NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
SEPTEMBER 4TH, 2018
9:30 A.M.

The Commissioner's Court of Williamson County, Texas will meet in regular session in the Commissioner's Courtroom, 710 Main Street, in Georgetown, Texas to consider the following items:

1. Review and approval of minutes.

2. Consider noting in minutes any off right-of-way work on any County road done by Road & Bridge Division.

3. Hear County Auditor concerning invoices, bills, Quick Check Report, wire transfers and electronic payments submitted for payment and take appropriate action including, but not limited to approval for payment provided said items are found by the County Auditor to be legal obligations of the county.

4. Citizen comments. Except when public hearings are scheduled for later in the meeting, this will be the only opportunity for citizen input. The Court invites comments on any matter affecting the county, whether on the Agenda or not. Speakers should limit their comments to three minutes. Note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

CONSENT AGENDA
The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the consent agenda in order that the court discuss and act upon it individually as part of the Regular Agenda.
(Items 5 – 33)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0440-003010	Computer Equipment	4000.00
To	0100-0440-003100	Office Supplies	4000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0409.004711	Tax Appraisal District	7,000.00
From	0100.0409.004998	Contingencies	10,000.00
To	0100.0409.004100	Professional Services	17,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
To	0100-0405-002010	Veteran Svcs/FICA	$172.13
To	0100-0405-002020	Veteran Svcs/Retirement	$313.65
From	0100-0405-004999	Veteran Svcs/Miscellaneous	$500.00
From	0100-0405-003005	Veteran Svcs/Office Furniture	$2,235.78
To	0100-0405-001101	Veteran Svcs/P/T Salaries	$2,250.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0499-004350	Printed forms, books, binders	$7,500.00
To	0100-0499-003005	Office Furniture	$1,500.00
To	0100-0499-003006	Office Equipment	$3,000.00
To	0100-0499-003100	Office supplies	$3,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.003011	Computer Software	$685.00
To	0100.0560.003010	Computer Equipment	$685.00
From	0100.0560.005008	L.E. Equipment > $5,000	$1,835.00
To	0100.0560.004850	RCS Radio Fees	$1,835.00

10. Discuss, consider and take appropriate action on approving a line item transfer for JP 1.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0451.004999	Miscellaneous	$500.00
From	0100.0451.003901	Publications/Books	$350.00
To	0100.0451.004212	Postage	$850.00
From	0100.0451.003006	Office Equipment	$1,000.00
From	0100.0451.004350	Printed Materials	$1,000.00
To	0100.0451.003100	Office Supplies	$2,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.003307	Pharmaceutical	2500.00

To	0100.0576.003316	Medical	2500.00
From	0100.0576.003102	Safety Supplies	1000.00
To	0100.0576.003003	Radio Equipment	1000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003307	Pharmaceuticals	$3,000.00
To	0100.0570.003200	Medical Supplies	$3,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004810	Lawn Service	36,000
To	0100.0509.004510	Facility Maint & Repair	36,000
From	0100.0509.004990	Solid Waste Mgmt/Recycling	6,500
To	0100.0509.004512	Kitchen Maint & Repair	6,500
From	0100.0509.004962	Janitorial Contract Services	1,400
To	0100.0509.003005	Office Furniture	1,400

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-005730	Radio Equipment > $5,000	$45,000.00
To	0200-0210-003101	Educ Aids/Matls	$13,500.00
To	0200-0210-003010	Computer Equipment < $5,000	$31,500.00

15. Discuss, consider and take appropriate action on a line item transfer for Justice of the Peace, Precinct #1.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Autopsy	$36,000
To	0100-0451-004190	JP1/Autopsy	$33,000
To	0100-0451-004192	JP1/Transport Autopsy	$3,000

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

Fiscal Impact

From/To	Acct No.	Description	Amount

From	0100.0475.004902	Co Atty Leg Supp	$3,009.25
To	0100.0475.003005	Office Furniture	$1,904.70
To	0100.0475.003311	Uniforms	$1,104.55

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-005400	Bridges	$3,000.00
To	0200-0210-003553	Signs	$3,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100.0560.005008	L.E. Equip. >$5,000	$1,500.00
TO	0100.0560.004100	Professional Services	$1,500.00

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

20. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including ten (10) Desktops and five (5) Laptops, pursuant to Tx. Local Govt Code 263.152.

21. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through Trade-in of one (1) 2012 Wheeled Coach Ambulance, one (1) 2012 Ford F450, one (1) 2013 Ford F450, and one (1) 2013 Wheeled Coach Ambulance, pursuant to Tx. Local Govt Code 263.152.

22. Discuss, consider and take any appropriate action regarding approval or ratification of monthly Treasurer's Report on Williamson County Finances for April through July 2018 pursuant to Texas Local Government Code §114.026.

23. Discuss, consider and take action on approving the Investment Reports for the Quarter ending June 30, 2018 which was approved by the Investment Committee on July 18, 2018.

24. Discuss, consider and take any appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Fellowship Church (Traffic control and security during various church services in Round Rock)

25. Discuss, consider and take appropriate action on renewal of Information Release Contract between Texas Workforce Commission and Williamson County Constable Precinct Two.

26. Discuss, consider and take any appropriate action regarding renewal of MOU between Williamson County EMS and TDHRC to require notifications to county emergency medical services as necessary for provision of medical transport services in the interest of public health and safety.

27. Discuss, consider and take appropriate action on accepting and approving a report on the Regional Animal Shelter Expansion Project; Change Order # 5 in the amount of $22,520.00 to approve funding from within the existing contract for additional access, fire suppression and demolition scopes of work, 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 by the Construction Manager and Owner's Contingencies.

28. Discuss, consider and take appropriate action on accepting and approving a report on the Georgetown Annex Project; Change Order # 16 in the amount of $18,039.40 to approve funding from within the existing contract for additional masonry, concrete and electrical scopes of work, 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 by the Construction Managers Contingency.

29. Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County North Campus Project; Change Order #63 in the amount of $6,533.00 to approve funding from within the existing contract for additional fencing and striping scopes of work, 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.

30. Discuss, consider, and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 1 Section 21 subdivision - Pct 3.

31. Discuss, consider, and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 1 Section 6B subdivision - Pct 3.

32. Discuss, consider, and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 1 Section 6C subdivision - Pct 3.

33. Discuss, consider, and take appropriate action on approval of the final plat for the Ranches at Salado Brook subdivision - Pct 3.

REGULAR AGENDA

34. Discuss, consider and take appropriate action on a resolution making September Suicide Prevention Awareness Month in Williamson County.

35. Discuss, consider and take appropriate action on resolution declaring September 2018 as Preparedness Month in Williamson County, Texas.

36. Discuss, consider and take appropriate action on recognizing the Purchasing Department as the recipient of the 2018 Achievement of Excellence in Public Procurement Award by the National Procurement Institute (NPI).

37. Discuss consider and take appropriate action on Proclaiming September as Family Mealtime Month.

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

39. Discuss, consider and take appropriate action on Work Authorization No 6 in the amount of $2,995,620.00 to expire on September 30, 2019 under Williamson County Contract for Engineering Services between Prime Strategies, Inc. and Williamson County dated May 13, 2014 for FY2019 WilCo Road Bond Program Planning, Design and Program Management.

40. Discuss, consider and take appropriate action on Supplemental No 1 to Work Authorization No 2 under Williamson County Contract between Prime Strategies, Inc. and Williamson County dated May 22, 2017 for engineering management services required for the Williamson County Long Range Transportation Plan Corridor Program.

41. Discuss, consider and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move $438,000 from 2013 Road Non-Departmental (P290) to CR 258 Phase II (P256).

42. Discuss, consider and take appropriate action on a Real Estate Contract with Russell J. and Raquel M. Salisbury for ROW needed on CR 111, Parcel 34. Funding Source: Road Bonds P249

43. Discuss, consider and take appropriate action on approving a proposal of insurance from McGriff, Seibels & Williams of Texas, Inc. to bind general liability insurance for the property located at 350 Exchange Boulevard, Hutto, Texas, which is to be used for purposes of Williamson County Precinct 4 offices from September 1, 2018 to December 15, 2018.

44. Discuss, consider and take appropriate action on authorizing the County Judge to execute the August 22, 2018 Proposal as submitted by Williamson County and Cities Health District to Provide Influenza Vaccines in the Benefit Plan Year of 2018 to Williamson County Employees and Covered Dependents.

45. Discuss, consider, and take appropriate action on authorizing an agreement with Let's Grow Leaders .

46. Discuss, consider and take appropriate action on an authorized use agreement with Expressions in Video, Inc. for filming a short film in the historic jail on Saturday, September 8, 2018.

47. Discuss and take appropriate action on renewal of contract with the Texas State Library and the County Clerk.

48. Discuss, consider and take appropriate action on the FY18/19 Budget Order.

49. Discuss, consider, and take appropriate action on approving the service contract between Marathon Engineering Corporation and Williamson County for jail safety padding repair, in the not-to-exceed amount of $12,576.00, and exempting this purchase from competitive bidding requirements as per Texas Local Government Code Discretionary Exemption 262.024(a)(2) and (a)(3).

50. Discuss, consider, and take appropriate action on authorizing the annual System Support Agreement with Infax, Inc., for system and maintenance support of the Electronic Docket System covering the term of 10/1/2018 through 09/30/2019 for the annual amount of $8,300.

51. Discuss, consider, and take appropriate action on authorizing the extension of Hauling Services with the primary vendor, Statewide Materials Transport, Ltd. for the term of September 12, 2018 - September 11, 2019, Terms and conditions remain the same as the existing contract with the exception of department approved unit price increases for contracted items per the attached pricing sheet. The secondary bidder, Lewis Clark Trucking, chose not to renew their contract for another term.

52. Discuss, consider, and take appropriate action on approving the service contract between Quality Tree and Lawn and Williamson County for a Tree Pruning Project at Berry Springs Park, in the not to exceed amount of $16,800.00, and authorizing the execution of the agreement.

53. Discuss, consider, and take appropriate action on approving the Consulting Services Agreement between Rely Information Systems, LLC and Williamson County for DBA patch and upgrade assistance and general Oracle DBA support and maintenance of Williamson County Oracle applications. Exemption of the services to be provided under the agreement from the competitive bidding proposal requirements are per the County Purchasing Act, pursuant to the discretionary exemption for personal services, as set forth under the Texas Local Government Code, Section 262.024 (a)(4).

54. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive competitive sealed proposals for Brushy Creek Regional Trail - Phase V under RFCSP #1808-253.

55. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed statements of qualifications for On-Call Environmental Services under RFQ #1808-254.

56. Discuss, consider and take appropriate action on approving a Services Contract for Fixed Asset Management Program and Software (BuyBoard Contract #498-15) between Williamson County and RCI Technologies, Inc. for the amount of $47,000.00 and authorizing execution of the contract.

57. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Ronald Reagan Blvd. Turn Lanes Widening at Santa Rita Blvd. under IFB #1808-256

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)."

58. 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
g) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366

59. 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 the acquisition of real property for CR 111.
r) Discuss the acquisition of real property for Corridor H
s) Discuss an Interlocal Agreement with the City of Hutto regarding CR 163.
t) Discuss the acquisition of drainage easements on the Forest North Drainage Project.
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.

60. 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) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
f) Appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and Payment of Disputed Employment Taxes Pending Appeal
g) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
h) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
i) Berry Springs Park and Preserve pipeline
j) 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.
k) 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.
l) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
m) 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
n) Employment law claims of Michelle Williams, Andrenia McGowen and/or Raphaela Johnson.
o) 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.
p) 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.
q) 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
r) 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.
s) Discuss law in relation to Williamson County compensation policies.
t) Erik Olmeda vs. Williamson County and Keith LNU, In the County Court at Law No. 4 of Williamson County, Texas
u) Cause No. 18-0903-C425; Dee Hobbs, Williamson County Attorney v. Dan A. Gattis, Williamson County Judge, and Terry Cook, Cynthia Long, Valerie Covey and Larry Madsen, County Commissioners; In the 425th District Court of Williamson County, Texas

61. 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).

62. 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)

63. Discuss and take appropriate action concerning economic development.

64. Discuss and take appropriate action concerning real estate.

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

a) Litigation or claims or potential litigation or claims against the County or by the County
b) Status Update-Pending Cases or Claims;
c) 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) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
f) 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
g) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
h) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
i) Berry Springs Park and Preserve pipeline
j) 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.
k) 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.
l) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)

m) 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
n) Employment law claims of Michelle Williams, Andrenia McGowen and/or Raphaela Johnson.
o) 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.
p) 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.
q) 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
r) 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.
s) Discuss law in relation to Williamson County compensation policies.
t) Erik Olmeda vs. Williamson County and Keith LNU, In the County Court at Law No. 4 of Williamson County, Texas
u) Cause No. 18-0903-C425; Dee Hobbs, Williamson County Attorney v. Dan A. Gattis, Williamson County Judge, and Terry Cook, Cynthia Long, Valerie Covey and Larry Madsen, County Commissioners; In the 425th District Court of Williamson County, Texas

66. 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.

67. Comments from Commissioners.

_____
Dan A. Gattis, County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the _____ day of _____, 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: 09/04/2018

Line Item Transfer

Submitted By: Grace Frias, District Attorney

Department: District Attorney

Agenda Category: Consent

Information

Agenda Item

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

Background

We are requesting the transfer of $4000 to purchase flash drives and other items needed for supplies.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0440-003010	Computer Equipment	4000.00
To	0100-0440-003100	Office Supplies	4000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/27/2018 09:03 AM
Budget Office	Ashlie Koenig	08/27/2018 10:07 AM
Form Started By: Grace Frias		Started On: 08/23/2018 01:59 PM
Final Approval Date: 08/27/2018		

Commissioners Court - Regular Session **6.**

Meeting Date: 09/04/2018

LIT

Submitted For: Dan Gattis **Submitted By:** Rebecca Clemons, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer will cover current invoices for August and some anticipated invoices for September.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0409.004711	Tax Appraisal District	7,000.00
From	0100.0409.004998	Contingencies	10,000.00
To	0100.0409.004100	Professional Services	17,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Wendy Coco	08/27/2018 11:03 AM
Budget Office	Ashlie Koenig	08/27/2018 11:22 AM
Form Started By: Rebecca Clemons		Started On: 08/27/2018 10:06 AM
Final Approval Date: 08/27/2018		

Commissioners Court - Regular Session **7.**

Meeting Date: 09/04/2018

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

Submitted For: Donna Harrell **Submitted By:** Donna Harrell, Veteran Services

Department: Veteran Services

Agenda Category: Consent

Information

Agenda Item

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

Background

The Part-time salary line item will be short in order to pay the last two checks for the Administrative Specialist. She has resigned from her position, so this position will not be filled for the month of September. Due to a misunderstanding in the funding, it was assumed that since it had been funded for the 20-30 hour a week position, that the higher range had been funded. During the past year, it has been necessary to have her here at least 25 hours a week, especially when the Administrative Assistant had to be out of the office due to illness or vacation.

Fiscal Impact

From/To	Acct No.	Description	Amount
To	0100-0405-002010	Veteran Svcs/FICA	$172.13
To	0100-0405-002020	Veteran Svcs/Retirement	$313.65
From	0100-0405-004999	Veteran Svcs/Miscellaneous	$500.00
From	0100-0405-003005	Veteran Svcs/Office Furniture	$2,235.78
To	0100-0405-001101	Veteran Svcs/P/T Salaries	$2,250.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/28/2018 03:41 PM
Budget Office	Ashlie Koenig	08/29/2018 09:24 AM
Form Started By: Donna Harrell		Started On: 08/28/2018 01:40 PM
Final Approval Date: 08/29/2018		

Commissioners Court - Regular Session **8.**

Meeting Date: 09/04/2018

Line Item Transfer

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

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

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

Background

In order to have enough funds for the remainder of the fiscal year, this request will cover purchases for office supplies, office furniture and office equipment.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0499-004350	Printed forms, books, binders	$7,500.00
To	0100-0499-003005	Office Furniture	$1,500.00
To	0100-0499-003006	Office Equipment	$3,000.00
To	0100-0499-003100	Office supplies	$3,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/27/2018 09:03 AM
Budget Office	Ashlie Koenig	08/27/2018 10:08 AM
Tax Assessor (Originator)	Judy Kocian	08/27/2018 10:18 AM
Budget Office	Ashlie Koenig	08/27/2018 11:21 AM

Form Started By: Judy Kocian Started On: 08/24/2018 10:31 AM

Final Approval Date: 08/27/2018

Commissioners Court - Regular Session **9.**

Meeting Date: 09/04/2018

Line Item Transfer for County Sheriff

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

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

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

Background

Transferring funds to cover short falls in computer equipment and RCS radio fees.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.003011	Computer Software	$685.00
To	0100.0560.003010	Computer Equipment	$685.00
From	0100.0560.005008	L.E. Equipment > $5,000	$1,835.00
To	0100.0560.004850	RCS Radio Fees	$1,835.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/29/2018 10:02 AM
Budget Office	Ashlie Koenig	08/30/2018 10:16 AM
Form Started By: Starla Hall		Started On: 08/28/2018 04:34 PM
Final Approval Date: 08/30/2018		

Commissioners Court - Regular Session **10.**

Meeting Date: 09/04/2018

Line Item Transfer for JP 1

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving a line item transfer for JP 1.

Background

This request is to provide sufficient funds to cover office supplies and postage expenditures for the remainder of FY18.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0451.004999	Miscellaneous	$500.00
From	0100.0451.003901	Publications/Books	$350.00
To	0100.0451.004212	Postage	$850.00
From	0100.0451.003006	Office Equipment	$1,000.00
From	0100.0451.004350	Printed Materials	$1,000.00
To	0100.0451.003100	Office Supplies	$2,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/30/2018 09:45 AM
Budget Office	Ashlie Koenig	08/30/2018 10:16 AM
Form Started By: Pam Navarrette		Started On: 08/29/2018 02:30 PM
Final Approval Date: 08/30/2018		

Commissioners Court - Regular Session **11.**

Meeting Date: 09/04/2018

Budget Line Item Transfer

Submitted By: John Pelczar, Juvenile Services

Department: Juvenile Services

Agenda Category: Consent

Information

Agenda Item

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

Background

Juvenile Services is requesting line item transfers based on current TYD expenditures and anticipated expenditures for the remainder of FY18.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.003307	Pharmaceutical	2500.00
To	0100.0576.003316	Medical	2500.00
From	0100.0576.003102	Safety Supplies	1000.00
To	0100.0576.003003	Radio Equipment	1000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/30/2018 09:45 AM
Budget Office	Ashlie Koenig	08/30/2018 10:17 AM
Form Started By: John Pelczar		Started On: 08/29/2018 03:21 PM
Final Approval Date: 08/30/2018		

Commissioners Court - Regular Session **12.**

Meeting Date: 09/04/2018

Line Item Transfer for County Sheriff

Submitted For: Robert Chody **Submitted By:** Abigail Dass, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

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

Background

Transferring funds to cover short fall in Medical Supplies and to cover cost for service fees and box/container fees from Biomedical Waste solutions who disposes of our Biohazard needle containers, soiled and contaminated materials.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003307	Pharmaceuticals	$3,000.00
To	0100.0570.003200	Medical Supplies	$3,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/30/2018 09:45 AM
Budget Office	Ashlie Koenig	08/30/2018 10:17 AM
Form Started By: Abigail Dass		Started On: 08/29/2018 04:46 PM
Final Approval Date: 08/30/2018		

Commissioners Court - Regular Session **13.**

Meeting Date: 09/04/2018

Line Item Transfer

Submitted By: Gina Wrehsnig, Infrastructure

Department: Infrastructure **Division:** Building Maintenance

Agenda Category: Consent

Information

Agenda Item

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

Background

Facilities is requesting line item transfers based on current YTD expenditures and anticipated expenditures for the remainder of FY18.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004810	Lawn Service	36,000
To	0100.0509.004510	Facility Maint & Repair	36,000
From	0100.0509.004990	Solid Waste Mgmt/Recycling	6,500
To	0100.0509.004512	Kitchen Maint & Repair	6,500
From	0100.0509.004962	Janitorial Contract Services	1,400
To	0100.0509.003005	Office Furniture	1,400

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/30/2018 09:45 AM
Budget Office	Ashlie Koenig	08/30/2018 10:18 AM
Form Started By: Gina Wrehsnig		Started On: 08/30/2018 07:31 AM
Final Approval Date: 08/30/2018		

Commissioners Court - Regular Session **14.**

Meeting Date: 09/04/2018

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

Submitted For: Terron Evertson **Submitted By:** Kelly Murphy, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is necessary to furnish conference rooms with training equipment and update computer equipment for paperless plan review.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-005730	Radio Equipment > $5,000	$45,000.00
To	0200-0210-003101	Educ Aids/Matls	$13,500.00
To	0200-0210-003010	Computer Equipment < $5,000	$31,500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/30/2018 10:09 AM
Budget Office	Ashlie Koenig	08/30/2018 10:18 AM
Form Started By: Kelly Murphy		Started On: 08/30/2018 09:43 AM
Final Approval Date: 08/30/2018		

Commissioners Court - Regular Session **15.**

Meeting Date: 09/04/2018

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 Justice of the Peace, Precinct #1.

Background

Funds remaining in the autopsy line are $15,400 and we have $26,100 in bills in AP. The transport line has a balance of $215 remaining with bills in the amount of $700. This transfer should cover anticipated invoices through 9/30/18.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Autopsy	$36,000
To	0100-0451-004190	JP1/Autopsy	$33,000
To	0100-0451-004192	JP1/Transport Autopsy	$3,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/30/2018 10:59 AM
Form Started By: Ashlie Koenig		Started On: 08/30/2018 10:18 AM
Final Approval Date: 08/30/2018		

Commissioners Court - Regular Session **16.**

Meeting Date: 09/04/2018

Line Item Transfer

Submitted For: D. Hobbs **Submitted By:** Stephanie Lloyd, County Attorney

Department: County Attorney

Agenda Category: Consent

Information

Agenda Item

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

Background

This line item transfer from our Legislative dollars is needed to replace chairs in one of our conference rooms and to pay for vest and jacket for our investigator.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0475.004902	Co Atty Leg Supp	$3,009.25
To	0100.0475.003005	Office Furniture	$1,904.70
To	0100.0475.003311	Uniforms	$1,104.55

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/30/2018 11:50 AM
Budget Office	Ashlie Koenig	08/30/2018 12:26 PM
Form Started By: Stephanie Lloyd		Started On: 08/30/2018 09:51 AM
Final Approval Date: 08/30/2018		

Commissioners Court - Regular Session **17.**

Meeting Date: 09/04/2018

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

Submitted For: Terron Evertson **Submitted By:** Daribel Texidor, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is necessary in order to place delineators and traffic control devices at different key locations in the County.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-005400	Bridges	$3,000.00
To	0200-0210-003553	Signs	$3,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/30/2018 11:50 AM
Budget Office	Ashlie Koenig	08/30/2018 12:26 PM
Form Started By: Daribel Texidor		Started On: 08/30/2018 11:17 AM
Final Approval Date: 08/30/2018		

Commissioners Court - Regular Session **18.**

Meeting Date: 09/04/2018

Line Item Transfer for County Sheriff

Submitted For: Robert Chody **Submitted By:** Peggy Braun, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

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

Background

Transferring funds to cover short fall in Professional Service.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100.0560.005008	L.E. Equip. >$5,000	$1,500.00
TO	0100.0560.004100	Professional Services	$1,500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/30/2018 11:50 AM
Budget Office	Ashlie Koenig	08/30/2018 12:26 PM
Form Started By: Peggy Braun		Started On: 08/30/2018 11:29 AM
Final Approval Date: 08/30/2018		

Commissioners Court - Regular Session **19.**

Meeting Date: 09/04/2018

Compensation Items

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

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Comp Item

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Tammy Fennell	08/30/2018 10:29 AM
County Judge Exec Asst.	Wendy Coco	08/30/2018 10:59 AM
Form Started By: Kristy Grant		Started On: 08/30/2018 09:16 AM
Final Approval Date: 08/30/2018		

Department	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
911 Communications	1685	Vacant	$36,912.86	N/A	$36,912.86	no change	N/A	N/A	Title, Grade change: Telecom Ofcr I (B.21) to Telecom Ofcr Trainee (B.20); Title/Grade Change Only: Career Ladder Progression	9/7/2018
911 Communications	0157	Vacant	$38,020.24	N/A	$38,020.24	no change	N/A	N/A	Title, Grade change: Telecom Ofcr I (B.21) to Telecom Ofcr Trainee (B.20); Title/Grade Change Only: Career Ladder Progression	9/7/2018

*Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session **20.**

Meeting Date: 09/04/2018

Asset Auction 9/4/2018

Submitted For: Randy Barker **Submitted By:** Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including ten (10) Desktops and five (5) Laptops, pursuant to Tx. Local Govt Code 263.152.

Background

Please see attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset Auction 1

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/30/2018 09:47 AM
County Judge Exec Asst.	Wendy Coco	08/30/2018 10:09 AM
Form Started By: Jayme Jasso		Started On: 08/29/2018 09:12 AM
Final Approval Date: 08/30/2018		

Juvenile Services

Description: Juvenile Justice Computer Turn Information

Generated: 8/24/18

A#	#	Description	Manufacturer ID#	County Tag#	Condition of Asset
53808	1	Dell OptiPlex 780	8ZW8XL1	2018	Working
53815	2	Dell OptiPlex 780	FXW8XL1	2014	Working
49436	3	Dell OptiPlex 740	DQWD6J1	2319	Working
58115	4	Dell OptiPlex 790	7D5VLS1	2198	Working
65376	5	Dell OptiPlex 7010	J6HPRW1	2175	Working
58133	6	Dell Latitude E6520 Laptop	BRMSBS1	2128	Working
58134	7	Dell Latitude E6520 Laptop	2G0TBS1	4875	Working
58129	8	Dell Latitude E6520 Laptop	HQMSBS1	5299	Working
58124	9	Dell Latitude E6520 Laptop	44NSBS1	N/A	Working
64269	10	Dell Latitude E6520 Laptop	4PRSHV1	2040	Working
——	11	Dell Vostro 220	F7FB6J1	2105	Working
——	12	Dell Vostro 220	87FB6J1	N/A	Working
——	13	Dell Vostro 220	D7FB6J1	2104	Working
——	14	Dell Vostro 220	57FB6J1	2106	Working
——	15	Dell Vostro 270	4H7BCX1	2114	Working

Commissioners Court - Regular Session **21.**

Meeting Date: 09/04/2018

Asset Trade-in 9/4/18

Submitted For: Randy Barker **Submitted By:** Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the disposal of various county assets through Trade-in of one (1) 2012 Wheeled Coach Ambulance, one (1) 2012 Ford F450, one (1) 2013 Ford F450, and one (1) 2013 Wheeled Coach Ambulance, pursuant to Tx. Local Govt Code 263.152.

