 1. Emergency or urgent operation involving imminent danger to life or property;
 2. Disaster or extreme emergency operation requiring extensive interoperability and inter-agency communications;
 3. Special event, generally of a pre-planned nature;
 4. Joint training exercises;
 5. Inter-agency and en route communications in accordance with local and regional policies and procedures; and
 6. Day-to-day tactical communications on scene.
- Use of the interoperability channels for on-incident communications shall be in accordance with an Incident Communications Plan established by the on-scene incident commander. The controlling agency for an incident shall, through its Incident Commander, assign and/or reassign interoperability channels for each operational period as required to support incident operations.

- Radio communications procedures on the interoperability channels must be consistent with the National Incident Management System (NIMS) and Incident Command System (ICS) and shall be implemented, specifically including:
 - Use “plain or commonly understood language” without 10-codes or agency-specific codes/jargon, and
 - Use the calling order "Agency-Unit #, this is Agency-Unit #" calling order, rather than "Unit # to Unit #".

Example: "Bryan 1605 this is Tyler 2102" or "Incident Command this is DPS 505"

- Interoperability channels may be used only for voice traffic with the exception of specifically-identified data-only channels (see Tables 5.1 and 5.2). Paging, alert tones, and SCADA operations are not permitted on interoperability calling or tactical channels. Mobile data operations may be conducted on 700 MHz channels labeled for data in the tables. User-initiated telephone interconnect, e.g., phone patch, is not permitted on the interoperability channels.
- All mobile and portable radio equipment should employ a time-out timer set to limit transmission duration to a period of no greater than 120 seconds (2 minutes).
- To alleviate confusion, the standard channel names listed in this plan shall be used in all equipment to refer to individual channels. Previously used mutual-aid channel designations (Intercity, VTAC1, etc.), are no longer valid, and shall be removed from equipment in the field.
- Radios not capable of displaying alphanumeric channel labels should be placarded to indicate the channel names and their corresponding positions on the radio's channel selector switch.

2.2. Co-Channel and Adjacent Channel Interference

The statewide interoperability channels, Continuous Tone Coded Squelch System (CTCSS) tones, and Network Access Codes (NAC) are designated statewide under this plan and thus co-channel interference by/with other simultaneous incidents is possible. If effective radiated power (ERP) is limited to the minimum level required to maintain reliable communications at each incident, and given adequate geographic separation, coordinated co-channel operations at separate incidents and venues may be conducted successfully.

If interference to the interoperability channels from licensed users who are signatory to this plan occurs during an incident, those licensed users should consider their communications to be secondary to emergency interoperability traffic on the interoperability channels.

Co-channel and adjacent channel interference issues during an incident or event must be resolved by the on-scene designated COM-L. TxDPS should immediately be notified of interference to the interoperability channels in order to assist in resolution of the problem.

2.3. Calling Channels

Initial radio contact during travel to or arrival at an emergency incident may be established on an appropriate interoperability calling channel.

- **Calling channels designated as VCALL10, UCALL40, 7CALL50, and 8CALL90 are intended to provide for local and itinerant-user communications with local public safety dispatchers. TXCALL1D is designated as a mobile-to-mobile Calling Channel. TXCALL2D is designated as a Calling Channel for state and federal aircraft to/from a base station. It also will serve as a backup to VCALL10 for other applications.**
- Additionally, the calling channels may be used by responding emergency resources seeking to make contact with the Incident Command Post or staging area(s) at a large-scale incident.
- If a region (or an adjacent region) has jurisdictions that use VHF equipment, the channel VCALL10 should be continually monitored by appropriate dispatch points within the affected regions.
- If a region (or an adjacent region) has jurisdictions that use UHF equipment, the channel UCALL40 should be continually monitored by appropriate dispatch points within the affected regions.
- If a region (or an adjacent region) has jurisdictions that use 700 MHz band equipment, the channel 7CALL50 should be continually monitored by appropriate dispatch points within the affected regions.
- If a region (or an adjacent region) has jurisdictions that use 800 MHz equipment, the channel 8CALL90 should be continually monitored by appropriate dispatch points within the affected regions.

2.4. CTCSS Coded Squelch for VHF, UHF, and 800 MHz

CTCSS shall be used on the interoperability calling and tactical channels to mask interference, in accordance with the figures and dates listed in this plan.

The CTCSS tone of 156.7 Hz shall be used for all analog operation on VHF **simplex**, all UHF, and 800 MHz interoperability channels (including fixed, temporary, mobile, and portable analog transmitters). For VHF **repeater** CTCSS and channel programming, see Table 4.4.

- CTCSS tone programming for VHF, UHF, and 800 MHz must be in compliance with the NIFOG version 1.6.1 and any subsequent revisions by **January 2020**.
- It is recommended that if the capability exists, a monitor button should be programmed to allow channel monitoring in open carrier squelch, per FCC Rules, Part 90.

Only the CTCSS tones identified in this channel plan are allowed on the interoperability channels within the state. These tones and codes shall not be changed nor others added by an individual agency, communications vendor, or maintenance service provider.

2.5. Modulation and Encryption

This plan identifies allowable modulation and encryption on calling and tactical channels:

- VHF/UHF Analog Modulation at 2.5 kHz is mandatory on all calling and tactical channels to facilitate interoperability with legacy radio equipment in the field.
- 800 MHz Calling Channels: Analog Modulation at 4 kHz is mandatory on all calling and tactical channels to facilitate interoperability with legacy radio equipment in the field.
- 700 MHz interoperability channels must always use P25 CAI digital conventional Modulation.
 - The TIA 102 standard is the Project 25 standard. The following list includes but is not all encompassing of proprietary formats that do not meet the TIA 102 P25 standard: NEXEDGE, IDAS, MOTOTRBO, TETRA, EDACS, OPENSky, ASTRO 3600, and DMR.
- For occasional pre-planned events where communications security is an issue, encrypted P25 Phase 1 CAI modes are authorized on tactical channels. Specific encryption algorithms and encryption keys shall be as defined by the event COM-L.

2.6. Temporary Base and Repeater/Mobile Relay Stations

Temporary base stations and repeater/mobile relay stations are permitted by the MOU associated with this channel plan, with the following conditions or restrictions:

- Temporary base stations and temporary repeater/mobile relays antennas may not exceed 13.3 meters (40 feet) above terrain or structure.
- Temporary base stations and temporary repeater/mobile relays that are deployed under this plan may not exceed FCC licensed limitations:

	<u>Transmitter Power</u>	<u>Effective Radiated Power (ERP)</u>
○ VHF	50	100
○ UHF	100	200
○ 700 MHz P25	35	35
○ 800 MHz Temp Base	35	35
○ 800 MHz Repeater	75	75

- Temporary base stations and repeater/mobile relay stations must incorporate automatic station identification, using the appropriate call sign(s) per FCC Rules, Part 90.
- Temporary base and repeater/mobile relay stations shall have a time-out timer limiting transmit duration to no greater than 120 seconds (2 minutes).
- Temporary base and repeater/mobile relay stations, when operating in the repeater mode, shall be configured to immediately drop transmit carrier upon cessation of input signal (no “hang

time”). Reasonable squelch hang time for weak received signals or signals that have achieved a critical bit error rate (BER) is permitted.

- Temporary base stations, repeaters or mobile relays must utilize manual switching or dedicated RF control links, wire line, microwave, fiber, or satellite circuits as a means of primary control. Interoperability channels shall not be enabled, disabled, or muted by any over-the-air signaling device (selective or dual-tone multi-frequency signaling, etc.) as a primary means of control.
- Temporary base and repeater/mobile relay stations shall not be left in permanent operation and must be disabled upon conclusion of an incident or exercise. Permanently installed Standby Repeaters, if identified in regional interoperability plans, must be separately licensed. Contact Texas DPS RF/Technical Services at 512-424-7134 for assistance.
- End-of-transmission “courtesy tones” or “beeps” are not allowed on any interoperability channel.

2.7. Conditions for Use of VHF and UHF Federal Entity Interoperability Channels

2.7.1. Requirements per the MOU between the State of Texas and the FCC

Consistent with Section 4.3.16 of the NTIA Manual, the Parties agree that they shall abide but the following conditions for the use of the Federal Interoperability Channels listed in tables 4.4 and 4.5 for VHF, and tables 5.2 and 5.3 for UHF of this TSICP:

1. These channels are available for use among Federal agencies and between Federal agencies and non-Federal entities with which Federal agencies have a requirement to operate.
2. These channels are available to non-Federal entities to enable joint Federal / non-Federal operations for law enforcement and incident response, subject to the condition that harmful interference will not be caused to Federal stations.
3. These channels are restricted to interoperability communications and are not authorized for routine or administrative uses as defined by the NTIA Manual.
4. Extended operations and congestion may lead to frequency conflicts. Coordination with NTIA (through sponsoring Federal agency) is required to resolve these conflicts.
5. Only narrowband emissions are to be used on the Federal Entity Interoperability Channels
6. This MOU does not authorize the provisioning or use of the frequencies listed in tables 4.4, 4.5, 5.2, and 5.3 in any permanent infrastructure.
7. Default operation should be carrier squelch receive, CTCSS 167.9 transmit. If the user can enable/disable CTCSS without reprogramming the radio, the indicated CTCSS tone also could be programmed for receive, and the user instructed on how and when to enable/disable.

Federal Agency Interoperability channels may NOT be used for State-to-State, State-to-Local, or Local-to-Local interoperability. A Federal entity must be involved when these channels are used.

2.7.2. Suggestions per the National Interoperability Field Operations Guide (NIFOG)

1. The “VHF Incident Response (IR) Federal Interoperability Channel Plan”, the “UHF Incident Response (IR) Federal Interoperability Channel Plan”, the “VHF Law

Enforcement (LE) Federal Interoperability Channel Plan”, and the “UHF Law Enforcement (LE) Federal Interoperability Channel Plan” show frequencies available for use by all Federal agencies to satisfy law enforcement and public safety incident response interoperability requirements. These frequencies will be referred to hereinafter as “Federal Interoperability Channels”.

2. **The Federal Interoperability Channels are available for use among Federal agencies and between Federal agencies and non-federal entities with which Federal agencies have a requirement to operate.**
3. The channels are available to non-federal entities to enable joint Federal/non-federal operations for law enforcement and incident response, subject to the condition that harmful interference will not be caused to Federal stations. These channels are restricted to interoperability communications and are not authorized for routine or administrative uses.
4. Extended operations and congestion may lead to frequency conflicts. Coordination with NTIA is required to resolve these conflicts.
5. Only narrowband emissions are to be used on the Federal Interoperability Channels.
6. Equipment used (transmitters and receivers) must meet the standards established in Section 5.3.5.2 of the NTIA Manual:
 - a. T I A/E I A 603-B for narrowband analog;
 - b. T I A TSB 102.CAAB-A for narrowband digital
7. A complete listing of conditions for use by Federal users can be found in Section 4.3.16 of the NTIA Manual.
8. Use of these frequencies within 75 miles of the Canadian border and 5 miles of the Mexican border require special coordination and in some cases will not be available for use.

Law Enforcement Plans

1. Frequencies 167.0875 MHz (Channel Name: LE A) and 414.0375 MHz (Channel Name: LE B) are designated as National Calling Channels for initial contact and will be identified in the radio as indicated in the Law Enforcement Federal Interoperability Channel Plans.
2. Initial contact communications will be established using narrowband analog FM emission (11K2F3E).
3. The interoperability channels will be identified in mobile and portable radios as indicated in the Law Enforcement Federal Interoperability Channel Plans with Continuous Tone-Controlled Squelch Systems (CTCSS) frequency 167.9 Hz and/or Network Access Code (NAC) \$68F (1679₁₀).

Incident Response Plans

1. Frequencies 169.5375 MHz (Channel Name: NC 1) (paired with 164.7125 MHz) and 410.2375 MHz (Channel Name: NC 2) (paired with 419.2375 MHz) are designated as the calling channels for initial contact and will be identified in the radio as indicated in the Incident Response Federal Interoperability Channel Plans.
2. Initial contact will be established using narrowband analog FM emission (11K2F3E).
3. To ensure access by stations from outside the normal area of operation, Continuous Tone-Controlled Squelch Systems (CTCSS) will not be used on the calling channels.
4. The interoperability channels will be identified in mobile and portable radios as indicated in the “VHF Incident Response (IR) Federal Interoperability Channel Plan” and the “UHF Incident Response (IR) Federal Interoperability Channel Plan”.

3. TRUNKED RADIO SYSTEMS

3.1. Statewide Coordinated P25 Radio Unit ID Range Management Plan

WHAT:

The Statewide Coordinated P25 Radio Unit ID² Range Management Plan is an effort to coordinate the distribution of unique identifiers for P25 subscriber radios across the state of Texas. P25 IDs are assigned to create service for a subscriber on a P25 network. P25 subscribers come in a variety of forms, including portable handheld radios, mobile radios, consolettes, and console operator positions.

The Project 25 Standard defines just over 16 million unit IDs which can be used by any one system. For proper operation, subscriber devices **MUST** be using a **UNIQUE** identifier, which functions exactly like a telephone number. The Statewide Coordination Plan pre-allocates the IDs in blocks by COG, which can then be further subdivided as desired.

The Statewide Coordinated P25 Radio Unit ID Plan **ONLY** applies to the coordination of ID Ranges, and does not address, and is not intended to, coordinate, allocate, or otherwise control the activation or allocation of individual Radio IDs.

WHY:

The purpose of this initiative is to reduce duplication of IDs across the state so that each P25 subscriber and mobile ID has a unique identifier, and such that each user can use the assigned P25 Unit ID no matter where they are operating in the state.

The Agencies that have implemented this approach have experienced a number of benefits:

- **Allows Distributed Governance and Local Control Over ID Ranges** – The primary goal of this approach is to achieve both the benefits of centralized coordination, while allowing local and regional controls over range management.
- **Improved Disaster Response Times** – This method greatly simplifies the mechanisms for enabling First Responders to operate on different systems throughout the State, saving precious time during disaster response.
- **One ID per Radio** – System owners only need to track one Radio Unit ID per radio, which makes tracking and managing radios, users, and radio programming profiles (“codeplugs”) much easier.
- **Reduces Duplicate Radio Unit IDs** – Time and troubleshooting efforts are greatly reduced for radio system support teams.
- **Simplifies Management & Allocation** – Helps eliminate errors in assigning IDs because they are organized into the Radio Unit ID fleetmap³ structure.
- **Easier to Connect Systems** – For systems that are already coordinated, this approach removes one of the significant obstacles to integrating systems, which is the need to coordinate and reprogram Radio Unit IDs in order to remove duplications.
- **Improves Recovery of Lost or Stolen radios, Reduces Security Risk** – Allows a lost, or stolen device to be disabled or inhibited across multiple networks increasing the likelihood of recovery and without worry of “disabling” an authorized local, radio subscriber unit.

² The term “ID” is an abbreviation for “Identifier” in P25, a term rarely used and so just “ID” is used here.

³ In this instance, fleetmap refers to P25 Radio Unit ID fleetmaps.

- **Enables quick identification of a Home jurisdiction by ID Range** – Entities are able to determine the subscriber’s jurisdiction by viewing the leading numbers of the P25 Unit ID because they are allocated by COG/Tribe/Jurisdiction.

HOW:

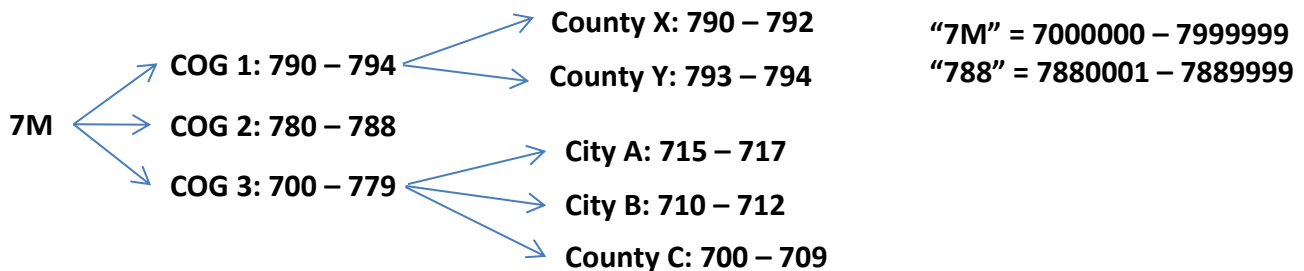
Some COGs have begun allocating ID ranges from within their allocated range at the ‘million level,’ further dividing their range by creating ranges for counties and cities, as desired.

COGs that share an allocated ‘million level’ range with other COGs must first coordinate to determine which COG will have which block of ID ranges within the ‘million level’ range.

Once the COG-level ID range is known, each COG can determine how they prefer to address ID range ownership and range management. To implement the Plan, points of contact at the COG and, in many cases, county level must be identified to manage the allocation of ID ranges.

Some regions may have one point of contact to own the range at the COG level and manage all IDs that are assigned to agencies across the COG. In other areas, there may be multiple range owners within the geography range of the COG – at the county, city, and agency levels.

The graphic below is **only an example** to illustrate the concept of ID allocation beginning at the ‘million level’ range down to the agency level. This illustration uses a shorthand nomenclature; examples are shown at right.



While the concept of dividing and allocating an ID range seems relatively simple, there needs to be strict attention to detail and specific tracking of ID range assignments to ensure successful ID range allocations. There are numerous real world scenarios where ID range assignments were not carefully managed and extensive problems arose, from both a financial perspective and the level of effort to repair the problems.

To prevent this from happening in other areas, tools are being developed to assist entities in allocating and managing ID ranges and to determine the appropriate point of contact to obtain a range of IDs. These tools will be made available at:

www.dps.texas.gov/LawEnforcementSupport/communications/interop/

WHEN:

The State has not established a deadline for migration to coordinated ID range management. For existing radios using uncoordinated IDs, the change requires radio reprogramming. Because it is understood that radios across the state may not be able to be reprogrammed immediately, it is strongly encouraged that entities reprogram radios with new IDs as their radios are programmed for other or additional reasons.

As radios are reprogrammed, it is EXTREMELY important that the entity reprogramming the radios obtain the latest version of the TSICP and verify if any necessary channel programming updates must be made to be in compliance with the TSICP. **Grant funding is evaluated based upon verification of radio programming compliance with the TSICP, including compliance with the Statewide Coordinated P25 Radio Unit ID Range Management Plan.**

The table below shows the allocation of Statewide Coordinated P25 Radio Unit IDs at the millions level or “M” ranges. The M range indicates the leading one or two digits and are allocated as below, as of the publication date of this document. A brief description of each range and an explanation of the acronyms is provided following the table.