Background

Please see attached list for details. EMS is trading these vehicles in and replacing them with new ones.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Trade in 1

Trade in 2

Trade in 3

Trade in 4

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/30/2018 09:54 AM
County Judge Exec Asst.	Wendy Coco	08/30/2018 10:09 AM
Form Started By: Jayme Jasso		Started On: 08/29/2018 09:40 AM
Final Approval Date: 08/30/2018		

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY: see comments
Department	540 - EMS
County VIN/Serial Number	1FDUF4CT8CEA60697
Equipment/Door Number	ET1233
License Plate	113-7014
Year	2012
Make	Ford
Model	F450
Comments	Trade-in for new assets of same general type for the county.
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Mike Knipstein 8/3/2018 11:01 AM
Department Transfer	
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Trade-in for new assets of same general type for the county
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 8/3/2018 11:12 AM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 8/13/2018 9:02 AM
To be completed by Auditor's Office **Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.**	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Angela Schmidt 8/28/2018 4:33 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✔ Jayme Jasso 8/29/2018 8:20 AM

Human Resources

Created by Williamson County Technology Services

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY: see comments
Department	540 - EMS
County VIN/Serial Number	321016
Equipment/Door Number	8237WC
License Plate	NA
Year	2012
Make	Wheeled Coach
Model	Ambualnce Box
Comments	Trade in for new assets of same general type for the county. The ambulance box is afixed to the ambulance (ET1233) that is being traded in.
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Mike Knipstein 8/3/2018 11:03 AM
Department Transfer	
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Trade-in for new assets of same general type for the county
Fleet Comments	Box is mounted to truck ET1233. Will be traded in with truck
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 8/3/2018 11:20 AM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 8/10/2018 3:55 PM
To be completed by Auditor's Office **Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.**	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Angela Schmidt 8/28/2018 4:35 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✓ Jayme Jasso 8/29/2018 8:18 AM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY: see comments
Department	540 - EMS
County VIN/Serial Number	331038
Equipment/Door Number	8360WC
License Plate	NA
Year	2013
Make	Wheeled Coach
Model	Ambulance Box
Comments	Trade in for new assets of same general type for the county. The ambulance box is afixed to the ambulance (ET1360) that is being traded in.
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Mike Knipstein 8/27/2018 12:01 PM
Department Transfer	
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Trade-in for new assets of same general type for the county
Fleet Comments	Ambulance box affixed to ET1360
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 8/27/2018 2:33 PM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 8/28/2018 11:40 AM
To be completed by Auditor's Office **Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.**	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Angela Schmidt 8/28/2018 4:28 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✔ Jayme Jasso 8/29/2018 8:23 AM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY: see comments
Department	540 - EMS
County VIN/Serial Number	1FDUF4GT9DEA93631
Equipment/Door Number	ET1360
License Plate	116-5657
Year	2013
Make	Ford
Model	F-450
Comments	Trade-in for new assets of same general type for the county.
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Mike Knipstein 8/27/2018 11:55 AM
Department Transfer	
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Trade-in for new assets of same general type for the county
Fleet Comments	90,837 miles
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 8/27/2018 2:29 PM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 8/28/2018 11:51 AM
To be completed by Auditor's Office **Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.**	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Angela Schmidt 8/28/2018 4:29 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✔ Jayme Jasso 8/29/2018 8:21 AM

Human Resources

Created by Williamson County Technology Services

Commissioners Court - Regular Session **22.**

Meeting Date: 09/04/2018

April-July Treasurer's Report

Submitted For: David Heselmeyer **Submitted By:** David Heselmeyer, County Treasurer

Department: County Treasurer

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take any appropriate action regarding approval or ratification of monthly Treasurer's Report on Williamson County Finances for April through July 2018 pursuant to Texas Local Government Code §114.026.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TR Report 4-7-18

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/30/2018 09:45 AM
Form Started By: David Heselmeyer		Started On: 08/30/2018 09:37 AM
Final Approval Date: 08/30/2018		

TREASURER'S REPORT ON THE WILLIAMSON COUNTY FINANCES

IN THE MATTER OF COUNTY FINANCES
IN THE HANDS OF D. SCOTT HESELMEYER
TREASURER OF WILLIAMSON COUNTY, TEXAS

COMMISSIONERS' COURT
WILLIAMSON COUNTY, TEXAS
IN REGULAR SESSION
SEPTEMBER TERM 2018

IN ACCORDANCE with Section 114.026, Local Government Code, we the undersigned, constituting the entire Commissioners Court of said County, certify that on the ____ day of September, 2018, at the Regular term of Court, we compared and examined the monthly report of D. SCOTT HESELMEYER, Treasurer of Williamson County, Texas, for **April through July 2018**, and finding the same correct, entered an order in the Minutes approving said Report, which states total cash and other assets on hand as $508,851,365.62.

_____
Dan A. Gattis, County Judge

_____
Terry Cook, Commissioner Pct. 1

_____
Cynthia Long, Commissioner Pct. 2

_____
Valerie Covey, Commissioner Pct. 3

_____
Larry Madsen, Commissioner Pct. 4

SWORN TO AND SUBSCRIBED BEFORE ME, by Dan A. Gattis, County Judge, and County Commissioners of said Williamson County, each respectively, on this the _____day _____, A.D., 2018.

_____
Attest: Nancy E. Rister, County Clerk
Clerk of the Commissioners Court in and for
Williamson County, Texas

_____
By: Deputy

AGENDA DATE _____ AGENDA NUMBER _____

WILLIAMSON COUNTY
Statement of Cash Receipts & Disbursements - Summary
Current Period: APR-18

Date: 25-JUN-18 10:08:47
Page: 1

Currency: USD
Entity=01 (Williamson County)

	Beginning Balance	Receipts	Disbursements	Ending Balance
General Operating				
Cash	(1,618,332.79)	183,004,883.77	177,423,934.41	3,962,616.57
Investments - TexPool	69,539,997.71	2,209,915.94	1,566,757.75	70,183,155.90
Investments	368,238,995.30	48,308,093.19	61,955,057.52	354,592,030.97
Investments - Logic	118,216,052.83	80,420,018.47	76,819,694.15	121,816,377.15
Total General Operating	554,376,713.05	313,942,911.37	317,765,443.83	550,554,180.59
Payroll Fund				
Cash	2,443,939.39	12,115,885.29	12,926,323.10	1,633,501.58
Total Payroll Fund	2,443,939.39	12,115,885.29	12,926,323.10	1,633,501.58
SO Commissary Fund				
Cash	323,619.57		74,073.09	249,546.48
Investments - Texpool	1,521,706.18	2,089.25		1,523,795.43
Total SO Commissary Fund	1,845,325.75	2,089.25	74,073.09	1,773,341.91
LPPF - Local Provider Participation Fund				
Cash		4,947,561.46		4,947,561.46
Total LPPF - Local Provider Participation Fund		4,947,561.46		4,947,561.46
Grand Total	558,665,978.19	331,008,447.37	330,765,840.02	558,908,585.54

WILLIAMSON COUNTY
Statement of Cash Receipts & Disbursements
Current Period: APR-18

Date: 25-JUN-18 10:08:49
Page: 1

Currency: USD
Entity=01 (Williamson County)

Object	Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
101000	0100 GENERAL FUND	(18,355,414.47)	69,745,827.07	62,672,875.11	(11,282,462.51)
101000	0200 ROAD & BRIDGE GENERAL FUND	6,184,543.62	1,139,655.83	2,612,210.60	4,711,988.85
101000	0205 RD & BRIDGE SPECIAL PROJECTS	(7,925.30)			(7,925.30)
101000	0231 CAMPO PERSONNEL FUND	(407,351.07)	177.16	115,982.95	(523,156.86)
101000	0250 PASS THRU FUNDING PROGRAM	1,096,279.54	34,467,309.06	34,637,512.28	926,076.32
101000	0310 WM-FUTURE ENVIRONMENTAL LIAB	324,236.49	9,531.25	333,767.74	
101000	0311 WM-MASTER SITE DEVELOPMENT	162,325.05		162,325.05	
101000	0312 WM-COMMUNITY REC FACILITY	162,325.05		30,480.00	131,845.05
101000	0313 WM-CITY OF HUTTO & HUTTO ISD	220,374.42			220,374.42
101000	0340 TOBACCO FUND	551,876.26	944,818.72	523,571.91	973,123.07
101000	0350 LAW LIBRARY FUND	82,078.07	39,720.00	20,331.87	101,466.20
101000	0353 JP #3 TEEN COURT PROGRAM	1,697.88			1,697.88
101000	0355 COURT REPORTER SERVICE FUND	140,133.85	19,020.00	10,818.98	148,334.87
101000	0360 COURTHOUSE SECURITY FUND	156,997.08	37,873.08	30,426.28	164,443.88
101000	0361 JP SECURITY FUND	138,604.22	2,274.72	5,068.04	135,810.90
101000	0364 PRETRIAL PREVENTION PROGRAMS	8,640.00	25,600.00	12,800.00	21,440.00
101000	0365 CHILD SAFETY FUND	(45,480.01)	118,449.08	59,491.47	13,477.60
101000	0366 CHILD ABUSE PREVENTION FUND	569.25	88.88	44.44	613.69
101000	0367 JP #3 TRUANCY PROGRAM FD	109,240.56	9,469.89	5,226.07	113,484.38
101000	0368 JP #2 TRUANCY PROGRAM FD	77,176.75	1,401.11	1,810.57	76,767.29
101000	0369 JP #4 TRUANCY PROGRAM FD	104,295.61	3,346.13	3,187.64	104,454.10
101000	0370 ALTERNATE DISPUTE RESOLUTION FUND	95,429.87	3,804.00	1,902.00	97,331.87
101000	0371 JUV DELIQ PREV FD-GRAFFITI	8,169.67			8,169.67
101000	0372 JUSTICE COURT TECHNOLOGY FUND	(87,629.37)	9,137.42	5,409.78	(83,901.73)
101000	0373 JP #1 TRUANCY PROGRAM FD	31,318.43	620.61	261.63	31,677.41
101000	0374 CTY & DIST CT TECHNOLOGY FUND	85,420.66	1,524.42	762.21	86,182.87
101000	0375 ELECTION SRVS CONTRACT FD	104,519.43	113,338.60	75,867.46	141,990.57
101000	0376 SURPLUS ELECTIONS CONTRACT FUND	365,410.54			365,410.54
101000	0377 ELECTION CHAPTER 19 FUND	(4,989.50)			(4,989.50)
101000	0378 ELECTION HAVA - TITLE II	737,234.36			737,234.36
101000	0380 PROBATE COURT FUND	53,709.36	1,360.00	680.00	54,389.36
101000	0381 GUARDIANSHIP FUND	118,981.90	5,560.00	2,780.00	121,761.90
101000	0382 SPECIALITY COURTS FUND	147,725.62	14,160.38	3,429.64	158,456.36
101000	0384 RCDS ARCHIVE FUND - CO CLERK	297,597.78	101,319.24	257,162.46	141,754.56
101000	0385 RCDS MGMT/PRSRV FD-CO CLRK	1,068,806.55	212,929.18	146,164.81	1,135,570.92
101000	0386 RCDS MGMT/PRSRV FD-DIST CLRK	209,617.68	5,039.54	2,519.77	212,137.45
101000	0387 RCDS TECHNOLOGY FUND-DIST CLK	323,819.95	9,732.36	4,918.62	328,633.69
101000	0388 COURT RCDS PRESERVATION FUND	588,581.83	14,060.00	7,030.00	595,611.83
101000	0390 RCDS MGMT/PRSRV FD-CO WIDE	145,389.19	16,690.62	9,029.48	153,050.33
101000	0399 STATE AGENCY FUND	761,551.90	512,858.86	1,016,937.16	257,473.60
101000	0406 CO ATTY HOT CHECK FUND	4,937.82	2,816.52	1,408.26	6,346.08
101000	0407 D/A WELFARE FRAUD FUND	1,338.50			1,338.50
101000	0408 D/A ASSET FORFEITURES	10,311.15	8,192.74	18,517.96	(14.07)
101000	0410 CO SHRF ASSET FORFEITURES	144,404.59		69,609.28	74,795.31
101000	0490 EMPLOYEE FUND	62,577.69	3,782.38	1,929.53	64,430.74
101000	0503 OUT OF ST/ICE INMATE BILL FD		6,299,399.42	4,660,166.31	1,639,233.11
101000	0507 WC RADIO COMMUNICATION SYSTEM	453,864.18	277,661.80	117,213.21	614,312.77
101000	0508 WMSN CO CONSERVATION FUND	25,299.75	36,634.49	56,128.13	25,806.11

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Object	Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
101000	0515 APPELLATE JUDICIAL SYS FD	3,549.78	6,620.00	6,859.78	3,310.00
101000	0516 UNCLAIMED JUVENILE RESTITUTION	16,667.22	44.95		16,712.17
101000	0545 REGIONAL ANIMAL SHELTER	(362,993.45)	300,041.96	169,787.30	(232,738.79)

101000 0546 REG ANIMAL SHELTER DONATION FUND	574,551.79	26,768.42	27,309.56	574,010.65
101000 0571 JJAEP TIER II FUNDING	320,245.06	9,460.00	14,020.19	315,684.87
101000 0600 DEBT SERVICE-COUNTY WIDE	184,375.74	919,507.94	1,093,404.06	10,479.62
101000 0636 WC HISTORICAL COMMISSION PROGRAM FUND	6,517.30			6,517.30
101000 0777 CAPITAL PROJECTS FUND	1,720,839.53	64,036,613.45	64,838,599.36	918,853.62
101000 0831 831 CAMPO OPERATING	(650,572.43)	25,170.00	184,165.40	(809,567.83)
101000 0852 AVERY RANCH FUND	1,816.89	5,752.80	7,365.48	204.21
101000 0854 PEARSON PLACE RD DIST DEBT SERVICE FUND	675.63	3,084.32	3,759.95	
101000 0855 NORTHWOODS RD DIST OPERATING FUND		2,421.99	2,421.99	
101000 0856 NORTHWOODS RD DIST DEBT SERVICE FUND		4,765.72	3,153.94	1,611.78
101000 0875 SO COMMISSARY FUND	323,619.57		74,073.09	249,546.48
101000 0876 LPDF - LOCAL PROVIDER PARTICIPATION FD		4,947,561.46		4,947,561.46
101000 0880 PAYROLL FUND	2,443,939.39	12,115,885.29	12,926,323.10	1,633,501.58
101000 0882 FLEET MAINTENANCE	806,903.50	347,865.05	177,784.29	976,984.26
101000 0885 WSMN CO BENEFITS FUND	(425,651.58)	2,263,895.40	2,349,117.37	(510,873.55)
101000 0888 FIDUCIARY FUNDS	100,000.00			100,000.00
101000 0999 INDIRECT PROJECTS/GRANTS FD	(373,880.15)	817,687.01	848,427.04	(404,620.18)
Total Cash	1,149,226.17	200,068,330.52	190,424,330.60	10,793,226.09
151000 0100 GENERAL FUND	3,050.60	520.86		3,571.46
151000 0200 ROAD & BRIDGE GENERAL FUND	24,919.11	34.24		24,953.35
151000 0350 LAW LIBRARY FUND	306,260.65	420.48		306,681.13
151000 0355 COURT REPORTER SERVICE FUND	1,105,438.25	1,517.69		1,106,955.94
151000 0360 COURTHOUSE SECURITY FUND	129,860.20	178.25		130,038.45
151000 0365 CHILD SAFETY FUND	366,415.08	502.47	471.08	366,446.47
151000 0370 ALTERNATE DISPUTE RESOLUTION FUND	223,827.68	307.30		224,134.98
151000 0372 JUSTICE COURT TECHNOLOGY FUND	469,957.02	645.22		470,602.24
151000 0384 RCDS ARCHIVE FUND - CO CLERK	1,441,938.82	1,979.73		1,443,918.55
151000 0385 RCDS MGMT/PRSRV FD-CO CLRK	1,412,169.95	1,938.84		1,414,108.79
151000 0390 RCDS MGMT/PRSRV FD-CO WIDE	431,392.48	592.28		431,984.76
151000 0408 D/A ASSET FORFEITURES	324,361.12	10,768.80		335,129.92
151000 0410 CO SHRF ASSET FORFEITURES	816,429.91	1,120.92		817,550.83
151000 0875 SO COMMISSARY FUND	1,521,706.18	2,089.25		1,523,795.43
151100 0100 GENERAL FUND	1,297,887.89	930,317.79	638,005.98	1,590,199.70
151100 0200 ROAD & BRIDGE GENERAL FUND	11,825,790.11	46,126.18		11,871,916.29
151100 0310 WM-FUTURE ENVIRONMENTAL LIAB	4,053.75	334,222.17		338,275.92

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Object Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
151100 0311 WM-MASTER SITE DEVELOPMENT	694,718.45	163,649.12		858,367.57
151100 0312 WM-COMMUNITY REC FACILITY	501,879.01	794.63		502,673.64
151100 0340 TOBACCO FUND	1,280,721.38	2,027.90		1,282,749.28
151100 0508 WMSN CO CONSERVATION FUND	1,126,349.57	1,783.45		1,128,133.02
151100 0600 DEBT SERVICE-COUNTY WIDE	36,557,221.50	692,062.94		37,249,284.44
151100 0852 AVERY RANCH FUND	1,494,993.59	6,861.22		1,501,854.81
151100 0885 WSMN CO BENEFITS FUND	3,252,384.99	5,149.74		3,257,534.73
151161 0777 CAPITAL PROJECTS FUND	407,649.03	645.45		408,294.48
151162 0777 CAPITAL PROJECTS FUND	4,040,327.57	5,748.27	928,280.69	3,117,795.15
Total TexPool/TexPool Prime	71,061,703.89	2,212,005.19	1,566,757.75	71,706,951.33
152000 0100 GENERAL FUND	140,467,460.16	21,022,893.54	14,000,000.00	147,490,353.70
152000 0200 ROAD & BRIDGE GENERAL FUND	15,950,479.91	5,035.72		15,955,515.63
152000 0250 PASS THRU FUNDING PROGRAM	41,008,821.06	34,201,705.55	18,955,000.00	36,255,526.61
152000 0310 WM-FUTURE ENVIRONMENTAL LIAB	1,521,593.00	484.37		1,522,077.37
152000 0340 TOBACCO FUND	2,000,128.46		57.52	2,000,070.94
152000 0384 RCDS ARCHIVE FUND - CO CLERK	496,761.91	287.48		497,049.39
152000 0385 RCDS MGMT/PRSRV FD-CO CLRK	496,761.91	287.48		497,049.39
152000 0508 WMSN CO CONSERVATION FUND	2,485,144.71	2,351.15		2,487,475.86
152160 0777 CAPITAL PROJECTS FUND	121,122,934.25	13,027,137.41	23,000,000.00	111,150,071.66
152181 0777 CAPITAL PROJECTS FUND	13,904,012.44	17,665.84		13,921,678.28
152182 0777 CAPITAL PROJECTS FUND	28,784,897.49	30,264.65	6,000,000.00	22,815,162.14

Total Investments	368,238,995.30	46,308,093.19	61,955,057.52	354,592,030.97
153500 0100 GENERAL FUND	54,759,100.05	23,292,863.82	43,343,654.95	34,708,308.92
153500 0250 PASS THRU FUNDING PROGRAM	499,950.95	12,765,882.30	364,574.58	12,901,258.67
153500 0854 PEARSON PLACE RD DIST DEBT SERVICE FUND	1,163,804.61	3,959.82		1,167,764.43
153500 0855 NORTHWOODS RD DIST OPERATING FUND	40,339.11	63.35	1,064.01	39,338.45
153500 0856 NORTHWOODS RD DIST DEBT SERVICE FUND	494,247.84	2,326.91	1,542.16	495,032.59
153780 0777 CAPITAL PROJECTS FUND	46,237,118.64	32,264,879.68	23,419,299.43	55,082,698.89
153781 0777 CAPITAL PROJECTS FUND	11,994,354.72	18,802.66	184,887.74	11,828,269.64
153782 0777 CAPITAL PROJECTS FUND	3,027,136.91	12,071,239.93	9,504,671.28	5,593,705.56
Total Logic	118,216,052.83	80,420,018.47	76,819,694.15	121,816,377.15
Grand Total	558,665,978.19	331,008,447.37	330,765,840.02	558,908,585.54

WILLIAMSON COUNTY
Statement of Cash Receipts & Disbursements - Summary
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	Beginning Balance	Receipts	Disbursements	Ending Balance
General Operating				
Cash	3,962,616.57	134,223,405.22	137,640,553.22	545,528.57
Investments - TexPool	70,183,155.90	12,817,656.23	10,406,661.31	72,594,150.82
Investments	354,592,030.97	26,130,690.57	39,000,057.52	341,722,664.02
Investments - Logic	121,816,377.15	47,064,857.27	46,638,505.90	122,242,728.52
Total General Operating	550,554,180.59	220,236,669.29	233,685,777.95	537,105,071.93
Payroll Fund				
Cash	1,633,501.58	12,069,697.86	12,064,217.35	1,638,982.09
Total Payroll Fund	1,633,501.58	12,069,697.86	12,064,217.35	1,638,982.09
SO Commissary Fund				
Cash	249,546.48	3,871,530.13	3,869,454.62	251,721.99
Investments - Texpool	1,523,795.43	2,220.68		1,526,016.11
Total SO Commissary Fund	1,773,341.91	3,873,850.81	3,869,454.62	1,777,738.10
LPFF - Local Provider Participation Fund				
Cash	4,947,561.46	23,173,495.30	14,426,267.10	13,694,789.66
Investments - Texpool		14,444,290.13	13,694,789.66	749,500.47
Total LPFF - Local Provider Participation Fund	4,947,561.46	37,617,785.43	28,121,056.76	14,444,290.13
Grand Total	558,908,585.54	273,798,003.39	277,740,506.68	554,966,082.25

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Object	Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
101000	0100 GENERAL FUND	(11,282,462.51)	72,162,879.27	71,129,228.44	(10,248,811.68)
101000	0200 ROAD & BRIDGE GENERAL FUND	4,711,988.85	9,530,253.95	12,386,057.01	1,856,385.79
101000	0205 RD & BRIDGE SPECIAL PROJECTS	(7,925.30)			(7,925.30)
101000	0231 CAMPO PERSONNEL FUND	(523,156.86)		109,245.24	(632,402.10)
101000	0250 PASS THRU FUNDING PROGRAM	926,076.32	11,195,250.00	11,155,591.99	965,734.33
101000	0312 WM-COMMUNITY REC FACILITY	131,845.05		5,000.00	126,845.05
101000	0313 WM-CITY OF HUTTO & HUTTO ISD	220,374.42			220,374.42
101000	0340 TOBACCO FUND	973,123.07	600.00	51,913.15	921,809.92
101000	0350 LAW LIBRARY FUND	101,466.20	40,678.40	41,737.90	100,406.70
101000	0353 JP #3 TEEN COURT PROGRAM	1,697.88			1,697.88
101000	0355 COURT REPORTER SERVICE FUND	148,334.87	19,619.20	11,980.60	155,973.47
101000	0360 COURTHOUSE SECURITY FUND	164,443.08	39,537.76	30,476.72	173,504.92
101000	0361 JP SECURITY FUND	135,810.90	2,856.01	1,465.46	137,201.45
101000	0364 PRETRIAL PREVENTION PROGRAMS	31,440.00	28,920.00	34,180.00	26,180.00
101000	0365 CHILD SAFETY FUND	13,477.60	139,878.47	70,221.33	83,134.74
101000	0366 CHILD ABUSE PREVENTION FUND	613.69	149.86	74.43	688.12
101000	0367 JP #3 TRUANCY PROGRAM FD	113,484.38	9,080.64	5,988.38	116,576.64
101000	0368 JP #2 TRUANCY PROGRAM FD	76,767.29	1,372.98	1,668.21	76,472.06
101000	0369 JP #4 TRUANCY PROGRAM FD	104,454.10	4,056.47	4,047.49	104,463.08
101000	0370 ALTERNATE DISPUTE RESOLUTION FUND	97,331.87	3,923.84	1,961.92	99,293.79
101000	0371 JUV DELIQ PREV FD-GRAFFITI	8,169.67			8,169.67
101000	0372 JUSTICE COURT TECHNOLOGY FUND	(83,901.73)	11,444.71	9,881.61	(82,338.63)
101000	0373 JP #1 TRUANCY PROGRAM FD	31,677.41	728.86	364.43	32,041.84
101000	0374 CTY & DIST CT TECHNOLOGY FUND	86,182.87	1,423.10	711.55	86,894.42
101000	0375 ELECTION SRVS CONTRACT FD	141,990.57	88,265.96	111,480.39	118,776.14
101000	0376 SURPLUS ELECTIONS CONTRACT FUND	365,410.54		1,731.88	363,678.66
101000	0377 ELECTION CHAPTER 19 FUND	(2,989.50)		1,169.27	(6,158.77)
101000	0378 ELECTION HAVA - TITLE II	737,234.36			737,234.36
101000	0380 PROBATE COURT FUND	54,389.36	1,290.00	1,784.12	53,895.24
101000	0381 GUARDIANSHIP FUND	121,761.90	5,280.00	2,640.00	124,401.90
101000	0382 SPECIALITY COURTS FUND	158,456.36	1,976.00	3,697.50	156,734.86
101000	0384 RCDS ARCHIVE FUND - CO CLERK	141,754.56	109,880.00	143,385.84	108,248.72
101000	0385 RCDS MGMT/PRSRV FD-CO CLRK	1,135,570.92	229,697.70	153,964.76	1,211,303.86
101000	0386 RCDS MGMT/PRSRV FD-DIST CLRK	212,137.45	5,168.70	3,687.87	213,618.28
101000	0387 RCDS TECHNOLOGY FUND-DIST CLK	328,633.69	10,190.66	5,105.33	333,719.02
101000	0388 COURT RCDS PRESERVATION FUND	595,611.83	14,099.48	7,049.74	602,661.57
101000	0390 RCDS MGMT/PRSRV FD-CO WIDE	153,050.33	15,569.47	10,609.09	158,010.71
101000	0399 STATE AGENCY FUND	257,473.60	552,807.40	276,526.53	533,754.47
101000	0406 CO ATTY HOT CHECK FUND	6,346.08	2,569.98	1,284.99	7,631.07
101000	0407 D/A WELFARE FRAUD FUND	1,338.50			1,338.50
101000	0408 D/A ASSET FORFEITURES	(14.07)	338,695.02	338,680.85	0.10
101000	0410 CO SHRF ASSET FORFEITURES	74,795.31	1,015,325.46	632,327.21	457,793.56
101000	0490 EMPLOYEE FUND	64,430.74	1,185.30	693.01	64,923.03
101000	0503 OUT OF ST/ICE INMATE BILL FD	1,639,233.11		1,639,233.11	
101000	0507 WC RADIO COMMUNICATION SYSTEM	614,312.77	356,764.38	272,218.76	698,858.39
101000	0508 WMSN CO CONSERVATION FUND	25,806.11	260.20	34,297.33	(8,231.02)
101000	0515 APPELLATE JUDICIAL SYS FD	3,310.00	6,779.72	6,699.86	3,389.86
101000	0516 UNCLAIMED JUVENILE RESTITUTION	16,712.17	47.54		16,759.71

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Object	Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
101000	0545 REGIONAL ANIMAL SHELTER	(232,738.79)	319,512.08	255,853.00	(209,079.71)
101000	0546 REG ANIMAL SHELTER DONATION FUND	574,010.65	70,094.20	45,323.97	598,780.88
101000	0571 JJAEP TIER II FUNDING	315,684.87	10,148.00	9,605.57	316,227.30

101000 0600 DEBT SERVICE-COUNTY WIDE	10,479.62	992,042.00	929,729.12	72,792.50
101000 0636 WC HISTORICAL COMMISSION PROGRAM FUND	6,517.30			6,517.30
101000 0777 CAPITAL PROJECTS FUND	918,853.62	31,715,100.74	33,183,167.72	(549,213.36)
101000 0831 831 CAMPO OPERATING	(809,567.83)	1,133,857.72	697,329.38	(373,039.49)
101000 0852 AVERY RANCH FUND	204.21	13,189.87	12,702.60	691.48
101000 0854 PEARSON PLACE RD DIST DEBT SERVICE FUND		4,500.00	4,500.00	
101000 0855 NORTHWOODS RD DIST OPERATING FUND		5,046.00	5,046.00	
101000 0856 NORTHWOODS RD DIST DEBT SERVICE FUND	1,611.78	2,900.42	4,512.20	
101000 0875 SO COMMISSARY FUND	249,546.48	3,871,630.13	3,869,454.62	251,721.99
101000 0876 LPPF - LOCAL PROVIDER PARTICIPATION FD	4,947,561.46	23,173,495.30	14,426,267.10	13,694,789.66
101000 0880 PAYROLL FUND	1,633,501.56	12,069,697.86	12,064,217.35	1,638,982.09
101000 0882 FLEET MAINTENANCE	976,984.26	353,514.36	387,166.34	943,332.28
101000 0885 WSMN CO BENEFITS FUND	(510,873.55)	2,612,026.15	2,533,328.67	(432,176.07)
101000 0888 FIDUCIARY FUNDS	100,000.00			100,000.00
101000 0999 INDIRECT PROJECTS/GRANTS FD	(404,620.18)	1,042,828.19	842,425.35	(204,217.34)
Total Cash	10,793,226.09	173,338,288.51	168,000,492.29	16,131,022.31
151000 0100 GENERAL FUND	3,571.46	555.58	4,127.04	
151000 0200 ROAD & BRIDGE GENERAL FUND	24,953.35	36.35		24,989.70
151000 0350 LAW LIBRARY FUND	306,681.13	446.93		307,128.06
151000 0355 COURT REPORTER SERVICE FUND	1,106,955.94	1,613.17		1,108,569.11
151000 0360 COURTHOUSE SECURITY FUND	130,038.45	189.50		130,227.95
151000 0365 CHILD SAFETY FUND	366,446.47	533.33	502.47	366,477.33
151000 0370 ALTERNATE DISPUTE RESOLUTION FUND	224,134.98	326.64		224,461.62
151000 0372 JUSTICE COURT TECHNOLOGY FUND	470,602.24	685.82		471,288.06
151000 0384 RCDS ARCHIVE FUND - CO CLERK	1,443,918.55	2,104.24		1,446,022.79
151000 0385 RCDS MGMT/PRSRV FD-CO CLRK	1,414,108.79	2,060.78		1,416,169.57
151000 0390 RCDS MGMT/PRSRV FD-CO WIDE	431,984.76	629.52		432,614.28
151000 0408 D/A ASSET FORFEITURES	335,129.92	157,017.82		486,147.74
151000 0410 CO SHRF ASSET FORFEITURES	817,550.83	1,191.42		818,742.25
151000 0875 SO COMMISSARY FUND	1,523,795.43	2,220.68		1,526,016.11
151100 0100 GENERAL FUND	1,580,199.70	4,630,929.15	5,059,926.00	1,151,202.85
151100 0200 ROAD & BRIDGE GENERAL FUND	11,871,916.29	3,020,718.12	2,957,868.54	11,934,765.87
151100 0310 WM-FUTURE ENVIRONMENTAL LIAB	338,275.92	580.26		338,856.18
151100 0311 WM-MASTER SITE DEVELOPMENT	858,367.57	1,472.39		859,839.96
151100 0312 WM-COMMUNITY REC FACILITY	502,673.64	862.23		503,535.87
151100 0340 TOBACCO FUND	1,282,749.28	2,200.29		1,284,949.57
151100 0508 WMSN CO CONSERVATION FUND	1,128,133.02	1,935.09		1,130,068.11
151100 0600 DEBT SERVICE-COUNTY WIDE	37,249,284.44	355,268.82	45,135.89	37,559,417.37
151100 0852 AVERY RANCH FUND	1,501,954.81	5,199.61	6,044.77	1,501,009.65
151100 0876 LPPF - LOCAL PROVIDER PARTICIPATION FD		14,444,290.13	13,694,789.66	749,500.47
151100 0885 WSMN CO BENEFITS FUND	3,257,534.73	5,587.61		3,263,122.34
151161 0777 CAPITAL PROJECTS FUND	408,294.48	700.36		408,994.84
151162 0777 CAPITAL PROJECTS FUND	3,117,795.15	4,630,811.20	2,323,050.60	5,425,549.75

WILLIAMSON COUNTY
Statement of Cash Receipts & Disbursements
Current Period: MAY-18

Currency: USD
Entity=01 (Williamson County)

Object Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
Total TexPool/TexPool Prime	71,706,951.33	27,264,167.04	24,101,450.97	74,869,667.40
152000 0100 GENERAL FUND	147,490,353.70	17,592,213.13	19,000,000.00	146,082,566.83
152000 0200 ROAD & BRIDGE GENERAL FUND	15,955,515.63	2,963,101.07	3,000,000.00	15,918,616.70
152000 0250 PASS THRU FUNDING PROGRAM	36,255,526.61	5,498,116.27		41,753,642.88
152000 0310 WM-FUTURE ENVIRONMENTAL LIAB	1,522,077.37	495.09		1,522,572.46
152000 0340 TOBACCO FUND	2,000,070.94		57.52	2,000,013.42
152000 0384 RCDS ARCHIVE FUND - CO CLERK	497,049.39	297.06		497,346.45
152000 0385 RCDS MGMT/PRSRV FD-CO CLRK	497,049.39	297.06		497,346.45
152000 0508 WMSN CO CONSERVATION FUND	2,487,475.86	2,390.04		2,489,865.90
152180 0777 CAPITAL PROJECTS FUND	111,150,071.66	30,512.00	9,000,000.00	102,180,583.66
152181 0777 CAPITAL PROJECTS FUND	13,921,678.28	12,293.62	5,000,000.00	8,933,971.90
152182 0777 CAPITAL PROJECTS FUND	22,815,162.14	30,975.23	3,000,000.00	19,846,137.37

Total Investments	354,592,030.97	26,130,690.57	39,000,057.52	341,722,664.02
153500 0100 GENERAL FUND	34,708,308.92	24,248,639.12	31,493,714.33	27,463,233.71
153500 0250 PASS THRU FUNDING PROGRAM	12,901,258.67	5,675,393.21	10,994,000.00	7,582,651.88
153500 0854 PEARSON PLACE RD DIST DEBT SERVICE FUND	1,167,764.43	2,004.43	4,500.00	1,165,268.86
153500 0855 NORTHWOODS RD DIST OPERATING FUND	39,338.45	61.38	5,046.00	34,353.83
153500 0856 NORTHWOODS RD DIST DEBT SERVICE FUND	495,032.59	3,916.98		498,949.57
153780 0777 CAPITAL PROJECTS FUND	56,082,698.89	9,096,823.40	2,107,472.36	62,072,049.93
153781 0777 CAPITAL PROJECTS FUND	11,828,269.64	5,028,431.63		16,856,701.27
153782 0777 CAPITAL PROJECTS FUND	5,593,705.56	3,009,587.12	2,033,773.21	6,569,519.47
Total Logic	121,816,377.15	47,064,857.27	46,638,505.90	122,242,728.52
Grand Total	538,908,585.54	273,798,003.39	277,740,506.68	554,966,082.25

WILLIAMSON COUNTY
Statement of Cash Receipts & Disbursements - Summary
Current Period: JUN-18

Date: 27-AUG-18 13:00:07
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Currency: USD
Entity=01 (Williamson County)

	Beginning Balance	Receipts	Disbursements	Ending Balance
General Operating				
Cash	545,528.57	123,606,220.75	126,338,867.29	(2,187,117.97)
Investments - TexPool	72,594,150.82	626,255.10	685,777.57	72,534,628.35
Investments	341,722,664.02	20,513,230.01	49,500,000.00	312,735,894.03
Investments - Logic	122,242,728.52	59,381,101.11	49,409,832.74	132,213,996.89
Total General Operating	537,105,071.93	204,126,806.97	225,934,477.60	515,297,401.30
Payroll Fund				
Cash	1,638,982.09	12,283,180.35	12,277,682.05	1,644,480.39
Total Payroll Fund	1,638,982.09	12,283,180.35	12,277,682.05	1,644,480.39
SO Commissary Fund				
Cash	251,721.99	15,840.56		267,562.55
Investments - Texpool	1,526,016.11	2,271.78		1,528,287.89
Total SO Commissary Fund	1,777,738.10	18,112.34		1,795,850.44
LPPF - Local Provider Participation Fund				
Cash	13,694,789.66	812,094.47	14,506,884.13	
Investments - Texpool	749,500.47	814,129.06	188,506.46	1,375,123.07
Total LPPF - Local Provider Participation Fund	14,444,290.13	1,626,223.53	14,695,390.59	1,375,123.07
Grand Total	554,966,082.25	218,054,323.19	252,907,550.24	520,112,855.20

WILLIAMSON COUNTY
Statement of Cash Receipts & Disbursements
Current Period: JUN-18

Date: 27-AUG-18 13:00:06
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Currency: USD
Entity=01 (Williamson County)

Object	Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
101000	0100 GENERAL FUND	(10,248,811.68)	82,880,237.13	84,725,797.72	(12,094,372.27)
101000	0200 ROAD & BRIDGE GENERAL FUND	1,656,385.79	1,201,234.50	3,596,436.09	(538,815.80)
101000	0205 RD & BRIDGE SPECIAL PROJECTS	(7,925.30)			(7,925.30)
101000	0231 CAMPO PERSONNEL FUND	(632,402.10)	446,564.82	122,872.86	(308,710.14)
101000	0250 PASS THRU FUNDING PROGRAM	965,734.33	31,500.00	341.97	996,892.36
101000	0312 WM-COMMUNITY REC FACILITY	126,845.05			126,845.05
101000	0313 WM-CITY OF HUTTO & HUTTO ISD	220,374.42			220,374.42
101000	0340 TOBACCO FUND	921,809.92	2,094,438.41	3,035,234.66	(18,986.33)
101000	0350 LAW LIBRARY FUND	100,406.70	40,980.00	31,858.59	109,528.11
101000	0353 JP #3 TEEN COURT PROGRAM	1,697.88			1,697.88
101000	0355 COURT REPORTER SERVICE FUND	155,973.47	23,610.00	20,084.00	159,499.47
101000	0360 COURTHOUSE SECURITY FUND	173,504.92	37,473.36	31,193.63	179,784.65
101000	0361 JP SECURITY FUND	137,201.45	2,640.14	1,358.57	138,483.02
101000	0364 PRETRIAL PREVENTION PROGRAMS	26,180.00	38,240.00	33,000.00	31,420.00
101000	0365 CHILD SAFETY FUND	83,134.74	124,110.71	62,333.39	144,912.06
101000	0366 CHILD ABUSE PREVENTION FUND	688.12	247.30	103.65	811.77
101000	0367 JP #3 TRUANCY PROGRAM FD	116,576.64	8,740.56	6,279.74	119,037.46
101000	0368 JP #2 TRUANCY PROGRAM FD	76,472.05	1,371.70	713.45	77,130.31
101000	0369 JP #4 TRUANCY PROGRAM FD	104,463.08	3,479.60	3,767.91	104,174.77
101000	0370 ALTERNATE DISPUTE RESOLUTION FUND	99,293.79	3,930.00	1,965.00	101,258.79
101000	0371 JUV DELIQ PREV FD-GRAFFITI	8,169.67			8,169.67
101000	0372 JUSTICE COURT TECHNOLOGY FUND	(82,338.63)	110,723.83	11,111.58	17,273.62
101000	0373 JP #1 TRUANCY PROGRAM FD	32,041.84	511.20	255.60	32,297.44
101000	0374 CTY & DIST CT TECHNOLOGY FUND	86,894.42	1,254.76	627.38	87,521.80
101000	0375 ELECTION SRVS CONTRACT FD	118,776.14	28,538.81	150,583.93	(3,268.98)
101000	0376 SURPLUS ELECTIONS CONTRACT FUND	363,678.66			363,678.66
101000	0377 ELECTION CHAPTER 19 FUND	(6,158.77)		9,469.81	(15,628.58)
101000	0378 ELECTION HAVA - TITLE II	737,234.36			737,234.36
101000	0380 PROBATE COURT FUND	53,895.24	2,621.90	1,310.95	55,206.19
101000	0381 GUARDIANSHIP FUND	124,401.90	5,480.00	2,740.00	127,141.90
101000	0382 SPECIALITY COURTS FUND	156,734.86	717.33	2,395.69	155,056.50
101000	0384 RCDS ARCHIVE FUND - CO CLERK	108,248.72	102,335.00	73,315.92	137,267.80
101000	0385 RCDS MGMT/PRSRV FD-CO CLRK	1,211,303.86	213,995.41	158,519.45	1,266,779.82
101000	0386 RCDS MGMT/PRSRV FD-DIST CLRK	213,818.28	5,083.22	2,541.61	216,359.89
101000	0387 RCDS TECHNOLOGY FUND-DIST CLK	333,719.02	9,838.64	4,956.80	338,600.86
101000	0388 COURT RCDS PRESERVATION FUND	602,661.57	14,400.00	7,200.00	609,861.57
101000	0390 RCDS MGMT/PRSRV FD-CO WIDE	158,010.71	21,466.21	24,604.51	154,872.41
101000	0399 STATE AGENCY FUND	533,754.47	532,059.15	266,259.94	799,552.68
101000	0406 CO ATTY BOT CHECK FUND	7,631.07	1,689.82	1,864.42	7,456.47
101000	0407 D/A WELFARE FRAUD FUND	1,338.50			1,338.50
101000	0408 D/A ASSET FORFEITURES	0.10	87,596.84	53,078.89	34,818.05
101000	0410 CO SHRF ASSET FORFEITURES	457,793.56	438,884.65	504,284.12	392,394.09
101000	0490 EMPLOYEE FUND	64,923.03	1,723.58	961.17	65,685.44
101000	0503 OUT OF ST/ICE INMATE BILL FD		3,235,270.88	1,617,635.44	1,617,635.44
101000	0507 WC RADIO COMMUNICATION SYSTEM	698,858.39	11,495.66	29,637.62	680,716.43
101000	0508 WMSN CO CONSERVATION FUND	(8,231.02)	47,695.26	56,375.35	(16,911.11)
101000	0515 APPELLATE JUDICIAL SYS FD	3,389.86	6,830.00	6,804.86	3,415.00
101000	0516 UNCLAIMED JUVENILE RESTITUTION	16,759.71	331.33		17,091.04

WILLIAMSON COUNTY
Statement of Cash Receipts & Disbursements
Current Period: JUN-18

Date: 27-AUG-18 13:00:08
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Currency: USD
Entity=01 (Williamson County)

Object	Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
101000	0545 REGIONAL ANIMAL SHELTER	(209,079.71)	47,343.52	163,394.99	(325,131.18)
101000	0546 REG ANIMAL SHELTER DONATION FUND	598,780.88	46,553.99	36,642.07	608,692.80
101000	0571 JJAEP TIER II FUNDING	316,227.30	21,672.00	13,563.21	324,336.09

101000 0600 DEBT SERVICE-COUNTY WIDE	72,792.50	693,119.40	730,634.26	35,277.64
101000 0636 WC HISTORICAL COMMISSION PROGRAM FUND	6,517.30	50.00	100.00	6,467.30
101000 0777 CAPITAL PROJECTS FUND	(549,213.36)	25,328,176.29	24,523,846.21	255,116.72
101000 0831 831 CAMPO OPERATING	(373,039.49)	1,788,019.57	1,838,741.72	(423,761.64)
101000 0852 AVERY RANCH FUND	691.48	4,938.71	5,364.01	266.18
101000 0854 PEARSON PLACE RD DIST DEBT SERVICE FUND		386.00	386.00	
101000 0856 NORTHWOODS RD DIST DEBT SERVICE FUND		1,456.42	1,456.42	
101000 0875 SO COMMISSARY FUND	251,721.99	15,840.56		267,562.55
101000 0876 LPPF - LOCAL PROVIDER PARTICIPATION FD	13,694,789.66	812,094.47	14,506,884.13	
101000 0880 PAYROLL FUND	1,638,982.09	12,283,180.35	12,277,682.05	1,644,480.39
101000 0882 FLEET MAINTENANCE	943,332.28	373,233.11	393,742.53	922,822.86
101000 0885 WSMN CO BENEFITS FUND	(432,176.07)	2,865,937.12	2,990,177.41	(556,416.36)
101000 0888 FIDUCIARY FUNDS	100,000.00			100,000.00
101000 0999 INDIRECT PROJECTS/GRANTS FD	(204,217.34)	615,693.91	980,922.19	(569,445.62)
Total Cash	16,131,022.31	136,717,336.13	153,123,433.47	(275,075.03)
151000 0100 GENERAL FUND		583.33		583.33
151000 0200 ROAD & BRIDGE GENERAL FUND	24,989.70	37.18		25,026.88
151000 0350 LAW LIBRARY FUND	307,128.06	457.14		307,585.20
151000 0355 COURT REPORTER SERVICE FUND	1,108,569.11	1,650.12		1,110,219.23
151000 0360 COURTHOUSE SECURITY FUND	130,227.95	193.84		130,421.79
151000 0365 CHILD SAFETY FUND	366,477.33	544.70	533.33	366,488.70
151000 0370 ALTERNATE DISPUTE RESOLUTION FUND	224,461.62	334.14		224,795.76
151000 0372 JUSTICE COURT TECHNOLOGY FUND	471,288.06	675.68	100,000.00	371,963.74
151000 0384 RCDS ARCHIVE FUND - CO CLERK	1,446,022.79	2,152.44		1,448,175.23
151000 0385 RCDS MGMT/PRSRV FD-CO CLRK	1,416,169.57	2,107.97		1,418,277.54
151000 0390 RCDS MGMT/PRSRV FD-CO WIDE	432,614.28	643.89		433,258.17
151000 0408 D/A ASSET FORFEITURES	486,147.74	723.63		486,871.37
151000 0410 CO SHRF ASSET FORFEITURES	818,742.25	1,218.69		819,960.94
151000 0875 SO COMMISSARY FUND	1,526,016.11	2,271.78		1,528,287.89
151100 0100 GENERAL FUND	1,151,202.05	1,561.79	502,189.96	650,574.68
151100 0200 ROAD & BRIDGE GENERAL FUND	11,934,765.87	20,607.21		11,955,373.08
151100 0310 WM-FUTURE ENVIRONMENTAL LIAB	338,856.18	585.13		339,441.31
151100 0311 WM-MASTER SITE DEVELOPMENT	859,839.96	1,484.66		861,324.62
151100 0312 WM-COMMUNITY REC FACILITY	503,535.87	869.42		504,405.29
151100 0340 TOBACCO FUND	1,284,949.57	2,106.09	81,123.17	1,205,932.49
151100 0508 WMSN CO CONSERVATION FUND	1,130,068.11	1,951.22		1,132,019.33
151100 0600 DEBT SERVICE-COUNTY WIDE	37,559,417.37	397,709.34		37,957,126.71
151100 0852 AVERY RANCH FUND	1,501,009.65	4,508.93	1,931.11	1,503,587.47
151100 0876 LPPF - LOCAL PROVIDER PARTICIPATION FD	749,500.47	814,129.06	188,506.46	1,375,123.07
151100 0885 WSMN CO BENEFITS FUND	3,263,122.34	5,634.29		3,268,756.63
151161 0777 CAPITAL PROJECTS FUND	408,994.84	706.21		409,701.05
151162 0777 CAPITAL PROJECTS FUND	5,425,549.75	177,208.06		5,602,757.81

WILLIAMSON COUNTY
Statement of Cash Receipts & Disbursements
Current Period: JUN-18

Date: 27-AUG-18 13:00:08
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Currency: USD
Entity=01 (Williamson County)

Object Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
Total TexPool/TexPool Prime	74,869,667.40	1,443,655.94	874,284.03	75,438,039.31
152000 0100 GENERAL FUND	146,082,566.83	17,465,931.24	38,500,000.00	125,048,498.07
152000 0200 ROAD & BRIDGE GENERAL FUND	15,918,616.70	7,719.72		15,926,336.42
152000 0250 PASS THRU FUNDING PROGRAM	41,753,642.88	7,287.03		41,760,929.91
152000 0310 WM-FUTURE ENVIRONMENTAL LIAB	1,522,572.46	479.11		1,523,051.57
152000 0340 TOBACCO FUND	2,000,013.42	2,964,552.73	2,000,000.00	2,964,566.15
152000 0384 RCDS ARCHIVE FUND - CO CLERK	497,346.45	287.48		497,633.93
152000 0385 RCDS MGMT/PRSRV FD-CO CLRK	497,346.45	287.48		497,633.93
152000 0508 WMSN CO CONSERVATION FUND	2,489,865.90	2,331.16		2,492,197.06
152180 0777 CAPITAL PROJECTS FUND	102,180,583.66	23,448.88	9,000,000.00	93,204,032.54
152181 0777 CAPITAL PROJECTS FUND	8,933,971.90	11,499.18		8,945,471.08
152182 0777 CAPITAL PROJECTS FUND	19,846,137.37	29,406.00		19,875,543.37
Total Investments	341,722,664.02	20,513,230.01	49,500,000.00	312,735,894.03

153500 0100 GENERAL FUND	27,463,233.71	49,933,333.51	36,171,944.52	41,224,622.70
153500 0250 PASS THRU FUNDING PROGRAM	7,582,651.88	13,135.63		7,595,787.51
153500 0854 PEARSON PLACE RD DIST DEBT SERVICE FUND	1,165,268.86	2,018.37	386.00	1,166,901.23
153500 0855 NORTHWOODS RD DIST OPERATING FUND	34,353.83	59.49		34,413.32
153500 0856 NORTHWOODS RD DIST DEBT SERVICE FUND	498,949.57	863.98	511.08	499,302.47
153780 0777 CAPITAL PROJECTS FUND	62,072,049.93	9,314,103.29	10,166,258.46	61,219,894.76
153781 0777 CAPITAL PROJECTS FUND	16,856,701.27	28,770.04	523,662.22	16,361,809.09
153782 0777 CAPITAL PROJECTS FUND	6,569,519.47	88,816.80	2,547,070.46	4,111,265.81
Total Logic	122,242,728.52	59,381,101.11	49,409,832.74	132,213,996.89
Grand Total	554,966,082.25	218,054,323.19	252,907,550.24	520,112,855.20

WILLIAMSON COUNTY
Statement of Cash Receipts & Disbursements - Summary
Current Period: JUL-18

Date: 27-AUG-10 13:00:23
Page: 1

Currency: USD
Entity=01 (Williamson County)

	Beginning Balance	Receipts	Disbursements	Ending Balance
General Operating				
Cash	(2,187,117.97)	101,693,891.98	88,894,640.36	10,612,133.65
Investments - TexPool	72,534,628.35	522,365.59	4,871,489.00	68,185,504.94
Investments	312,735,894.03	16,008,697.10	27,800,000.00	300,944,591.13
Investments - Logic	132,213,996.89	29,403,190.92	42,244,295.38	119,372,892.43
Total General Operating	515,297,401.30	147,628,145.59	163,810,424.74	499,115,122.15
Payroll Fund				
Cash	1,644,480.39	17,396,502.43	12,529,457.53	6,511,525.29
Total Payroll Fund	1,644,480.39	17,396,502.43	12,529,457.53	6,511,525.29
SO Commissary Fund				
Cash	267,562.55	3,849.27		271,411.82
Investments - Texpool	1,528,287.89	2,452.43		1,530,740.32
Total SO Commissary Fund	1,795,850.44	6,301.70		1,802,152.14
LPPF - Local Provider Participation Fund				
Cash		93,724.46	93,724.46	
Investments - Texpool	1,375,123.07	96,305.20	48,862.23	1,422,566.04
Total LPPF - Local Provider Participation Fund	1,375,123.07	190,029.66	142,586.69	1,422,566.04
Grand Total	520,112,855.20	165,220,979.38	176,482,468.96	508,851,365.62