Table 3.1: Statewide Coordinated P25 Radio Unit IDs – Current Range Allocations

Range Abbreviation	P25 UNIT ID RANGE		Allocation
	Low	High	
<i>Legacy (0M)</i>	<i>0000001</i>	<i>0999999</i>	<i>uncoordinated</i>
1M	1000000	1999999	HGAC, TxWARN
2M	2000000	2999999	TxWARN, HGAC, BVCOG / BVWACS, ETMC, MTA
3M	3000000	3999999	DETCOG, ETCOG, SETRPC
4M	4000000	4999999	Unallocated
5M	5000000	5999999	TxDPS, State, Tribal & Federal Agencies
6M	6000000	6999999	AACOG, CBCCOG
7M	7000000	7999999	ATCOG, NCTCOG, CONNCT, TEXOMA, FWRRS
8M	8000000	8999999	LRGVDC, LCRA
9M	9000000	9999999	PBRPC, RGCG
10M	10000000	10999999	GATRRS, GCRPC, CAPCOG, CTCOG, HOTCOG
11M	11000000	11999999	STDC, MRGDC, GATRRS
12M	12000000	12999999	CVCOG, WTCOG, NORTEX

13M	13000000	13999999	Reserved for system level temporary usage (ISSI)
14M	14000000	14999999	PRPC, SPAG
15M	15000000	15999999	Unallocated
16M	16000000	16077700	Unallocated

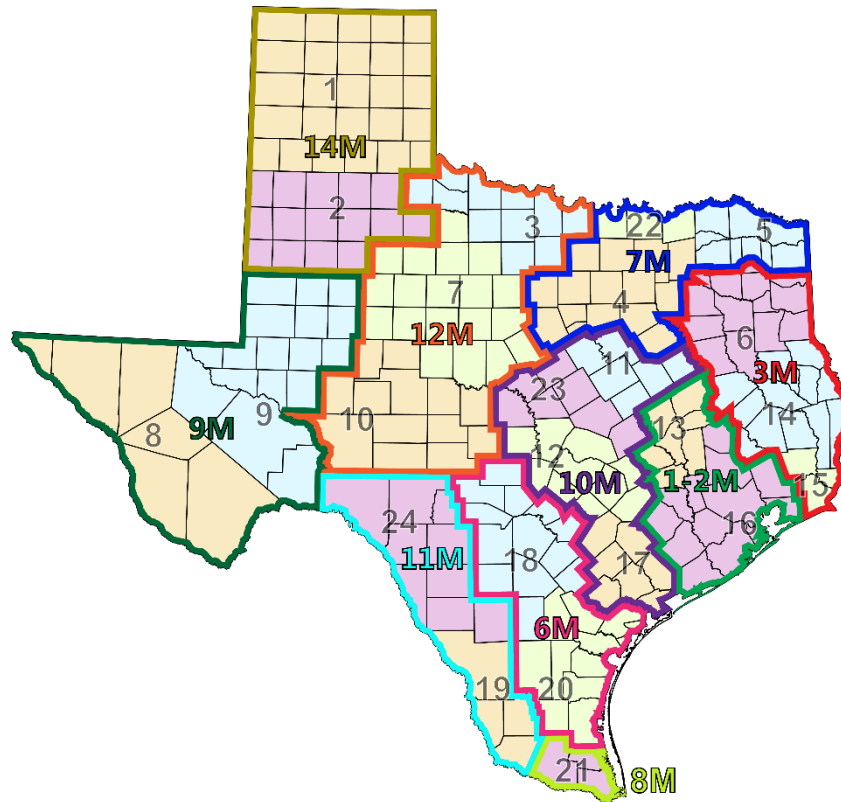
Range Allocation Descriptions

- **Legacy “0M”** – This is the range used by systems prior to or instead of the unique range allocation approach. These IDs are only 7 digits in length and lead with a “0” or null characters. This range is uncoordinated.
- **1M Range** – These IDs are used by the Harris County TxWARN system and are allocated to cities and counties in the Harris-Galveston Area Council (HGAC) COG. The range is fully allocated and in active use on TxWARN.
- **2M Range** – This range is used by the Brazos Valley Council of Governments (BVCOG), the Brazos Valley Wireless Access Communications System (BVWACS), the East Texas Medical Center (ETMC) and the Metropolitan Transit Authority (MTA). Some ranges are in active use on TxWARN.
- **3M Range** – The 3M IDs are allocated to the East Texas COG (ETCOG), Deep Texas COG (DETCOG) and South East Texas Regional Planning Commission (SETRPC).
- **5M Range** – Texas DPS manages this range which is allocated to TxDPS, other Texas State Agencies, Tribal Agencies, and Federal Agencies (all).
- **6M Range** – The 6M Range is allocated to the Alamo Area Council of Governments (AACOG), supporting the greater San Antonio region, and Coastal Bend COG, (CBCOG), supporting a vulnerable part of the Gulf Coast. Part of this allocation geographically overlaps with LCRA range 8M.
- **7M Range** – The 7M Range is allocated to the North Central region surrounding the Dallas/Fort Worth area, North Central Texas COG (NCTCOG), the Ark-Tex COG (ATCOG) and the Texoma Council of Governments (TEXOMA). Primary ID range and coordination is provided by the CONNCT consortium and the Fort Worth Regional Radio System (FWRRS).
- **8M Range** – The 8M range is allocated to the LCRA P25 system and the Lower Rio Grande Valley Development Council (LRGVDC).
- **9M Range** – The Rio Grande Council of Governments (RGCG) and Permian Basin Regional Planning Commission (PBRPC) have split this range into equal parts.
- **10M Range** – The 10M range begins the 8-digit IDs. The range has been allocated to the Central Texas COG (CTCOG), Heart of Texas COG (HOTCOG), Capital Area COG (CAPCOG), the Greater Austin Travis Regional Radio System (GATRRS), and the Golden Crescent Regional Planning Commission (GCRPC). Two counties, Karnes and Wilson from AACOG have also been allocated to this range.
- **11M Range** – The 11M range is allocated to the South Texas Development Council (STDC) and the Middle Rio Grande Development Council (MRGDC) with county by county allocations.
- **12M Range** – Concho Valley COG (CVCOG), Nortex Regional Planning Commission (NORTEX) and West Central Texas COG (WCTCOG)

- **13M Range** – For temporary system use, including ISSI roaming.
- **14M Range** – The 14M range is allocated to the northern parts of the state, accommodating the Panhandle Regional Planning Commission (PRPC) and the South Plains Association of Governments (SPAG).

Note: The 4M, 13M, 15M and 16M ranges remain unallocated.

Coordinated P25 ID Allocations by COG



Notes & Assumptions

The following notes and assumptions are provided to explain the source and status of the Current Range table presented below.

- **Process Applies to ID Range Allocations** – This process has been developed to coordinate the assignment of the ID Ranges, rather than the activation of IDs into a device for operation on P25 Network(s).
 - Many system owners provide and support both functions
 - Only system owners can authorize operation/Unit ID activations
- **Subject to Change** – The range allocations will be updated and further defined by various stakeholder entities. Please contact the Texas SWIC Office for most current view.
- **Levels of Implementation Varies** – Some ranges are fully implemented and support thousands of operating radios, some ranges have not been implemented beyond this allocation document.
- **Please Submit Corrections & Suggestions** – Should you have a need for a range allocation or you have an update to this suggested approach, please contact the Texas SWIC Office.

4. VHF 150 MHz Channels – SPECIFIC GUIDELINES

The VHF channels described in Table 4.2 are licensed for simplex or half-duplex operation as indicated. These may be used in accordance with regional interoperability plans. Table 4.1 includes the recommended “short list” of VHF interoperable channels.

All channels may be used in conjunction with a temporary patch or temporary gateway connection, provided that they do not cause interference. **None of the interoperability channels may be used for routine dispatch operations.**

Note the following:

- Table 4.1 outlines the recommended short list of VHF channels that all Texas public safety agencies should program into their VHF capable radios. For radios with limited channel capacity, these channels may be the only ones programmed. For larger-capacity radios, it is recommended that these channels be programmed into the **first VHF** zone in the radio.
 - With larger channel capacity radios, where possible, it is also recommended that other VHF zones are populated in numerical order, regardless of discipline association. (e.g. VFIRE24, VFIRE25, VFIRE26, VMED28, VMED29, VLAW31, VLAW32, etc.)
 - Users should also be aware that even though some channels have a discipline associated with the name (LAW, FIRE, MED, etc.), ALL disciplines can still use those channels when specified by the COML or incident commander.
- The VHF interoperability channels VCALL10 through TXCALL2D are identified for interoperability use within Texas. The channel VCALL10 is designated by this plan as a multi-discipline, multi-agency public safety interoperability calling channel for all public safety agencies and other signatories to the MOU associated with this channel plan.
- The tactical channels, except where designed for use with state and federal aircraft ONLY, are identified by this plan as multi-discipline, multi-agency public safety interoperability tactical channels for all public safety agencies and other signatories to the MOU associated with this channel plan. The tactical channels may be used for day-to-day agency operations, secondary to users at higher priority incidents requiring interoperability. Additionally, these channels can only be used in the manner intended with this plan. Using them for local repeater inputs or outputs is not allowable.
- At large incidents, all of the tactical channels including those that are identified by discipline (Law, Fire, and Med) may be assigned by the on-incident commander as needed without regard to discipline.
- **VFIRE26 is designated for tactical Ground-to-Air/Air-to-Ground communications with State and Federal aircraft ONLY.**
- **VMED28, in addition to being a medical tactical and mutual aid channel, is also designated for Ground-to-Air communications with EMS helicopters and other aircraft that may be assigned to an incident or event.**

- TXCALL1D will be used as a calling channel for mobile-to-mobile applications. This will provide a common channel for an interagency/inter-discipline mobile to call another mobile, especially while in travel status. It is recommended for all VHF mobile radios to have this calling channel programmed into them and have the ability to be monitored while in scan mode.
- TXCALL2D is designated as a Calling Channel for state and federal aircraft to/from a base station.
- Mobile Command Posts (MCPs) should monitor VCALL10 at all times when in Operation. They should have equipment to transmit and receive all VHF interoperable simplex and repeater channels.
- National standards for interoperability channel names have been adopted so that all public safety equipment has a common naming convention. In accordance with APCO/NPSTC 1.104.2-2017, these labels are listed in the Tables below and all participating agencies must use these labels.
- Federal agency channels identified in tables 4.4 and 4.5 should only be used per the guidelines listed in pages 18 – 19 of this document.

Table 4.1: Recommended Short List of VHF Interoperability Channels for Texas Public Safety Agencies

- To enable efficient and effective use of interoperability channels when multiple disciplines and jurisdictions respond to an incident, it is recommended that this short list of channels be the first channels programmed into VHF radios.
- For agencies with radios that are limited to 16 channels, these may be the only channels programmed.
- For radios with larger channel capacity, it is recommended that these 16 channels be programmed into the first VHF zone, and the channels on the following tables to be programmed in remaining available zones.

Ch #	Label (Channel Name / Trunked Radio System Talkgroup)	RX Freq	RX Tone/NAC	TX Freq	TX Tone/NAC	Mode (A, D, M)	Use
1	VCALL10	155.7525	156.7	155.7525	156.7	A	Calling Channel
2	VTAC11	151.1375	156.7	151.1375	156.7	A	Generic Public Safety Tactical
3	VTAC12	154.4525	156.7	154.4525	156.7	A	Generic Public Safety Tactical
4	VTAC13	158.7375	156.7	158.7375	156.7	A	Generic Public Safety Tactical
5	VTAC14	159.4725	156.7	159.4725	156.7	A	Generic Public Safety Tactical
6	VFIRE21	154.2800	156.7	154.2800	156.7	A	Fire Tactical
7	VFIRE22	154.2650	156.7	154.2650	156.7	A	Fire Tactical
8	VFIRE23	154.2950	156.7	154.2950	156.7	A	Fire Tactical
9	VFIRE26	154.3025	156.7	154.3025	156.7	A	Fire Tactical and Air-to-Ground with State & Federal Aircraft ONLY
10	VMED28	155.3400	156.7	155.3400	156.7	A	Medical Tactical & Air-to-Ground with Medical Aircraft
11	VMED29	155.3475	156.7	155.3475	156.7	A	Medical Tactical
12	VLAW31	155.4750	156.7	155.4750	156.7	A	Law Enforcement Tactical
13	VLAW32	155.4825	156.7	155.4825	156.7	A	Law Enforcement Tactical
14	TXCALL1D	154.950	156.7	154.950	156.7	A	Generic Mobile Calling Channel
15	TXCALL2D	155.370	156.7	155.370	156.7	A	Flight-following and Air-to-Ground with State/Federal Aircraft ONLY
16	VTAC36	151.1375	156.7	159.4725	136.5	A	Generic Public Safety Repeater (Preferred 1 VHF)

**Table 4.2: Complete list of VHF 150 MHz Simplex Interoperability Channels (12.5 kHz)
Emission Designator 11K2F3E**

Mobile and Portable Configuration*					
Label	Receive	Transmit	Station Class	CTCSS RX /TX	Use
VCALL10	155.7525	155.7525	FBT / MO	156.7 / 156.7	Calling Channel
VTAC11	151.1375	151.1375	FBT / MO	156.7 / 156.7	Tactical Channel
VTAC12	154.4525	154.4525	FBT / MO	156.7 / 156.7	Tactical Channel
VTAC13	158.7375	158.7375	FBT / MO	156.7 / 156.7	Tactical Channel
VTAC14	159.4725	159.4725	FBT / MO	156.7 / 156.7	Tactical Channel
VTAC17 ⁴	161.8500	157.2500	FBT / MO	156.7 / 156.7	Tactical Channel
VTAC17D ⁵	161.8500	161.8500	FBT / MO	156.7 / 156.7	Tactical Channel
VFIRE21	154.2800	154.2800	FBT / MO	156.7 / 156.7	Tactical Channel
VFIRE22	154.2650	154.2650	FBT / MO	156.7 / 156.7	Tactical Channel
VFIRE23	154.2950	154.2950	FBT / MO	156.7 / 156.7	Tactical Channel
VFIRE24	154.2725	154.2725	FBT / MO	156.7/ 156.7	Tactical Channel
VFIRE25	154.2875	154.2875	FBT / MO	156.7 / 156.7	Tactical Channel
VFIRE26	154.3025	154.3025	FBT / MO	156.7 / 156.7	Tactical Channel (for Air-to-Ground with state/federal Aircraft ONLY)
VMED28	155.3400	155.3400	FBT / MO	156.7 / 156.7	Tactical Channel (and for Air-to-Ground use)
VMED29	155.3475	155.3475	FBT / MO	156.7 / 156.7	Tactical Channel
VLAW31	155.4750	155.4750	FBT / MO	156.7 / 156.7	Tactical Channel
VLAW32	155.4825	155.4825	FBT / MO	156.7 / 156.7	Tactical Channel
TXCALL1D	154.9500	154.9500	FBT / MO	156.7 / 156.7	Mobile-to-Mobile Calling Channel
TXCALL2D	155.3700	155.3700	FBT / MO	156.7 / 156.7	Primary: Flight following between State and Federal aircraft. Secondary: Air-to-Ground for State/Federal Aircraft

⁴ **Allowable use for VTAC17 and VTAC17D:** Base stations: 50 watts max, antenna HAAT 400 feet max. Mobile stations: 20 watts max, antenna HAAT 15 feet max. These channels are for tactical use and may not be operated on board aircraft in flight. These channels use narrowband FM and are available only in certain inland areas at least 100 miles from a major waterway. These channels use the same frequencies as VHF Marine channel 25, which uses wideband FM. Use only in authorized counties listed below. In these authorized areas, interoperability communications have priority over grandfathered public coast and public safety licensees.

⁵ **VTAC17 and VTAC17D may ONLY be used in the following counties:** Andrews Armstrong Bailey Borden Brewster Briscoe Callahan Carson Castro Childress Cochran Coke Collingsworth Concho Cottle Crane Crockett Crosby Culberson Dallam Dawson Deaf Dickens Donley Ector Edwards El Paso Fisher Floyd Gaines Garza Glasscock Gray Hale Hall Hansford Hartley Haskell Hockley Howard Hudspeth Hutchinson Irion Jeff Davis Jones Kent Kimble King Kinney Knox Lamb Lipscomb Loving Lubbock Lynn Martin McCulloch Menard Midland Mitchell Moore Motley Nolan Ochiltree Oldham Parmer Pecos Potter Presidio Randall Reagan Reeves Roberts Runnels Schleicher Scurry Sherman Sterling Stonewall Sutton Swisher Taylor Terrell Terry Tom Green Upton Val Verde Ward Wheeler Winkler Yoakum **(extracted from the National Interoperability Field Operations Guide <https://www.dhs.gov/national-interoperability-field-operations-guide>)**

Table 4.3: VHF 150 MHz Repeater Pair Interoperability Channel Configuration (12.5 kHz)⁽⁶⁾⁽⁷⁾

Emission Designator 11K2F3E

When assigning repeater channels, be aware that the VTAC33-38 repeater pairs are made up of various combinations of the simplex channels VTAC11, VTAC12, VTAC13 and VTAC14. Attention must be given to avoid assigning overlapping repeater channels and those simplex channels on the same incident or nearby incident.

CTCSS tone programming for VHF frequencies must be in compliance with the NIFOG version 1.6.1 and any subsequent revisions by January 2020.

Label	Receive	Transmit	Station Class	CTCSS RX /TX	Use
NOTE: The sub-audible tones of the following are different from simplex programming!					
Mobile and Portable Configuration					
VTAC33	159.4725	151.1375	FBT / MO	156.7 / 136.5	Tactical Repeater Secondary 1
VTAC34	158.7375	154.4525	FBT / MO	156.7 / 136.5	Tactical Repeater Secondary 2
VTAC35	159.4725	158.7375	FBT / MO	156.7 / 136.5	Tactical Repeater Secondary 3
VTAC36 ⁸	151.1375	159.4725	FBT / MO	156.7 / 136.5	Tactical Repeater Preferred 1
VTAC37	154.4525	158.7375	FBT / MO	156.7 / 136.5	Tactical Repeater Preferred 2
VTAC38	158.7375	159.4725	FBT / MO	156.7 / 136.5	Tactical Repeater Preferred 3
Repeater / Base Configuration					
VTAC33	151.1375	159.4725	FB2T	136.5 / 156.7	Tactical Repeater Secondary 1
VTAC34	154.4525	158.7375	FB2T	136.5 / 156.7	Tactical Repeater Secondary 2
VTAC35	158.7375	159.4725	FB2T	136.5 / 156.7	Tactical Repeater Secondary 3
VTAC36 ⁸	159.4725	151.1375	FB2T	136.5 / 156.7	Tactical Repeater Preferred 1
VTAC37	158.7375	154.4525	FB2T	136.5 / 156.7	Tactical Repeater Preferred 2
VTAC38	159.4725	158.7375	FB2T	136.5 / 156.7	Tactical Repeater Preferred 3

⁶ VTAC33-38 recommended for deployable tactical repeater use only (FCC Station Class FB2T). VTAC36-38 are preferred; VTAC33-35 should be used only when necessary due to interference.

⁷ In an emergency, additional Department of Defense VHF Repeater Channels (below 150.8 MHz) can be made available through coordination with the Communications Coordination Group (CCG). Please contact the CCG through your local Disaster District Committee. Alternate contact information is: ccg@dps.texas.gov and 512-424-2755.

⁸ VTAC36 repeater pair is the preferred repeater configuration for usage in Texas.

NEW! Table 4.4: Federal Agency VHF Incident Response Interoperability Channels

Ch #	Label	RX Freq	RX Tone/NAC *	TX Freq	TX Tone/NAC	Mode (A, D, M)	Use
1	NC 1	169.5375	CSQ	164.7125	167.9	A	Incident Calling
2	IR 1	170.0125	CSQ	165.2500	167.9	A	Incident Command
3	IR 2	170.4125	CSQ	165.9625	167.9	A	Medical Evacuation Control
4	IR 3	170.6875	CSQ	166.5750	167.9	A	Logistics Control
5	IR 4	173.0375	CSQ	167.3250	167.9	A	Interagency Convoy
6	IR 5	169.5375	CSQ	169.5375	167.9	A	Incident Calling – Direct for NC 1
7	IR 6	170.0125	CSQ	170.0125	167.9	A	Incident Command – Direct for IR 1
8	IR 7	170.4125	CSQ	170.4125	167.9	A	Medical Evacuation Control – Direct for IR 2
9	IR 8	170.6875	CSQ	170.6875	167.9	A	Logistics Control – Direct for IR 3
10	IR 9	173.0375	CSQ	173.0375	167.9	A	Interagency Convoy – Direct for IR 4

Default operation should be carrier squelch receive, CTCSS 167.9 transmit. If the user can enable/disable CTCSS without reprogramming the radio, the indicated CTCSS tone also could be programmed for receive, and the user instructed how and when to enable/disable. All channels on this page are NARROWBAND only.

NEW! Table 4.5: Federal Agency VHF Law Enforcement Interoperability Channels

Ch #	Label	RX Freq	RX Tone/NAC *	TX Freq	TX Tone/NAC	Mode (A, D, M)	Use
1	LE A	167.0875	CSQ	167.0875	167.9 Tx, CSQ Rx	A	Calling
2	LE 1	167.0875	CSQ	162.0875	167.9 Tx, CSQ Rx	A	Tactical
3	LE 2	167.2500	\$68F (1679 ₁₀)	162.2625	\$68F (1679 ₁₀)	D	Tactical
4	LE 3	167.7500	\$68F (1679 ₁₀)	162.8375	\$68F (1679 ₁₀)	D	Tactical
5	LE 4	168.1125	\$68F (1679 ₁₀)	163.2875	\$68F (1679 ₁₀)	D	Tactical
6	LE 5	168.4625	\$68F (1679 ₁₀)	163.4250	\$68F (1679 ₁₀)	D	Tactical
7	LE 6	167.2500	\$68F (1679 ₁₀)	167.2500	\$68F (1679 ₁₀)	D	Tactical – Direct for LE2
8	LE 7	167.7500	\$68F (1679 ₁₀)	167.7500	\$68F (1679 ₁₀)	D	Tactical – Direct for LE3
9	LE 8	168.1125	\$68F (1679 ₁₀)	168.1125	\$68F (1679 ₁₀)	D	Tactical – Direct for LE4
10	LE 9	168.4625	\$68F (1679 ₁₀)	168.4625	\$68F (1679 ₁₀)	D	Tactical – Direct for LE5

CTCSS on receive only if user selectable; else CSQ. **See “Conditions for Use of Federal Entity Interoperability Channels” on pages 18 – 19 of this document.** All channels on this page are NARROWBAND only.