WILLIAMSON COUNTY
Statement of Cash Receipts & Disbursements
Current Period: JUL-18

Date: 27-AUG-18 13:00:25
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Currency: USD
Entity=01 (Williamson County)

Object	Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
101000	0100 GENERAL FUND	(12,094,372.27)	57,817,523.12	50,256,663.78	(4,533,512.93)
101000	0200 ROAD & BRIDGE GENERAL FUND	(538,615.80)	10,454,993.07	12,007,254.48	(2,091,077.21)
101000	0205 RD & BRIDGE SPECIAL PROJECTS	(7,925.30)			(7,925.30)
101000	0231 CAMPO PERSONNEL FUND	(308,710.14)		180,519.97	(489,230.11)
101000	0250 PASS THRU FUNDING PROGRAM	996,892.36	33,275.00	33,958.96	996,208.40
101000	0312 WM-COMMUNITY REC FACILITY	126,845.05			126,845.05
101000	0313 WM-CITY OF HUTTO & HUTTO ISD	220,374.42			220,374.42
101000	0340 TOBACCO FUND	(18,986.33)	139,333.64	337,415.33	(217,068.02)
101000	0350 LAW LIBRARY FUND	109,528.11	38,760.00	35,543.16	112,744.95
101000	0353 JP #3 TEEN COURT PROGRAM	1,697.88			1,697.88
101000	0355 COURT REPORTER SERVICE FUND	159,499.47	18,750.00	15,665.00	162,584.47
101000	0360 COURTHOUSE SECURITY FUND	179,784.65	35,904.16	38,960.51	176,728.30
101000	0361 JP SECURITY FUND	138,483.02	2,382.20	1,229.41	139,635.81
101000	0364 PRETRIAL PREVENTION PROGRAMS	31,420.00	43,640.00	56,680.00	18,380.00
101000	0365 CHILD SAFETY FUND	144,912.06	149,355.74	74,992.82	219,274.98
101000	0366 CHILD ABUSE PREVENTION FUND	811.77	156.02	78.01	889.78
101000	0367 JP #3 TRUANCY PROGRAM FD	119,037.46	9,836.81	4,907.21	123,967.06
101000	0368 JP #2 TRUANCY PROGRAM FD	77,130.31	1,587.72	655.22	78,062.81
101000	0369 JP #4 TRUANCY PROGRAM FD	104,174.77	4,924.92	4,892.88	104,206.81
101000	0370 ALTERNATE DISPUTE RESOLUTION FUND	101,258.79	3,750.00	2,265.77	102,743.02
101000	0371 JUV DELIQ PREV FD-GRAFFITI	8,169.67			8,169.67
101000	0372 JUSTICE COURT TECHNOLOGY FUND	17,273.62	9,539.00	21,818.05	4,994.57
101000	0373 JP #1 TRUANCY PROGRAM FD	32,297.44	757.72	298.25	32,756.91
101000	0374 CTY & DIST CT TECHNOLOGY FUND	87,521.80	1,289.54	644.77	88,166.57
101000	0375 ELECTION SRVS CONTRACT FD	(3,268.98)	505,494.44	296,279.26	205,946.20
101000	0376 SURPLUS ELECTIONS CONTRACT FUND	363,678.66		4,224.00	359,454.66
101000	0377 ELECTION CHAPTER 19 FUND	(15,628.58)	27,057.16	27,223.15	(15,794.57)
101000	0378 ELECTION HAVA - TITLE II	737,234.36			737,234.36
101000	0380 PROBATE COURT FUND	55,206.19	1,220.00	1,510.00	54,916.19
101000	0381 GUARDIANSHIP FUND	127,141.90	4,960.00	2,480.00	129,621.90
101000	0382 SPECIALITY COURTS FUND	155,056.50	18,422.68	6,205.19	167,273.99
101000	0384 RCDS ARCHIVE FUND - CO CLERK	137,267.80	100,625.00	84,194.54	153,698.26
101000	0385 RCDS MGMT/PRSRV FD-CO CLRK	1,266,779.82	210,113.42	156,185.21	1,320,708.03
101000	0386 RCDS MGMT/PRSRV FD-DIST CLERK	216,359.89	5,005.14	3,082.88	218,282.15
101000	0387 RCDS TECHNOLOGY FUND-DIST CLK	338,600.86	9,721.36	4,870.68	343,451.54
101000	0388 COURT RCDS PRESERVATION FUND	609,861.57	13,660.00	6,850.00	616,671.57
101000	0390 RCDS MGMT/PRSRV FD-CO WIDE	154,872.41	15,093.93	20,104.55	149,861.79
101000	0399 STATE AGENCY FUND	799,552.68	505,120.48	1,051,937.59	252,735.57
101000	0406 CO ATTY BOT CHECK FUND	7,456.47	2,082.26	1,041.13	8,497.60
101000	0407 D/A WELFARE FRAUD FUND	1,338.50			1,338.50
101000	0408 D/A ASSET FORFEITURES	34,818.05	1,130.16	44,524.78	(8,576.57)
101000	0410 CO SHRF ASSET FORFEITURES	392,394.09	1,613.90	78,790.26	315,217.73
101000	0490 EMPLOYEE FUND	65,685.44	10.00	74.38	65,621.06
101000	0503 OUT OF ST/ICE INMATE BILL FD	1,617,635.44	6,606,951.22	4,921,111.05	3,303,475.61
101000	0507 WC RADIO COMMUNICATION SYSTEM	680,716.43	201,565.46	321,605.55	560,676.34
101000	0508 WMSN CO CONSERVATION FUND	(16,911.11)	41,400.00	40,032.99	(15,544.10)
101000	0515 APPELLATE JUDICIAL SYS FD	3,415.00	6,460.00	6,655.00	3,220.00
101000	0516 UNCLAIMED JUVENILE RESTITUTION	17,091.04	476.92		17,567.96

WILLIAMSON COUNTY
Statement of Cash Receipts & Disbursements
Current Period: JUL-18

Date: 27-AUG-18 13:00:25
Page: 2

Currency: USD
Entity=01 (Williamson County)

Object	Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
101000	0545 REGIONAL ANIMAL SHELTER	(325,131.18)	269,400.55	205,195.28	(260,925.91)
101000	0546 REG ANIMAL SHELTER DONATION FUND	608,692.80	20,461.78	33,697.10	595,457.48
101000	0571 JJAEP TIER II FUNDING	324,336.09	27,530.18	21,400.29	330,465.98

101000 0600 DEBT SERVICE-COUNTY WIDE	35,277.64	703,361.32	721,915.40	16,723.56
101000 0636 WC HISTORICAL COMMISSION PROGRAM FUND	6,467.30			6,467.30
101000 0777 CAPITAL PROJECTS FUND	255,116.72	18,784,811.66	13,223,437.49	5,816,490.89
101000 0831 831 CAMPO OPERATING	(423,761.64)	173,122.46	282,821.28	(533,460.46)
101000 0852 AVERY RANCH FUND	266.18	4,131.13	4,295.38	101.93
101000 0875 SO COMMISSARY FUND	267,562.55	3,849.27		271,411.82
101000 0876 LPPF - LOCAL PROVIDER PARTICIPATION FD		93,724.46	93,724.46	
101000 0880 PAYROLL FUND	1,644,480.39	17,396,502.43	12,529,457.53	6,511,525.29
101000 0882 FLEET MAINTENANCE	922,822.86	335,404.45	328,358.91	929,868.40
101000 0885 WSMN CO BENEFITS FUND	(556,416.36)	2,827,761.03	2,605,934.89	(334,590.22)
101000 0888 FIDUCIARY FUNDS	100,000.00			100,000.00
101000 0999 INDIRECT PROJECTS/GRANTS FD	(569,445.62)	1,503,965.23	1,314,158.57	(379,638.96)
Total Cash	(275,075.03)	119,187,988.14	101,517,822.35	17,395,070.76
151000 0100 GENERAL FUND	583.33	598.67		1,182.00
151000 0200 ROAD & BRIDGE GENERAL FUND	25,026.88	40.17		25,067.05
151000 0350 LAW LIBRARY FUND	307,585.20	493.64		308,078.84
151000 0355 COURT REPORTER SERVICE FUND	1,110,219.23	1,781.81		1,112,001.04
151000 0360 COURTHOUSE SECURITY FUND	130,421.79	209.33		130,631.12
151000 0365 CHILD SAFETY FUND	366,488.70	587.30	544.70	366,531.30
151000 0370 ALTERNATE DISPUTE RESOLUTION FUND	224,795.76	360.77		225,156.53
151000 0372 JUSTICE COURT TECHNOLOGY FUND	371,963.74	596.93		372,560.67
151000 0384 RCDS ARCHIVE FUND - CO CLERK	1,448,175.23	2,324.11		1,450,499.34
151000 0385 RCDS MGMT/PRSRV FD-CO CLRK	1,418,277.54	2,276.13		1,420,553.67
151000 0390 RCDS MGMT/PRSRV FD-CO WIDE	433,258.17	695.32		433,953.49
151000 0408 D/A ASSET FORFEITURES	486,871.37	35,637.24		522,508.61
151000 0410 CO SHRF ASSET FORFEITURES	819,960.94	1,315.97		821,276.91
151000 0875 SO COMMISSARY FUND	1,528,287.89	2,452.43		1,530,740.32
151100 0100 GENERAL FUND	650,574.68	938.10	359,642.65	291,870.13
151100 0200 ROAD & BRIDGE GENERAL FUND	11,955,373.08	18,262.97	3,911,301.65	8,062,334.40
151100 0310 WM-FUTURE ENVIRONMENTAL LIAB	339,441.31	623.94		340,065.25
151100 0311 WM-MASTER SITE DEVELOPMENT	861,324.62	1,583.16		862,907.78
151100 0312 WM-COMMUNITY REC FACILITY	504,405.29	927.11		505,332.40
151100 0340 TOBACCO FUND	1,205,932.49	2,216.59		1,208,149.08
151100 0508 WMSN CO CONSERVATION FUND	1,132,019.33	2,080.74		1,134,100.07
151100 0600 DEBT SERVICE-COUNTY WIDE	37,957,126.71	427,442.92		38,384,569.63
151100 0852 AVERY RANCH FUND	1,503,587.47	4,988.92		1,508,576.39
151100 0876 LPPF - LOCAL PROVIDER PARTICIPATION FD	1,375,123.07	96,305.20	48,862.23	1,422,566.04
151100 0885 WSMN CO BENEFITS FUND	3,268,756.63	5,332.45	600,000.00	2,674,089.08
151161 0777 CAPITAL PROJECTS FUND	409,701.05	753.03		410,454.08
151167 0777 CAPITAL PROJECTS FUND	5,602,757.81	10,298.27		5,613,056.08
Total TexPool/TexPool Prime	75,438,039.31	621,123.22	4,920,351.23	71,138,811.30

WILLIAMSON COUNTY
Statement of Cash Receipts & Disbursements
Current Period: JUL-18

Date: 27-AUG-18 13:00:25
Page: 3

Currency: USD
Entity-01 (Williamson County)

Object Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
152000 0100 GENERAL FUND	125,048,498.07	2,068,453.98	15,800,000.00	111,316,952.05
152000 0200 ROAD & BRIDGE GENERAL FUND	15,926,336.42	8,885,486.83	5,000,000.00	19,811,823.25
152000 0250 PASS THRU FUNDING PROGRAM	41,760,929.91	7,931.08		41,768,860.99
152000 0310 WM-FUTURE ENVIRONMENTAL LIAB	1,523,051.57	495.09		1,523,546.66
152000 0340 TOBACCO FUND	2,964,566.15	3,776.04		2,968,342.19
152000 0384 RCDS ARCHIVE FUND - CO CLERK	497,633.93	297.06		497,930.99
152000 0385 RCDS MGMT/PRSRV FD-CO CLRK	497,633.93	297.06		497,930.99
152000 0508 WMSN CO CONSERVATION FUND	2,492,197.06	2,390.04		2,494,587.10
152180 0777 CAPITAL PROJECTS FUND	93,204,032.54	23,323.62	7,000,000.00	86,227,356.16
152181 0777 CAPITAL PROJECTS FUND	8,945,471.08	4,985,860.02		13,931,331.10
152182 0777 CAPITAL PROJECTS FUND	19,875,543.37	30,386.28		19,905,929.65
Total Investments	312,735,894.03	16,008,697.10	27,800,000.00	300,944,591.13

153500 0100 GENERAL FUND	41,224,622.70	27,163,987.35	34,464,000.00	33,924,510.05
153500 0250 PASS THRU FUNDING PROGRAM	7,595,787.51	47,317.83		7,643,105.34
153500 0854 PEARSON PLACE RD DIST DEBT SERVICE FUND	1,166,901.23	2,155.51		1,169,056.74
153500 0855 NORTHWOODS RD DIST OPERATING FUND	34,413.32	63.55		34,476.87
153500 0856 NORTHWOODS RD DIST DEBT SERVICE FUND	499,302.47	922.29		500,224.76
153780 0777 CAPITAL PROJECTS FUND	61,219,894.76	2,156,088.97	2,219,770.20	61,156,213.53
153781 0777 CAPITAL PROJECTS FUND	16,361,809.09	25,719.37	5,022,116.37	11,365,412.09
153782 0777 CAPITAL PROJECTS FUND	4,111,265.81	7,036.05	538,408.81	3,579,893.05
Total Logic	132,213,996.89	29,403,190.92	42,244,295.38	119,372,892.43
Grand Total	520,112,855.20	165,220,979.38	176,482,468.96	508,851,365.62

Commissioners Court - Regular Session **23.**

Meeting Date: 09/04/2018

Investment Report for 3rd Qtr FY 2018

Submitted For: David Heselmeyer **Submitted By:** David Heselmeyer, County Treasurer

Department: County Treasurer

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take action on approving the Investment Reports for the Quarter ending June 30, 2018 which was approved by the Investment Committee on July 18, 2018.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Investment Report 3Q18

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/30/2018 10:09 AM
Form Started By: David Heselmeyer		Started On: 08/30/2018 09:41 AM
Final Approval Date: 08/30/2018		

FirstSouthwest
AssetManagement
A Hilltop Holdings Company.

Investment Portfolio Summary

Williamson County

WILLIAMSON COUNTY
1848

For the Quarter Ended

June 30, 2018

Prepared by
FirstSouthwest Asset Management

FirstSouthwest AssetManagement
A Hilltop Holdings Company.

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Benchmark Comparison

Detail of Security Holdings

Change in Value

Earned Income

Investment Transactions

Amortization and Accretion

Projected Fixed Income Cash Flows

MARKET RECAP - JUNE 2018:

The key economic indicators released during June showed a strengthening economy with growing inflationary pressures. Nonfarm payrolls rose by +223k in May, well above the +190k median forecast, while prior month revisions added another +14k. Headline unemployment fell from 3.9% to 3.8%, the lowest since 1969, while the broader U6 "under-employment" rate fell from 7.8% to 7.6%, the lowest since December 2000. Average hourly earnings rose by a greater-than-expected +0.3% in May, pushing year-over-year wage inflation up from 2.56% to 2.71%. The ISM manufacturing index rebounded in May after slipping for two straight months. The 58.7 reading was within two points of the 14-year high set in February. Factory input prices continue to climb as the 79.5 reading on the ISM prices paid index was the highest since April 2011. The ISM non-manufacturing index rose by 1.8 points in May to 58.6, within 1.3 points of the 13-year high set in January. Retail sales unexpectedly jumped +0.8% in May, doubling the expected increase with the strongest monthly advance since November. Weak consumer spending held back first quarter economic growth, but the last three months have been quite solid. According to Bloomberg, retail sales are now tracking at a +5.9% year-over-year pace. Inflation firmed during May with the year-over-year consumer price index pushing up to +2.8% at the headline and +2.2% at the core. Producer prices also rose more than expected in May with the year-over-year headline PPI running at +3.1%, the highest since January 2012, and the core at +2.6%.

As expected, the Fed's policy setting Federal Open Market Committee raised the overnight fed funds target by 25 basis points to a new range of 1.75% - 2.00%. It was the seventh quarter-point increase since 2015. The statement tilted slightly hawkish compared to the previous statement, noting that "economic activity has been rising at a solid rate" versus just "moderate" previously; that the unemployment rate had "declined" versus "stayed low;" and household spending "has picked up" versus "moderated." The summary of economic projections, better known as the dot plot, also took a hawkish tilt with a lower unemployment rate, faster GDP growth for 2018, higher PCE for 2018, and a quicker pace of rate of hikes that now indicates a total of four 25 basis point hikes in 2018 versus three previously.

Financial markets don't seem to share the optimistic viewpoint painted by the data and seemingly validated by the Fed's action. Instead, markets are focusing on the burgeoning prospects of a trade war as the Trump administration and our global trading partners sink deeper into a spat of tit-for-tat tariffs. When President Trump implemented new 25% tariffs on $50 billion worth of Chinese goods, China quickly retaliated with 25% tariffs on $34 billion of U.S. goods. Trump responded by asking his staff to identify another $200 billion of Chinese products that could have tariffs imposed. Commerce Secretary Wilbur Ross has said the ultimate objective is to remove barriers, *"We're going to fix the problem of protectionism around the world and we're going to fix it by making it more painful for those countries to do bad practices than to do the right thing, which is to lower the trade barriers and lower their tariffs."* Our trading partners, particularly Canada, Mexico, the EU and China are fighting back, initiating retaliatory tariffs on U.S. goods. State controlled media in China wrote, *"If Trump continues to escalate trade tensions with China, we cannot rule out the possibility that China will strike back by adopting a hardline approach targeting Dow Jones Index giants."* The major U.S. equity indexes have taken notice with the Dow down 2% for the year and nearly 9% below its high, and the S&P 500 about 5% below its high. Bond yields fell during the month, despite the Fed rate hike and hotter inflation data, with the yield curve flattening as the two-year Treasury note yield closed the month at 2.53% while the 10-year T-note yield slipped to 2.86%.

For the Quarter Ended

June 30, 2018

This report is prepared for the **Williamson County** (the "Entity") in accordance with Chapter 2256 of the Texas Public Funds Investment Act ("PFIA"). Section 2256.023(a) of the PFIA states that: "Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period." This report is signed by the Entity's investment officers and includes the disclosures required in the PFIA. To the extent possible, market prices have been obtained from independent pricing sources.

The investment portfolio complied with the PFIA and the Entity's approved Investment Policy and Strategy throughout the period. All investment transactions made in the portfolio during this period were made on behalf of the Entity and were made in full compliance with the PFIA and the approved Investment Policy.

Officer Names and Titles:

Name: D. Scott Heselmeyer Title: County Treasurer

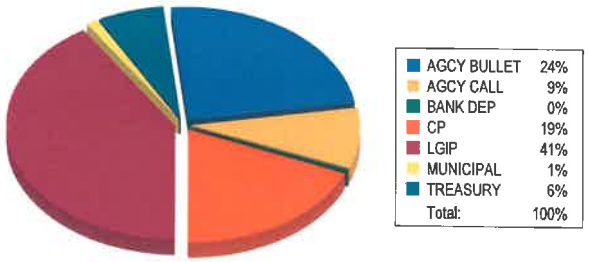
FirstSouthwest AssetManagement
A Hilltop Holdings Company.

Williamson County
Executive Summary
As of 06/30/18

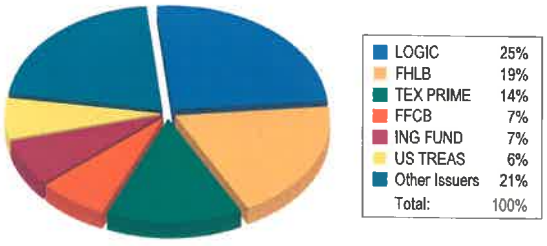
Account Summary

	Beginning Values as of 03/31/18	Ending Values as of 06/30/18
Par Value	564,649,386.67	532,379,757.62
Market Value	562,711,345.87	530,858,261.09
Book Value	563,518,381.96	531,525,651.64
Unrealized Gain /(Loss)	(807,036.09)	(667,390.55)
Market Value %	**99.86%**	**99.87%**
Weighted Avg. YTW	1.630%	1.978%
Weighted Avg. YTM	1.630%	1.978%

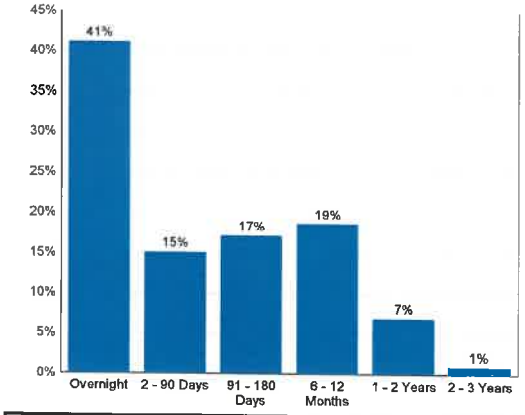
Allocation by Security Type



Allocation by Issuer

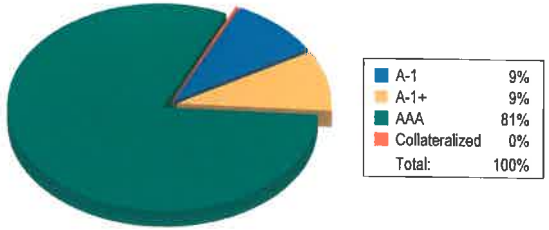


Maturity Distribution %



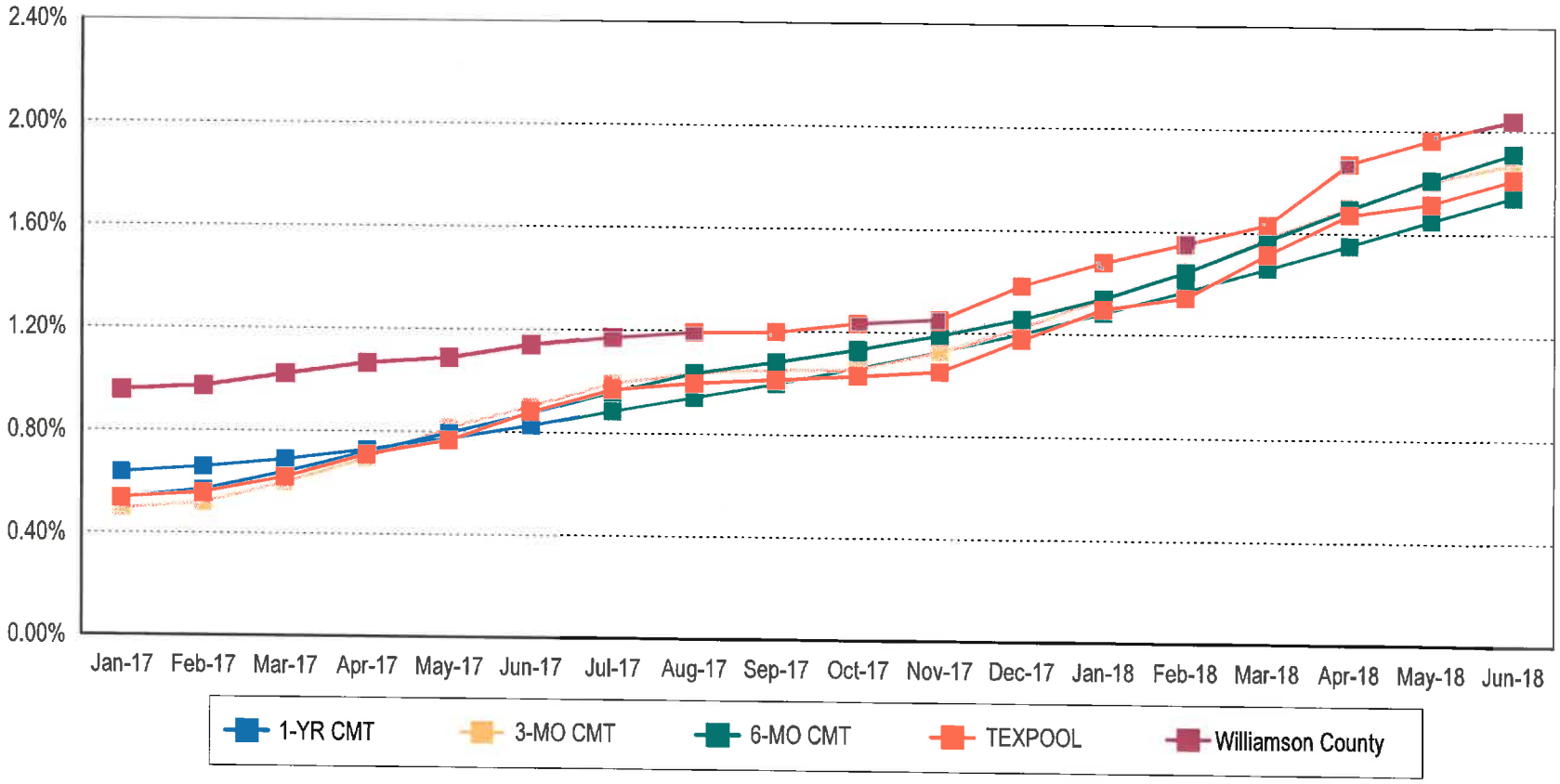
Weighted Average Days to Maturity: 128

Credit Quality



FirstSouthwest AssetManagement
A Hilltop Holdings Company.