5. UHF 450 MHz Channels – SPECIFIC GUIDELINES

The eight UHF channels described in Table 5.1 may be used in accordance with regional interoperability plans. However, users should recognize that in-coming resources from out-of-region may not yet be equipped with these channels.

All channels may be used in conjunction with a temporary patch or temporary gateway connection provided they do not cause interference. None of the interoperability channels may be used for routine dispatch operations. For UHF interoperability, the four repeater channels (with direct) described in Table 5.1 below will be used.

Note the following:

- The UHF interoperability channels UCALL40 through UTAC43 are identified for interoperability use within Texas. The channel UCALL40 is designated by this plan as a multi-discipline, multi-agency public safety interoperability calling channel for all public safety agencies and other signatories to the MOU associated with this channel plan.
- The tactical channels UTAC41 through UTAC43 are identified by this plan as multi-discipline, multi-agency public safety interoperability tactical channels for all public safety agencies and other signatories to the MOU associated with this channel plan. The tactical channels may be used as day-to-day emergency operations channels, secondary to users at higher priority incidents requiring interoperability. Additionally, these channels can only be used in the manner intended with this plan. Using them for local repeater inputs or outputs is not allowable.
- At large incidents, all tactical channels may be assigned by the on-incident commander as needed without regard to discipline.
- The channels UCALL40 and UCALL40D are designated as multi-discipline, multi-agency public safety interoperability calling channels for all public safety agencies and other signatories to the MOU associated with this channel plan.
- The UCALL40 channels are designated for interoperable UHF communications between mobile/portable radios and base stations, temporary base stations and incident commander.
- The tactical repeater channels UTAC41 – UTAC43 and talk-around channels UTAC41D-UTAC43D should be assigned by the incident commander.
- National standards for interoperability channel names have been adopted so that all public safety equipment has a common naming convention. In accordance with APCO/NPSTC 1.104.2-2017, these labels are listed in Table 5.1 and all participating agencies must use these labels.
- Federal agency channels identified in tables 5.2 and 5.3 should only be used per the guidelines listed in pages 18 – 19 of this document.

Table 5.1: UHF 450 MHz Interoperability Channels (12.5 kHz)

Emission Designator 11K2F3E

CTCSS tone programming for UHF channels must be in compliance with the NIFOG version 1.6.1 and any subsequent revisions by **January 2020**.

Label	Receive	Transmit	Station Class	CTCSS RX/TX	Use
Mobile and Portable Configuration					
UCALL40	453.2125	458.2125	FB2T / MO	156.7 / 156.7	Calling Channel (Repeater)
UCALL40D	453.2125	453.2125	FBT / MO	156.7 / 156.7	Calling Channel (Direct)
UTAC41	453.4625	458.4625	FB2T / MO	156.7 / 156.7	Tactical Repeater Channel
UTAC41D	453.4625	453.4625	FBT / MO	156.7 / 156.7	Tactical Repeater (Direct)
UTAC42	453.7125	458.7125	FB2T / MO	156.7 / 156.7	Tactical Repeater Channel
UTAC42D	453.7125	453.7125	FBT / MO	156.7 / 156.7	Tactical Repeater (Direct)
UTAC43	453.8625	458.8625	FB2T / MO	156.7 / 156.7	Tactical Repeater Channel
UTAC43D	453.8625	453.8625	FBT / MO	156.7 / 156.7	Tactical Repeater (Direct)
Repeater / Base Configuration					
UCALL40	458.2125	453.2125	FB2T	156.7 / 156.7	Mobile Command Post Calling Channel Base
UTAC41	458.4625	453.4625	FB2T	156.7 / 156.7	Incident Temporary Repeater Channels
UTAC42	458.7125	453.7125	FB2T	156.7 / 156.7	Incident Temporary Repeater Channels
UTAC43	458.8625	453.8625	FB2T	156.7 / 156.7	Incident Temporary Repeater Channels

NEW! Table 5.2: Federal Agency UHF Incident Response Interoperability Channels

Ch #	Label	RX Freq	RX Tone/NAC	TX Freq	TX Tone/NAC	Mode (A, D, M)	Use
1	NC 2	410.2375	CSQ	419.2375	167.9	A	Incident Calling
2	IR 10	410.4375	CSQ	419.4375	167.9	A	Ad hoc assignment
3	IR 11	410.6375	CSQ	419.6375	167.9	A	Ad hoc assignment
4	IR 12	410.8375	CSQ	419.8375	167.9	A	SAR Incident Command
5	IR 13	413.1875	CSQ	413.1875	167.9	A	Ad hoc assignment
6	IR 14	413.2125	CSQ	413.2125	167.9	A	Interagency Convoy
7	IR 15	410.2375	CSQ	410.2375	167.9	A	Incident Calling – Direct for NC 2 Calling
8	IR 16	410.4375	CSQ	410.4375	167.9	A	Ad hoc assignment – Direct for IR 10
9	IR 17	410.6375	CSQ	410.6375	167.9	A	Ad hoc assignment – Direct for IR 11
10	IR 18	410.8375	CSQ	410.8375	167.9	A	SAR Incident Command - Direct for IR 12

Default operation should be carrier squelch receive, CTCSS 167.9 transmit. If the user can enable/disable CTCSS without reprogramming the radio, the indicated CTCSS tone also could be programmed for receive, and the user instructed how and when to enable/disable. All channels on this page are NARROWBAND only.

NEW! Table 5.3: Federal Agency UHF Law Enforcement Interoperability Channels

Ch #	Label	RX Freq	RX Tone/NAC*	TX Freq	TX Tone/NAC	Mode (A, D, M)	Use
1	LE B	414.0375	CSQ	414.0375	167.9	A	Calling
2	LE 10	409.9875	CSQ	418.9875	167.9	A	Tactical
3	LE 11	410.1875	\$68F (1679 ₁₀)	419.1875	\$68F (1679 ₁₀)	D	Tactical
4	LE 12	410.6125	\$68F (1679 ₁₀)	419.6125	\$68F (1679 ₁₀)	D	Tactical
5	LE 13	414.0625	\$68F (1679 ₁₀)	414.0625	\$68F (1679 ₁₀)	D	Tactical
6	LE 14	414.3125	\$68F (1679 ₁₀)	414.3125	\$68F (1679 ₁₀)	D	Tactical
7	LE 15	414.3375	\$68F (1679 ₁₀)	414.3375	\$68F (1679 ₁₀)	D	Tactical
8	LE 16	409.9875	\$68F (1679 ₁₀)	409.9875	\$68F (1679 ₁₀)	D	Tactical - Direct for LE 10 Analog
9	LE 17	410.1875	\$68F (1679 ₁₀)	410.1875	\$68F (1679 ₁₀)	D	Tactical - Direct for LE 11
10	LE 18	410.6125	\$68F (1679 ₁₀)	410.6125	\$68F (1679 ₁₀)	D	Tactical - Direct for LE 12

CTCSS on receive only if user selectable; else CSQ. **See “Conditions for Use of Federal Entity Interoperability Channels” on pages 18 – 19 of this document.** All channels on this page are NARROWBAND only.

6. 700 MHz Channels – SPECIFIC GUIDELINES

For 700 MHz interoperability, the 32 repeater channels, with their associated 32 direct channels, are described in Table 6.1 below. Table 6.1 includes the corresponding Tactical Repeater Configuration. Table 6.1 includes the recommended “short list” of 700 MHz channels.

Note the following:

- 700 MHz interoperability channels are identified by the FCC for interoperability use within Texas. All fixed 700 MHz interoperable channel locations must be reviewed by the Office of the Texas SWIC prior to implantation. Some of these interoperable channels may already be licensed by multiple agencies for interoperability use throughout the state.
- All 700 MHz interoperability channels are to be used as multi-discipline, multi-agency public safety interoperability calling channels for all public safety agencies and other signatories to the MOU associated with this channel plan. These channels are designated for interoperable 700 MHz communications between mobile/portable radios and base stations, temporary base stations, and on-incident incident commander.
- Table 6.1 outlines the recommended short list of 700 MHz channels that all Texas public safety agencies should program in their 700 MHz capable radios. For radios with limited channel capacity, these channels may be the only ones programmed. For larger-capacity radios, it is recommended that these channels be programmed into the **first** 700MHz zone in the radio.
 - Where possible, it is also recommended that additional 700MHz zones are populated in numerical order, with Direct channels following their associated repeater channel, regardless of discipline association. (E.g. 7LAW62D,7FIRE63, 7FIRE63D, 7FIRE64, 7FIRE64D, 7MED65, 7MED65D)
 - Numerical order programming should continue through additional zones as local agencies are able and interested in programming all 700 MHz channels in their radios.
 - Users should also be aware that even though some channels have a discipline associated with the name (LAW, FIRE, MED, etc.), ALL disciplines can still use that channel when specified by the COML or incident commander.
- The tactical repeater channels and direct channels identified in Table 6.2 should be assigned on-incident by the incident commander.
- 700 MHz channels with a “+” indicated in the “Use” column should not be used within 70 miles of the US / Mexico border.
- National standards for interoperability channel names have been adopted so that all public safety equipment has a common naming convention. In accordance with APCO/NPSTC 1.104.2-2017, these labels are listed in the Tables below and all participating agencies must use these labels.

Table 6.1: Recommended SHORT List 700 MHz Interoperability Channels for Texas Public Safety Agencies

To enable efficient use of channels when multiple disciplines and jurisdictions respond to an incident, it is recommended that this short list of channels be the first channels programmed into 700 MHz radios. For agencies with radios that are limited to 16 channels, these may be the only channels programmed. For radios with larger channel capacity, it is recommended that these 16 channels be programmed into the first 700 MHz zone, and the channels on the following tables to be programmed in remaining available zones.

Mobile and Portable Configuration					
Label	Receive	Transmit	Station Class	P25 NAC Hex/Dec	Use
7CALL50	769.24375	799.24375	FB2T	\$293 / 659	Temporary Calling Channel Repeater
7CALL50D	769.24375	769.24375	FBT / MO	\$293 / 659	Calling Channel (Direct)
7TAC51	769.14375	799.14375	FB2T	\$293 / 659	Temporary Tactical Repeater
7TAC51D	769.14375	769.14375	FBT / MO	\$293 / 659	Tactical Channel (Direct)
7TAC52	769.64375	799.64375	FB2T	\$293 / 659	Temporary Tactical Repeater
7TAC52D	769.64375	769.64375	FBT / MO	\$293 / 659	Tactical Channel (Direct)
7TAC53	770.14375	800.14375	FB2T	\$293 / 659	Temporary Tactical Repeater
7TAC53D	770.14375	770.14375	FBT / MO	\$293 / 659	Tactical Channel (Direct)
7TAC54	770.64375	800.64375	FB2T	\$293 / 659	Temporary Tactical Repeater
7TAC54D	770.64375	770.64375	FBT / MO	\$293 / 659	Tactical Channel (Direct)
7TAC55	769.74375	799.74375	FB2T	\$293 / 659	Temporary Tactical Repeater
7TAC55D	769.74375	769.74375	FBT / MO	\$293 / 659	Tactical Channel (Direct)
7TAC56	770.24375	800.24375	FB2T	\$293 / 659	Temporary Tactical Repeater
7TAC56D	770.24375	770.24375	FBT / MO	\$293 / 659	Tactical Channel (Direct)
7GTAC57	770.99375	800.99375	FB2T	\$293 / 659	Temporary Tactical Repeater
7GTAC57D	770.99375	770.99375	FBT / MO	\$293 / 659	Tactical Channel (Direct)

Table 6.2: 700 MHz Interoperability Channels (12.5 kHz)

Emission Designator 8K10F1E

Mobile and Portable Configuration

Label	Receive	Transmit	Station Class	P25 NAC Hex/Dec	Use
7CALL50	769.24375	799.24375	FB2T / MO	\$293 / 659	Calling Channel
7CALL50D	769.24375	769.24375	FBT / MO	\$293 / 659	Calling Channel (Direct)
7TAC51	769.14375	799.14375	FB2T / MO	\$293 / 659	Tactical Repeater Channel
7TAC51D	769.14375	769.14375	FBT / MO	\$293 / 659	Tactical Channel (Direct)
7TAC52	769.64375	799.64375	FB2T / MO	\$293 / 659	Tactical Repeater Channel
7TAC52D	769.64375	769.64375	FBT / MO	\$293 / 659	Tactical Channel (Direct)
7TAC53	770.14375	800.14375	FB2T / MO	\$293 / 659	Tactical Repeater Channel
7TAC53D	770.14375	770.14375	FBT / MO	\$293 / 659	Tactical Channel (Direct)
7TAC54	770.64375	800.64375	FB2T / MO	\$293 / 659	Tactical Repeater Channel
7TAC54D	770.64375	770.64375	FBT / MO	\$293 / 659	Tactical Channel (Direct)
7TAC55	769.74375	799.74375	FB2T / MO	\$293 / 659	Tactical Repeater Channel
7TAC55D	769.74375	769.74375	FBT / MO	\$293 / 659	Tactical Channel (Direct)
7TAC56	770.24375	800.24375	FB2T / MO	\$293 / 659	Tactical Repeater Channel
7TAC56D	770.24375	770.24375	FBT / MO	\$293 / 659	Tactical Channel (Direct)
7GTAC57	770.99375	800.99375	FB2T / MO	\$293 / 659	Tactical Repeater Channel
7GTAC57D	770.99375	770.99375	FBT / MO	\$293 / 659	Tactical Channel (Direct)
7MOB59	770.89375	800.89375	FB2T / MO	\$293 / 659	Tactical Repeater Channel
7MOB59D	770.89375	770.89375	FBT / MO	\$293 / 659	Tactical Channel (Direct)
7LAW61	770.39375	800.39375	FB2T / MO	\$293 / 659	Tactical Repeater Channel
7LAW61D	770.39375	770.39375	FBT / MO	\$293 / 659	Tactical Channel (Direct)

**Table 6.2 (cont.)
700 MHz Interoperability Channels (12.5 kHz)**

Emission Designator 8K10F1E

Mobile and Portable Configuration					
Label	Receive	Transmit	Station Class	P25 NAC Hex/Dec	Use
7LAW62	770.49375	800.49375	FB2T / MO	\$293 / 659	Tactical Repeater Channel
7LAW62D	770.49375	770.49375	FBT / MO	\$293 / 659	Tactical Channel (Direct)
7FIRE63	769.89375	799.89375	FB2T / MO	\$293 / 659	Tactical Repeater Channel
7FIRE63D	769.89375	769.89375	FBT / MO	\$293 / 659	Tactical Channel (Direct)
7FIRE64	769.99375	799.99375	FB2T / MO	\$293 / 659	Tactical Repeater Channel
7FIRE64D	769.99375	769.99375	FBT / MO	\$293 / 659	Tactical Channel (Direct)
7MED65	769.39375	799.39375	FB2T / MO	\$293 / 659	Tactical Repeater Channel
7MED65D	769.39375	769.39375	FBT / MO	\$293 / 659	Tactical Channel (Direct)
7MED66	769.49375	799.49375	FB2T / MO	\$293 / 659	Tactical Repeater Channel
7MED66D	769.49375	769.49375	FBT / MO	\$293 / 659	Tactical Channel (Direct)
7DATA69	770.74375	800.74375	FB2T / MO	\$293 / 659	Tactical Data Repeater Channel
7DATA69D	770.74375	770.74375	FBT / MO	\$293 / 659	Tactical Data Channel (Direct)
7CALL70	773.25625	803.25625	FX1T / MO	\$293 / 659	Tactical Data Repeater Channel
7CALL70D	773.25625	773.25625	FBT / MO	\$293 / 659	Tactical Data Channel (Direct)
7TAC71	773.10625	803.10625	FB2T / MO	\$293 / 659	Tactical Repeater Channel+
7TAC71D	773.10625	773.10625	FBT / MO	\$293 / 659	Tactical Channel (Direct)
7TAC72	773.60625	803.60625	FB2T / MO	\$293 / 659	Tactical Repeater Channel+
7TAC72D	773.60625	773.60625	FBT / MO	\$293 / 659	Tactical Channel (Direct)
7TAC73	774.10625	804.10625	FB2T / MO	\$293 / 659	Tactical Repeater Channel+
7TAC73D	774.10625	774.10625	FBT / MO	\$293 / 659	Tactical Channel (Direct)

**Table 6.2 (cont.)
700 MHz Interoperability Channels (12.5 kHz)**

Emission Designator 8K10F1E

Mobile and Portable Configuration					
Label	Receive	Transmit	Station Class	P25 NAC Hex/Dec	Use
7TAC74	774.60625	804.60625	FB2T / MO	\$293 / 659	Tactical Repeater Channel
7TAC74D	774.60625	774.60625	FBT / MO	\$293 / 659	Tactical Channel (Direct)
7TAC75	773.75625	803.75625	FB2T / MO	\$293 / 659	Tactical Repeater Channel+
7TAC75D	773.75625	773.75625	FBT / MO	\$293 / 659	Tactical Channel (Direct)
7TAC76	774.25625	804.25625	FB2T / MO	\$293 / 659	Tactical Repeater Channel+
7TAC76D	774.25625	774.25625	FBT / MO	\$293 / 659	Tactical Channel (Direct)
7GTAC77	774.85625	804.85625	FB2T / MO	\$293 / 659	Tactical Repeater Channel
7GTAC77D	774.85625	774.85625	FBT / MO	\$293 / 659	Tactical Channel (Direct)
7MOB79	774.50625	804.50625	FB2T / MO	\$293 / 659	Tactical Repeater Channel
7MOB79D	774.50625	774.50625	FBT / MO	\$293 / 659	Tactical Channel (Direct)
7LAW81	774.00625	804.00625	FB2T / MO	\$293 / 659	Tactical Repeater Channel+
7LAW81D	774.00625	774.00625	FBT / MO	\$293 / 659	Tactical Channel (Direct)
7LAW82	774.35625	804.35625	FB2T / MO	\$293 / 659	Tactical Repeater Channel+
7LAW82D	774.35625	774.35625	FBT / MO	\$293 / 659	Tactical Channel (Direct)
7FIRE83	773.50625	803.50625	FB2T / MO	\$293 / 659	Tactical Repeater Channel+
7FIRE83D	773.50625	773.50625	FBT / MO	\$293 / 659	Tactical Channel (Direct)
7FIRE84	773.85625	803.85625	FB2T / MO	\$293 / 659	Tactical Repeater Channel+
7FIRE84D	773.85625	773.85625	FBT / MO	\$293 / 659	Tactical Channel (Direct)

**Table 6.2 (cont.)
700 MHz Interoperability Channels (12.5 kHz)**

Emission Designator 8K10F1E

Mobile and Portable Configuration					
Label	Receive	Transmit	Station Class	P25 NAC Hex/Dec	Use
7MED86	773.00625	803.00625	FB2T / MO	\$293 / 659	Tactical Repeater Channel+
7MED86D	773.00625	773.00625	FBT / MO	\$293 / 659	Tactical Channel (Direct)
7MED87	773.35625	803.35625	FB2T / MO	\$293 / 659	Tactical Repeater Channel+
7MED87D	773.35625	773.35625	FBT / MO	\$293 / 659	Tactical Channel (Direct)
7DATA89	774.75625	804.75625	FB2T / MO	\$293 / 659	Tactical Data Repeater Channel
7DATA89D	774.75625	774.75625	FBT / MO	\$293 / 659	Tactical Data Channel (Direct)

NOTE: Channels with a "+" indicated in the "Use" column should not be used within 70 miles of the US / Mexico Border.