Williamson County
Benchmark Comparison
As of 06/30/2018



Note 1: CMT stands for Constant Maturity Treasury. This data is published in Federal Reserve Statistical Release H.15 and represents an average of all actively traded Treasury securities having that time remaining until maturity. This is a standard industry benchmark for Treasury securities. The CMT benchmarks are moving averages. The 3-month CMT is the daily average for the previous 3 months, the 6-month CMT is the daily average for the previous 6 months, and the 1-year and 2-year CMT's are the daily averages for the previous 12-months.

Note 2: Benchmark data for TexPool is the monthly average yield.

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
2013 Park Bond																	
LOGIC		LGIP	LOGIC					16,361,809.09	100.000	16,361,809.09	16,361,809.09	100.000	16,361,809.09	1		2.108	2.108
46640QKW0	02/05/18	CP - DISC	J.P.Morgan Sec		10/30/18			5,000,000.00	98.428	4,921,383.33	4,964,372.20	99.191	4,959,565.00	122		2.154	2.154
912828V56	02/05/18	TREAS NOTE	U.S. Treasury	1.125	01/31/19			4,000,000.00	99.203	3,968,125.00	3,981,098.88	99.379	3,975,156.00	215		1.945	1.945
Total for 2013 Park Bond								**25,361,809.09**	**99.566**	**25,251,317.42**	**25,307,280.17**	**99.744**	**25,296,530.09**	**58**		**2.091**	**2.091**
2013 Road Bond																	
LOGIC		LGIP	LOGIC					61,219,894.76	100.000	61,219,894.76	61,219,894.76	100.000	61,219,894.76	1		2.108	2.108
46640QGL9	10/26/17	CP - DISC	J.P.Morgan Sec		07/20/18			2,000,000.00	98.754	1,975,080.00	1,998,226.66	99.884	1,997,674.00	20		1.701	1.701
912828QY9	07/07/17	TREAS NOTE	U.S. Treasury	2.250	07/31/18			5,000,000.00	101.000	5,050,000.00	5,003,901.95	100.034	5,001,690.00	31		1.302	1.302
46640QHX2	12/08/17	CP - DISC	J.P.Morgan Sec		08/31/18			4,700,000.00	98.633	4,635,753.61	4,685,266.82	98.698	4,638,806.00	62		1.876	1.876
3130ACYC2	12/08/17	AGCY BULET	FHLB	1.625	12/04/18			20,000,000.00	99.910	19,982,000.00	19,992,238.20	99.784	19,956,760.00	157		1.717	1.717
912828V56	02/01/18	TREAS NOTE	U.S. Treasury	1.125	01/31/19			8,000,000.00	99.199	7,935,937.50	7,962,428.32	99.379	7,950,312.00	215		1.940	1.940
3133EHP23	12/08/17	AGCY BULET	FFCB	1.500	02/06/19			5,000,000.00	99.716	4,985,800.00	4,992,655.80	99.571	4,978,575.00	221		1.748	1.748
3133782M2	12/08/17	AGCY BULET	FHLB	1.500	03/08/19			6,000,000.00	99.675	5,980,500.00	5,989,278.90	99.493	5,969,580.00	251		1.763	1.763
3133782M2	12/18/17	AGCY BULET	FHLB	1.500	03/08/19			2,845,000.00	99.621	2,834,217.45	2,838,935.83	99.493	2,830,575.85	251		1.814	1.814
3133782M2	12/18/17	AGCY BULET	FHLB	1.500	03/08/19			7,155,000.00	99.621	7,127,882.55	7,139,748.97	99.493	7,118,724.15	251		1.814	1.814
3130ABKQ8	12/18/17	AGCY CALL	FHLB	1.500	06/28/19	9/28/2018	QRTLY	19,675,000.00	99.427	19,562,262.25	19,601,482.59	99.129	19,503,650.43	363	90	1.882	1.882
3130A02T6	04/11/18	AGCY BULET	FHLB	2.375	09/13/19			5,500,000.00	100.099	5,505,445.00	5,504,622.20	99.946	5,497,019.00	440		2.303	2.303
3130ADXU1	04/11/18	AGCY BULET	FHLB	2.320	01/09/20			7,500,000.00	99.929	7,494,675.00	7,495,246.28	99.655	7,474,095.00	558		2.363	2.363
Total for 2013 Road Bond								**154,594,894.76**	**99.803**	**154,289,448.12**	**154,423,927.28**	**99.705**	**154,137,356.19**	**157**		**1.957**	**1.957**
2015 CO Bonds																	
LOGIC		LGIP	LOGIC					4,111,265.81	100.000	4,111,265.81	4,111,265.81	100.000	4,111,265.81	1		2.108	2.108
89233HJU9	01/03/18	CP - DISC	Toyota Mtr Cr		09/28/18			8,000,000.00	98.638	7,891,013.33	7,963,806.64	99.440	7,955,232.00	90		1.855	1.855
4497W1L20	02/05/18	CP - DISC	ING Funding		11/02/18			7,000,000.00	98.425	6,889,750.00	6,949,366.69	99.152	6,940,661.00	125		2.134	2.134
912828P53	02/05/18	TREAS NOTE	U.S. Treasury	0.750	02/15/19			5,000,000.00	98.766	4,938,281.25	4,962,370.05	99.094	4,954,690.00	230		1.970	1.970
Total for 2015 CO Bonds								**24,111,265.81**	**98.836**	**23,830,310.39**	**23,986,809.19**	**99.381**	**23,961,848.81**	**114**		**2.003**	**2.003**

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
Conservation Fund																	
TEXPRIME		LGIP	TexPool Prime					1,132,019.33	100.000	1,132,019.33	1,132,019.33	100.000	1,132,019.33	1		2.101	2.101
3130A8PK3	02/06/17	AGCY BULET	FHLB	0.625	08/07/18			1,500,000.00	99.325	1,489,875.00	1,499,322.62	99.868	1,498,012.50	38		1.079	1.079
46640QKW0	02/06/18	CP - DISC	J.P.Morgan Sec		10/30/18			1,000,000.00	98.434	984,335.56	992,874.44	99.191	991,913.00	122		2.154	2.154
Total for Conservation Fund								**3,632,019.33**	**99.292**	**3,606,229.89**	**3,624,216.39**	**99.724**	**3,621,944.83**	**49**		**1.693**	**1.693**
County Benefits Program																	
TEXPRIME		LGIP	TexPool Prime					3,268,756.63	100.000	3,268,756.63	3,268,756.63	100.000	3,268,756.63	1		2.101	2.101
Total for County Benefits Program								**3,268,756.63**	**100.000**	**3,268,756.63**	**3,268,756.63**	**100.000**	**3,268,756.63**	**1**		**2.101**	**2.101**
Cty Clerk Record Mgmt & Preservation																	
TEXPOOL		LGIP	TexPool					1,418,277.54	100.000	1,418,277.54	1,418,277.54	100.000	1,418,277.54	1		1.811	1.811
912828SH4	03/01/18	TREAS NOTE	U.S. Treasury	1.375	02/28/19			500,000.00	99.293	496,464.84	497,633.93	99.426	497,129.00	243		2.095	2.095
Total for Cty Clerk Record Mgmt & Preservation								**1,918,277.54**	**99.816**	**1,914,742.38**	**1,915,911.47**	**99.851**	**1,915,406.54**	**64**		**1.885**	**1.885**
Cty Clerk Records Archive																	
TEXPOOL		LGIP	TexPool					1,448,175.23	100.000	1,448,175.23	1,448,175.23	100.000	1,448,175.23	1		1.811	1.811
912828SH4	03/01/18	TREAS NOTE	U.S. Treasury	1.375	02/28/19			500,000.00	99.293	496,464.84	497,633.93	99.426	497,129.00	243		2.095	2.095
Total for Cty Clerk Records Archive								**1,948,175.23**	**99.819**	**1,944,640.07**	**1,945,809.16**	**99.853**	**1,945,304.23**	**63**		**1.884**	**1.884**
Debt Service Fund																	
TEXPRIME		LGIP	TexPool Prime					37,957,126.71	100.000	37,957,126.71	37,957,126.71	100.000	37,957,126.71	1		2.101	2.101
Total for Debt Service Fund								**37,957,126.71**	**100.000**	**37,957,126.71**	**37,957,126.71**	**100.000**	**37,957,126.71**	**1**		**2.101**	**2.101**

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
Future Environmental Liability																	
TEXPRIME		LGIP	TexPool Prime					339,441.31	100.000	339,441.31	339,441.31	100.000	339,441.31	1		2.101	2.101
912828WD8	12/01/17	TREAS NOTE	U.S. Treasury	1.250	10/31/18			1,525,000.00	99.648	1,519,638.67	1,523,051.57	99.746	1,521,128.03	123		1.639	1.639
Total for Future Environmental Liability								**1,864,441.31**	**99.713**	**1,859,079.98**	**1,862,492.88**	**99.792**	**1,860,569.34**	**101**		**1.723**	**1.723**
General Fund - Core Investments																	
742651DS8	06/28/17	AGCY BULET	PEFCO	1.875	07/15/18			1,800,000.00	100.569	1,810,236.60	1,800,381.69	99.999	1,799,978.40	15		1.326	1.326
3134G9NM5	06/28/16	AGCY CALL	FHLMC	1.150	09/28/18	Expired	QRTLY	5,500,000.00	100.000	5,500,000.00	5,500,000.00	99.790	5,488,433.50	90		1.150	1.150
23542JBD6	07/07/16	MUNICIPAL	Dallas Wtrwks & Swr	0.985	10/01/18			5,000,000.00	100.000	5,000,000.00	5,000,000.00	99.703	4,985,150.00	93		0.985	0.985
89233HK52	06/08/18	CP - DISC	Toyota Mtr Cr		10/05/18			7,000,000.00	99.233	6,946,317.78	6,956,693.31	99.390	6,957,335.00	97		2.338	2.338
3133EFLY1	10/29/15	AGCY BULET	FFCB	0.930	10/29/18			5,000,000.00	99.874	4,993,680.00	4,999,301.10	99.633	4,981,650.00	121		0.973	0.973
3136G1KL2	05/25/17	AGCY CALL	FNMA	1.150	10/30/18	7/30/2018	QRTLY	7,000,000.00	99.750	6,982,500.00	6,995,935.10	99.692	6,978,461.00	122	30	1.327	1.327
742651DG4	02/17/17	AGCY BULET	PEFCO	4.375	03/15/19			2,000,000.00	106.019	2,120,380.00	2,041,258.38	101.427	2,028,536.00	258		1.424	1.424
46640QQN4	06/29/18	CP - DISC	J.P.Morgan Sec		03/22/19			5,000,000.00	98.094	4,904,683.33	4,905,400.00	98.077	4,903,835.00	265		2.630	2.630
3133EGZK4	10/31/16	AGCY CALL	FFCB	1.070	04/24/19	Anytime	CONT	7,000,000.00	99.841	6,988,870.00	6,996,316.46	98.878	6,921,446.00	298	5	1.135	1.135
313379EE5	02/15/18	AGCY BULET	FHLB	1.625	06/14/19			5,000,000.00	99.353	4,967,650.00	4,976,782.80	99.274	4,963,710.00	349		2.120	2.120
3130A8Y72	05/16/18	AGCY BULET	FHLB	0.875	08/05/19			5,675,000.00	98.092	5,566,721.00	5,577,701.90	98.318	5,579,563.53	401		2.472	2.472
3133EJRD3	06/12/18	AGCY BULET	FFCB	2.390	12/05/19			5,500,000.00	99.840	5,491,200.00	5,491,510.97	99.838	5,491,073.50	523		2.501	2.501
880591EV0	05/11/18	AGCY BULET	TVA	2.250	03/15/20			5,000,000.00	99.411	4,970,550.00	4,972,756.95	99.405	4,970,255.00	624		2.578	2.578
3135G0T86	11/09/17	AGCY CALL	FNMA	1.950	11/09/20	8/9/2018	QRTLY	5,000,000.00	99.930	4,996,500.00	4,997,235.15	98.274	4,913,710.00	863	40	1.974	1.974
Total for General Fund - Core Investments								**71,475,000.00**	**99.679**	**71,239,288.71**	**71,211,273.81**	**99.288**	**70,963,136.93**	**299**		**1.805**	**1.805**

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
General Fund - Liquid Investments																	
LOGIC		LGIP	LOGIC					41,224,622.70	100.000	41,224,622.70	41,224,622.70	100.000	41,224,622.70	1		2.108	2.108
TEXPOOL		LGIP	TexPool					583.33	100.000	583.33	583.33	100.000	583.33	1		1.811	1.811
TEXPRIME		LGIP	TexPool Prime					650,574.68	100.000	650,574.68	650,574.68	100.000	650,574.68	1		2.101	2.101
WF-CASH		BANK DEP	Wells Fargo					852,475.24	100.000	852,475.24	852,475.24	100.000	852,475.24	1		0.000	0.000
4497W1GD2	01/12/18	CP - DISC	ING Funding		07/13/18			7,000,000.00	99.070	6,934,884.44	6,995,706.69	99.923	6,994,617.00	13		1.857	1.857
4497W1GL4	01/08/18	CP - DISC	ING Funding		07/20/18			7,000,000.00	99.030	6,932,074.72	6,993,313.04	99.883	6,991,817.00	20		1.828	1.828
4497W1HA7	02/13/18	CP - DISC	ING Funding		08/10/18			7,000,000.00	99.006	6,930,431.67	6,984,366.69	99.758	6,983,046.00	41		2.030	2.030
36960MHD8	04/05/18	CP - DISC	GE Co		08/13/18			5,000,000.00	99.151	4,957,569.44	4,985,965.30	99.746	4,987,315.00	44		2.370	2.370
912828K82	12/20/17	TREAS NOTE	U.S. Treasury	1.000	08/15/18			7,000,000.00	99.605	6,972,382.81	6,994,757.00	99.894	6,992,552.00	46		1.607	1.607
36164KJA0	12/20/17	CP - DISC	GE Capital Treasury		09/10/18			7,000,000.00	98.665	6,906,573.33	6,974,873.92	99.567	6,969,711.00	72		1.845	1.845
46640QJM4	01/08/18	CP - DISC	J.P.Morgan Sec		09/21/18			7,000,000.00	98.613	6,902,933.33	6,968,908.31	99.468	6,962,725.00	83		1.977	1.977
48306BL86	05/03/18	CP - DISC	Kaiser Foundation Hospital		11/08/18			7,000,000.00	98.740	6,911,800.00	6,939,333.31	99.051	6,933,577.00	131		2.431	2.431
Total for General Fund - Liquid Investments								**96,728,255.95**	**99.431**	**96,176,905.69**	**96,565,480.21**	**99.810**	**96,543,615.95**	**32**		**2.017**	**2.017**
LPPF																	
TEXPRIME		LGIP	TexPool Prime					1,375,123.07	100.000	1,375,123.07	1,375,123.07	100.000	1,375,123.07	1		2.101	2.101
Total for LPPF								**1,375,123.07**	**100.000**	**1,375,123.07**	**1,375,123.07**	**100.000**	**1,375,123.07**	**1**		**2.101**	**2.101**
Northwoods Rd Debt Service Fund																	
LOGIC		LGIP	LOGIC					499,302.47	100.000	499,302.47	499,302.47	100.000	499,302.47	1		2.108	2.108
Total for Northwoods Rd Debt Service Fund								**499,302.47**	**100.000**	**499,302.47**	**499,302.47**	**100.000**	**499,302.47**	**1**		**2.108**	**2.108**
Northwoods Rd Operating Fund																	
LOGIC		LGIP	LOGIC					34,413.32	100.000	34,413.32	34,413.32	100.000	34,413.32	1		2.108	2.108
Total for Northwoods Rd Operating Fund								**34,413.32**	**100.000**	**34,413.32**	**34,413.32**	**100.000**	**34,413.32**	**1**		**2.108**	**2.108**

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
Pass Toll Series 2009																	
TEXPRIME		LGIP	TexPool Prime					409,701.05	100.000	409,701.05	409,701.05	100.000	409,701.05	1		2.101	2.101
Total for Pass Toll Series 2009								409,701.05	100.000	409,701.05	409,701.05	100.000	409,701.05	1		2.101	2.101
Passthrough Toll Reimb																	
LOGIC		LGIP	LOGIC					7,595,787.51	100.000	7,595,787.51	7,595,787.51	100.000	7,595,787.51	1		2.108	2.108
3130A9AE1	09/08/17	AGCY BULET	FHLB	0.875	10/01/18			8,615,000.00	99.571	8,578,041.65	8,606,287.13	99.713	8,590,292.18	93		1.282	1.282
4497W1LM6	03/01/18	CP - DISC	ING Funding		11/21/18			10,000,000.00	98.307	9,830,694.44	9,908,638.90	99.009	9,900,920.00	144		2.340	2.340
313376BR5	09/22/17	AGCY BULET	FHLB	1.750	12/14/18			3,600,000.00	100.451	3,616,254.00	3,606,034.00	99.795	3,592,616.40	167		1.377	1.377
3133EJBZ1	04/11/18	AGCY BULET	FFCB	2.000	05/08/19			8,000,000.00	99.799	7,983,920.00	7,987,213.92	99.722	7,977,728.00	312		2.190	2.190
3133X72S2	04/18/18	AGCY BULET	FHLB	5.375	05/15/19			6,000,000.00	103.316	6,198,960.00	6,161,788.50	102.579	6,154,740.00	319		2.234	2.234
3133EJLU1	05/02/18	AGCY BULET	FFCB	2.420	01/24/20			5,500,000.00	99.820	5,490,100.00	5,490,967.46	99.835	5,490,936.00	573		2.528	2.528
Total for Passthrough Toll Reimb								49,310,787.51	99.980	49,293,757.60	49,356,717.42	99.995	49,303,020.09	212		2.033	2.033
Pearson Place Debt Service Fund																	
LOGIC		LGIP	LOGIC					1,166,901.23	100.000	1,166,901.23	1,166,901.23	100.000	1,166,901.23	1		2.108	2.108
Total for Pearson Place Debt Service Fund								1,166,901.23	100.000	1,166,901.23	1,166,901.23	100.000	1,166,901.23	1		2.108	2.108
Pooled Funds																	
TEXPOOL		LGIP	TexPool					7,716,142.35	100.000	7,716,142.35	7,716,142.35	100.000	7,716,142.35	1		1.811	1.811
TEXPRIME		LGIP	TexPool Prime					11,218,274.00	100.000	11,218,274.00	11,218,274.00	100.000	11,218,274.00	1		2.101	2.101
Total for Pooled Funds								18,934,416.35	100.000	18,934,416.35	18,934,416.35	100.000	18,934,416.35	1		1.983	1.983

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
Road and Bridge General																	
TEXPOOL		LGIP	TexPool					25,026.88	100.000	25,026.88	25,026.88	100.000	25,026.88	1		1.811	1.811
TEXPRIME		LGIP	TexPool Prime					11,955,373.08	100.000	11,955,373.08	11,955,373.08	100.000	11,955,373.08	1		2.101	2.101
742651DS8	07/25/17	AGCY BULET	PEFCO	1.875	07/15/18			5,000,000.00	100.555	5,027,750.00	5,001,113.70	99.999	4,999,940.00	15		1.299	1.299
89233HL93	02/12/18	CP - DISC	Toyota Mtr Cr		11/09/18			3,000,000.00	98.455	2,953,650.00	2,977,511.67	99.138	2,974,143.00	132		2.092	2.092
3133EJAU3	02/08/18	AGCY BULET	FFCB	1.920	04/29/19			3,000,000.00	99.889	2,996,658.00	2,997,714.54	99.677	2,990,307.00	303		2.013	2.013
3135G0G23	02/08/18	AGCY CALL	FNMA	1.300	04/29/19	7/29/2018	QRTLY	2,000,000.00	99.134	1,982,680.00	1,988,268.56	99.137	1,982,734.00	303	29	2.019	2.019
912828R44	05/24/18	TREAS NOTE	U.S. Treasury	0.875	05/15/19			3,000,000.00	98.574	2,957,226.56	2,961,727.95	98.742	2,962,266.00	319		2.362	2.362
Total for Road and Bridge General								27,980,399.96	99.710	27,898,364.52	27,906,736.38	99.678	27,889,789.96	105		1.968	1.968
Tobacco Funds																	
TEXPRIME		LGIP	TexPool Prime					1,205,932.49	100.000	1,205,932.49	1,205,932.49	100.000	1,205,932.49	1		2.101	2.101
89233HM35	06/07/18	CP - DISC	Toyota Mtr Cr		12/03/18			1,000,000.00	98.822	988,215.83	989,795.83	98.943	989,427.00	156		2.398	2.398
313380FB8	06/08/18	AGCY BULET	FHLB	1.375	09/13/19			2,000,000.00	98.672	1,973,440.00	1,974,770.32	98.794	1,975,880.00	440		2.448	2.448
Total for Tobacco Funds								4,205,932.49	99.092	4,167,588.32	4,170,498.64	99.178	4,171,239.49	246		2.336	2.336
Unlimited Tax Road Bonds - Series 2007																	
TEXPRIME		LGIP	TexPool Prime					5,602,757.81	100.000	5,602,757.81	5,602,757.81	100.000	5,602,757.81	1		2.101	2.101
Total for Unlimited Tax Road Bonds - Series 2007								5,602,757.81	100.000	5,602,757.81	5,602,757.81	100.000	5,602,757.81	1		2.101	2.101
Total for Williamson County								532,379,757.62	99.692	530,720,171.73	531,525,651.64	99.717	530,858,261.09	128		1.978	1.978

FirstSouthwest AssetManagement
A Hilltop Holdings Company.

Williamson County
Change in Value
From 03/31/2018 to 06/30/2018

CUSIP	Security Type	Security Description	03/31/18 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	06/30/18 Book Value	03/31/18 Market Value	06/30/18 Market Value	Change in Mkt Value
2007 Park Limited -06											
TEXPRIME	LGIP	TexPool Prime	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total for 2007 Park Limited -06			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2008 TAN–COMPASS											
TEXPOOL	LGIP	TexPool	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TEXPRIME	LGIP	TexPool Prime	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total for 2008 TAN–COMPASS			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2013 Park Bond											
LOGIC	LGIP	LOGIC	11,994,354.72	5,028,431.63	(660,977.26)	0.00	0.00	16,361,809.09	11,994,354.72	16,361,809.09	4,367,454.37
48306BE35	CP - DISC	Kaiser Foundation Hospital 0.000 05/03/18	4,993,422.20	0.00	(5,000,000.00)	6,577.80	0.00	0.00	4,989,575.00	0.00	(4,989,575.00)
46640QKW0	CP - DISC	J.P.Morgan Sec 0.000 10/30/18	4,937,577.80	0.00	0.00	26,794.40	0.00	4,964,372.20	4,926,155.00	4,959,565.00	33,410.00
912828V56	TREAS NOTE	U.S. Treasury 1.125 01/31/19	3,973,012.44	0.00	0.00	8,086.44	0.00	3,981,098.88	3,968,124.00	3,975,156.00	7,032.00
Total for 2013 Park Bond			25,898,367.16	5,028,431.63	(5,660,977.26)	41,458.64	0.00	25,307,280.17	25,878,208.72	25,296,530.09	(581,678.63)

CUSIP	Security Type	Security Description	03/31/18 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	06/30/18 Book Value	03/31/18 Market Value	06/30/18 Market Value	Change in Mkt Value
2013 Road Bond											
LOGIC	LGIP	LOGIC	46,237,118.64	15,834,931.29	(852,155.17)	0.00	0.00	61,219,894.76	46,237,118.64	61,219,894.76	14,982,776.12
3133EG3A1	AGCY BULET	FFCB 1.040 04/04/18	9,000,037.26	0.00	(9,000,000.00)	(37.26)	0.00	0.00	8,999,730.00	0.00	(8,999,730.00)
92181PD90	CP - DISC	Vanderbilt Univ 0.000 04/09/18	6,997,791.08	0.00	(7,000,000.00)	2,208.92	0.00	0.00	6,997,095.00	0.00	(6,997,095.00)
912828QG8	TREAS NOTE	U.S. Treasury 2.625 04/30/18	7,008,388.31	0.00	(7,000,000.00)	(8,388.31)	0.00	0.00	7,005,502.00	0.00	(7,005,502.00)
36164KEE7	CP - DISC	GE Capital Treasury 0.000 05/14/18	3,993,311.12	0.00	(4,000,000.00)	6,688.88	0.00	0.00	3,990,336.00	0.00	(3,990,336.00)
46640QEV9	CP - DISC	J.P.Morgan Sec 0.000 05/29/18	4,987,594.45	0.00	(5,000,000.00)	12,405.55	0.00	0.00	4,982,380.00	0.00	(4,982,380.00)
313379DT3	AGCY BULET	FHLB 1.250 06/08/18	9,003,828.96	0.00	(9,000,000.00)	(3,828.96)	0.00	0.00	8,991,126.00	0.00	(8,991,126.00)
46640QGL9	CP - DISC	J.P.Morgan Sec 0.000 07/20/18	1,989,733.34	0.00	0.00	8,493.32	0.00	1,998,226.66	1,985,072.00	1,997,674.00	12,602.00
912828QY9	TREAS NOTE	U.S. Treasury 2.250 07/31/18	5,015,737.80	0.00	0.00	(11,835.85)	0.00	5,003,901.95	5,006,835.00	5,001,690.00	(5,145.00)
46640QHX2	CP - DISC	J.P.Morgan Sec 0.000 08/31/18	4,663,287.78	0.00	0.00	21,979.04	0.00	4,685,266.82	4,652,060.00	4,638,806.00	(13,254.00)
3130ACYC2	AGCY BULET	FHLB 1.625 12/04/18	19,987,694.00	0.00	0.00	4,544.20	0.00	19,992,238.20	19,941,220.00	19,956,760.00	15,540.00
912828V56	TREAS NOTE	U.S. Treasury 1.125 01/31/19	7,946,357.20	0.00	0.00	16,071.12	0.00	7,962,428.32	7,936,248.00	7,950,312.00	14,064.00
3133EHP23	AGCY BULET	FFCB 1.500 02/06/19	4,989,603.80	0.00	0.00	3,052.00	0.00	4,992,655.80	4,974,930.00	4,978,575.00	3,645.00
3133782M2	AGCY BULET	FHLB 1.500 03/08/19	15,956,366.58	0.00	0.00	11,597.12	0.00	15,967,963.70	15,904,240.01	15,918,880.00	14,639.99
3130ABKQ8	AGCY CALL	FHLB 1.500 06/28/19	19,583,202.55	0.00	0.00	18,280.04	0.00	19,601,482.59	19,507,329.65	19,503,650.43	(3,679.22)
3130A02T6	AGCY BULET	FHLB 2.375 09/13/19	0.00	5,505,445.00	0.00	(822.80)	0.00	5,504,622.20	0.00	5,497,019.00	5,497,019.00
3130ADXU1	AGCY BULET	FHLB 2.320 01/09/20	0.00	7,494,675.00	0.00	571.28	0.00	7,495,246.28	0.00	7,474,095.00	7,474,095.00
Total for 2013 Road Bond			**167,360,052.87**	**28,835,051.29**	**(41,852,155.17)**	**80,978.29**	**0.00**	**154,423,927.28**	**167,111,222.30**	**154,137,356.19**	**(12,973,866.11)**
2015 CO Bonds											
LOGIC	LGIP	LOGIC	3,027,136.91	3,542,382.56	(2,458,253.66)	0.00	0.00	4,111,265.81	3,027,136.91	4,111,265.81	1,084,128.90
3133EG3A1	AGCY BULET	FFCB 1.040 04/04/18	6,000,024.84	0.00	(6,000,000.00)	(24.84)	0.00	0.00	5,999,820.00	0.00	(5,999,820.00)
3135G0WJ8	AGCY BULET	FNMA 0.875 05/21/18	2,998,527.60	0.00	(3,000,000.00)	1,472.40	0.00	0.00	2,996,514.00	0.00	(2,996,514.00)
89233HJU9	CP - DISC	Toyota Mtr Cr 0.000 09/28/18	7,926,800.00	0.00	0.00	37,006.64	0.00	7,963,806.64	7,904,760.00	7,955,232.00	50,472.00
4497W1L20	CP - DISC	ING Funding 0.000 11/02/18	6,912,208.31	0.00	0.00	37,158.38	0.00	6,949,366.69	6,894,874.00	6,940,661.00	45,787.00
912828P53	TREAS NOTE	U.S. Treasury 0.750 02/15/19	4,947,336.75	0.00	0.00	15,033.30	0.00	4,962,370.05	4,941,405.00	4,954,690.00	13,285.00
Total for 2015 CO Bonds			**31,812,034.41**	**3,542,382.56**	**(11,458,253.66)**	**90,645.88**	**0.00**	**23,986,809.19**	**31,764,509.91**	**23,961,848.81**	**(7,802,661.10)**