The remainder of this page is intentionally blank

Table 6.3: 700 MHz Interoperability Channels (12.5 kHz)

Emission Designator 8K10F1E

Temporary Calling Channel / Tactical Repeater Configuration					
Label	Transmit	Receive	Station Class	P25 NAC Hex/Dec	Use
7CALL50	769.24375	799.24375	FB2T	\$293 / 659	Temporary Calling Channel Repeater
7TAC51	769.14375	799.14375	FB2T	\$293 / 659	Temporary Tactical Repeater
7TAC52	769.64375	799.64375	FB2T	\$293 / 659	Temporary Tactical Repeater
7TAC53	770.14375	800.14375	FB2T	\$293 / 659	Temporary Tactical Repeater
7TAC54	770.64375	800.64375	FB2T	\$293 / 659	Temporary Tactical Repeater
7TAC55	769.74375	799.74375	FB2T	\$293 / 659	Temporary Tactical Repeater
7TAC56	770.24375	800.24375	FB2T	\$293 / 659	Temporary Tactical Repeater
7GTAC57	770.99375	800.99375	FB2T	\$293 / 659	Temporary Tactical Repeater
7MOB59	770.89375	800.89375	FB2T	\$293 / 659	Temporary Tactical Repeater
7LAW61	770.39375	800.39375	FB2T	\$293 / 659	Temporary Tactical Repeater
7LAW62	770.49375	800.49375	FB2T	\$293 / 659	Temporary Tactical Repeater
7FIRE63	769.89375	799.89375	FB2T	\$293 / 659	Temporary Tactical Repeater
7FIRE64	769.99375	799.99375	FB2T	\$293 / 659	Temporary Tactical Repeater
7MED65	769.39375	799.39375	FB2T	\$293 / 659	Temporary Tactical Repeater
7MED66	769.49375	799.49375	FB2T	\$293 / 659	Temporary Tactical Repeater
7DATA69	770.74375	800.74375	FB2T	\$293 / 659	Temporary Tactical Data Repeater
7CALL70	773.25625	803.25625	FB2T	\$293 / 659	Temporary Calling Channel
7TAC71	773.10625	803.10625	FB2T	\$293 / 659	Temporary Tactical Repeater+
7TAC72	773.60625	803.60625	FB2T	\$293 / 659	Temporary Tactical Repeater+
7TAC73	774.10625	804.10625	FB2T	\$293 / 659	Temporary Tactical Repeater+
7TAC74	774.60625	804.60625	FB2T	\$293 / 659	Temporary Tactical Repeater

**Table 6.3 (cont.)
700 MHz Interoperability Channels (12.5 kHz)**

Emission Designator 8K10F1E

Temporary Calling Channel / Tactical Repeater Configuration					
Label	Transmit	Receive	Station Class	P25 NAC Hex/Dec	Use
7TAC75	773.75625	803.75625	FB2T	\$293 / 659	Temporary Tactical Repeater+
7TAC76	774.25625	804.25625	FB2T	\$293 / 659	Temporary Tactical Repeater+
7GTAC77	774.85625	804.85625	FB2T	\$293 / 659	Temporary Tactical Repeater
7MOB79	774.50625	804.50625	FB2T	\$293 / 659	Temporary Tactical Repeater
7LAW81	774.00625	804.00625	FB2T	\$293 / 659	Temporary Tactical Repeater+
7LAW82	774.35625	804.35625	FB2T	\$293 / 659	Temporary Tactical Repeater+
7FIRE83	773.50625	803.50625	FB2T	\$293 / 659	Temporary Tactical Repeater+
7FIRE84	773.85625	803.85625	FB2T	\$293 / 659	Temporary Tactical Repeater+
7MED86	773.00625	803.00625	FB2T	\$293 / 659	Temporary Tactical Repeater+
7MED87	773.35625	803.35625	FB2T	\$293 / 659	Temporary Tactical Repeater+
7DATA89	774.75625	804.75625	FB2T	\$293 / 659	Temporary Tactical Data Repeater

NOTE: Channels with a "+" indicated in the "Use" column should not be used within 70 miles of the US / Mexico Border.

NEW! Table 6.4: 700 MHz Interoperability Channels (12.5 kHz)
Air-to-Ground

Label	Mobile RX (MHz)	Mobile TX (MHz)	Use
7AG58	769.13125	799.13125	Air-Ground
7AG58D	769.13125	769.13125	Air-Ground
7AG60	769.63125	799.63125	Air-Ground
7AG60D	769.63125	769.63125	Air-Ground
7AG67	770.13125	800.13125	Air-Ground
7AG67D	770.13125	770.13125	Air-Ground
7AG68	770.63125	800.63125	Air-Ground
7AG68D	770.63125	770.63125	Air-Ground
7AG78	773.11875	803.11875	Air-Ground
7AG78D	773.11875	773.11875	Air-Ground
7AG80	773.61875	803.61875	Air-Ground
7AG80D	773.61875	773.61875	Air-Ground
7AG85	774.11875	804.11875	Air-Ground
7AG85D	774.11875	774.11875	Air-Ground
7AG88	774.61875	804.61875	Air-Ground
7AG88D	774.61875	774.61875	Air-Ground Landing Zone

* 7AG88D is recommended for **Landing Zone** use.

TX NAC: \$293 (659 10). RX NAC \$F7E (3966 10). These channels are reserved for air-ground communications to be used by low-altitude aircraft and ground based stations: See FCC rule 90.531(7). (i) Airborne use of these channels is limited to aircraft flying at or below **457 meters (1500 feet) above ground level**. (ii) **Aircraft are limited to 2 watts effective radiated power (ERP)** when transmitting while airborne on these channels. (iii) Aircraft may transmit on either the mobile or base transmit side of the channel pair. (iv) States are responsible for the administration of these channels. *These are NOT nationwide interoperability channels.*

7. 800 MHz Channels – SPECIFIC GUIDELINES

For 800 MHz interoperability, the repeater channels (with direct) described in Table 7.1 below will be used. Table 7.2 includes descriptions for use within the Border Area (rebanding).

Note the following:

- 800 MHz interoperability channels are identified by the FCC for interoperability use within Texas. Some of these interoperable channels may already be licensed by multiple agencies for interoperability use throughout the state.
- The channel 8CALL90 is designated as a multi-discipline, multi-agency public safety interoperability calling channel for all public safety agencies and other signatories to the MOU associated with this channel plan.
- The tactical repeater channels 8TAC91 - 8TAC94 and talk-around channels 8TAC91D - 8TAC94D should be assigned on-incident by the incident commander.
- National standards for interoperability channel names have been adopted so that all public safety equipment has a common naming convention. In accordance with APCO/NPSTC 1.104.2-2017, these labels are listed in Tables 7.1 and 7.2 and all participating agencies must use these labels.

The remainder of this page is intentionally blank

**Table 7.1: 800 NPSPAC Interoperability Channels (20 kHz)
Emission Designator 16K0F3E**

CTCSS tone programming for 800 MHz channels must be in compliance with the NIFOG version 1.6.1 and any subsequent revisions by **January 2020**.

Label	Receive	Transmit	Station Class	CTCSS RX/TX	Use
8CALL90	851.0125	806.0125	FB2T / MO	156.7 / 156.7	Calling Channel (Repeater)
8CALL90D	851.0125	851.0125	FBT / MO	156.7 / 156.7	Calling Channel (Direct)
8TAC91	851.5125	806.5125	FB2T / MO	156.7 / 156.7	Incident Temporary Repeater Channel
8TAC91D	851.5125	851.5125	FBT / MO	156.7 / 156.7	Tactical Channel (Direct)
8TAC92	852.0125	807.0125	FB2T / MO	156.7 / 156.7	Incident Temporary Repeater Channel
8TAC92D	852.0125	852.0125	FBT / MO	156.7 / 156.7	Tactical Channel (Direct)
8TAC93	852.5125	807.5125	FB2T / MO	156.7 / 156.7	Incident Temporary Repeater Channel
8TAC93D	852.5125	852.5125	FBT / MO	156.7 / 156.7	Tactical Channel (Direct)
8TAC94	853.0125	808.0125	FB2T / MO	156.7 / 156.7	Incident Temporary Repeater Channel
8TAC94D	853.0125	853.0125	FBT / MO	156.7 / 156.7	Tactical Channel (Direct)
8TAC95D	851.5500	851.5500	MO	156.7 / 156.7	Incident Control Channel (Direct)*
8TAC96D	853.0500	853.0500	MO	156.7 / 156.7	Incident Control Channel (Direct)*
8TAC97D	853.3500	853.3500	MO	156.7 / 156.7	Incident Control Channel (Direct)*
Repeater / Base Configuration					
8CALL90	806.0125	851.0125	FB2T	156.7	Mobile Command Post Calling Channel Base
8TAC91	806.5125	851.5125	FB2T	156.7	Incident Temporary Repeater Channels
8TAC92	807.0125	852.0125	FB2T	156.7	
8TAC93	807.5125	852.5125	FB2T	156.7	
8TAC94	808.0125	853.0125	FB2T	156.7	

*These low-power mobile/portable channels may not be used in a repeater configuration nor patched with other channels through a gateway or patching device. ERP is limited to 20 watts and only mobile and portable operation is allowed. Base stations are not permitted.

**Table 7.2: 800 NPSPAC Interoperability Channels (20 kHz)
For Use within Border Area for Rebanding**

Emission Designator 16K0F3E

CTCSS tone programming for 800 MHz channels must be in compliance with the NIFOG version 1.6.1 and any subsequent revisions by **January 2020**.

Label TX / NIFOG*	Receive	Transmit	Station Class	CTCSS RX/TX	Use
8CALL / ICALL	866.0125	821.0125	FB2T / MO	156.7 / 156.7	Calling Channel (Repeater)
8CALLD / ICALLD	866.0125	866.0125	FBT / MO	156.7 / 156.7	Calling Channel (Direct)
8TAC1 / ITAC1	866.5125	821.5125	FB2T / MO	156.7 / 156.7	Incident Temporary Repeater Channel
8TAC1D / ITAC1D	866.5125	866.5125	FBT / MO	156.7 / 156.7	Tactical Channel (Direct)
8TAC2 / ITAC2	867.0125	822.0125	FB2T / MO	156.7 / 156.7	Incident Temporary Repeater Channel
8TAC2D / ITAC2D	867.0125	867.0125	FBT / MO	156.7 / 156.7	Tactical Channel (Direct)
8TAC3 / ITAC3	867.5125	822.5125	FB2T / MO	156.7 / 156.7	Incident Temporary Repeater Channel
8TAC3D / ITAC3D	867.5125	867.5125	FBT / MO	156.7 / 156.7	Tactical Channel (Direct)
8TAC4 / ITAC4	868.0125	823.0125	FB2T / MO	156.7 / 156.7	Incident Temporary Repeater Channel
8TAC4D / ITAC4D	868.0125	868.0125	FBT / MO	156.7 / 156.7	Tactical Channel (Direct)
Repeater / Base Configuration					
8CALL / ICALL	821.0125	866.0125	FB2T	156.7	Mobile Command Post Calling Channel Base
8TAC1 / ITAC1	821.5125	866.5125	FB2T	156.7	Incident Temporary Repeater Channels
8TAC2 / ITAC2	822.0125	867.0125	FB2T	156.7	
8TAC3 / ITAC3	822.5125	867.5125	FB2T	156.7	
8TAC4 / ITAC4	823.0125	868.0125	FB2T	156.7	

*TX naming convention preferred for Texas border region programming.

8. Mobile Satellite (MSAT) Talkgroups – SPECIFIC GUIDELINES

Table 8.1 below lists statewide, regional, and national MSAT talkgroups for use by Texas public safety agencies. Texas has two statewide mutual aid talkgroups: TXSMRT and INAGY. **TXSMRT** is used for communication between **Texas public safety agencies and private sector partners**, and **INAGY** is used by government agencies **ONLY**.

The talkgroups designated as SMART/SMRT (Satellite Mutual Aid Radio Talkgroup) are for multi-agency coordination during large-scale events or disasters, potentially involving public safety agencies at the regional and national levels.

Each agency should determine which talkgroups are best suited for their agency's needs and purpose.

Table 8.1: Mobile Satellite Talkgroups

MSAT Talkgroup Name (7 char. Radio)	Legacy MSAT Talkgroup Name* (5 char. Radio)	Authorizing Agency	Agencies Supported	Use
00	00	DPS Operations	All Texas Public Safety and Private Sector Partners	Point-to-Point 4-digit DN call feature. No per-minute cost for DN calls
DPS1	DPS1	DPS Operations	DPS	Incident Command / Calling Channel
DPS2	DPS2	DPS Operations	DPS	DPS Daily Use
TFS1	TFS1	TFS EOC	TFS	TFS Daily Use
TEEX1	TEEX1	TEEX	TTF1, TTF2, Quick Response Force & Water	TEEX-TTF1 Search and Rescue Calling Channel
STRAC1	STRC1	STRAC Comms	STRAC and San Antonio Area Public Safety	STRAC Daily Use Calling Channel
STRAC2	STRC2	STRAC Comms	STRAC Regional	Regional Medical
INAGY	INAGY	TFS EOC	TFS and Texas Public Safety Agencies	Interagency Coordination (Texas only)
TXSMRT	TXSMT	DPS Operations	All Texas Public Safety and Private Sector Partners	Statewide Channel for Public and Private Sector
G-SMART	GSMRT	LA Homeland Security and Emergency Preparedness	Gulf Coast Regional Agencies	Gulf States Public Safety Mutual Aid Regional / National
SWSMART	SWSMT	Contra Costa (CA) Fire Protection District	Southwest Regional Agencies	Southwest Public Safety Mutual Aid
I-SMART	ISMRT	Seattle Public Utilities	Regional / National Agencies	Critical Infrastructure Mutual Aid
E-SMART	ESMRT	KY Dept. of Public Health	Regional / National Agencies	EMS Mutual Aid
F-SMART	FSMRT	Seattle Fire Dept.	Regional / National Agencies	Fire Service Mutual Aid

J-SMART	JSMRT	U.S. Dept. of Justice	All Gov't and Public Safety Regional / National Agencies	Public Safety Mutual Aid Regional
L-SMART	LSMRT	U. S. Marshals Service	All LE Regional / National Agencies	LE Enforcement Mutual Aid
U-SMART	USMRT	Montgomery Co. (MD) Fire & Rescue	All Urban Search and Rescue Regional / National Agencies	Urban Search and Rescue Mutual Aid
NPHST2	NPH	KY Dept. for Public Health	All Health Depts. and Medical Facilities Regional / National Agencies	Public Health Mutual Aid TG

* Abbreviated names are for older MSAT radios that have less than 7-character capacity for talkgroup names.

Obtaining Access to MSAT Talkgroups

To obtain access, please follow the process found at this link.

<http://www.txdps.state.tx.us/LawEnforcementSupport/communications/interop/>

Note: Authorization letters need to be obtained before scheduling on-air programming for the radios.

9. INTEROPERABILITY CROSS-BAND SYSTEMS – SPECIFIC GUIDELINES

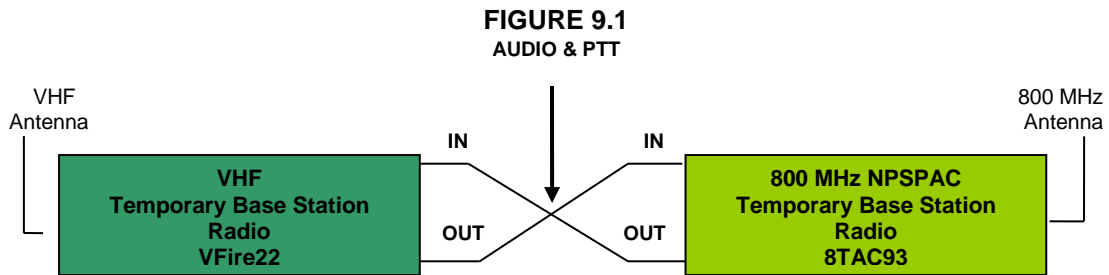
Cross-band interconnection between radio equipment operating under state-licensed channels is authorized with three conditions:

- Cross-band operation is authorized as may be required to interconnect channels identified in this channel plan, and interconnect to other channels that may be required on a particular incident. On incidents, tactical channels and other local channels may be interconnected at the direction of the incident commander.
- Cross-band operation should conform to planning requirements, as established in a RICP, typically produced by a regional COG.
- Patching to/between interoperability tactical channels and local radio systems is permitted during incidents or events involving interagency personnel, if so directed by the incident commander. This is only allowed through concurrence from the system manager / dispatch center.
- 800 MHz NPSPAC (conventional) channels may be cross-banded with other interoperability channels. **Caution should be used when performing in-field cross-band connections with VHF/700/800 MHz trunked channels due to potential push-to-talk (PTT) delay.**
- Supervised gateways, console-initiated patching or cross-band repeating of tactical channels to tactical channels in other bands is permitted under positive control of a trained dispatcher or on-incident Communications Unit Leader (COML). A dispatcher or COML who establishes such a calling channel patch must be capable of disabling the patch in the event of unexpected or unacceptable interference on any of the patched calling channels.

Cross-band interconnections can be implemented in several ways:

9.1 Simple Cross-band Repeater

This approach interconnects two radios “back-to-back” such that received signals on either receiver are re-transmitted by the other transmitter.



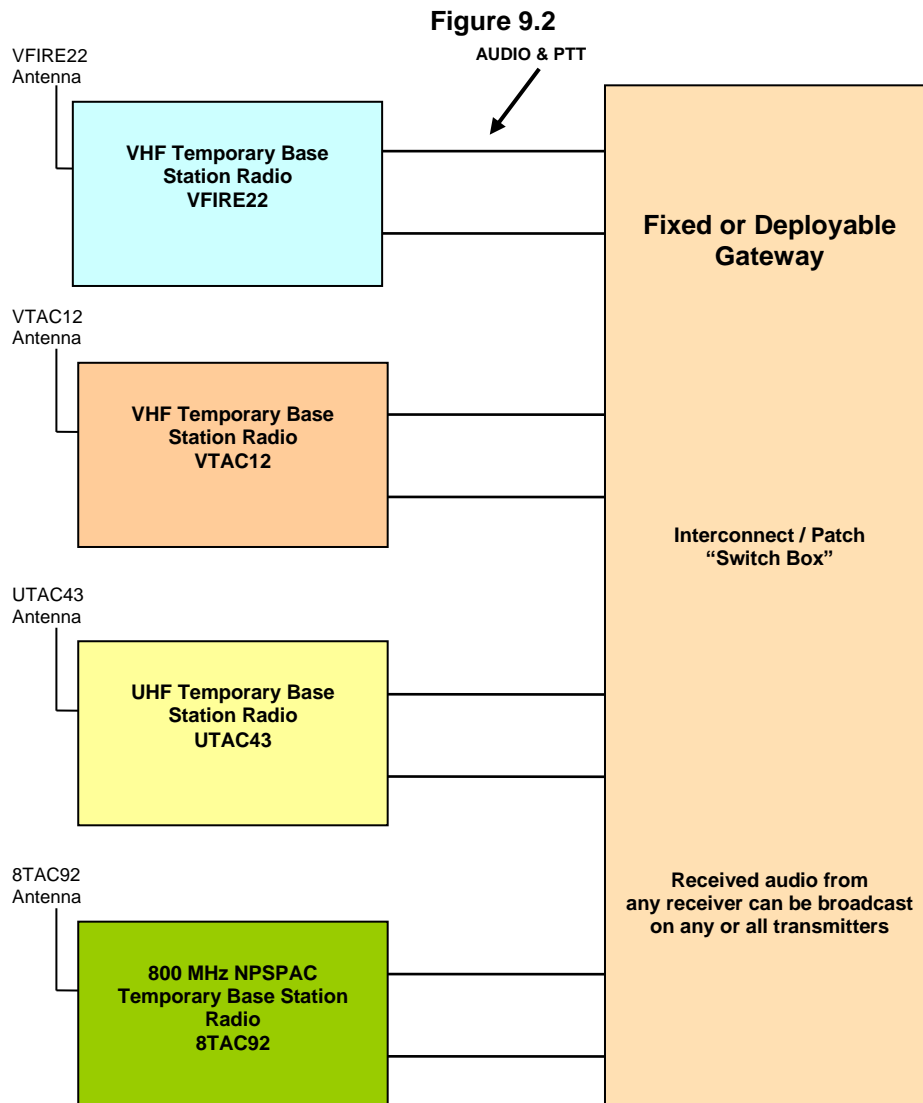
Simple Cross-Band Repeater

Operationally, the two channels selected will seem to be one channel, as long as all radio users are within the coverage “footprint” of the cross-band repeater and antennas. Some PTT delay should be expected. In this example, two tactical channels are interconnected to enable tactical communications between resources equipped with differing equipment.

9.2 Mobile Tactical Interconnect or Radio Interoperability Gateway

This approach interconnects several radios “back-to-back” so that received signals on any receiver are re-transmitted by all selected transmitters.

Operationally, all channels selected will seem to be one channel, as long as all radio users are within the coverage “footprint” of the antennas being used. Some PTT delay should be expected. In this example, several tactical channels are interconnected to enable tactical communications between resources equipped with differing equipment.

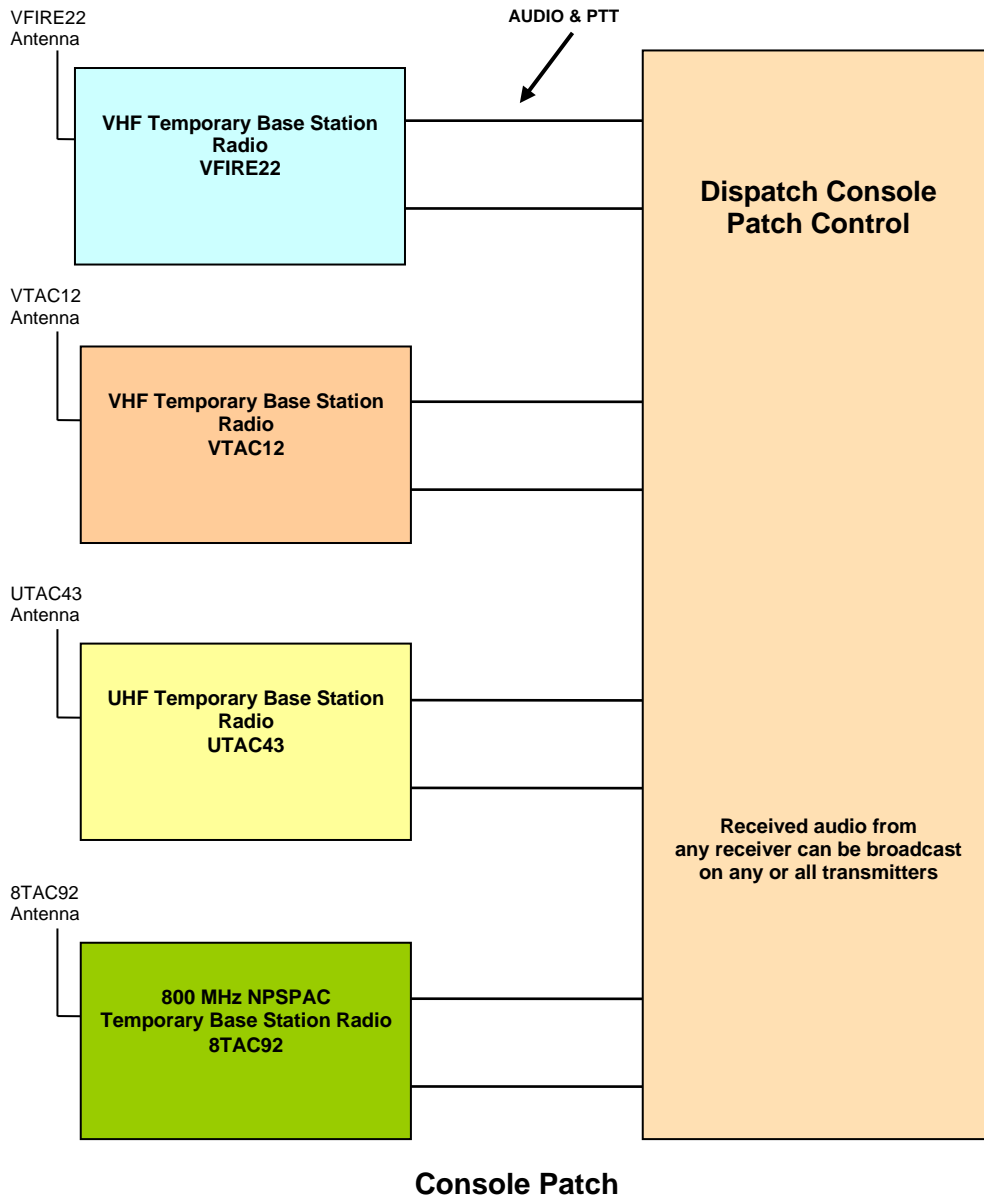


Mobile Tactical Interconnect or Radio Interoperability Gateway

9.3 Dispatch Console Patching

Console patching utilizes dispatch point base radios and the patching capability of a common console system to accomplish the same interconnections described above. However, in the case of console patching, all radio users must be within the coverage “footprint” of the base station antenna at the dispatch point. Some PTT delay should be expected. Operationally, all channels patched by the dispatcher will seem to be one channel.

Figure 9.3



Note that console patching at fixed-site base stations is not authorized under state licenses for interoperability channels. Such installations must be licensed separately.

10. LIST OF ACRONYMS

Abbreviation	Description
AACOG	Alamo Area Council of Governments
ATCOG	Ark-Tex Council of Governments
BER	Bit Error Rate
BVCOG	Brazos Valley Development Council
BVWACS	Brazos Valley Wireless Access Communications System
CA	California
CAI	Common Air Interface
CAPCOG	Capital Area Council of Governments
CBCOG	Coastal Bend Council of Governments
CCG	Communications Coordination Group
CFR	Code of Federal Regulations
COG	Council of Government
COM-L	Communications Leader
CTCOG	Central Council of Governments
CTCSS	Continuous Tone Coded Squelch System
CVCOG	Concho Valley Council of Governments
DETCOG	Deep East Texas Council of Governments
DFW	Dallas / Ft. Worth
DN	Directory Number
DPS	Department of Public Safety
EMS	Emergency Medical Service
ERP	Effective Radiated Power
ETCOG	East Texas Council of Governments
ETMC	East Texas Medical Center
FCC	Federal Communications Commission
GCRPC	Golden Crescent Regional Planning Commission
H-GAC	Houston-Galveston Area Council
HOTCOG	Heart of Texas Council of Governments
Hz	Hertz
ICS	Incident Command System
IRCIIP	Immediate Radio Communications Interoperability Plan
IRWG	Interagency Radio Work Group
kHz	Kilohertz
KY	Kentucky
LA	Louisiana
LCRA	Lower Colorado River Authority
LE	Law Enforcement
LRGVDC	Lower Rio Grande Valley Development Council
MCPs	Mobile Command Posts
MHz	Megahertz
MD	Maryland
MOU	Memorandum of Understanding
MRGDC	Middle Rio Grande Development Council
MSAT	Mobile Satellite
MTA	Metropolitan Transit Authority

NAC	Network Access Codes
NCTCOG	North Central Texas Council of Governments
NIMS	National Incident Management System
NPSPAC	National Public Safety Planning Advisory Committee
NORTEX	Nortex Regional Planning Commission
NTIA	National Telecommunications and Information Administration
OPS	Operations
PBRPC	Permian Basin Regional Planning Commission
PRPC	Panhandle Regional Planning Commission
PSAP	Public Safety Answering Point
PTT	Push-To-Talk
RGCOG	Rio Grande Council of Governments
SCADA	Supervisory Control and Data Acquisition
SCIP	Statewide Communications Interoperability Plan
SETRPC	South East Texas Regional Planning Commission
SMART	Satellite Mutual Aid Radio Talkgroup
SPAG	South Plains Association of Governments
STDC	South Texas Development Council
STRAC	Southwest Texas Regional Advisory Council (Emergency Healthcare)
SWIC	Statewide Interoperability Coordinator
TCOG	Texoma Council of Governments
TFS	Texas A&M Forest Service
TFS EOC	Texas A&M Forest Service Emergency Operations Center
TDEM	Texas Division of Emergency Management
TEEX	Texas Engineering Extension Service (Training Academy)
TTF	Texas Task Force
TG	Talkgroup
TSIEC	Texas Statewide Interoperability Executive Committee
TxDPS	Texas Department of Public Safety
TxICC	Texas Interoperable Communications Coalition
UHF	Ultra High Frequency
VFD	Volunteer Fire Department
VHF	Very High Frequency
WCTCOG	West Central Texas Council of Governments

**700/800 Radios Between County and Volunteer Agencies
EXTERNAL Agencies Covered Under COUNTY EM PLAN**

External Agencies Radio Inventory by Department	FY18
Coupland VFD Fire Dept ESD#10	16
Florence VFD Fire Dept ESD#7	25
Granger VFD Fire Dept	10
Jarrell VFD Fire Dept ESD#5	24
Sam Bass Fire Dept ESD#2	32
Thrall Volunteer Fire Dept ESD#10	14
Weir VFD Fire Dept ESD#6	37
Taylor VFD Fire Dept	22
Liberty Hill ESD#4	29
Jollyville ESD#1	27
Hutto FD ESD#3	39
	275

Williamson County Internal
Radio Inventory by Department

700/800 Radios INTERNAL COUNTY Agencies

FY18

Department	Quantity	Notes
CA	12	County Attorney
COMM/WCEC	101	911 Communications
	5	911 Communications/ RMC3 GTR 8000 CONVENTIONAL 800
	1	800 NPSAC Portable Only
	1	800 NPSAC Mobile Only
DA	6	District Attorney
DIR ES	1	Director of Emergency Services
EMS		
EMS	130	Emergency Medical Services
GMAT	6	Georgetown Medical Assist Team
VEMS	1	Thorndale VEMS
HOSPITALS	7	WC Hospital ERs
EMS TOTAL:	144	
HLTH	7	Health Department
HZMT	39	Hazmat
MOT	14	Mobile Outreach Team 01.0100.0341.004850 (14)
MOT	4	Mobile Outreach Team - EMS Grant Funded 350P-350A-2.4-MOT Expenses (4)
MOT	6	Mobile Outreach Team - Grant Funded positions DSRIP 342P-342A-1.2Telecom (6)
OEM	9	Office of Emergency Management
PCT 1	22	Constable
JP2	1	PCT2 Justice of the Peace
PCT 2	25	Constable

PCT 3	26	Constable
PCT 4	26	Constable
SHERIFFS OFFICE		
PORTABLES APX (211)+(3)DP+ (5)XTS	219	
MOBILES APX (180)+(2)DP	182	
WCSO ADMIN		Administration/Professional Standards/PIO/Admin Support/COMMS/Fleet/Warrants/Crime Analyst/Crime Scene-evidence
WCSO SPECIAL OPERATIONS		Training/STAR/Range/New Hire & Academy/Reserves/SPEC OPS/SRO/Self Defense Academy/Community Outreach
WCSO CRIMINAL INVESTIGATION		CID/Crime Analyst/MCU/Computer-Forensics Analyst/GCU/OCU1-2-3/DEA Task Force/FBI Task Force/Joint Terrorism/VA
WCSO PATROL		East Shift A-D/West Shift A-D/Mid Shift E-F/Support-Traffic/L&W/MTR/LVSTCK-ACO/IPO
WCSO COE GRANGER		Corps of Engineers (Only radios refreshed w/APX during Lifecycle Replacement) 5 Radios included in the above Count 2 APX Portables/3 APX Mobiles
TXPWL	11	Texas Parks and Wildlife
TSCRA	1	Texas Cattle Ranger
SHERIFFS OFFICE TOTAL:	413	
SHERIFFS OFFICE JAIL		
WCSO JAIL	157	Jail/Bailiffs
WC JJC	107	Juvenile Justice Center
R&B	157	Unified Road System (R&B)
FLEET	2	Fleet Services Parts Dept.
WIRELESS	6	Wireless Communications
WILCO GRAND TOTAL	1292	
GRAND TOTAL	1567	700/800 Radios (GRAND TOTAL)

INTERNAL WILCO COUNTY DEPARTMENTS only	
VHF CAPABLE MOBILES/PORTABLES/DEPLOYABLE CONSOLETTES/GTRS	
527	800/700/ VHF Mobile In car Radios
42	800/700/ VHF Portable Radios
15	800/700/ VHF Deployable Consolettes
31	800/700/ VHF Stationary Consolettes (can be deployed)
2	800/700/ UHF Deployable Consolette
3	800/700/ VHF/UHF All band Mobile In Car Radios
MISC Conventional only deployable assets for NPSPAC (Mixed VHF/UHF)	
5	UHF CONSOLETTES (RMC3)
10	UHF Mobiles (RMC3)
8	VHF CONSOLETTES (ARES/PAGING/CACHE)
16	VHF Mobiles (RMC3/Deployable Assets) (Motorola/lcOM/)
29	VHF Portables (18 HAMM/1 Deployable/10MT)
5	Deployable Dual Band Transceivers (YAESU/HARRIS)

GRAND TOTALS BELOW:	
546	VHF CAPABLE MOBILES
71	VHF CAPABLE PORTABLES
23	VHF CAPABLE DEPLOYABLE CONSOLETTES
637	TOTAL VHF GRAND TOTAL
13	UHF CAPABLE MOBILES
0	UHF CAPABLE PORTABLES
7	UHF CAPABLE DEPLOYABLE CONSOLETTES
20	TOTAL UHF GRAND TOTAL

Commissioners Court - Regular Session

27.

Meeting Date: 06/05/2018

Arrow International Agreement for EMS Training

Submitted For: Randy Barker

Submitted By: Melissa Gurka, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider, discuss, and take appropriate action on approving the agreement between Arrow International and Williamson County for use of cadavers in medical education for training EMS staff, at no cost, and authorizing the execution of the agreement.

Background

This agreement would allow Arrow International (under the Teleflex Company) to bring in cadavers for use in medical education for EMS staff and others that attend the class. There is no cost to attendees and the company will not charge Williamson County for the training. Williamson County EMS will provide the facility for the training.

Fiscal Impact

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

Attachments

[Teleflex Agreement](#)

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Melissa Gurka
Final Approval Date: 05/31/2018

Reviewed By

Randy Barker
Wendy Coco

Date

05/31/2018 09:37 AM
05/31/2018 10:15 AM
Started On: 05/22/2018 10:36 AM

MASTER FACILITY RENTAL AGREEMENT

This Master Facility Rental Agreement (“Agreement”) is made and entered into on May 29, 2018 (“Effective Date”) by and between Arrow International, Inc., with a place of business at 2400 Bernville Road Reading, PA 19605 (“Company”) and Williamson County (“Provider”) with a place of business at 3189 SE Inner Lp, Georgetown, Texas. The Company and Provider are collectively referred to as the “Parties” and, at times throughout this Agreement, individually as the “Party.”

RECITALS

WHEREAS, Provider provides facilities for workshops, seminars, and other programs for medical educational training with human and/or animal anatomical tissue specimens at its training facility (“Facility”); and

WHEREAS, Company organizes or sponsors such programs and desires to utilize the Facility to conduct training programs from time to time as mutually agreed to by the parties and set forth on individual Schedules to be agreed upon by the parties and periodically attached to this Agreement (each, a “Program”) on the dates for each Program as set forth in each applicable Schedule (each, a “Rental Period”), subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged the Parties agree as follows:

1. FACILITY RENTAL; PROVIDER SERVICES.

(a) As a “master” form of contract, this Agreement allows the Company to contract with Provider for multiple Programs through the issuance of Schedules as described in Section 1(b) below, without having to re-negotiate the basic terms and conditions contained in this Agreement.

(b) The Parties will separately negotiate and set forth the specific details of each Program under this Agreement in writing on terms and in a form acceptable to and signed by an authorized representative of each Party (a “Schedule”). A sample Schedule is attached to this Agreement as Schedule A. Each Schedule will include, as appropriate, the description of Program, the services that Provider will be providing, dates and duration of the Program, budget and payment schedule. Each Schedule shall be subject to all of the terms and conditions of this Agreement, in addition to the specific details set forth in the Schedule. To the extent that any terms or provisions of a Schedule conflict with the terms and provisions of this Agreement, the terms and provisions of this Agreement shall control, except to the extent that the applicable Schedule expressly and specifically states that the Schedule supersedes the Agreement on a specific matter. All Schedules, once signed by an authorized representative of each Party, together with any exhibits, will be incorporated and made part of this Agreement by reference.

(c) Company shall have access to the Facility from the Program start time to the Program end time, which includes reasonable time for setup and breakdown before and after the Program. Company shall not use the Facility for any purposes other than to setup, conduct and breakdown the Program. Company shall have access to the designated Program area, restrooms and all other common areas.

(d) The Facility rented to Company for the Program, and the services provided by Provider in connection with the Program as set forth in this Agreement does not exceed that which is reasonably necessary to accomplish the commercially reasonable business purposes of this Agreement.

(e) The parties agree that all individuals brought to Provider’s Facility by Company must comply with all of Provider’s applicable policies, procedures, directives, and instructions. Failure to do so may result in Provider’s requirement that such individual be removed from the Facility and terminate their participation in a Program.

2. EQUIPMENT AND SUPPLIES. Company will provide the products listed in the applicable Schedule, which products shall remain the exclusive property of Arrow.

3. PROVISION OF HUMAN SPECIMENS. Each Schedule shall indicate which Party is responsible for providing human anatomic specimens (“Specimens”). Additional terms for Company-provided Specimens are set forth in Schedule B. Additional terms for Provider-provided Specimens are set forth in Schedule C.

4. FEES. The fees for the use of the Facility are set forth in each applicable Schedule, which is inclusive of institutional overhead and related expenses. The Fee amount shall only change if Provider performs different and/or additional services from that set forth herein and/or in the applicable Schedule pursuant to Company’s written request, and as mutually agreed to by the parties in writing.

5. VALUABLES. Company acknowledges that Provider will not be responsible for the loss, damage or destruction of any valuables brought onto the Facility.

6. REPRESENTATIONS AND WARRANTIES.

(a) Provider represents and warrants that: (i) it has full right and authority to enter into and be bound by all of the terms and conditions of this Agreement, and has the necessary resources, licenses, permits and qualifications to perform its obligations hereunder; (ii) it shall comply with all applicable laws and regulations governing the use of the Facility and the conduct of the Program.

(b) Company represents and warrants that: (i) it has full right and authority to enter into and be bound by all of the terms and conditions of this Agreement; and (ii) it shall comply with all applicable laws and regulations governing the conduct of the Program.

7. INDEMNIFICATION.

(a) To the extent authorized under Texas law, each Party shall indemnify, defend and hold harmless the other Party, its directors, officers, employees, agents, contractors, affiliates, successors and assigns (collectively, “Indemnitees”), from and against any and all liability, loss, claim, damage, injury or expenses (including reasonable attorneys’ fees) (each, a “Claim”) claimed from or against the Indemnitees by non-governmental parties unrelated to the Indemnitees and arising out of damage to or loss of any property or the death of or bodily injury to any person arising from the negligence of the indemnifying Party, even in the event of the joint negligence by the Indemnitees, but only to the extent of the indemnifying Party’s actual, proportionate negligence.

(b) The indemnifying Party shall select counsel of its choice and control the defense and settlement of any such claim. The Indemnitees may participate and retain separate counsel at its own expense. Neither Party shall settle any claim that imposes any liability or obligation on the other Party without that Party’s prior written consent. The terms of this provision shall survive termination or expiration of this Agreement.

8. INSURANCE. Each Party shall have the following insurance policies: (i) comprehensive general liability insurance including bodily injury and property damage liability and completed operations liability in an amount not less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate and (ii) workers’ compensation insurance for all employees in compliance with state law. Each Party shall provide proof of insurance as requested by the other Party.

9. TERM; TERMINATION.

(a) The term of this Agreement shall commence on the Effective Date and shall terminate on 7/31/2019, unless earlier terminated pursuant to this Section 9.

(b) Company may terminate this Agreement (thereby canceling any pending Program) for any reason or no reason upon thirty (30) days prior written notice to Provider. Upon such termination, Company shall pay (i) any then outstanding unpaid fees and (ii) any reasonable unrecouped out-of-pocket costs incurred by Provider in connection with cancelled pending Programs.

(c) Provider may terminate this Agreement and/or any specific Program on thirty (30) days notice prior to the scheduled date of any Program and, upon such termination, Provider shall return the full amount of any pre-paid amounts by Company.

(d) Either Party may terminate this Agreement without further liability upon a material breach of this Agreement by the other Party by providing written notice of such breach to the other Party, which breach is not cured within thirty (30) days after notification of such breach. Upon termination by Company as a result of a material breach by Provider, Provider shall return any pre-paid amounts to Company.

10. PUBLICITY. Except as may be otherwise set forth herein, neither Party shall make use of the name, trademark, and/or logo of the other party for any purpose without the prior written consent of the other Party.

11. FORCE MAJEURE. Neither Party shall be liable for damages of any kind due to delay or failure to perform any obligation under this Agreement if such delay or failure results directly or indirectly from circumstances beyond its control. Such circumstances shall include, but shall not be limited to, acts of God, acts of war, civil commotions, riots, strikes, lockouts, acts of the government, disruption of telecommunications transmissions, accident, fire, water damages, flood, earthquake or other natural catastrophe.