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Combination Tax & Rev Series 2006 CO											
TEXPRIME	LGIP	TexPool Prime	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total for Combination Tax & Rev Series 2006 CO			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Conservation Fund											
TEXPOOL	LGIP	TexPool	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TEXPRIME	LGIP	TexPool Prime	1,126,349.57	5,669.76	0.00	0.00	0.00	1,132,019.33	1,126,349.57	1,132,019.33	5,669.76
3130A8PK3	AGCY BULET	FHLB 0.625 08/07/18	1,497,629.15	0.00	0.00	1,693.47	0.00	1,499,322.62	1,493,226.00	1,498,012.50	4,786.50
46640QKW0	CP - DISC	J.P.Morgan Sec 0.000 10/30/18	987,515.56	0.00	0.00	5,358.88	0.00	992,874.44	985,231.00	991,913.00	6,682.00
Total for Conservation Fund			3,611,494.28	5,669.76	0.00	7,052.35	0.00	3,624,216.39	3,604,806.57	3,621,944.83	17,138.26
County Benefits Program											
TEXPOOL	LGIP	TexPool	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TEXPRIME	LGIP	TexPool Prime	3,252,384.99	16,371.64	0.00	0.00	0.00	3,268,756.63	3,252,384.99	3,268,756.63	16,371.64
Total for County Benefits Program			3,252,384.99	16,371.64	0.00	0.00	0.00	3,268,756.63	3,252,384.99	3,268,756.63	16,371.64
Cty Clerk Record Mgmt & Preservation											
TEXPOOL	LGIP	TexPool	1,412,169.95	6,107.59	0.00	0.00	0.00	1,418,277.54	1,412,169.95	1,418,277.54	6,107.59
912828SH4	TREAS NOTE	U.S. Treasury 1.375 02/28/19	496,761.91	0.00	0.00	872.02	0.00	497,633.93	496,621.00	497,129.00	508.00
Total for Cty Clerk Record Mgmt & Preservation			1,908,931.86	6,107.59	0.00	872.02	0.00	1,915,911.47	1,908,790.95	1,915,406.54	6,615.59
Cty Clerk Records Archive											
TEXPOOL	LGIP	TexPool	1,441,938.82	6,236.41	0.00	0.00	0.00	1,448,175.23	1,441,938.82	1,448,175.23	6,236.41
912828SH4	TREAS NOTE	U.S. Treasury 1.375 02/28/19	496,761.91	0.00	0.00	872.02	0.00	497,633.93	496,621.00	497,129.00	508.00
Total for Cty Clerk Records Archive			1,938,700.73	6,236.41	0.00	872.02	0.00	1,945,809.16	1,938,559.82	1,945,304.23	6,744.41

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Debt Service Fund											
TEXPOOL	LGIP	TexPool	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TEXPRIME	LGIP	TexPool Prime	36,557,221.50	1,399,905.21	0.00	0.00	0.00	37,957,126.71	36,557,221.50	37,957,126.71	1,399,905.21
Total for Debt Service Fund			**36,557,221.50**	**1,399,905.21**	**0.00**	**0.00**	**0.00**	**37,957,126.71**	**36,557,221.50**	**37,957,126.71**	**1,399,905.21**
Future Environmental Liability											
TEXPRIME	LGIP	TexPool Prime	4,053.75	335,387.56	0.00	0.00	0.00	339,441.31	4,053.75	339,441.31	335,387.56
912828WD8	TREAS NOTE	U.S. Treasury 1.250 10/31/18	1,521,593.00	0.00	0.00	1,458.57	0.00	1,523,051.57	1,518,506.55	1,521,128.03	2,621.48
Total for Future Environmental Liability			**1,525,646.75**	**335,387.56**	**0.00**	**1,458.57**	**0.00**	**1,862,492.88**	**1,522,560.30**	**1,860,569.34**	**338,009.04**
General Fund - Core Investments											
3134G9JD0	AGCY CALL	FHLMC 1.000 05/11/18	0.00	4,995,660.00	(5,000,000.00)	0.00	0.00	0.00	0.00	0.00	0.00
74081KEB4	CP - DISC	Harvard Univ 0.000 05/11/18	0.00	6,984,096.00	(7,000,000.00)	12,911.08	0.00	0.00	0.00	0.00	0.00
92181PF56	CP - DISC	Vanderbilt Univ 0.000 06/05/18	0.00	6,977,677.78	(7,000,000.00)	22,322.22	0.00	0.00	0.00	0.00	0.00
66844DF72	CP - DISC	Northwestern Univ 0.000 06/07/18	0.00	5,478,808.50	(5,500,000.00)	17,708.46	0.00	0.00	0.00	0.00	0.00
46640QFV8	CP - DISC	J.P.Morgan Sec 0.000 06/29/18	0.00	2,981,823.00	(3,000,000.00)	12,015.00	0.00	0.00	0.00	0.00	0.00
742651DS8	AGCY BULET	PEFCO 1.875 07/15/18	0.00	1,799,944.20	0.00	(2,453.74)	0.00	1,800,381.69	0.00	1,799,978.40	1,799,978.40
3134G9NM5	AGCY CALL	FHLMC 1.150 09/28/18	0.00	5,478,143.00	0.00	0.00	0.00	5,500,000.00	0.00	5,488,433.50	5,488,433.50
23542JBD6	MUNICIPAL	Dallas Wtrwks & Swr 0.985 10/01/18	0.00	4,973,000.00	0.00	0.00	0.00	5,000,000.00	0.00	4,985,150.00	4,985,150.00
89233HK52	CP - DISC	Toyota Mtr Cr 0.000 10/05/18	0.00	6,946,317.78	0.00	10,375.53	0.00	6,956,693.31	0.00	6,957,335.00	6,957,335.00
3133EFLY1	AGCY BULET	FFCB 0.930 10/29/18	0.00	4,972,270.00	0.00	532.30	0.00	4,999,301.10	0.00	4,981,650.00	4,981,650.00
3136G1KL2	AGCY CALL	FNMA 1.150 10/30/18	0.00	6,963,964.00	0.00	3,067.75	0.00	6,995,935.10	0.00	6,978,461.00	6,978,461.00
742651DG4	AGCY BULET	PEFCO 4.375 03/15/19	0.00	2,037,718.00	0.00	(14,545.70)	0.00	2,041,258.38	0.00	2,028,536.00	2,028,536.00
46640QQN4	CP - DISC	J.P.Morgan Sec 0.000 03/22/19	0.00	4,904,683.33	0.00	716.67	0.00	4,905,400.00	0.00	4,903,835.00	4,903,835.00
3133EGZK4	AGCY CALL	FFCB 1.070 04/24/19	0.00	6,909,861.00	0.00	1,125.88	0.00	6,996,316.46	0.00	6,921,446.00	6,921,446.00
313379EE5	AGCY BULET	FHLB 1.625 06/14/19	0.00	4,966,695.00	0.00	6,044.80	0.00	4,976,782.80	0.00	4,963,710.00	4,963,710.00
3130A8Y72	AGCY BULET	FHLB 0.875 08/05/19	0.00	5,566,721.00	0.00	10,980.90	0.00	5,577,701.90	0.00	5,579,563.53	5,579,563.53
3133EJRD3	AGCY BULET	FFCB 2.390 12/05/19	0.00	5,491,200.00	0.00	310.97	0.00	5,491,510.97	0.00	5,491,073.50	5,491,073.50
880591EV0	AGCY BULET	TVA 2.250 03/15/20	0.00	4,970,550.00	0.00	2,206.95	0.00	4,972,756.95	0.00	4,970,255.00	4,970,255.00
3135G0T86	AGCY CALL	FNMA 1.950 11/09/20	0.00	4,930,130.00	0.00	286.20	0.00	4,997,235.15	0.00	4,913,710.00	4,913,710.00
Total for General Fund - Core Investments			**0.00**	**98,329,262.59**	**(27,500,000.00)**	**83,605.27**	**0.00**	**71,211,273.81**	**0.00**	**70,963,136.93**	**70,963,136.93**

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General Fund - Liquid Investments											
BBVA-WC	BANK DEP	BBVA Compass MM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LOGIC	LGIP	LOGIC	54,759,100.05	13,761,388.99	(27,295,866.34)	0.00	0.00	41,224,622.70	54,759,100.05	41,224,622.70	(13,534,477.35)
TEXPOOL	LGIP	TexPool	3,050.60	1,104.19	(3,571.46)	0.00	0.00	583.33	3,050.60	583.33	(2,467.27)
TEXPRIME	LGIP	TexPool Prime	1,297,887.89	292,311.81	(939,625.02)	0.00	0.00	650,574.68	1,297,887.89	650,574.68	(647,313.21)
USB-WC	BANK DEP	Union St Bk	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WF-CASH	BANK DEP	Wells Fargo	382,515.82	4,638,577.54	(4,168,618.12)	0.00	0.00	852,475.24	382,515.82	852,475.24	469,959.42
8827234A4	MUNICIPAL	TX Trans Comm Hwy Impt GO 5.000 04/01/	2,000,000.00	0.00	(2,000,000.00)	0.00	0.00	0.00	2,000,000.00	0.00	(2,000,000.00)
4497W1DP8	CP - DISC	ING Funding 0.000 04/23/18	6,992,898.92	0.00	(7,000,000.00)	7,101.08	0.00	0.00	6,990,683.00	0.00	(6,990,683.00)
48306BE35	CP - DISC	Kaiser Foundation Hospital 0.000 05/03/18	6,990,791.08	0.00	(7,000,000.00)	9,208.92	0.00	0.00	6,985,405.00	0.00	(6,985,405.00)
3134G9JD0	AGCY CALL	FHLMC 1.000 05/11/18	5,000,000.00	0.00	(4,995,660.00)	0.00	0.00	0.00	4,995,660.00	0.00	(4,995,660.00)
74081KEB4	CP - DISC	Harvard Univ 0.000 05/11/18	6,987,088.92	0.00	(6,984,096.00)	0.00	0.00	0.00	6,984,096.00	0.00	(6,984,096.00)
89233HF41	CP - DISC	Toyota Mtr Cr 0.000 06/04/18	6,979,093.31	0.00	(7,000,000.00)	20,906.69	0.00	0.00	6,973,316.00	0.00	(6,973,316.00)
66844DF72	CP - DISC	Northwestern Univ 0.000 06/07/18	5,482,291.54	0.00	(5,478,808.50)	0.00	0.00	0.00	5,478,808.50	0.00	(5,478,808.50)
313379DT3	AGCY BULET	FHLB 1.250 06/08/18	6,999,693.75	0.00	(7,000,000.00)	306.25	0.00	0.00	6,993,098.00	0.00	(6,993,098.00)
89233HFU3	CP - DISC	Toyota Mtr Cr 0.000 06/28/18	0.00	8,950,980.00	(9,000,000.00)	49,020.00	0.00	0.00	0.00	0.00	0.00
46640QFV8	CP - DISC	J.P.Morgan Sec 0.000 06/29/18	2,987,985.00	0.00	(2,981,823.00)	0.00	0.00	0.00	2,981,823.00	0.00	(2,981,823.00)
4497W1GD2	CP - DISC	ING Funding 0.000 07/13/18	6,963,148.92	0.00	0.00	32,557.77	0.00	6,995,706.69	6,953,583.00	6,994,617.00	41,034.00
742651DS8	AGCY BULET	PEFCO 1.875 07/15/18	1,802,835.43	0.00	(1,799,944.20)	0.00	0.00	0.00	1,799,944.20	0.00	(1,799,944.20)
4497W1GL4	CP - DISC	ING Funding 0.000 07/20/18	6,961,286.08	0.00	0.00	32,026.96	0.00	6,993,313.04	6,950,209.00	6,991,817.00	41,608.00
4497W1HA7	CP - DISC	ING Funding 0.000 08/10/18	6,948,800.81	0.00	0.00	35,565.88	0.00	6,984,366.69	6,939,632.00	6,983,046.00	43,414.00
36960MHD8	CP - DISC	GE Co 0.000 08/13/18	0.00	4,957,569.44	0.00	28,395.86	0.00	4,985,965.30	0.00	4,987,315.00	4,987,315.00
912828K82	TREAS NOTE	U.S. Treasury 1.000 08/15/18	6,984,154.45	0.00	0.00	10,602.55	0.00	6,994,757.00	6,977,852.00	6,992,552.00	14,700.00
36164KJA0	CP - DISC	GE Capital Treasury 0.000 09/10/18	6,942,670.00	0.00	0.00	32,203.92	0.00	6,974,873.92	6,929,097.00	6,969,711.00	40,614.00
46640QJM4	CP - DISC	J.P.Morgan Sec 0.000 09/21/18	6,934,404.19	0.00	0.00	34,504.12	0.00	6,968,908.31	6,917,526.00	6,962,725.00	45,199.00
3134G9NM5	AGCY CALL	FHLMC 1.150 09/28/18	5,500,000.00	0.00	(5,478,143.00)	0.00	0.00	0.00	5,478,143.00	0.00	(5,478,143.00)
23542JBD6	MUNICIPAL	Dallas Wtrwks & Swr 0.985 10/01/18	5,000,000.00	0.00	(4,973,000.00)	0.00	0.00	0.00	4,973,000.00	0.00	(4,973,000.00)
3133EFLY1	AGCY BULET	FFCB 0.930 10/29/18	4,998,768.80	0.00	(4,972,270.00)	0.00	0.00	0.00	4,972,270.00	0.00	(4,972,270.00)
3136G1KL2	AGCY CALL	FNMA 1.150 10/30/18	6,992,867.35	0.00	(6,963,964.00)	0.00	0.00	0.00	6,963,964.00	0.00	(6,963,964.00)
48306BL86	CP - DISC	Kaiser Foundation Hospital 0.000 11/08/18	0.00	6,911,800.00	0.00	27,533.31	0.00	6,939,333.31	0.00	6,933,577.00	6,933,577.00
742651DG4	AGCY BULET	PEFCO 4.375 03/15/19	2,055,804.08	0.00	(2,037,718.00)	0.00	0.00	0.00	2,037,718.00	0.00	(2,037,718.00)
3133EGZK4	AGCY CALL	FFCB 1.070 04/24/19	6,995,190.58	0.00	(6,909,861.00)	0.00	0.00	0.00	6,909,861.00	0.00	(6,909,861.00)
313379EE5	AGCY BULET	FHLB 1.625 06/14/19	4,970,738.00	0.00	(4,966,695.00)	0.00	0.00	0.00	4,966,695.00	0.00	(4,966,695.00)
3135G0T86	AGCY CALL	FNMA 1.950 11/09/20	4,996,948.95	0.00	(4,930,130.00)	0.00	0.00	0.00	4,930,130.00	0.00	(4,930,130.00)

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CUSIP	Security Type	Security Description	03/31/18 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	06/30/18 Book Value	03/31/18 Market Value	06/30/18 Market Value	Change in Mkt Value
Total for General Fund - Liquid Investments			191,910,014.52	39,513,731.97	(134,879,793.64)	319,933.31	0.00	96,565,480.21	191,525,068.06	96,543,615.95	(94,981,452.11)
LPPF											
TEXPRIME	LGIP	TexPool Prime	0.00	1,375,123.09	0.00	0.00	0.00	1,375,123.07	0.00	1,375,123.07	1,375,123.07
Total for LPPF			0.00	1,375,123.09	0.00	0.00	0.00	1,375,123.07	0.00	1,375,123.07	1,375,123.07
Northwoods Rd Debt Service Fund											
LOGIC	LGIP	LOGIC	494,247.84	5,054.63	0.00	0.00	0.00	499,302.47	494,247.84	499,302.47	5,054.63
Total for Northwoods Rd Debt Service Fund			494,247.84	5,054.63	0.00	0.00	0.00	499,302.47	494,247.84	499,302.47	5,054.63
Northwoods Rd Operating Fund											
LOGIC	LGIP	LOGIC	40,339.11	59.49	(5,985.28)	0.00	0.00	34,413.32	40,339.11	34,413.32	(5,925.79)
Total for Northwoods Rd Operating Fund			40,339.11	59.49	(5,985.28)	0.00	0.00	34,413.32	40,339.11	34,413.32	(5,925.79)
Pass Toll Series 2009											
TEXPRIME	LGIP	TexPool Prime	407,649.03	2,052.02	0.00	0.00	0.00	409,701.05	407,649.03	409,701.05	2,052.02
Total for Pass Toll Series 2009			407,649.03	2,052.02	0.00	0.00	0.00	409,701.05	407,649.03	409,701.05	2,052.02

CUSIP	Security Type	Security Description	03/31/18 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	06/30/18 Book Value	03/31/18 Market Value	06/30/18 Market Value	Change in Mkt Value
Passthrough Toll Reimb											
LOGIC	LGIP	LOGIC	499,950.95	12,414,443.35	(5,318,606.79)	0.00	0.00	7,595,787.51	499,950.95	7,595,787.51	7,095,836.56
TEXSTAR	LGIP	TexSTAR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
313313VJ4	AGCY DISCO	FFCB 0.000 04/10/18	7,997,600.00	0.00	(8,000,000.00)	2,400.00	0.00	0.00	7,997,048.00	0.00	(7,997,048.00)
3133EF3B1	AGCY BULET	FFCB 0.750 04/18/18	6,153,921.15	0.00	(6,155,000.00)	1,078.85	0.00	0.00	6,152,137.93	0.00	(6,152,137.93)
3130A4GJ5	AGCY BULET	FHLB 1.125 04/25/18	4,799,878.46	0.00	(4,800,000.00)	121.54	0.00	0.00	4,798,008.00	0.00	(4,798,008.00)
3130A9AE1	AGCY BULET	FHLB 0.875 10/01/18	8,597,574.27	0.00	0.00	8,712.86	0.00	8,606,287.13	8,566,730.16	8,590,292.18	23,562.02
4497W1LM6	CP - DISC	ING Funding 0.000 11/21/18	9,850,500.00	0.00	0.00	58,138.90	0.00	9,908,638.90	9,834,820.00	9,900,920.00	66,100.00
313376BR5	AGCY BULET	FHLB 1.750 12/14/18	3,609,347.18	0.00	0.00	(3,313.18)	0.00	3,606,034.00	3,591,115.20	3,592,616.40	1,501.20
3133EJBZ1	AGCY BULET	FFCB 2.000 05/08/19	0.00	7,983,920.00	0.00	3,293.92	0.00	7,987,213.92	0.00	7,977,728.00	7,977,728.00
3133X72S2	AGCY BULET	FHLB 5.375 05/15/19	0.00	6,198,960.00	0.00	(37,171.50)	0.00	6,161,788.50	0.00	6,154,740.00	6,154,740.00
3133EJLU1	AGCY BULET	FFCB 2.420 01/24/20	0.00	5,490,100.00	0.00	867.46	0.00	5,490,967.46	0.00	5,490,936.00	5,490,936.00
Total for Passthrough Toll Reimb			**41,508,772.01**	**32,087,423.35**	**(24,273,606.79)**	**34,128.85**	**0.00**	**49,356,717.42**	**41,439,810.24**	**49,303,020.09**	**7,863,209.85**
Pearson Place Construction Fund											
LOGIC	LGIP	LOGIC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total for Pearson Place Construction Fund			**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Pearson Place Debt Service Fund											
LOGIC	LGIP	LOGIC	1,163,804.61	5,592.19	(2,495.57)	0.00	0.00	1,166,901.23	1,163,804.61	1,166,901.23	3,096.62
Total for Pearson Place Debt Service Fund			**1,163,804.61**	**5,592.19**	**(2,495.57)**	**0.00**	**0.00**	**1,166,901.23**	**1,163,804.61**	**1,166,901.23**	**3,096.62**
Pooled Funds											
TEXPOOL	LGIP	TexPool	7,727,662.58	155,513.22	(167,033.45)	0.00	0.00	7,716,142.35	7,727,662.58	7,716,142.35	(11,520.23)
TEXPRIME	LGIP	TexPool Prime	11,278,691.17	665,808.54	(726,225.71)	0.00	0.00	11,218,274.00	11,278,691.17	11,218,274.00	(60,417.17)
Total for Pooled Funds			**19,006,353.75**	**821,321.76**	**(893,259.16)**	**0.00**	**0.00**	**18,934,416.35**	**19,006,353.75**	**18,934,416.35**	**(71,937.40)**

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PTT I-35											
TEXPRIME	LGIP	TexPool Prime	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total for PTT I-35			**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Road and Bridge General											
BBVA-WC	BANK DEP	BBVA Compass MM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TEXPOOL	LGIP	TexPool	24,919.11	107.77	0.00	0.00	0.00	25,026.88	24,919.11	25,026.88	107.77
TEXPRIME	LGIP	TexPool Prime	11,825,790.11	129,582.97	0.00	0.00	0.00	11,955,373.08	11,825,790.11	11,955,373.08	129,582.97
3135G0WJ8	AGCY BULET	FNMA 0.875 05/21/18	2,998,527.18	0.00	(3,000,000.00)	1,472.82	0.00	0.00	2,996,514.00	0.00	(2,996,514.00)
742651DS8	AGCY BULET	PEFCO 1.875 07/15/18	5,008,273.30	0.00	0.00	(7,159.60)	0.00	5,001,113.70	4,999,845.00	4,999,940.00	95.00
89233HL93	CP - DISC	Toyota Mtr Cr 0.000 11/09/18	2,961,890.01	0.00	0.00	15,621.66	0.00	2,977,511.67	2,955,639.00	2,974,143.00	18,504.00
3133EJAU3	AGCY BULET	FFCB 1.920 04/29/19	2,997,040.08	0.00	0.00	674.46	0.00	2,997,714.54	2,992,788.00	2,990,307.00	(2,481.00)
3135G0G23	AGCY CALL	FNMA 1.300 04/29/19	1,984,749.34	0.00	0.00	3,519.22	0.00	1,988,268.56	1,981,236.00	1,982,734.00	1,498.00
912828R44	TREAS NOTE	U.S. Treasury 0.875 05/15/19	0.00	2,957,226.56	0.00	4,501.39	0.00	2,961,727.95	0.00	2,962,266.00	2,962,266.00
Total for Road and Bridge General			**27,801,189.13**	**3,086,917.30**	**(3,000,000.00)**	**18,629.95**	**0.00**	**27,906,736.38**	**27,776,731.22**	**27,889,789.96**	**113,058.74**
Tobacco Funds											
TEXPOOL	LGIP	TexPool	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TEXPRIME	LGIP	TexPool Prime	1,280,721.38	4,228.19	(79,017.08)	0.00	0.00	1,205,932.49	1,280,721.38	1,205,932.49	(74,788.89)
313379DT3	AGCY BULET	FHLB 1.250 06/08/18	2,000,128.46	0.00	(2,000,000.00)	(128.46)	0.00	0.00	1,998,028.00	0.00	(1,998,028.00)
89233HM35	CP - DISC	Toyota Mtr Cr 0.000 12/03/18	0.00	988,215.83	0.00	1,580.00	0.00	989,795.83	0.00	989,427.00	989,427.00
313380FB8	AGCY BULET	FHLB 1.375 09/13/19	0.00	1,973,440.00	0.00	1,330.32	0.00	1,974,770.32	0.00	1,975,880.00	1,975,880.00
Total for Tobacco Funds			**3,280,849.84**	**2,965,884.02**	**(2,079,017.08)**	**2,781.86**	**0.00**	**4,170,498.64**	**3,278,749.38**	**4,171,239.49**	**892,490.11**
Unlimited Tax Road Bonds - Series 2007											
TEXPOOL	LGIP	TexPool	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TEXPRIME	LGIP	TexPool Prime	4,040,327.57	2,484,962.66	(922,532.42)	0.00	0.00	5,602,757.81	4,040,327.57	5,602,757.81	1,562,430.24
Total for Unlimited Tax Road Bonds - Series 2007			**4,040,327.57**	**2,484,962.66**	**(922,532.42)**	**0.00**	**0.00**	**5,602,757.81**	**4,040,327.57**	**5,602,757.81**	**1,562,430.24**