12. NOTICES. Whenever notices are required or permitted under this Agreement, they shall be given by personal delivery, or registered or certified mail, return receipt requested, and postage prepaid, or sent by federal overnight courier to addresses set forth below, unless otherwise specified from time to time. Service of any such notice shall be deemed complete as of the day of actual delivery as shown by the addressee's registry or certification receipt or the expiration of the third day after the date of mailing, whichever occurs first.

Arrow International, Inc.
Attn: Vice President of Clinical Affairs
3015 Carrington Mill Boulevard
Morrisville, NC 27560

Williamson County EMS
Attn: Mike Knipstein
PO Box 873
Georgetown, TX 78626

13. CONFIDENTIALITY. Each Party (the "Recipient Party") agrees that any confidential or proprietary material or information regarding the intellectual property, technology developments, business or affairs of the other (the "Disclosing Party") disclosed to Recipient Party or obtained by Recipient Party from the Disclosing Party which the Disclosing Party clearly identifies as confidential at the time of disclosure ("Confidential information"), will not be disclosed by the Recipient Party to any other person or used by Recipient Party for its own benefit or gain or in any other manner except as may be expressly authorized by the Disclosing Party.

The Parties agree that the Recipient Party's obligations with respect to handling, disclosing, reproducing, and using Disclosing Party's Confidential Information are not applicable to any portion(s) of the Confidential Information which:

(a) is in the public domain prior to receipt by the Recipient Party or subsequent to the date of receipt without breach of this Agreement by the Recipient Party, or

(b) is known, as evidenced by documentation, to the Recipient Party prior to disclosure by the Disclosing Party, or

(c) is disclosed with the prior written approval of the Disclosing Party, or

(d) is disclosed without restriction to the Recipient Party by a third party having a bona fide right to disclose same to the Recipient Party and without breach of this Agreement by the Recipient Party, or

(e) is subject to disclosure pursuant to any applicable law or regulation.

The terms of this provision shall survive termination or expiration of this Agreement.

14. **COMPLIANCE WITH LAWS.** The Parties agree to comply with all applicable federal, state and local laws, regulations, ordinances, government agency interpretation of laws or regulations and orders (“Laws and Regulations”) with respect to the performance of all provisions of this Agreement. In addition, the parties intend for this Agreement to comply with the federal anti-kickback statute, 42 USC 1320 a-7b (b) and its regulations. In the event there shall be a change to any Laws and Regulations or the interpretation of any of the foregoing, the adoption of new Laws and Regulations, any of which are reasonably likely to materially and adversely affect the manner in which either Party may perform or be compensated for its services under this Agreement, or which shall make this Agreement unlawful, the Parties shall immediately enter into good faith negotiations regarding a new service arrangement or basis for compensation for the rights assigned and services furnished pursuant to this Agreement that complies with the Laws and Regulations that approximates as closely as possible the economic position of the Parties prior to the change. In the event that either Party reasonably determines that this Agreement may not be modified to comply with the foregoing change to the Laws and Regulations, such Party may terminate this Agreement.

15. **NO REFERRALS.** The Parties acknowledge that the Fees payable to Provider for the Rental Periods are consistent with fair market value in arms-length transactions, and no amount paid pursuant to this Agreement, or any other agreement between the Parties, is intended to be, nor shall it be construed to be an inducement or payment for, or in any way dependent upon, the referral of customers or the generation of business to Company by Provider or any hospital or health care provider with which Provider is affiliated or does business. Provider is not required to refer any health care providers or other customers to Company. In no event will the compensation paid to Provider under this Agreement vary or depend upon any business that may have been or may be generated by Provider for Company. In interpreting and enforcing this Agreement, this Agreement shall be construed for all purposes as an Agreement meeting the requirements of 42 CFR §1001.952.

16. **REPRESENTATION OF NON-EXCLUSION.** Company and Provider represent and warrant that as of the Effective Date, neither they nor any of their employees providing services under this Agreement are:

(a) excluded from a federal health care program as outlined in Sections 1128 and 1156 of the Social Security Act (see the Office of Inspector General of the Department of Health and Human Services List of Excluded Individuals/Entities at <http://www.oig.hhs.gov/fraud/exclusions.asp>);

(b) debarred by the FDA under 21 U.S.C. 335a (see the FDA Office of Regulatory Affairs Debarment List at http://www.fda.gov/ora/compliance_ref/debar/);

(c) otherwise excluded from contracting with the federal government (see the Excluded Parties Listing System at <https://www.epls.gov>).

The Parties also represent that if they or any of their employees who provides items or services under this Agreement becomes so excluded, debarred, or suspended during the term of this Agreement, the applicable Party will promptly notify the other Party. Upon such notification, the other Party shall have the right to immediately terminate this Agreement.

17. **INDEPENDENT CONTRACTORS.** The relationship between the Parties under this Agreement shall be that of independent contractors, and not as an employee or agent of the other Party. Nothing in this Agreement shall render either Party, or any of its employees, subcontractors or agents, an employee,

subcontractor or agent of the other Party, nor authorize or empower a Party or its employees, subcontractors or agents to speak for, represent or obligate the other Party in any way.

18. 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.

19. MEDIATION. The parties agree to use mediation for dispute resolution prior to any formal legal action being taken on this Contract.

20. MISCELLANEOUS. This Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the Parties concerning the subject matter hereof. This Agreement may not be amended without the prior written consent of the Parties. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective permitted successors and assigns. No party may assign this Agreement or any rights hereunder without the prior written consent of the other Party, provided, however, that Company may assign this Agreement to an affiliate or in the event of a merger or acquisition of all or substantially all of its assets. The failure of either Party to enforce or require performance of any provision of this Agreement shall in no way operate as a waiver or affect the right of such Party at a later time to enforce the same. Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern. This Agreement may be transmitted by facsimile or in .pdf electronic format, and it is the intent of the parties that any signature printed by a receiving facsimile machine or computer system be deemed an original signature.

Arrow International, Inc.

Provider

By: *Karen Hust, RN, MSN, CEN*
Name: Karen Hust
Title: Director, CMA
Date: 5/29/2018

By: _____
Name: _____
Title: _____
Date: _____

SCHEDULE A -1

Facility Rental Program Summary Schedule

This Facility Rental Program Summary Schedule dated 7/31/2018 is subject to the terms and conditions of that certain Master Services Agreement dated May 29, 2018 between Arrow International, Inc. (“Company”) and Williamson County (“Provider”).

Location: Williamson County Emergency Services Building 3189 Southeast Inner Loop Georgetown, TX 78626

Rental Period: 7/31/2018

Services/Equipment Provided by Provider: Lab space.

Fees: \$0

Payment Schedule: N/A

Services/Equipment Provided by Arrow International, Inc.: conduct hands on learning using Arrow EZ-IO® Intraosseous Infusion System and Airway products such as but not limited to: LMA Supreme, Mad Nasal and Airtrach. All tissue, floor covering, surgical instruments, ppe, red bags and waste removal, Instructors and their expenses.

Arrow International, Inc.

Provider

Signature: *Karen Hust, RN, MSN, CEN*
Name: Karen Hust
Title: Director, CMA
Date: 5/29/2018

Signature: _____
Name: _____
Title: _____
Date: _____

SCHEDULE B

Company Provided Specimens

Provider agrees that Arrow International will arrange for a third party, Medical Education Research Institute, to provide Specimens for Arrow International, Inc. Programs ("Procurer") and that Procurer's personnel will be permitted entry to Facility at a mutually agreed upon dates and times for the purpose of delivery, set-up, preparation, removal, clean-up/disinfection and otherwise to effectuate the scheduled Program. Specimens shall at all times remain in the possession and control of Medical Education Research Institute and its personnel, or authorized employee of the Company, present at Facility. All Specimen orders will be handled by Arrow International, Inc. Provider is not responsible for ordering Specimens on behalf of Company.

Provider agrees to:

- (a) Maintain as confidential all personal and medical information relating to the Specimens and their donors as come into Provider's possession, except as necessary to ensure the safety of individuals that come in contact with the Specimens.
- (b) Provide a secure location for storage of Specimens during the conduct of the Program, if requested by Company or the Procurer.
- (c) After completion of each Company Program, permit the Procurer, at times agreed to by Provider and Company at the time of scheduling a Program, to arrange for disposition of the Specimens in accordance with all applicable laws and in accordance with the informed consent given by the donor and/or the donor's legally authorized representative.

The Parties shall treat the Specimens with dignity and respect.

SCHEDULE C

Provider Provided Specimens

Provider shall provide, or arrange for the provision of, Specimens to be used by Company during the Programs, subject to the fees, if any, set forth on the Schedule. All Specimens provided by Provider shall at all times remain the property of Provider and shall remain under Provider's control. Company's use of Specimens provided by Provider shall be only for educational or scientific purposes, and shall be limited to only those educational or scientific procedures approved in writing by Provider prior to the date of the Program. Company's use of Specimens shall at all times be subject to Provider's supervision. Provider will handle all human specimen material and perform all clean-up/disposal of human material. Only Specimens with negative test results for Hepatitis B and C and Human Immunodeficiency Virus ("HIV") will be used in Programs. De-identified test results for Specimens to be used in Programs will be provided to Company upon request.

All Specimens provided by Provider to Company shall be obtained (i) with the appropriate Informed consent of donor or donor's next-of-kin, and (ii) in compliance with the Uniform Anatomical Gift Act (the "UAGA") and all other local, state and federal laws and regulations governing the recovery and distribution of anatomical specimens. Provider will maintain approved protocols, and consent forms for all donors.

The Parties shall treat the Specimens with dignity and respect.

Commissioners Court - Regular Session

28.

Meeting Date: 06/05/2018

BK Environmental

Submitted By: Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the agreement between BK Environmental Services, Inc. and Williamson County Fleet Department for disposal services in the amount of \$5,300 and authorizing the execution of the agreement.

Background

This service is to vacuum, transport and dispose of drain waste at Fleet. This company is not on a Cooperative contract but is one of the few companies in the area that will dispose of these potentially hazardous chemicals properly. This is funded from 01.0882.0882.004500.

Fiscal Impact

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

Attachments

BK Envir.

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Jayme Jasso
Final Approval Date: 05/31/2018

Reviewed By

Randy Barker
Wendy Coco

Date

05/31/2018 08:43 AM
05/31/2018 10:15 AM
Started On: 05/30/2018 09:27 AM

BK Environmental Services, Inc.

PMB-102, 3300 Bee Cave Rd., Ste. 650 Austin, Texas 78746

(512) 947-4262 Office (512) 276-6721 fax

rbranch@1staustin.com

Service Agreement/ Quote

I, (the undersigned Authorized Agent) for Williamson County Fleet Services (Company), contract

BK Environmental Services, Inc. to provide the following work and agree to the following payment terms:

Williamson County Fleet Services
3151 S. E. Inner Loop Ste. B
Georgetown, TX, 78626

Contact: Ed Pospisil
Email: epospisil@wilco.org
Phone: (512) 943-3343

Description of work to be performed:

Vacuum, Transportation and Disposal Services for the following systems as described below:
Floor Drain Waste and Vehicle Wash Bay Grit Trap Waste located at 3151 S. E. Inner Loop Ste. B, Georgetown, TX 78626

The following charges apply:

Vehicle Wash Bay

On-Site Vacuuming Services:	(1st Hr. @ \$600.00/hr.)	\$ 600.00
On-Site Vacuuming Services:	(2nd+ Hrs. @ \$260.00/hr. X2 hrs.)	\$ 520.00
Disposal Services:	(1500 gals. @ \$0.87/ gal.)	\$1305.00
Truck Washout Charge:		<u>\$ 225.00</u>
Total Charges:		\$2650.00

Shop Floor Drain

On-Site Vacuuming Services:	(1st Hr. @ \$600.00/hr.)	\$ 600.00
On-Site Vacuuming Services:	(2nd+ Hrs. @ \$260.00/hr. X2 hrs.)	\$ 520.00
Disposal Services:	(1500 gals. @ \$0.87/ gal.)	\$1305.00
Truck Washout Charge:		<u>\$ 225.00</u>
Total Charges:		\$2650.00

Grand Total: **\$5300.00**

- 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.
- 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

BK Environmental Services, Inc.

PMB-102, 3300 Bee Cave Rd., Ste. 650 Austin, Texas 78746

(512) 947-4262 Office (512) 276-6721 fax

rbranch@1staustin.com

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.

(Authorized Agent)

(Company Name)

(Date)

(Date)

by: Ronald C. Branch, President

BK Environmental Services, Inc.

05/29/2018

Commissioners Court - Regular Session

29.

Meeting Date: 06/05/2018

Tyler Technologies, Modria

Submitted By: Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the agreement between Tyler Technologies Inc, and Justice of the Peace #3 for online case dispute resolution and authorizing the execution of the agreement.

Background

Tyler Technology provides software (Modria) which is online case dispute resolution support for the County. Fees are paid by the parties.

Fiscal Impact

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

Attachments

Tyler Tech contract

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Jayme Jasso
Final Approval Date: 05/31/2018

Reviewed By

Randy Barker
Wendy Coco

Date

05/31/2018 08:45 AM
05/31/2018 10:15 AM
Started On: 05/30/2018 10:18 AM

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

TYLER TECHNOLOGIES, INC.

WILLIAMSON COUNTY, TEXAS

By: 

By: _____

Name: BRUCE GRAHAM

Name: _____

Title: PRESIDENT, TYLER CJT

Title: _____

Date: 5/23/2018

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

Williamson County, Texas
710 S. Main Street, Ste. 101
Georgetown, TX 78626
Attention: County Judge



SUBSCRIPTION LICENSE AND SERVICES AGREEMENT

This Subscription License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this Subscription License and Services Agreement.
- **“Authorized Dispute”** means a dispute that falls within the authorized dispute type or types, such as the nature of the dispute and/or the nature of the parties to the dispute, as set forth in the Investment Summary.
- **“Authorized User”** means (i) your employee or authorized contractor; (ii) the parties, their respective counsel, and/or their respective agent(s) affiliated with an Authorized Dispute; and/or (iii) a third party neutral you provide or request in connection with an Authorized Dispute; so long as, in each case, that user has been assigned unique credentials to access the Tyler Software and registered online to access and use the Tyler Software to file and/or process an Authorized Dispute.
- **“Case Data”** means data pertaining to a specific Authorized Dispute that an Authorized User has entered into the Tyler Software. It includes, but is not limited to, Information about the parties involved in the Authorized Dispute, proceeding-specific documentation, and/or communications between Authorized Users.
- **“Configuration Data”** means data you enter, or that we enter on your behalf, to configure the Tyler Software, including but not limited to establishing user accounts, customizing screen layouts, and defining custom fields. Configuration Data does not include Case Data or Usage Data.
- **“Client”** means Williamson County, Texas.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date on which your authorized representative signs the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services



attached as Exhibit A.

- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Terms”** means the terms and conditions governing the provision of maintenance and support services to all of our customers, as set forth at Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“Usage Data”** means metadata and raw data accumulated by the Tyler Software, including but not limited to frequency of access, proceeding duration, aggregate uploaded information volume, and information tracked or trackable through cookies or similar methods in order to make the software accessible to and usable by the Authorized Users.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 For so long as the then-current subscription fees are timely paid as set forth in the Investment Summary and Invoicing and Payment Policy, we grant a license to you and/or your Authorized User(s) to use the Tyler Software to process Authorized Disputes (the “Permitted Purposes”). The Tyler Software will be made available through a website located at a URL that we will provide you, which URL we may change from time to time upon no less than ten (10) days’ notice to you. You may be provided access to an additional copy of the Tyler Software for testing purposes, so long as such copy is not used in production and the testing is for internal use only, and so long as such copy is destroyed when payment on subscription fees is suspended. The license to use the Tyler Software is coterminous with the duration of subscription fee payments, but may be revoked if you and/or your Authorized Users do not comply with the terms of this Agreement.
- 1.2 The Documentation is licensed to you and may be used and copied by you and/or your Authorized Users for non-commercial reference purposes only.
- 1.3 You and/or your Authorized Users may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; (d) publish or otherwise disclose the Tyler Software or Documentation to third parties; or (e) attempt to interfere with or disrupt the Tyler Software or gain access to any systems or networks that connect thereto, except as required to access the Tyler Software.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you under the Maintenance and Support Terms.
- 1.5 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and



Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

- 1.6 We do not own, or have any rights in or to any Case Data and Configuration Data. To the extent you have provided that data to us, you grant us a limited, royalty free, irrevocable license to use that Case Data and/or Configuration Data for the term of this Agreement, but only so long as such use relates to our performance under this Agreement and subject to the confidentiality provisions set forth below. We own all Usage Data.
2. **Subscription Fees.** You agree to pay us the subscription fees in the amounts set forth in the Investment Summary, and thereafter at our then current rates, as further described in the Invoicing and Payment Policy.
 3. **Limited Warranty; Case Data Storage and Restoration.** We warrant that the Tyler Software will be without Defect(s) as long as the fees set forth in the Investment Summary are timely paid, such that the Maintenance and Support Terms are in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Terms. We will use commercially reasonable efforts to store Case Data for up to 90 days after a dispute is resolved or is otherwise no longer active. In the event any Case Data is lost or corrupted because of a Defect in the Tyler Software, we will use commercially reasonable efforts to restore the lost or corrupted Case Data from the latest backup maintained by us in accordance with our procedures. We will not be responsible for any loss, destruction, alteration, unauthorized disclosure or corruption of case data that is not caused by us. OUR OBLIGATIONS SET FORTH IN THIS PARAGRAPH CONSTITUTE OUR SOLE LIABILITY AND YOUR SOLE REMEDY IN THE EVENT OF ANY LOSS OR CORRUPTION OF CASE DATA.
 4. **Acceptable Use Policies.** You acknowledge and agree that we do not monitor or police communications or data transmitted through the Tyler Software, and we are not responsible for the content of any such communications or transmissions. You will only use the Tyler Software for the Permitted Purposes, and consistent with all applicable laws, regulations, and third-party rights. You shall not use the Tyler Software to transmit any bulk unsolicited commercial communications. You shall keep confidential and not disclose to any third parties, and shall ensure that Authorized Users under your direction or control keep confidential and not disclose to any third parties, any user identifications, account numbers, and account profiles associated with the Tyler Software. In addition, you shall ensure that Authorized Users under your direction or control comply with terms and conditions governing their access and use of the Tyler Software that are at least as restrictive as the terms and conditions set forth herein, and you acknowledge that Authorized Users agree to the Terms of Service made available on the Tyler Software platform through their use of the Tyler Software. We reserve the right to suspend or terminate the access of an Authorized User to the Tyler Software if we reasonably determine that the Authorized User has violated the terms and conditions of this Agreement and/or the Terms of Service. We will notify you in writing in the event of any such suspension or termination and, where practicable, we will provide you notice of our intent to suspend or terminate so that you may attempt to cure the Authorized User's violation.

SECTION C – PROFESSIONAL SERVICES

1. **Services.** We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary, if any. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Additional Services. The Investment Summary contains, the scope of services and any related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), and we have incurred non-refundable expenses on your behalf, we reserve the right to seek reimbursement of those expenses from you.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide fee-based services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to perform under this Agreement, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement and providing us with a copy of all applicable rules governing online dispute resolution. If no such rules are in effect as of the Effective Date, you agree to use reasonable efforts to promptly adopt guidelines and obtain any necessary legislative or other rules governing online dispute resolution. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission). You agree to notify your Authorized Users of the availability of the Tyler Software for their use, and to use reasonable efforts to engender broad public awareness within the impacted community. To the extent you are integrating the Tyler Software with your case management system, you agree to provide the necessary infrastructure, including servers, data storage, and networks to send and receive data and to store documents created through the Tyler Software within your case management system.
8. Tyler Software Availability. For so long as the fees set forth in the Investment Summary are being timely paid under this Agreement, the Tyler Software will be available according to the terms set forth in our then-current Service Level Agreement. Our current Service Level Agreement is set forth at Schedule 2 to Exhibit C. Notwithstanding the foregoing, you understand and agree that access of the Tyler Software is dependent upon access to telecommunications and internet services. You and/or your Authorized Users shall be solely responsible for acquiring and maintaining all telecommunications and Internet services and other hardware

and software required to access the Tyler Software, including, without limitation, any and all costs, fees, expenses and taxes of any kind relating to the foregoing. We will not be responsible for any loss or corruption of data, lost communications, or any other loss or damage of any kind arising from any such telecommunications and/or Internet services.

SECTION D – MAINTENANCE AND SUPPORT

For so long as the fees set forth in the Investment Summary are being timely paid under this Agreement according to the Invoicing and Payment Policy, we will provide maintenance and support services for the Tyler Software under the Maintenance and Support Terms. If subscription fees are not timely paid, the Maintenance and Support Terms do not apply.

SECTION E – THIRD PARTY PRODUCTS

The Tyler Software may include embedded third-party software, which is included as part of your license to the Tyler Software. To the extent we make available unembedded third-party software or third-party hardware, you may be required to agree to license and other terms related to those third party products. In such event, we will provide you with the appropriate documentation.

SECTION F – TERM, EXPIRATION AND TERMINATION

1. **Renewal and Expiration of Subscription.** This Agreement shall be effective as of the Effective Date, and shall continue for the term set forth in the Investment Summary. Thereafter, the Agreement shall automatically renew annually. You must give us no less than sixty (60) days' advance written notice, prior to the expiration of the then-current term, of your intent to not renew this Agreement. We must be paid for all undisputed fees and expenses we have incurred or delivered under this Agreement through the effective date of expiration. Neither you nor your Authorized Users will be entitled to a refund or offset of previously paid license and other fees.
2. **For Cause.** If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Exhibit B. You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Exhibit B. In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.
3. **Lack of Appropriations.** To the extent you are funding the fees set forth in the Investment Summary through an appropriation, and if you should not appropriate or otherwise receive funds sufficient to pay those fees, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. We must be paid for all undisputed fees and expenses we have incurred or delivered under this Agreement through the effective date of termination. Neither you nor your Authorized Users will be entitled to a refund or offset of previously paid license and other fees.
4. **Force Majeure.** Either you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. We must be paid for all undisputed fees and expenses we have incurred or delivered under this Agreement through the effective date of termination. Neither you nor your Authorized Users will be entitled to a refund or offset of

previously paid license and other fees.

5. Obligations Upon Expiration or Termination. Upon expiration or termination of this Agreement, the license grant set forth in Section B shall immediately terminate. We may destroy or otherwise dispose of any Case Data in our possession unless we receive, no less than ten (10) days after the effective date of expiration or termination (or, as applicable, the Completion Period) a written request for delivery to you of our most-recent back-up of Customer Data. We will use reasonable efforts to deliver that back-up to you within thirty (30) days of your written request, and you shall pay all reasonable expenses associated therewith.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third-party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by your negligence or willful misconduct; (b) your violation of a law applicable to your performance under this Agreement; or (c) injury, damage or loss arising out of or relating to an Authorized User's use of the Tyler Software in a manner not warranted by us in this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY REGARDING THE RESULTS THAT WILL BE OBTAINED THROUGH ACCESS AND USE OF THE TYLER SOFTWARE, OR THAT THE TYLER SOFTWARE WILL BE ERROR FREE OR UNINTERRUPTED. WE SHALL HAVE NO LIABILITY FOR ANY CLAIMS, LOSSES OR DAMAGE ARISING OUT OF OR RELATING TO ERRORS OR OMISSIONS IN ANY INFORMATION MADE AVAILABLE THROUGH THE TYLER SOFTWARE IN CONNECTION WITH AN AUTHORIZED DISPUTE, OR ANY USE OF ANY THIRD-PARTY PRODUCTS, SERVICES OR WEBSITES THAT ARE ACCESSED VIA LINKS WITHIN THE TYLER SOFTWARE.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO ACTUAL DIRECT DAMAGES, NOT TO EXCEED TOTAL FEES PAID UNDER THIS AGREEMENT IN THE ONE-YEAR PERIOD PRIOR TO THE DATE THE CLAIM ACCRUED. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will

automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional case types and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then we will refer the dispute to a mutually agreeable mediator.
3. Taxes. Unless expressly stated otherwise, the fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
4. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
5. E-Verify. To the extent applicable, we have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
6. Subcontractors. We subcontract certain development and configuration services to contractors outside the United States.
7. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

8. **Force Majeure.** Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
9. **No Intended Third-Party Beneficiaries.** This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
10. **Entire Agreement; Amendment.** This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
11. **Severability.** If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
12. **No Waiver.** In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
13. **Independent Contractor.** We are an independent contractor for all purposes under this Agreement.
14. **Notices.** All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
15. **Client Lists.** You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
16. **Data Security.** We adhere to industry standards and best practices in administering security protocols and user authentication in the Tyler Software. We are not responsible, however, for the care you and/or your Authorized Users do or do not take in protecting your usernames and passwords, nor the security protocols and user authentications you and/or your Authorized Users administer.
17. **Confidentiality.** Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such

information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Venue and Governing Law. This Agreement and any action related thereto will be governed, controlled, interpreted, and defined by and under the laws of the State of Texas, including applicable U.S. federal law, without giving effect to any conflicts of laws principles that require the application of the law of a different state. Any disputes under this Agreement shall be brought in the state and federal courts situated in or presiding over Williamson County, Texas, and the parties hereby consent to the personal jurisdiction and exclusive venue of these courts.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Contract Documents. This Agreement includes the following exhibits:

- Exhibit A Investment Summary
- Exhibit B Invoicing and Payment Policy
- Exhibit C Maintenance and Support Terms
Schedule 1: Support Call Process
Schedule 2: Service Level Agreement



Exhibit A Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Software Licenses		
Hosting Term		
5 years		
Transaction Fees		
Modria - Online Dispute Resolution	<u>Max Cases</u>	<u>Fee (Per Case)</u>
<u>List Case Types</u>		
Traffic	unlimited	\$10
Small Claims	unlimited	\$30
Civil/Family	unlimited	\$60
Professional Services		
Standard implementation services for the case types listed above are included.		

You may add any of the case types listed above at any time during the term of this Agreement by issuing a written notice-to-proceed to us. Upon our receipt of such a notice-to-proceed, we will work with you to schedule the project and create an implementation plan for the applicable case types.

A discount as detailed below will be applied for each case type that meets the following conditions:

Cases Filed Annually	Additional Discount	Total Discount, if Mandatory
25,000+ cases	10%	30%
50,000+ cases	20%	40%
100,000+ cases	30%	50%

Any discount will be applied to cases filed during the one-year period following the year in which the discount conditions were met.





Exhibit B

Invoicing and Payment Policy

Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice the fees in the Investment Summary as set forth below.

Subscription Fees: The subscription fees set forth in the Investment Summary are payable as a transaction fee, split evenly by each party to an Authorized Dispute. Those fees include the licensed access to the Tyler Software, maintenance and support services, and professional services. We will hold that rate for five years from the Effective Date. Upon expiration of that period, the fees will be at our then-current rates, except as otherwise mutually agreed to.

Expenses. The fees set forth in the Investment Summary do not include travel expenses, as our standard implementation approach does not require services to be performed on site. If you request that we perform onsite services, we will provide you a quote for the estimated additional costs and a copy of our then-current Business Travel Policy. We will not perform onsite services until you have approved the quote. We will bill you actual expenses incurred in accordance with our Business Travel Policy.

Payment. Where fees are invoiced to you, payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank:	Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating



Exhibit C Maintenance and Support Terms

We will provide you with the following maintenance and support services for the Tyler Software for so long as the subscription fees set forth in the Investment Summary are timely paid. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Tyler Responsibilities.

- 1.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you or your Authorized Users modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
- 1.2 provide support during our established support hours;
- 1.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software in order to provide maintenance and support services;
- 1.4 keep your production environment on the then-current version or immediately prior version along with the appropriate documentation that we make generally available without additional charge; and
- 1.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy; and
- 1.6 provide help desk services to Authorized Users as set forth in our then-current terms of service. Those terms will be provided to Authorized Users in the form of a click-thru agreement.

2. Client Responsibilities.

- 2.1 log a Defect according to the Support Call Process, you must provide initially or supplement within a commercially reasonable timeframe, enough information that allows us to confirm and/or recreate the Defect; and
- 2.2 You agree to establish an internal help desk or its equivalent with subject matter experts on the Tyler Software, your infrastructure, and your business processes for your internal users. You agree to filter internal issues through your help desk to eliminate any issues that are unrelated to the Tyler Software, including but not limited to issues related to your infrastructure, your custom configurations and business processes, and/or data problems not caused by the Tyler Software. Any technical or other issue for which you request services, but which is not a Defect, shall be treated as a request for other services.

3. Hardware and Other Systems. If, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain third party products except as expressly set forth in the Agreement.
4. Other Excluded Services. The fees set forth in the Investment Summary do not include (a) onsite maintenance and support (b) maintenance and support of an operating system or hardware; or (c) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
5. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1. For the avoidance of doubt, this Support Call Process applies only to you; Authorized Users are not authorized to contact the Tyler Help Desk except as provided in Section 1.6 above.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (2) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation and other information including support contact information.
- (2) Program Updates – where development activity is made available for client consumption
- (3) Tyler University –online training courses on Tyler products

Support Availability

Tyler Technologies support is available during the local business hours of 7 AM to 7 PM Central Time (Monday – Friday). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler’s website or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the definitions below. The client is responsible for reasonably setting the priority of the incident per the chart below. The goal of this structure is to help the client clearly understand and communicate the importance of the issue and to describe expected responses and resolutions. It is critical that an incident is assigned the appropriate priority to facilitate the accounting of the SLA requirements. If, in Tyler's reasonable discretion, the client has not correctly set the priority of the incident per the chart, Tyler may assign a different priority, using the chart below. Tyler will notify the client of its intent to do so.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.



Exhibit C
Schedule 2
SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the Tyler Software. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you directly with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current subscription fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the subscription fee for the next billing cycle, except where fees are payable per transaction by Authorized Users, in which case we will issue payment to you, as set forth above. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99.5%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure. We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.

Commissioners Court - Regular Session

30.

Meeting Date: 06/05/2018

Award of Invitation for Bid# 1804-222 Neenah Avenue at Pearson Ranch Road Traffic Signal

Submitted For: Randy Barker

Submitted By: Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on awarding Invitation to Bid # 1804-222 Neenah Avenue at Pearson Ranch Road Traffic Signal to the lowest responsive bidder, Austin Traffic Signal.

Background

The bids have been reviewed and adjusted for correctness. The bids have been found to be materially balanced. The apparent low bid (American Lighting and Signalization) was nonresponsive and therefore not considered. The lowest responsive bidder (Austin Traffic Signal) was found to be materially balanced but not mathematically correct on one item. The correction did not affect the bid order. The Contractor's bid is \$16,797.41 over the Engineer's Estimate, a difference of 6.7%. In addition to meeting the bid qualifications subject to being low bidder, Austin Traffic Signal has successfully been the Prime Contractor on the Multi Site Traffic Signal project, a Road Bond project, and a subcontractor on multiple other Williamson County projects. Based on the past performance of Austin Traffic Signal, we concur with the recommendation of the Design Engineer, Kimley-Horn, for award of the Pearson at Neenah Signal construction contract to Austin Traffic Signal in the amount of \$267,031.15. The Point of Contact for this Bid is HNTB and Road Bond Funds will be utilized.

Fiscal Impact

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

Attachments

Recommendation Packet

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Johnny Grimaldo

Final Approval Date: 05/31/2018

Reviewed By

Wendy Coco

Date

05/31/2018 10:15 AM

Started On: 05/31/2018 07:48 AM

May 30, 2018



Williamson County Purchasing Department
901 S. Austin Ave
Georgetown, Texas 78626

Attention: Kerstin Hancock
Deputy Purchasing Agent

Re: Williamson County Road Bond Program
Pearson at Neenah Signal
Williamson County Project No. 1804-222
Recommendation of Contractor Award

Dear Ms. Hancock,

Please find attached the bid tabulations for the subject-referenced project. The bids have been reviewed and adjusted for correctness. The bids have been found to be materially balanced. The apparent low bid (American Lighting and Signalization) was nonresponsive and therefore not considered. The lowest responsive bidder (Austin Traffic Signal) was found to be materially balanced but not mathematically correct on one item. The correction did not affect the bid order. The bids are therefore accepted as hereby submitted. Following is a summary of the responsive bid totals:

1. Austin Traffic Signal	\$267,031.15
2. G Carter Construction	\$306,666.70

The Contractor's bid is \$16,797.41 over the Engineer's Estimate, a difference of 6.7%. In addition to meeting the bid qualifications subject to being low bidder, Austin Traffic Signal has successfully been the Prime Contractor on the Multi Site Traffic Signal project, a Road Bond project, and a subcontractor on multiple other Williamson County projects. Based on the past performance of Austin Traffic Signal, we concur with the recommendation of the Design Engineer, Kimley-Horn, for award of the Pearson at Neenah Signal construction contract to Austin Traffic Signal in the amount of \$267,031.15.

Please feel free to contact our office with any questions.

Respectfully Submitted,

HNTB Corporation

A handwritten signature in blue ink, appearing to read "James Klotz", with a long horizontal flourish extending to the right.

James Klotz, P.E.

VIA E-MAIL

Attachments: Bid Tabulation Analysis, Engineer's Letter of Recommendation, Form 1295

Cc: Judge Gattis, Williamson County Judge
Commissioner Cook, Williamson County, Pct. 1
Commissioner Long, Williamson County, Pct. 2
Commissioner Covey, Williamson County, Pct. 3
Commissioner Madsen, Williamson County Pct. 4
Robert Daigh, Williamson County
Terron Evertson, Williamson County
Mike Weaver, Prime Strategies, Inc.
Richard Ridings, HNTB Corporation

Bid Comparison

Bidder	Bid Amount	Rank	Difference from Engineer's Estimate (\$)	Difference from Engineer's Estimate (%)	Difference from Low Bid (\$)	Difference from Low Bid (%)
American Lighting and Signalization	\$253,894.88	N/A	This bid was not responsive			
Austin Traffic Signal	\$267,031.15	1	\$16,797.41	6.7%	\$ -	0.0%
G Carter Construction	\$306,666.70	2	\$56,432.96	22.6%	\$ 39,635.55	15.6%

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		American Lighting and Signalization		Austin Traffic Signal		G Carter Construction	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100-6015	PREPARING ROW (HAND CLEARING)	1	AC	\$ 4,326.67	\$ 2,812.34		\$ -	\$ 2,500.00	\$ 1,625.00	\$ 12,500.00	\$ 8,125.00
2	416-6004	DRILL SHAFT (36 IN)	53	LF	\$ 172.19	\$ 9,126.07		\$ -	\$ 400.00	\$ 21,200.00	\$ 425.00	\$ 22,525.00
3	500-6001	MOBILIZATION	1	LS	\$ 19,417.43	\$ 19,417.43		\$ -	\$ 25,000.00	\$ 25,000.00	\$ 15,000.00	\$ 15,000.00
4	502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	2	MO	\$ 9,252.58	\$ 18,505.16		\$ -	\$ 4,000.00	\$ 8,000.00	\$ 6,500.00	\$ 13,000.00
5	506-6038	TEMP SEDMT CONT FENCE (INSTALL)	160	LF	\$ 2.62	\$ 419.20		\$ -	\$ 3.00	\$ 480.00	\$ 7.00	\$ 1,120.00
6	506-6039	TEMP SEDMT CONT FENCE (REMOVE)	160	LF	\$ 0.75	\$ 120.00		\$ -	\$ 2.00	\$ 320.00	\$ 5.00	\$ 800.00
7	618-6046	CONDT (PVC) (SCH 80) (2")	495	LF	\$ 9.80	\$ 4,851.00		\$ -	\$ 18.00	\$ 8,910.00	\$ 12.50	\$ 6,187.50
8	618-6053	CONDT (PVC) (SCH 80) (3")	210	LF	\$ 17.77	\$ 3,731.70		\$ -	\$ 23.00	\$ 4,830.00	\$ 16.50	\$ 3,465.00
9	620-6007	ELEC CONDR (NO.8) BARE	2,775	LF	\$ 1.23	\$ 3,413.25		\$ -	\$ 1.75	\$ 4,856.25	\$ 1.35	\$ 3,746.25
10	620-6008	ELEC CONDR (NO.8) INSULATED	2,030	LF	\$ 1.51	\$ 3,065.30		\$ -	\$ 2.00	\$ 4,060.00	\$ 1.50	\$ 3,045.00
11	620-6007	ELEC CONDR (NO.6) BARE	70	LF	\$ 1.42	\$ 99.40		\$ -	\$ 3.00	\$ 210.00	\$ 1.80	\$ 126.00
12	620-6008	ELEC CONDR (NO.6) INSULATED	140	LF	\$ 1.62	\$ 226.80		\$ -	\$ 4.00	\$ 560.00	\$ 2.00	\$ 280.00
13	624-6010	GROUND BOX TY D (162922)W/APRON	1	EA	\$ 1,036.98	\$ 1,036.98		\$ -	\$ 2,500.00	\$ 2,500.00	\$ 1,275.00	\$ 1,275.00
14	628-6213	ELC SRV TY D 120/240 100(NSA)AL€PS(U)	1	EA	\$ 7,495.33	\$ 7,495.33		\$ -	\$ 5,600.00	\$ 5,600.00	\$ 6,750.00	\$ 6,750.00
15	644-6076	REMOVE SM RD SN SUP&AM	4	EA	\$ 90.74	\$ 362.96		\$ -	\$ 130.00	\$ 520.00	\$ 275.00	\$ 1,100.00
16	680-6002	INSTALL HWY TRF SIG (ISOLATED)	1	EA	\$ 21,850.37	\$ 21,850.37		\$ -	\$ 19,000.00	\$ 19,000.00	\$ 31,500.00	\$ 31,500.00
17	682-6001	VEH SIG SEC (12")LED(GRN)	8	EA	\$ 265.14	\$ 2,121.12		\$ -	\$ 250.00	\$ 2,000.00	\$ 350.00	\$ 2,800.00
18	682-6002	VEH SIG SEC (12")LED(GRN ARW)	4	EA	\$ 280.08	\$ 1,120.32		\$ -	\$ 250.00	\$ 1,000.00	\$ 350.00	\$ 1,400.00
19	682-6003	VEH SIG SEC (12")LED(YEL)	8	EA	\$ 276.82	\$ 2,214.56		\$ -	\$ 250.00	\$ 2,000.00	\$ 350.00	\$ 2,800.00
20	682-6004	VEH SIG SEC (12")LED(YEL ARW)	8	EA	\$ 293.06	\$ 2,344.48		\$ -	\$ 250.00	\$ 2,000.00	\$ 350.00	\$ 2,800.00
21	682-6005	VEH SIG SEC (12")LED(RED)	8	EA	\$ 266.02	\$ 2,128.16		\$ -	\$ 250.00	\$ 2,000.00	\$ 350.00	\$ 2,800.00
22	682-6006	VEH SIG SEC (12")LED(RED ARW)	4	EA	\$ 292.71	\$ 1,170.84		\$ -	\$ 250.00	\$ 1,000.00	\$ 350.00	\$ 1,400.00
23	682-6017	PED SIG SEC (LED)(2 INDICATIONS)	8	EA	\$ 593.17	\$ 4,745.36		\$ -	\$ 480.00	\$ 3,840.00	\$ 910.00	\$ 7,280.00
24	682-6023	BACK PLATE (12")(3 SEC)	8	EA	\$ 112.07	\$ 896.56		\$ -	\$ 55.00	\$ 440.00	\$ 125.00	\$ 1,000.00
25	682-6024	BACK PLATE (12")(4 SEC)	4	EA	\$ 133.52	\$ 534.08		\$ -	\$ 70.00	\$ 280.00	\$ 140.00	\$ 560.00
26	684-6028	TRF SIG CBL (TY A)14AWG)(2 CONDR)	1,909	LF	\$ 2.06	\$ 3,932.54		\$ -	\$ 1.60	\$ 3,054.40	\$ 1.40	\$ 2,672.60
27	684-6031	TRF SIG CBL (TY A)14AWG)(5 CONDR)	2,448	LF	\$ 1.93	\$ 4,724.64		\$ -	\$ 2.00	\$ 4,896.00	\$ 1.70	\$ 4,161.60
28	684-6033	TRF SIG CBL (TY A)14AWG)(7 CONDR)	1,251	LF	\$ 2.20	\$ 2,752.20		\$ -	\$ 2.50	\$ 3,127.50	\$ 1.90	\$ 2,376.90
29	686-6043	INS TRF SIG PL AM(S)1 ARM(40')LUM	4	EA	\$ 7,834.65	\$ 31,338.60		\$ -	\$ 8,635.00	\$ 34,540.00	\$ 12,750.00	\$ 51,000.00
30	687-6001	PED POLE ASSEMBLY	4	EA	\$ 2,095.20	\$ 8,380.80		\$ -	\$ 3,600.00	\$ 14,400.00	\$ 2,350.00	\$ 9,400.00
31	688-6001	PED DETECT PUSH BUTTOMS (APS)	8	EA	\$ 983.13	\$ 7,865.04		\$ -	\$ 800.00	\$ 6,400.00	\$ 990.00	\$ 7,920.00
32	688-6003	PED DETECTOR CONTROLLER UNIT	1	EA	\$ 3,792.37	\$ 3,792.37		\$ -	\$ 2,612.00	\$ 2,612.00	\$ 3,750.00	\$ 3,750.00
33	6001-6001	PORTABLE CHANGEABLE MESSAGE BPARD	28	DAY	\$ 74.77	\$ 2,093.56		\$ -	\$ 320.00	\$ 8,960.00	\$ 475.00	\$ 13,300.00
34	6002-6001	VIVDS PROCESSOR SYSTEM	1	EA	\$ 6,818.68	\$ 6,818.68		\$ -	\$ 6,000.00	\$ 6,000.00	\$ 8,750.00	\$ 8,750.00
35	6002-6002	VIVDS CAMERA ASSEMBLY	4	EA	\$ 1,677.90	\$ 6,711.60		\$ -	\$ 1,700.00	\$ 6,800.00	\$ 1,900.00	\$ 7,600.00
36	6002-6003	VIVDS SET-UP SYSTEM	1	EA	\$ 811.72	\$ 811.72		\$ -	\$ 250.00	\$ 250.00	\$ 1,500.00	\$ 1,500.00
37	6002-6004	VIVDS CENTRAL CONTROL	1	EA	\$ 2,974.71	\$ 2,974.71		\$ -	\$ 725.00	\$ 725.00	\$ 1,250.00	\$ 1,250.00
38	6002-6005	VIVDS COMMUNICATION CABLE (COAXIAL)	1,151	LF	\$ 2.81	\$ 3,234.31		\$ -	\$ 5.00	\$ 5,755.00	\$ 3.35	\$ 3,855.85
39	6027-6003	CONDUIT (PREPARE)	1,070	LF	\$ 2.66	\$ 2,846.20		\$ -	\$ 4.00	\$ 4,280.00	\$ 3.50	\$ 3,745.00
40	6027-6008	GROUND BOX (PREPARE)	4	EA	\$ 990.22	\$ 3,960.88		\$ -	\$ 1,200.00	\$ 4,800.00	\$ 250.00	\$ 1,000.00
41	6057-6001	RADAR ADVANCE SELECTION DEVICES (RADD)	4	EA	\$ 7,847.50	\$ 31,390.00		\$ -	\$ 6,500.00	\$ 26,000.00	\$ 7,750.00	\$ 31,000.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		American Lighting and Signalization		Austin Traffic Signal		G Carter Construction	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
42	6058-6001	BATTERY BACK-UP SYSTEM FOR SIGNAL CABINETS	1	EA	\$ 7,797.12	\$ 7,797.12		\$ -	\$ 7,200.00	\$ 7,200.00	\$ 7,500.00	\$ 7,500.00