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CUSIP	Security Type	Security Description	03/31/18 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	06/30/18 Book Value	03/31/18 Market Value	06/30/18 Market Value	Change in Mkt Value
Total for Williamson County			563,518,381.96	219,852,928.72	(252,528,076.03)	682,417.01	0.00	531,525,651.64	562,711,345.87	530,858,261.09	(31,853,084.78)

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Earned Income
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CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
2007 Park Limited -06									
Total for 2007 Park Limited -06			0.00	0.00	0.00	0.00	0.00	0.00	0.00
2008 TAN–COMPASS									
Total for 2008 TAN–COMPASS			0.00	0.00	0.00	0.00	0.00	0.00	0.00
2013 Park Bond									
LOGIC	LGIP	LOGIC	0.00	76,004.33	76,004.33	0.00	0.00	0.00	76,004.33
48306BE35	CP - DISC	Kaiser Foundation Hospital 0.000 05/03/18	0.00	0.00	0.00	0.00	0.00	6,577.80	6,577.80
46640QKW0	CP - DISC	J.P.Morgan Sec 0.000 10/30/18	0.00	0.00	0.00	0.00	0.00	26,794.40	26,794.40
912828V56	TREAS NOTE	U.S. Treasury 1.125 01/31/19	7,458.56	11,312.16	0.00	0.00	18,770.72	8,086.44	19,398.60
Total for 2013 Park Bond			7,458.56	87,316.49	76,004.33	0.00	18,770.72	41,458.64	128,775.13

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
2013 Road Bond									
LOGIC	LGIP	LOGIC	0.00	286,518.87	286,518.87	0.00	0.00	0.00	286,518.87
3133EG3A1	AGCY BULET	FFCB 1.040 04/04/18	46,020.00	780.00	46,800.00	0.00	0.00	(37.26)	742.74
92181PD90	CP - DISC	Vanderbilt Univ 0.000 04/09/18	0.00	0.00	0.00	0.00	0.00	2,208.92	2,208.92
912828QG8	TREAS NOTE	U.S. Treasury 2.625 04/30/18	77,154.70	14,720.30	91,875.00	0.00	0.00	(8,388.31)	6,331.99
36164KEE7	CP - DISC	GE Capital Treasury 0.000 05/14/18	0.00	0.00	0.00	0.00	0.00	6,688.88	6,688.88
46640QEV9	CP - DISC	J.P.Morgan Sec 0.000 05/29/18	0.00	0.00	0.00	0.00	0.00	12,405.55	12,405.55
313379DT3	AGCY BULET	FHLB 1.250 06/08/18	35,312.50	20,937.50	56,250.00	0.00	0.00	(3,828.96)	17,108.54
46640QGL9	CP - DISC	J.P.Morgan Sec 0.000 07/20/18	0.00	0.00	0.00	0.00	0.00	8,493.32	8,493.32
912828QY9	TREAS NOTE	U.S. Treasury 2.250 07/31/18	18,646.41	28,280.39	0.00	0.00	46,926.80	(11,835.85)	16,444.54
46640QHX2	CP - DISC	J.P.Morgan Sec 0.000 08/31/18	0.00	0.00	0.00	0.00	0.00	21,979.04	21,979.04
3130ACYC2	AGCY BULET	FHLB 1.625 12/04/18	105,625.00	81,250.00	162,500.00	0.00	24,375.00	4,544.20	85,794.20
912828V56	TREAS NOTE	U.S. Treasury 1.125 01/31/19	14,917.13	22,624.31	0.00	0.00	37,541.44	16,071.12	38,695.43
3133EHP23	AGCY BULET	FFCB 1.500 02/06/19	11,458.33	18,750.00	0.00	0.00	30,208.33	3,052.00	21,802.00
3133782M2	AGCY BULET	FHLB 1.500 03/08/19	15,333.34	60,000.00	0.00	0.00	75,333.34	11,597.12	71,597.12
3130ABKQ8	AGCY CALL	FHLB 1.500 06/28/19	76,240.63	73,781.25	147,562.50	0.00	2,459.38	18,280.04	92,061.29
3130A02T6	AGCY BULET	FHLB 2.375 09/13/19	0.00	29,027.78	0.00	(10,159.72)	39,187.50	(822.80)	28,204.98
3130ADXU1	AGCY BULET	FHLB 2.320 01/09/20	0.00	38,666.66	0.00	(966.67)	39,633.33	571.28	39,237.94
Total for 2013 Road Bond			**400,708.04**	**675,337.06**	**791,506.37**	**(11,126.39)**	**295,665.12**	**80,978.29**	**756,315.35**
2015 CO Bonds									
LOGIC	LGIP	LOGIC	0.00	29,055.30	29,055.30	0.00	0.00	0.00	29,055.30
3133EG3A1	AGCY BULET	FFCB 1.040 04/04/18	30,680.00	520.00	31,200.00	0.00	0.00	(24.84)	495.16
3135G0WJ8	AGCY BULET	FNMA 0.875 05/21/18	9,479.17	3,645.83	13,125.00	0.00	0.00	1,472.40	5,118.23
89233HJU9	CP - DISC	Toyota Mtr Cr 0.000 09/28/18	0.00	0.00	0.00	0.00	0.00	37,006.64	37,006.64
4497W1L20	CP - DISC	ING Funding 0.000 11/02/18	0.00	0.00	0.00	0.00	0.00	37,158.38	37,158.38
912828P53	TREAS NOTE	U.S. Treasury 0.750 02/15/19	4,661.60	9,426.80	0.00	0.00	14,088.40	15,033.30	24,460.10
Total for 2015 CO Bonds			**44,820.77**	**42,647.93**	**73,380.30**	**0.00**	**14,088.40**	**90,645.88**	**133,293.81**
Combination Tax & Rev Series 2006 CO									
Total for Combination Tax & Rev Series 2006 CO			**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

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CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
Conservation Fund									
TEXPRIME	LGIP	TexPool Prime	0.00	5,669.76	5,669.76	0.00	0.00	0.00	5,669.76
3130A8PK3	AGCY BULET	FHLB 0.625 08/07/18	1,406.25	2,343.75	0.00	0.00	3,750.00	1,693.47	4,037.22
46640QKW0	CP - DISC	J.P.Morgan Sec 0.000 10/30/18	0.00	0.00	0.00	0.00	0.00	5,358.88	5,358.88
Total for Conservation Fund			**1,406.25**	**8,013.51**	**5,669.76**	**0.00**	**3,750.00**	**7,052.35**	**15,065.86**
County Benefits Program									
TEXPRIME	LGIP	TexPool Prime	0.00	16,371.64	16,371.64	0.00	0.00	0.00	16,371.64
Total for County Benefits Program			**0.00**	**16,371.64**	**16,371.64**	**0.00**	**0.00**	**0.00**	**16,371.64**
Cty Clerk Record Mgmt & Preservation									
TEXPOOL	LGIP	TexPool	0.00	6,107.59	6,107.59	0.00	0.00	0.00	6,107.59
912828SH4	TREAS NOTE	U.S. Treasury 1.375 02/28/19	597.83	1,700.06	0.00	0.00	2,297.89	872.02	2,572.08
Total for Cty Clerk Record Mgmt & Preservation			**597.83**	**7,807.65**	**6,107.59**	**0.00**	**2,297.89**	**872.02**	**8,679.67**
Cty Clerk Records Archive									
TEXPOOL	LGIP	TexPool	0.00	6,236.41	6,236.41	0.00	0.00	0.00	6,236.41
912828SH4	TREAS NOTE	U.S. Treasury 1.375 02/28/19	597.83	1,700.06	0.00	0.00	2,297.89	872.02	2,572.08
Total for Cty Clerk Records Archive			**597.83**	**7,936.47**	**6,236.41**	**0.00**	**2,297.89**	**872.02**	**8,808.49**
Debt Service Fund									
TEXPRIME	LGIP	TexPool Prime	0.00	187,738.74	187,738.74	0.00	0.00	0.00	187,738.74
Total for Debt Service Fund			**0.00**	**187,738.74**	**187,738.74**	**0.00**	**0.00**	**0.00**	**187,738.74**

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
Future Environmental Liability									
TEXPRIME	LGIP	TexPool Prime	0.00	1,619.82	1,619.82	0.00	0.00	0.00	1,619.82
912828WD8	TREAS NOTE	U.S. Treasury 1.250 10/31/18	8,004.14	4,738.73	9,531.25	0.00	3,211.62	1,458.57	6,197.30
Total for Future Environmental Liability			**8,004.14**	**6,358.55**	**11,151.07**	**0.00**	**3,211.62**	**1,458.57**	**7,817.12**
General Fund - Core investments									
3134G9JD0	AGCY CALL	FHLMC 1.000 05/11/18	0.00	5,555.56	25,000.00	(19,444.44)	0.00	0.00	5,555.56
74081KEB4	CP - DISC	Harvard Univ 0.000 05/11/18	0.00	0.00	0.00	0.00	0.00	12,911.08	12,911.08
92181PF56	CP - DISC	Vanderbilt Univ 0.000 06/05/18	0.00	0.00	0.00	0.00	0.00	22,322.22	22,322.22
66844DF72	CP - DISC	Northwestern Univ 0.000 06/07/18	0.00	0.00	0.00	0.00	0.00	17,708.46	17,708.46
46640QFV8	CP - DISC	J.P.Morgan Sec 0.000 06/29/18	0.00	0.00	0.00	0.00	0.00	12,015.00	12,015.00
742651DS8	AGCY BULET	PEFCO 1.875 07/15/18	0.00	8,437.50	0.00	(7,125.00)	15,562.50	(2,453.74)	5,983.76
3134G9NM5	AGCY CALL	FHLMC 1.150 09/28/18	0.00	15,812.50	0.00	(527.08)	16,339.58	0.00	15,812.50
23542JBD6	MUNICIPAL	Dallas Wtrwks & Swr 0.985 10/01/18	0.00	12,312.50	0.00	0.00	12,312.50	0.00	12,312.50
89233HK52	CP - DISC	Toyota Mtr Cr 0.000 10/05/18	0.00	0.00	0.00	0.00	0.00	10,375.53	10,375.53
3133EFLY1	AGCY BULET	FFCB 0.930 10/29/18	0.00	11,625.00	23,250.00	(19,633.33)	8,008.33	532.30	12,157.30
3136G1KL2	AGCY CALL	FNMA 1.150 10/30/18	0.00	20,125.00	40,250.00	(33,765.28)	13,640.28	3,067.75	23,192.75
742651DG4	AGCY BULET	PEFCO 4.375 03/15/19	0.00	21,875.00	0.00	(3,888.89)	25,763.89	(14,545.70)	7,329.30
46640QQN4	CP - DISC	J.P.Morgan Sec 0.000 03/22/19	0.00	0.00	0.00	0.00	0.00	716.67	716.67
3133EGZK4	AGCY CALL	FFCB 1.070 04/24/19	0.00	18,725.00	37,450.00	(32,664.72)	13,939.72	1,125.88	19,850.88
313379EE5	AGCY BULET	FHLB 1.625 06/14/19	0.00	20,312.50	40,625.00	(24,149.31)	3,836.81	6,044.80	26,357.30
3130A8Y72	AGCY BULET	FHLB 0.875 08/05/19	0.00	6,207.03	0.00	(13,931.34)	20,138.37	10,980.90	17,187.93
3133EJRD3	AGCY BULET	FFCB 2.390 12/05/19	0.00	6,937.64	0.00	(2,555.97)	9,493.61	310.97	7,248.61
880591EV0	AGCY BULET	TVA 2.250 03/15/20	0.00	15,625.00	0.00	(19,687.50)	35,312.50	2,206.95	17,831.95
3135G0T86	AGCY CALL	FNMA 1.950 11/09/20	0.00	24,375.00	48,750.00	(38,458.33)	14,083.33	286.20	24,661.20
Total for General Fund - Core Investments			**0.00**	**187,925.23**	**215,325.00**	**(215,831.19)**	**188,431.42**	**83,605.27**	**271,530.50**

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
General Fund - Liquid Investments									
LOGIC	LGIP	LOGIC	0.00	179,829.29	179,829.29	0.00	0.00	0.00	179,829.29
TEXPOOL	LGIP	TexPool	0.00	11.30	11.30	0.00	0.00	0.00	11.30
TEXPRIME	LGIP	TexPool Prime	0.00	7,344.40	7,344.40	0.00	0.00	0.00	7,344.40
8827234A4	MUNICIPAL	TX Trans Comm Hwy Impt GO 5.000 04/01/18	50,000.00	0.00	50,000.00	0.00	0.00	0.00	0.00
4497W1DP8	CP - DISC	ING Funding 0.000 04/23/18	0.00	0.00	0.00	0.00	0.00	7,101.08	7,101.08
48306BE35	CP - DISC	Kaiser Foundation Hospital 0.000 05/03/18	0.00	0.00	0.00	0.00	0.00	9,208.92	9,208.92
3134G9JD0	AGCY CALL	FHLMC 1.000 05/11/18	19,444.44	0.00	19,444.44	0.00	0.00	0.00	0.00
89233HF41	CP - DISC	Toyota Mtr Cr 0.000 06/04/18	0.00	0.00	0.00	0.00	0.00	20,906.69	20,906.69
313379DT3	AGCY BULET	FHLB 1.250 06/08/18	27,465.28	16,284.72	43,750.00	0.00	0.00	306.25	16,590.97
89233HFU3	CP - DISC	Toyota Mtr Cr 0.000 06/28/18	0.00	0.00	0.00	0.00	0.00	49,020.00	49,020.00
4497W1GD2	CP - DISC	ING Funding 0.000 07/13/18	0.00	0.00	0.00	0.00	0.00	32,557.77	32,557.77
742651DS8	AGCY BULET	PEFCO 1.875 07/15/18	7,125.00	0.00	7,125.00	0.00	0.00	0.00	0.00
4497W1GL4	CP - DISC	ING Funding 0.000 07/20/18	0.00	0.00	0.00	0.00	0.00	32,026.96	32,026.96
4497W1HA7	CP - DISC	ING Funding 0.000 08/10/18	0.00	0.00	0.00	0.00	0.00	35,565.88	35,565.88
36960MHD8	CP - DISC	GE Co 0.000 08/13/18	0.00	0.00	0.00	0.00	0.00	28,395.86	28,395.86
912828K82	TREAS NOTE	U.S. Treasury 1.000 08/15/18	8,701.66	17,596.68	0.00	0.00	26,298.34	10,602.55	28,199.23
36164KJA0	CP - DISC	GE Capital Treasury 0.000 09/10/18	0.00	0.00	0.00	0.00	0.00	32,203.92	32,203.92
46640QJM4	CP - DISC	J.P.Morgan Sec 0.000 09/21/18	0.00	0.00	0.00	0.00	0.00	34,504.12	34,504.12
3134G9NM5	AGCY CALL	FHLMC 1.150 09/28/18	527.08	0.00	527.08	0.00	0.00	0.00	0.00
23542JBD6	MUNICIPAL	Dallas Wtrwks & Swr 0.985 10/01/18	24,625.00	0.00	24,625.00	0.00	0.00	0.00	0.00
3133EFLY1	AGCY BULET	FFCB 0.930 10/29/18	19,633.33	0.00	19,633.33	0.00	0.00	0.00	0.00
3136G1KL2	AGCY CALL	FNMA 1.150 10/30/18	33,765.28	0.00	33,765.28	0.00	0.00	0.00	0.00
48306BL86	CP - DISC	Kaiser Foundation Hospital 0.000 11/08/18	0.00	0.00	0.00	0.00	0.00	27,533.31	27,533.31
742651DG4	AGCY BULET	PEFCO 4.375 03/15/19	3,888.89	0.00	3,888.89	0.00	0.00	0.00	0.00
3133EGZK4	AGCY CALL	FFCB 1.070 04/24/19	32,664.72	0.00	32,664.72	0.00	0.00	0.00	0.00
313379EE5	AGCY BULET	FHLB 1.625 06/14/19	24,149.31	0.00	24,149.31	0.00	0.00	0.00	0.00
3135G0T86	AGCY CALL	FNMA 1.950 11/09/20	38,458.33	0.00	38,458.33	0.00	0.00	0.00	0.00
Total for General Fund - Liquid Investments			**290,448.32**	**221,066.39**	**485,216.37**	**0.00**	**26,298.34**	**319,933.31**	**540,999.70**
LPPF									
TEXPRIME	LGIP	TexPool Prime	0.00	20,057.62	20,057.62	0.00	0.00	0.00	20,057.62
Total for LPPF			**0.00**	**20,057.62**	**20,057.62**	**0.00**	**0.00**	**0.00**	**20,057.62**

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
Northwoods Rd Debt Service Fund									
LOGIC	LGIP	LOGIC	0.00	2,503.72	2,503.72	0.00	0.00	0.00	2,503.72
Total for Northwoods Rd Debt Service Fund			0.00	2,503.72	2,503.72	0.00	0.00	0.00	2,503.72
Northwoods Rd Operating Fund									
LOGIC	LGIP	LOGIC	0.00	184.22	184.22	0.00	0.00	0.00	184.22
Total for Northwoods Rd Operating Fund			0.00	184.22	184.22	0.00	0.00	0.00	184.22
Pass Toll Series 2009									
TEXPRIME	LGIP	TexPool Prime	0.00	2,052.02	2,052.02	0.00	0.00	0.00	2,052.02
Total for Pass Toll Series 2009			0.00	2,052.02	2,052.02	0.00	0.00	0.00	2,052.02
Passthrough Toll Reimb									
LOGIC	LGIP	LOGIC	0.00	32,972.41	32,972.41	0.00	0.00	0.00	32,972.41
313313VJ4	AGCY DISCO	FFCB 0.000 04/10/18	0.00	0.00	0.00	0.00	0.00	2,400.00	2,400.00
3133EF3B1	AGCY BULET	FFCB 0.750 04/18/18	20,901.35	2,179.90	23,081.25	0.00	0.00	1,078.85	3,258.75
3130A4GJ5	AGCY BULET	FHLB 1.125 04/25/18	23,400.00	3,600.00	27,000.00	0.00	0.00	121.54	3,721.54
3130A9AE1	AGCY BULET	FHLB 0.875 10/01/18	37,690.63	18,845.31	37,690.63	0.00	18,845.31	8,712.86	27,558.17
4497W1LM6	CP - DISC	ING Funding 0.000 11/21/18	0.00	0.00	0.00	0.00	0.00	58,138.90	58,138.90
313376BR5	AGCY BULET	FHLB 1.750 12/14/18	18,725.00	15,750.00	31,500.00	0.00	2,975.00	(3,313.18)	12,436.82
3133EJBZ1	AGCY BULET	FFCB 2.000 05/08/19	0.00	35,555.56	40,000.00	(28,000.00)	23,555.56	3,293.92	38,849.48
3133X72S2	AGCY BULET	FHLB 5.375 05/15/19	0.00	65,395.83	161,250.00	(137,062.50)	41,208.33	(37,171.50)	28,224.33
3133EJLU1	AGCY BULET	FFCB 2.420 01/24/20	0.00	21,813.61	0.00	(2,957.78)	24,771.39	867.46	22,681.07
Total for Passthrough Toll Reimb			100,716.98	196,112.62	353,494.29	(168,020.28)	111,355.59	34,128.85	230,241.47
Pearson Place Construction Fund									
Total for Pearson Place Construction Fund			0.00	0.00	0.00	0.00	0.00	0.00	0.00

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
Pearson Place Debt Service Fund									
LOGIC	LGIP	LOGIC	0.00	5,869.83	5,869.83	0.00	0.00	0.00	5,869.83
Total for Pearson Place Debt Service Fund			**0.00**	**5,869.83**	**5,869.83**	**0.00**	**0.00**	**0.00**	**5,869.83**
Pooled Funds									
TEXPOOL	LGIP	TexPool	0.00	33,351.67	33,351.67	0.00	0.00	0.00	33,351.67
TEXPRIME	LGIP	TexPool Prime	0.00	56,731.78	56,731.78	0.00	0.00	0.00	56,731.78
Total for Pooled Funds			**0.00**	**90,083.45**	**90,083.45**	**0.00**	**0.00**	**0.00**	**90,083.45**
PTT I-35									
Total for PTT I-35			**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Road and Bridge General									
TEXPOOL	LGIP	TexPool	0.00	107.77	107.77	0.00	0.00	0.00	107.77
TEXPRIME	LGIP	TexPool Prime	0.00	60,051.51	60,051.51	0.00	0.00	0.00	60,051.51
3135G0WJ8	AGCY BULET	FNMA 0.875 05/21/18	9,479.17	3,645.83	13,125.00	0.00	0.00	1,472.82	5,118.65
742651DS8	AGCY BULET	PEFCO 1.875 07/15/18	19,791.67	23,437.50	0.00	0.00	43,229.17	(7,159.60)	16,277.90
89233HL93	CP - DISC	Toyota Mtr Cr 0.000 11/09/18	0.00	0.00	0.00	0.00	0.00	15,621.66	15,621.66
3133EJAU3	AGCY BULET	FFCB 1.920 04/29/19	9,920.00	14,400.00	14,400.00	0.00	9,920.00	674.46	15,074.46
3135G0G23	AGCY CALL	FNMA 1.300 04/29/19	10,977.78	6,500.00	13,000.00	0.00	4,477.78	3,519.22	10,019.22
912828R44	TREAS NOTE	U.S. Treasury 0.875 05/15/19	0.00	2,710.60	0.00	(641.98)	3,352.58	4,501.39	7,211.99
Total for Road and Bridge General			**50,168.62**	**110,853.21**	**100,684.28**	**(641.98)**	**60,979.53**	**18,629.95**	**129,483.16**

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
Tobacco Funds									
TEXPRIME	LGIP	TexPool Prime	0.00	6,334.28	6,334.28	0.00	0.00	0.00	6,334.28
313379DT3	AGCY BULET	FHLB 1.250 06/08/18	7,847.22	4,652.78	12,500.00	0.00	0.00	(128.46)	4,524.32
89233HM35	CP - DISC	Toyota Mtr Cr 0.000 12/03/18	0.00	0.00	0.00	0.00	0.00	1,580.00	1,580.00
313380FB8	AGCY BULET	FHLB 1.375 09/13/19	0.00	1,756.94	0.00	(6,493.06)	8,250.00	1,330.32	3,087.26
Total for Tobacco Funds			7,847.22	12,744.00	18,834.28	(6,493.06)	8,250.00	2,781.86	15,525.86
Unlimited Tax Road Bonds - Series 2007									
TEXPRIME	LGIP	TexPool Prime	0.00	20,498.30	20,498.30	0.00	0.00	0.00	20,498.30
Total for Unlimited Tax Road Bonds - Series 2007			0.00	20,498.30	20,498.30	0.00	0.00	0.00	20,498.30
Total for Williamson County			912,774.56	1,909,478.65	2,488,969.59	(402,112.90)	735,396.52	682,417.01	2,591,895.66

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
2013 Park Bond															
Maturities															
05/03/18	05/03/18	48306BE35	CP - DISC	Kaiser Foundation Hospital		05/03/18		5,000,000.00	100.000	5,000,000.00	0.00	5,000,000.00		1.490	
Total for: Maturities								5,000,000.00		5,000,000.00	0.00	5,000,000.00		1.490	
2013 Road Bond															
Maturities															
04/04/18	04/04/18	3133EG3A1	AGCY BULET	FFCB	1.040	04/04/18		9,000,000.00	100.000	9,000,000.00	0.00	9,000,000.00		0.990	
04/09/18	04/09/18	92181PD90	CP - DISC	Vanderbilt Univ		04/09/18		7,000,000.00	100.000	7,000,000.00	0.00	7,000,000.00		1.432	
04/30/18	04/30/18	912828QG8	TREAS NOTE	U.S. Treasury	2.625	04/30/18		7,000,000.00	100.000	7,000,000.00	0.00	7,000,000.00		1.121	
05/14/18	05/14/18	36164KEE7	CP - DISC	GE Capital Treasury		05/14/18		4,000,000.00	100.000	4,000,000.00	0.00	4,000,000.00		1.415	
05/29/18	05/29/18	46640QEV9	CP - DISC	J.P.Morgan Sec		05/29/18		5,000,000.00	100.000	5,000,000.00	0.00	5,000,000.00		1.558	
06/08/18	06/08/18	313379DT3	AGCY BULET	FHLB	1.250	06/08/18		9,000,000.00	100.000	9,000,000.00	0.00	9,000,000.00		1.020	
Total for: Maturities								41,000,000.00		41,000,000.00	0.00	41,000,000.00		1.205	
Purchases															
04/10/18	04/11/18	3130A02T6	AGCY BULET	FHLB	2.375	09/13/19		5,500,000.00	100.099	5,505,445.00	10,159.72	5,515,604.72		2.303	2.303
04/10/18	04/11/18	3130ADXU1	AGCY BULET	FHLB	2.320	01/09/20		7,500,000.00	99.929	7,494,675.00	966.67	7,495,641.67		2.363	2.363
Total for: Purchases								13,000,000.00		13,000,120.00	11,126.39	13,011,246.39		2.338	2.338
Income Payments															
04/04/18	04/04/18	3133EG3A1	AGCY BULET	FFCB	1.040	04/04/18				0.00	46,800.00	46,800.00			
04/30/18	04/30/18	912828QG8	TREAS NOTE	U.S. Treasury	2.625	04/30/18				0.00	91,875.00	91,875.00			
06/04/18	06/04/18	3130ACYC2	AGCY BULET	FHLB	1.625	12/04/18				0.00	162,500.00	162,500.00			
06/08/18	06/08/18	313379DT3	AGCY BULET	FHLB	1.250	06/08/18				0.00	56,250.00	56,250.00			
06/28/18	06/28/18	3130ABKQ8	AGCY CALL	FHLB	1.500	06/28/19				0.00	147,562.50	147,562.50			
Total for: Income Payments										0.00	504,987.50	504,987.50			