DID NOT PROVIDE A BID FORM

Item 416-6004 has a mathematical error. The item is correctly tallied above with the Contractors unit price. The Contractor submitted a bid form showing the total for the item as \$21,120.00

The Contractor submitted a bid form with hand written amounts. Item 682-6006 has an incorrect total on the submitted bid form but the bid total is mathematically correct.

NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT

43	999-WC01	FORCE ACCOUNT	5,000	DOL	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00
TOTAL COST ADJUSTED FOR CORRECTNESS					\$	250,233.74	\$	5,000.00	\$	267,031.15	\$	306,666.70
ACTUAL BID PROPOSAL						\$250,233.74		\$253,894.88		\$266,951.15		\$306,666.70
ADJUSTMENT DIFFERENCE					\$	-	\$	(248,894.88)	\$	80.00	\$	-
Bid Bond								Y		Y		Y
Bid Affidavit								Y		Y		Y
Conflict of Interest Questionnaire								Y		Y		Y
Bidder References (Minimum of Three)								Y		Y		Y



May 30, 2018

Ms. Christen Eschberger, P.E.
Hntp Corporation

RE: 1804-222 Neenah Ave at Pearson Ranch Rd Traffic Signal Bid Award Recommendation

Dear Ms. Eschberger:

Kimley-Horn has reviewed the bids submitted by Austin Traffic Signal Construction Co, Inc. (ATS) and G Carter Construction Company Inc. (G Carter) for the Neenah Ave. at Pearson Ranch Rd Traffic Signal project on May 16, 2018. Bid package received from American Lighting and Signalization (ALS) was deemed non-responsive due to missing bid form.

On G Carter's bid form, a typos was noticed on bid item #22 "0682 6006 – VEH SIG SEC (12")(LED)(RED ARW)". The bid form shows Amount Bid as \$2,800 for the said item; the correct amount should be \$1,400. However, the total bid is correctly shown to add up to \$306,666.70.

On ATS bid form, a typos was noticed on bid item #2 "DRILL SHAFT (36IN)". The bid form shows Amount Bid as \$21,120 for the said item; the correct amount should be \$21,200. The total bid should be increased by \$80 from \$266,951.15 to \$267,031.15.

Based on bid-tabulation comparison, Kimley-Horn has determined that ATS is the lowest bidder on the above mentioned project. A summary of bid comparison is attached.

Kimley-Horn recommends that Williamson County award the contract for the above project to ATS for \$267,031.15 contingent on ATS meeting all other bidding and contracting requirements for the said project.

Please contact me at (512) 418-4536 or vivek.deshpande@kimley-horn.com should you have any questions.

Sincerely,

Vivek Deshpande, P.E., PTOE.

Attachment: Bid Tabulation Comparison



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	OFFICE USE ONLY CERTIFICATION OF FILING
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. AUSTIN TRAFFIC SIGNAL ROUND ROCK, TX United States	Certificate Number: 2018-358010 Date Filed: 05/23/2018 Date Acknowledged:
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. WILLIAMSON COUNTY	

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Solicitation 1804-222
 Traffic Signal - Pearson at Neenah

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Shin, Fred	Roundrock, TX United States	X	

5 Check only if there is NO Interested Party.

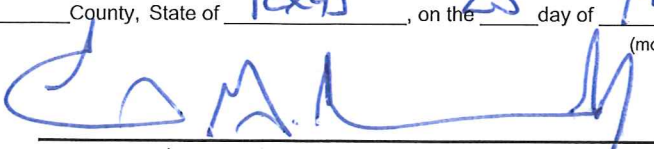
6 UNSWORN DECLARATION

My name is Edward G. Schroeder, and my date of birth is 5-14-61.

My address is 609 Lido (street), Lakeway (city), TX (state), 78734 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 23rd day of May, 2018.



 Signature of authorized agent of contracting business entity (Declarant)

Commissioners Court - Regular Session

31.

Meeting Date: 06/05/2018

Animal Shelter canopy

Submitted By: Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the agreement between T.F. Harper & Associates LP and Williamson County Animal Shelter in the amount of \$6,371.00 for shade canopies per BuyBoard contract #512-16 and authorizing the execution of the agreement.

Background

This agreement is for shade canopies for the Animal Shelter. The funding is 01.0546.0546.004509.

Fiscal Impact

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

Attachments

Canopies

Form Review

Inbox

Purchasing (Originator)
 County Judge Exec Asst.
 Form Started By: Jayme Jasso
 Final Approval Date: 05/31/2018

Reviewed By

Randy Barker
 Wendy Coco

Date

05/31/2018 09:52 AM
 05/31/2018 10:16 AM
 Started On: 05/31/2018 08:31 AM

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**SERVICES CONTRACT
FOR SHELTER CANOPY &
INSTALLATION
(ANIMAL SHELTER)
(BuyBoard #512-16)**

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 **T.F. Harper & Associates LP** (hereinafter “Service Provider”), 103 Red Bird Ln., Austin, TX 78745 (512-440-0707). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided. Service

Provider agrees to indemnify, hold harmless, and defend The County against any claim, demand, loss, injury, damages, action, or liability of any kind against The County resulting from any services Service Provider perform on behalf of The County.

II.

No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

III.

No Assignment: Service Provider may not assign this contract.

IV.

Compliance with All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

V.

Consideration and Compensation: Service Provider will be compensated based on the attached Fee Proposal/Scope of Work, dated May 23, 2018, which is marked as Exhibit "A" and incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is \$6,371.00, unless amended by a change order and approved by the Williamson County Commissioners Court.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be

written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability <i>(including premises, completed operations and contractual)</i>	\$1,000,000	\$1,000,000
Aggregate policy limits:		\$2,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury <i>(including death)</i>	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits		No aggregate limit

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors

worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service

Provider expressly acknowledges that he or she is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

As described in the Fee Proposal with Scope of Work, dated May 23, 2018, which is incorporated herein as if copied in full.

IX.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this agreement.

X.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XI.

Termination: This agreement may be terminated at any time at the option of either party, without *future or prospective* liability for performance upon giving thirty (30) days written notice thereof.

XII.

Venue and Applicable Law: Venue of this contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XIII.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph XI above.

XIV.

Severability: In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any

respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XV.

Right to Audit: Service Provider agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that The County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

XVI.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this contract on behalf of The County.

WITNESS the signatures of all parties in duplicate originals this the ____ day of _____, 2018.

WILLIAMSON COUNTY:

Authorized Signature

T.F. Harper & Associates, LP SERVICE PROVIDER:

By: Harper Services, LLC
general partner of T.F. Harper & Associates, LP

By: Thomas F. Harper Authorized Signature
Thomas F. Harper, Manager of Harper Services, LLC
in its capacity as general partner for T.F. Harper & Associates, LP

Exhibit "A"
(Quote/Scope of Work, May 23, 2018)



BUYBOARD QUOTE

103 Red Bird Lane
Austin, Texas
78745-3122

TO: Williamson Co. Regional Animal Shelter
 Attn: Cheryl Schneider
 Address: 1855 SE Inner Loop, Georgetown, TX 78626
 Install Site:
 Phone: 512-943-3597
 Email: cschneider@wilco.org

CONTRACT #512-16

**FOR PURCHASE THRU BUYBOARD. PLEASE FAX
 YOUR PURCHASE ORDER AND SIGNED QUOTE
 TO BUYBOARD AND T.F. HARPER &
 ASSOCIATES LP TO INSURE COMPLIANCE &
 RECEIPT OF YOUR ORDER.**

QUOTE#: 052318-06tb
 DATE: May 23, 2018

4 Post Residential Grade Shade Structure

QTY	DESCRIPTION OF EQUIPMENT	UNIT PRICE	TOTAL COST
1	Modern Shade 4 Post HIP Shade Canopy, 22' X 23' X 7' Eave Height, Residential Grade, In-Ground		\$3,719.00
	Less Buyboard Discount		(\$298.00)
1	Freight on Above Equipment		\$287.00
1	Installation of Above Equipment		\$2,663.00
	Residential grade shade structures are designed for 60 mph winds at 3 second gusts; membranes (tops) must be removed if weather conditions are expected to exceed design limits.		
	Permits & Sealed Engineered Drawings are not available for residential grade shade structures.		
		Sales Tax	Exempt
	TOTAL		\$6,371.00

QUOTE IS VALID FOR 30 DAYS FROM DATE OF QUOTE OR FROM DATE OF REVISION
PRICING IS BASED ON REMOVING / REPLACING A FENCE SECTION FOR TRUCK / BOBCAT ACCESS.
PERMITTING & SEALED ENGINEERED DRAWINGS ARE NOT AVAILABLE FOR RESIDENTIAL GRADE SHADE STRUCTURES.
IF ROCK IS ENCOUNTERED WHEN DRILLING, THERE MAY BE AN ADDITIONAL CHARGE.

NOT INCLUDED: Sales Tax, Permits/Bonds/Fees (if required), Site Work in Excess of Normal Installation (example: site prep - excavation/infill, concrete slab, french drains, excess rock removal, landscaping), Sealed Engineered Drawings.

Any installation charges quoted are based upon a soil work site (not rocky) that is freely accessible by truck, no fencing, tree/landscaping or utility obstacles, etc.), and level (+/- 1-2% max slope). Any site work not expressly described is excluded. All underground utilities must be located and clearly marked before any work can begin. Installation of all products (equipment, borders, ground cover, amenities) are as quoted and approved by acceptance of quote/drawings. The installer is not responsible for any damages or re-work resulting from after-hours events or activities during the work in progress period. The customer is responsible for maintaining the integrity of completed installation work until components have seated and/or cured (concrete footings, etc.).

Payment Terms: 50% due (\$3,185.50) with signed quote; Balance due upon completion of work and receipt of invoice
Estimated Delivery & Installation: 10 weeks after receipt of signed quote & color selection.

PLEASE SIGN & RETURN ATTACHED ROCK/UNDERGROUND UTILITY CLAUSE WITH YOUR SIGNED QUOTE.

Accepted by: _____
 Date: _____ P.O. # (if applicable): _____

Thank you for giving us the opportunity to quote this equipment.
 Jessica Carter, Sales Consultant

Commissioners Court - Regular Session

32.

Meeting Date: 06/05/2018

Invitation for Bid# 1805-232 State Hwy 29 at CR 200 Loop 332

Submitted For: Randy Barker

Submitted By: Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for State Hwy 29 at CR 200 Loop 332 under Invitation For Bid #1805-232.

Background

Williamson County is seeking qualified contractors for adding turn lanes on SH 29, widening of CR 200 and Loop 332 and installation of a new traffic signal. The widening work consists of grading, drainage improvements, flexible base, HMAC paving, traffic signal, striping & signing. Estimated time of completion is 180 calendar days to substantial completion, and 30 additional calendar days to final completion, with an estimated cost of \$1,570,274.73. The point of contract is HNTB; 2013 Road Bonds along with Federal Funds will be utilized.

Fiscal Impact

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

Attachments

Public Notice

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Johnny Grimaldo
Final Approval Date: 05/31/2018

Reviewed By

Randy Barker
Wendy Coco

Date

05/31/2018 10:55 AM
05/31/2018 10:59 AM
Started On: 05/31/2018 09:36 AM

PUBLIC NOTICE WILLIAMSON COUNTY INVITATION FOR BIDS

Williamson County Commissioner's Court invites the submission of sealed bids for:

State Highway 29 at CR 200 - Loop 332

Williamson County is seeking qualified contractors to widen the existing roadway. The widening work consists of grading, drainage improvements, flexible base, HMAC paving, traffic signal, striping & signing. Estimated time of completion is 180 calendar days to substantial completion, and 30 additional calendar days to final completion, with an estimated cost of \$1,570,274.73.

Sealed bids will be publicly opened and read aloud in the Williamson County Purchasing Department, 901 South Austin Avenue, Georgetown, Texas on 6/27/2018 at 10:30 A.M.

Bids must be received on or before 6/27/2018 at 10:30 A.M.

Bid documents and plans may be viewed and responded to by registering with BIDSYNC at www.bidsync.com.

No fee is required to register with Bidsync as a Williamson County Supplier, or to participate in the County's solicitation process. The receipt of electronic bids will be registered in Bidsync. The Time-Date Stamp Clock located at the Williamson County Purchasing Department will serve as the official clock for the purpose of verifying the date and time of receipt of Paper Bids.

There will be a Non-Mandatory Pre-Bid Conference on 6/13/2018 at 2:30 P.M. 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 Johnny Grimaldo, Purchasing Specialist III, under the direction of Randy Barker, Purchasing Agent for Williamson County, 512-943-1553.

This notice is issued by order of the Williamson County Commissioners' Court on 6/5/2018; Dan A. Gattis, County Judge.

Commissioners Court - Regular Session

33.

Meeting Date: 06/05/2018

Mobile Outreach Team Clinical Training Supplement BA 06-05-2018

Submitted For: Melanie Denny

Submitted By: Angela Schmidt, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

The county has contracted with Texas A&M University Health and Science Center (TAMUHSC) to provide clinical training experience for TAMUHSC students. The sum of \$100.00 per unit is paid to the county when the student is supervised directly by the Mobile Outreach Team. The county employee supervising the student is paid a stipend for the training. The Budget Amendment is to recognize additional revenue and expenditures related to the training. The Budget Amendment reflects January - April 2018.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.333220	Payments From Other Entities	\$700.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Angela Schmidt

Final Approval Date: 05/31/2018

Reviewed By

Wendy Coco

Date

05/31/2018 10:15 AM

Started On: 05/30/2018 12:53 PM

Commissioners Court - Regular Session

34.

Meeting Date: 06/05/2018

Mobile Outreach Team Clinical Training Supplement BA 06-05-2018

Submitted For: Melanie Denny

Submitted By: Angela Schmidt, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

The county has contracted with Texas A&M University Health and Science Center (TAMUHSC) to provide clinical training experience for TAMUHSC students. The sum of \$100.00 per unit is paid to the county when the student is supervised directly by the Mobile Outreach Team. The county employee supervising the student is paid a stipend for the training. The Budget Amendment is to recognize additional revenue and expenditures related to the training. The Budget Amendment reflects January - April 2018.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0341.001920	Medical School Stipend	\$553.00
	0100.0341.002010	FICA	\$42.28
	0100.0341.002020	Retirement	\$27.65
	0100.0341.002050	Worker's Comp	\$77.07

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Angela Schmidt
Final Approval Date: 05/31/2018

Reviewed By

Wendy Coco

Date

05/31/2018 10:15 AM
Started On: 05/30/2018 12:58 PM

Commissioners Court - Regular Session

35.

Meeting Date: 06/05/2018

DA Budget Amendment 06-05-2018

Submitted For: Melanie Denny

Submitted By: Angela Schmidt, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues related to District Attorney's office for the purpose of SANE (Sexual Assault Nurse Examiner) exams:

Background

The increase in SANE exams can be attributed to two factors, among others: SANE nurses are more readily available and exams can often be done immediately after the Forensic Interview rather than scheduling at a later date. Second, exams in past years could not be performed within 96 hours of the alleged assault (acute). The Children's Advocacy Center can now do exams regardless of the time of the alleged assault. The State (Attorney General's Office) will reimburse the County (dollar for dollar) for these expenditures.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.370517	SA Medical Reimbursement	\$29,000.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Angela Schmidt

Final Approval Date: 05/31/2018

Reviewed By

Wendy Coco

Date

05/31/2018 10:15 AM

Started On: 05/30/2018 01:46 PM

Commissioners Court - Regular Session**36.****Meeting Date:** 06/05/2018

DA Budget Amendment 06-05-2018

Submitted For: Melanie Denny**Submitted By:** Angela Schmidt, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items**Information****Agenda Item**

Discuss, consider, and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures related to District Attorney's office for the purpose of SANE (Sexual Assault Nurse Examiner) exams:

Background

The increase in SANE exams can be attributed to two factors, among others: SANE nurses are more readily available and exams can often be done immediately after the Forensic Interview rather than scheduling at a later date. Second, exams in past years could not be performed within 96 hours of the alleged assault (acute). The Children's Advocacy Center can now do exams regardless of the time of the alleged assault. The State (Attorney General's Office) will reimburse the County (dollar for dollar) for these expenditures.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0440.004203	SA Medical Exams	\$29,000.00

Attachments*No file(s) attached.***Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Angela Schmidt

Final Approval Date: 05/31/2018

Reviewed By

Wendy Coco

Date

05/31/2018 10:15 AM

Started On: 05/30/2018 02:13 PM

Commissioners Court - Regular Session

37.

Meeting Date: 06/05/2018

Economic Development

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:

- a) Business prospect(s) that may locate or expand within Williamson County.
- b) Discuss North Woods Road District.
- c) Project Amazon
- d) Wolf Lakes
- e) Project Capstone
- f) Project Dalton House

Background

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.
 Form Started By: Charlie Crossfield
 Final Approval Date: 05/31/2018

Reviewed By

Wendy Coco

Date

05/31/2018 10:59 AM
 Started On: 05/31/2018 10:48 AM

Commissioners Court - Regular Session

38.

Meeting Date: 06/05/2018

Executive Session

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

A. Real Estate Owned by Third Parties

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.
- r) Discuss the Brushy Creek Trail Easement acquisition from the Steve and Brandy Jones (a.k.a. 620 Cafe)
- s) Discuss the acquisition of real property for Corridor H

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
 - f) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)
 - g) Discuss property usage at Longhorn Junction
- 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

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 05/31/2018

Reviewed By

Wendy Coco

Date

05/31/2018 10:59 AM

Started On: 05/31/2018 10:47 AM