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
2015 CO Bonds															
Maturities															
04/04/18	04/04/18	3133EG3A1	AGCY BULET	FFCB	1.040	04/04/18		6,000,000.00	100.000	6,000,000.00	0.00	6,000,000.00		0.990	
05/21/18	05/21/18	3135G0WJ8	AGCY BULET	FNMA	0.875	05/21/18		3,000,000.00	100.000	3,000,000.00	0.00	3,000,000.00		1.231	
Total for: Maturities								**9,000,000.00**		**9,000,000.00**	**0.00**	**9,000,000.00**		**1.070**	
Income Payments															
04/04/18	04/04/18	3133EG3A1	AGCY BULET	FFCB	1.040	04/04/18				0.00	31,200.00	31,200.00			
05/21/18	05/21/18	3135G0WJ8	AGCY BULET	FNMA	0.875	05/21/18				0.00	13,125.00	13,125.00			
Total for: Income Payments										**0.00**	**44,325.00**	**44,325.00**			
Future Environmental Liability															
Income Payments															
04/30/18	04/30/18	912828WD8	TREAS NOTE	U.S. Treasury	1.250	10/31/18				0.00	9,531.25	9,531.25			
Total for: Income Payments										**0.00**	**9,531.25**	**9,531.25**			

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
General Fund - Core Investments															
Maturities															
05/11/18	05/11/18	3134G9JD0	AGCY CALL	FHLMC	1.000	05/11/18		5,000,000.00	100.000	5,000,000.00	0.00	5,000,000.00		1.000	
05/11/18	05/11/18	74081KEB4	CP - DISC	Harvard Univ		05/11/18		7,000,000.00	100.000	7,000,000.00	0.00	7,000,000.00		1.671	
06/05/18	06/05/18	92181PF56	CP - DISC	Vanderbilt Univ		06/05/18		7,000,000.00	100.000	7,000,000.00	0.00	7,000,000.00		2.057	
06/07/18	06/07/18	66844DF72	CP - DISC	Northwestern Univ		06/07/18		5,500,000.00	100.000	5,500,000.00	0.00	5,500,000.00		1.741	
06/29/18	06/29/18	46640QFV8	CP - DISC	J.P.Morgan Sec		06/29/18		3,000,000.00	100.000	3,000,000.00	0.00	3,000,000.00		1.640	
Total for: Maturities								**27,500,000.00**		**27,500,000.00**	**0.00**	**27,500,000.00**		**1.658**	
Purchases															
04/09/18	04/10/18	92181PF56	CP - DISC	Vanderbilt Univ		06/05/18		7,000,000.00	99.681	6,977,677.78	0.00	6,977,677.78		2.057	2.057
05/10/18	05/11/18	880591EV0	AGCY BULET	TVA	2.250	03/15/20		5,000,000.00	99.411	4,970,550.00	19,687.50	4,990,237.50		2.578	2.578
05/15/18	05/16/18	3130A8Y72	AGCY BULET	FHLB	0.875	08/05/19		5,675,000.00	98.092	5,566,721.00	13,931.34	5,580,652.34		2.472	2.472
06/07/18	06/08/18	89233HK52	CP - DISC	Toyota Mtr Cr		10/05/18		7,000,000.00	99.233	6,946,317.78	0.00	6,946,317.78		2.338	2.338
06/11/18	06/12/18	3133EJRD3	AGCY BULET	FFCB	2.390	12/05/19		5,500,000.00	99.840	5,491,200.00	2,555.97	5,493,755.97		2.501	2.501
06/27/18	06/29/18	46640QQN4	CP - DISC	J.P.Morgan Sec		03/22/19		5,000,000.00	98.094	4,904,683.33	0.00	4,904,683.33		2.630	2.630
Total for: Purchases								**35,175,000.00**		**34,857,149.89**	**36,174.81**	**34,893,324.70**		**2.405**	**2.405**
Income Payments															
04/24/18	04/24/18	3133EGZK4	AGCY CALL	FFCB	1.070	04/24/19				0.00	37,450.00	37,450.00			
04/30/18	04/29/18	3133EFLY1	AGCY BULET	FFCB	0.930	10/29/18				0.00	23,250.00	23,250.00			
04/30/18	04/30/18	3136G1KL2	AGCY CALL	FNMA	1.150	10/30/18				0.00	40,250.00	40,250.00			
05/09/18	05/09/18	3135G0T86	AGCY CALL	FNMA	1.950	11/09/20				0.00	48,750.00	48,750.00			
05/11/18	05/11/18	3134G9JD0	AGCY CALL	FHLMC	1.000	05/11/18				0.00	25,000.00	25,000.00			
06/14/18	06/14/18	313379EE5	AGCY BULET	FHLB	1.625	06/14/19				0.00	40,625.00	40,625.00			
Total for: Income Payments										**0.00**	**215,325.00**	**215,325.00**			
TSFR IN															
04/01/18	04/01/18	313379EE5	AGCY BULET	FHLB	1.625	06/14/19		5,000,000.00	99.334	4,966,695.00	24,149.31	4,990,844.31		2.188	
04/01/18	04/01/18	3133EFLY1	AGCY BULET	FFCB	0.930	10/29/18		5,000,000.00	99.445	4,972,270.00	19,633.33	4,991,903.33		1.899	
04/01/18	04/01/18	742651DG4	AGCY BULET	PEFCO	4.375	03/15/19		2,000,000.00	101.886	2,037,718.00	3,888.89	2,041,606.89		2.366	
04/01/18	04/01/18	742651DS8	AGCY BULET	PEFCO	1.875	07/15/18		1,800,000.00	99.997	1,799,944.20	7,125.00	1,807,069.20		1.878	

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
General Fund - Core Investments															
TSFR IN															
04/01/18	04/01/18	3133EGZK4	AGCY CALL	FFCB	1.070	04/24/19		7,000,000.00	98.712	6,909,861.00	32,664.72	6,942,525.72		2.302	
04/01/18	04/01/18	3134G9JD0	AGCY CALL	FHLMC	1.000	05/11/18		5,000,000.00	99.913	4,995,660.00	19,444.44	5,015,104.44		1.776	
04/01/18	04/01/18	3134G9NM5	AGCY CALL	FHLMC	1.150	09/28/18		5,500,000.00	99.603	5,478,143.00	527.08	5,478,670.08		1.966	
04/01/18	04/01/18	3135G0T86	AGCY CALL	FNMA	1.950	11/09/20	08/09/18	5,000,000.00	98.603	4,930,130.00	38,458.33	4,968,588.33		2.507	
04/01/18	04/01/18	3136G1KL2	AGCY CALL	FNMA	1.150	10/30/18	07/30/18	7,000,000.00	99.485	6,963,964.00	33,765.28	6,997,729.28		2.046	
04/01/18	04/01/18	23542JBD6	MUNICIPAL	Dallas Wtrwks & Swr	0.985	10/01/18		5,000,000.00	99.460	4,973,000.00	0.00	4,973,000.00		2.076	
04/01/18	04/01/18	46640QFV8	CP - DISC	J.P.Morgan Sec		06/29/18		3,000,000.00	99.394	2,981,823.00	0.00	2,981,823.00		2.466	
04/01/18	04/01/18	66844DF72	CP - DISC	Northwestern Univ		06/07/18		5,500,000.00	99.615	5,478,808.50	0.00	5,478,808.50		2.078	
04/01/18	04/01/18	74081KEB4	CP - DISC	Harvard Univ		05/11/18		7,000,000.00	99.773	6,984,096.00	0.00	6,984,096.00		2.049	
Total for: TSFR IN								63,800,000.00		63,472,112.70	179,656.38	63,651,769.08		2.112	

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
General Fund - Liquid Investments															
Maturities															
04/01/18	04/01/18	8827234A4	MUNICIPAL	TX Trans Comm Hwy Impt G	5.000	04/01/18		2,000,000.00	100.000	2,000,000.00	0.00	2,000,000.00		0.882	
04/23/18	04/23/18	4497W1DP8	CP - DISC	ING Funding		04/23/18		7,000,000.00	100.000	7,000,000.00	0.00	7,000,000.00		1.670	
05/03/18	05/03/18	48306BE35	CP - DISC	Kaiser Foundation Hospital		05/03/18		7,000,000.00	100.000	7,000,000.00	0.00	7,000,000.00		1.490	
06/04/18	06/04/18	89233HF41	CP - DISC	Toyota Mtr Cr		06/04/18		7,000,000.00	100.000	7,000,000.00	0.00	7,000,000.00		1.693	
06/08/18	06/08/18	313379DT3	AGCY BULET	FHLB	1.250	06/08/18		7,000,000.00	100.000	7,000,000.00	0.00	7,000,000.00		1.274	
06/28/18	06/28/18	89233HFU3	CP - DISC	Toyota Mtr Cr		06/28/18		9,000,000.00	100.000	9,000,000.00	0.00	9,000,000.00		2.292	
Total for: Maturities								39,000,000.00		39,000,000.00	0.00	39,000,000.00		1.674	
Purchases															
04/02/18	04/03/18	89233HFU3	CP - DISC	Toyota Mtr Cr		06/28/18		9,000,000.00	99.455	8,950,980.00	0.00	8,950,980.00		2.292	2.292
04/04/18	04/05/18	36960MHD8	CP - DISC	GE Co		08/13/18		5,000,000.00	99.151	4,957,569.44	0.00	4,957,569.44		2.370	2.370
05/02/18	05/03/18	48306BL86	CP - DISC	Kaiser Foundation Hospital		11/08/18		7,000,000.00	98.740	6,911,800.00	0.00	6,911,800.00		2.431	2.431
Total for: Purchases								21,000,000.00		20,820,349.44	0.00	20,820,349.44		2.357	2.357
Income Payments															
04/02/18	04/01/18	23542JBD6	MUNICIPAL	Dallas Wtrwks & Swr	0.985	10/01/18				0.00	24,625.00	24,625.00			
04/02/18	04/01/18	8827234A4	MUNICIPAL	TX Trans Comm Hwy Impt G	5.000	04/01/18				0.00	50,000.00	50,000.00			
04/24/18	04/24/18	3133EGZK4	AGCY CALL	FFCB	1.070	04/24/19				0.00	37,450.00	37,450.00			
04/24/18	04/24/18	3133EGZK4	AGCY CALL	FFCB	1.070	04/24/19				0.00	(37,450.00)	(37,450.00)			
04/29/18	04/29/18	3133EFLY1	AGCY BULET	FFCB	0.930	10/29/18				0.00	23,250.00	23,250.00			
04/29/18	04/29/18	3133EFLY1	AGCY BULET	FFCB	0.930	10/29/18				0.00	(23,250.00)	(23,250.00)			
04/30/18	04/30/18	3136G1KL2	AGCY CALL	FNMA	1.150	10/30/18				0.00	40,250.00	40,250.00			
04/30/18	04/30/18	3136G1KL2	AGCY CALL	FNMA	1.150	10/30/18				0.00	(40,250.00)	(40,250.00)			
06/08/18	06/08/18	313379DT3	AGCY BULET	FHLB	1.250	06/08/18				0.00	43,750.00	43,750.00			
Total for: Income Payments										0.00	118,375.00	118,375.00			
TSFR OUT															
04/01/18	04/01/18	313379EE5	AGCY BULET	FHLB	1.625	06/14/19		5,000,000.00	99.334	4,966,695.00	24,149.31	4,990,844.31		2.120	
04/01/18	04/01/18	3133EFLY1	AGCY BULET	FFCB	0.930	10/29/18		5,000,000.00	99.445	4,972,270.00	19,633.33	4,991,903.33		0.973	
04/01/18	04/01/18	742651DG4	AGCY BULET	PEFCO	4.375	03/15/19		2,000,000.00	101.886	2,037,718.00	3,888.89	2,041,606.89		1.424	

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
General Fund - Liquid Investments															
TSFR OUT															
04/01/18	04/01/18	742651DS8	AGCY BULET	PEFCO	1.875	07/15/18		1,800,000.00	99.997	1,799,944.20	7,125.00	1,807,069.20		1.326	
04/01/18	04/01/18	3133EGZK4	AGCY CALL	FFCB	1.070	04/24/19		7,000,000.00	98.712	6,909,861.00	32,664.72	6,942,525.72		1.135	
04/01/18	04/01/18	3134G9JD0	AGCY CALL	FHLMC	1.000	05/11/18		5,000,000.00	99.913	4,995,660.00	19,444.44	5,015,104.44		1.000	
04/01/18	04/01/18	3134G9NM5	AGCY CALL	FHLMC	1.150	09/28/18		5,500,000.00	99.603	5,478,143.00	527.08	5,478,670.08		1.150	
04/01/18	04/01/18	3135G0T86	AGCY CALL	FNMA	1.950	11/09/20	08/09/18	5,000,000.00	98.603	4,930,130.00	38,458.33	4,968,588.33		1.974	
04/01/18	04/01/18	3136G1KL2	AGCY CALL	FNMA	1.150	10/30/18	07/30/18	7,000,000.00	99.485	6,963,964.00	33,765.28	6,997,729.28		1.327	
04/01/18	04/01/18	23542JBD6	MUNICIPAL	Dallas Wtrwks & Swr	0.985	10/01/18		5,000,000.00	99.460	4,973,000.00	0.00	4,973,000.00		0.985	
04/01/18	04/01/18	46640QFV8	CP - DISC	J.P.Morgan Sec		06/29/18		3,000,000.00	99.394	2,981,823.00	0.00	2,981,823.00		1.640	
04/01/18	04/01/18	66844DF72	CP - DISC	Northwestern Univ		06/07/18		5,500,000.00	99.615	5,478,808.50	0.00	5,478,808.50		1.741	
04/01/18	04/01/18	74081KEB4	CP - DISC	Harvard Univ		05/11/18		7,000,000.00	99.773	6,984,096.00	0.00	6,984,096.00		1.671	
Total for: TSFR OUT								63,800,000.00		63,472,112.70	179,656.38	63,651,769.08		1.415	

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
Passthrough Toll Reimb															
Maturities															
04/10/18	04/10/18	313313VJ4	AGCY DISCO	FFCB		04/10/18		8,000,000.00	100.000	8,000,000.00	0.00	8,000,000.00		1.212	
04/18/18	04/18/18	3133EF3B1	AGCY BULET	FFCB	0.750	04/18/18		6,155,000.00	100.000	6,155,000.00	0.00	6,155,000.00		1.123	
04/25/18	04/25/18	3130A4GJ5	AGCY BULET	FHLB	1.125	04/25/18		4,800,000.00	100.000	4,800,000.00	0.00	4,800,000.00		1.163	
Total for: Maturities								18,955,000.00		18,955,000.00	0.00	18,955,000.00		1.171	
Purchases															
04/10/18	04/11/18	3133EJBZ1	AGCY BULET	FFCB	2.000	05/08/19		8,000,000.00	99.799	7,983,920.00	28,000.00	8,011,920.00		2.190	2.190
04/17/18	04/18/18	3133X72S2	AGCY BULET	FHLB	5.375	05/15/19		6,000,000.00	103.316	6,198,960.00	137,062.50	6,336,022.50		2.234	2.234
05/01/18	05/02/18	3133EJLU1	AGCY BULET	FFCB	2.420	01/24/20		5,500,000.00	99.820	5,490,100.00	2,957.78	5,493,057.78		2.528	2.528
Total for: Purchases								19,500,000.00		19,672,980.00	168,020.28	19,841,000.28		2.299	2.299
Income Payments															
04/02/18	04/01/18	3130A9AE1	AGCY BULET	FHLB	0.875	10/01/18				0.00	37,690.63	37,690.63			
04/18/18	04/18/18	3133EF3B1	AGCY BULET	FFCB	0.750	04/18/18				0.00	23,081.25	23,081.25			
04/25/18	04/25/18	3130A4GJ5	AGCY BULET	FHLB	1.125	04/25/18				0.00	27,000.00	27,000.00			
05/08/18	05/08/18	3133EJBZ1	AGCY BULET	FFCB	2.000	05/08/19				0.00	40,000.00	40,000.00			
05/15/18	05/15/18	3133X72S2	AGCY BULET	FHLB	5.375	05/15/19				0.00	161,250.00	161,250.00			
06/14/18	06/14/18	313376BR5	AGCY BULET	FHLB	1.750	12/14/18				0.00	31,500.00	31,500.00			
Total for: Income Payments										0.00	320,521.88	320,521.88			

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
Road and Bridge General															
Maturities															
05/21/18	05/21/18	3135G0WJ8	AGCY BULET	FNMA	0.875	05/21/18		3,000,000.00	100.000	3,000,000.00	0.00	3,000,000.00		1.231	
Total for: Maturities								3,000,000.00		3,000,000.00	0.00	3,000,000.00		1.231	
Purchases															
05/23/18	05/24/18	912828R44	TREAS NOTE	U.S. Treasury	0.875	05/15/19		3,000,000.00	98.574	2,957,226.56	641.98	2,957,868.54		2.362	2.362
Total for: Purchases								3,000,000.00		2,957,226.56	641.98	2,957,868.54		2.362	2.362
Income Payments															
04/29/18	04/29/18	3133EJAU3	AGCY BULET	FFCB	1.920	04/29/19				0.00	14,400.00	14,400.00			
04/29/18	04/29/18	3135G0G23	AGCY CALL	FNMA	1.300	04/29/19				0.00	13,000.00	13,000.00			
05/21/18	05/21/18	3135G0WJ8	AGCY BULET	FNMA	0.875	05/21/18				0.00	13,125.00	13,125.00			
Total for: Income Payments										0.00	40,525.00	40,525.00			
Tobacco Funds															
Maturities															
06/08/18	06/08/18	313379DT3	AGCY BULET	FHLB	1.250	06/08/18		2,000,000.00	100.000	2,000,000.00	0.00	2,000,000.00		1.215	
Total for: Maturities								2,000,000.00		2,000,000.00	0.00	2,000,000.00		1.215	
Purchases															
06/06/18	06/08/18	313380FB8	AGCY BULET	FHLB	1.375	09/13/19		2,000,000.00	98.672	1,973,440.00	6,493.06	1,979,933.06		2.448	2.448
06/06/18	06/07/18	89233HM35	CP - DISC	Toyota Mtr Cr		12/03/18		1,000,000.00	98.822	988,215.83	0.00	988,215.83		2.398	2.398
Total for: Purchases								3,000,000.00		2,961,655.83	6,493.06	2,968,148.89		2.431	2.431
Income Payments															
06/08/18	06/08/18	313379DT3	AGCY BULET	FHLB	1.250	06/08/18				0.00	12,500.00	12,500.00			
Total for: Income Payments										0.00	12,500.00	12,500.00			

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW

Total for All Portfolios

Transaction Type	Quantity	Total Amount	Realized G/L	YTM	YTW
Total Maturities	145,455,000.00	145,455,000.00		1.414	
Total Purchases	94,675,000.00	94,491,938.24		2.363	2.363
Total Income Payments	0.00	1,266,090.63			
Total TSFR IN	63,800,000.00	63,651,769.08		2.112	
Total TSFR OUT	63,800,000.00	63,651,769.08		1.415	

FirstSouthwest
AssetManagement
A Hilltop Holdings Company.

Williamson County
Amortization and Accretion
From 03/31/2018 to 06/30/2018

CUSIP	Settle Date	Security Type	Security Description	Next Call Date	Purchase Qty	Orig Price	Original Cost	Amrt/Accr for Period	Total Amrt/Accr Since Purch	Remaining Disc / Prem	Book Value
2013 Park Bond											
48306BE35	11/15/17	CP - DISC	Kaiser Foundation Hospital 0.000 05/03/18		0.00	99.305	0.00	6,577.80	0.00	0.00	0.00
46640QKW0	02/05/18	CP - DISC	J.P.Morgan Sec 0.000 10/30/18		5,000,000.00	98.428	4,921,383.33	26,794.40	42,988.87	35,627.80	4,964,372.20
912828V56	02/05/18	TREAS NOTE	U.S. Treasury 1.125 01/31/19		4,000,000.00	99.203	3,968,125.00	8,086.44	12,973.88	18,901.12	3,981,098.88
Total for 2013 Park Bond					**9,000,000.00**		**8,889,508.33**	**41,458.64**	**55,962.75**	**54,528.92**	**8,945,471.08**
2013 Road Bond											
3133EG3A1	01/31/17	AGCY BULET	FFCB 1.040 04/04/18		0.00	100.058	0.00	(37.26)	0.00	0.00	0.00
92181PD90	09/01/17	CP - DISC	Vanderbilt Univ 0.000 04/09/18		0.00	99.132	0.00	2,208.92	0.00	0.00	0.00
912828QG8	04/27/17	TREAS NOTE	U.S. Treasury 2.625 04/30/18		0.00	101.504	0.00	(8,388.31)	0.00	0.00	0.00
36164KEE7	08/22/17	CP - DISC	GE Capital Treasury 0.000 05/14/18		0.00	98.969	0.00	6,688.88	0.00	0.00	0.00
46640QEV9	09/01/17	CP - DISC	J.P.Morgan Sec 0.000 05/29/18		0.00	98.845	0.00	12,405.55	0.00	0.00	0.00
313379DT3	02/13/17	AGCY BULET	FHLB 1.250 06/08/18		0.00	100.300	0.00	(3,828.96)	0.00	0.00	0.00
46640QGL9	10/26/17	CP - DISC	J.P.Morgan Sec 0.000 07/20/18		2,000,000.00	98.754	1,975,080.00	8,493.32	23,146.66	1,773.34	1,998,226.66
912828QY9	07/07/17	TREAS NOTE	U.S. Treasury 2.250 07/31/18		5,000,000.00	101.000	5,050,000.00	(11,835.85)	(46,098.05)	(3,901.95)	5,003,901.95
46640QHX2	12/08/17	CP - DISC	J.P.Morgan Sec 0.000 08/31/18		4,700,000.00	98.633	4,635,753.61	21,979.04	49,513.21	14,733.18	4,685,266.82
3130ACYC2	12/08/17	AGCY BULET	FHLB 1.625 12/04/18		20,000,000.00	99.910	19,982,000.00	4,544.20	10,238.20	7,761.80	19,992,238.20
912828V56	02/01/18	TREAS NOTE	U.S. Treasury 1.125 01/31/19		8,000,000.00	99.199	7,935,937.50	16,071.12	26,490.82	37,571.68	7,962,428.32
3133EHP23	12/08/17	AGCY BULET	FFCB 1.500 02/06/19		5,000,000.00	99.716	4,985,800.00	3,052.00	6,855.80	7,344.20	4,992,655.80
3133782M2	12/08/17	AGCY BULET	FHLB 1.500 03/08/19		16,000,000.00	99.621	15,942,600.00	11,597.12	25,363.70	32,036.30	15,967,963.70
3130ABKQ8	12/18/17	AGCY CALL	FHLB 1.500 06/28/19	09/28/18	19,675,000.00	99.427	19,562,262.25	18,280.04	39,220.34	73,517.41	19,601,482.59
3130A02T6	04/11/18	AGCY BULET	FHLB 2.375 09/13/19		5,500,000.00	100.099	5,505,445.00	(822.80)	(822.80)	(4,622.20)	5,504,622.20
3130ADXU1	04/11/18	AGCY BULET	FHLB 2.320 01/09/20		7,500,000.00	99.929	7,494,675.00	571.28	571.28	4,753.72	7,495,246.28
Total for 2013 Road Bond					**93,375,000.00**		**93,069,553.36**	**80,978.29**	**134,479.16**	**170,967.48**	**93,204,032.52**

CUSIP	Settle Date	Security Type	Security Description	Next Call Date	Purchase Qty	Orig Price	Original Cost	Amrt/Accr for Period	Total Amrt/Accr Since Purch	Remaining Disc / Prem	Book Value
2015 CO Bonds											
3133EG3A1	01/31/17	AGCY BULET	FFCB 1.040 04/04/18		0.00	100.058	0.00	(24.84)	0.00	0.00	0.00
3135G0WJ8	06/12/17	AGCY BULET	FNMA 0.875 05/21/18		0.00	99.668	0.00	1,472.40	0.00	0.00	0.00
89233HJU9	01/03/18	CP - DISC	Toyota Mtr Cr 0.000 09/28/18		8,000,000.00	98.638	7,891,013.33	37,006.64	72,793.31	36,193.36	7,963,806.64
4497W1L20	02/05/18	CP - DISC	ING Funding 0.000 11/02/18		7,000,000.00	98.425	6,889,750.00	37,158.38	59,616.69	50,633.31	6,949,366.69
912828P53	02/05/18	TREAS NOTE	U.S. Treasury 0.750 02/15/19		5,000,000.00	98.766	4,938,281.25	15,033.30	24,088.80	37,629.95	4,962,370.05
Total for 2015 CO Bonds					**20,000,000.00**		**19,719,044.58**	**90,645.88**	**156,498.80**	**124,456.62**	**19,875,543.38**
Conservation Fund											
3130A8PK3	02/06/17	AGCY BULET	FHLB 0.625 08/07/18		1,500,000.00	99.325	1,489,875.00	1,693.47	9,447.62	677.38	1,499,322.62
46640QKW0	02/06/18	CP - DISC	J.P.Morgan Sec 0.000 10/30/18		1,000,000.00	98.434	984,335.56	5,358.88	8,538.88	7,125.56	992,874.44
Total for Conservation Fund					**2,500,000.00**		**2,474,210.56**	**7,052.35**	**17,986.50**	**7,802.94**	**2,492,197.06**
Cty Clerk Record Mgmt & Preservation											
912828SH4	03/01/18	TREAS NOTE	U.S. Treasury 1.375 02/28/19		500,000.00	99.293	496,464.84	872.02	1,169.09	2,366.07	497,633.93
Total for Cty Clerk Record Mgmt & Preservation					**500,000.00**		**496,464.84**	**872.02**	**1,169.09**	**2,366.07**	**497,633.93**
Cty Clerk Records Archive											
912828SH4	03/01/18	TREAS NOTE	U.S. Treasury 1.375 02/28/19		500,000.00	99.293	496,464.84	872.02	1,169.09	2,366.07	497,633.93
Total for Cty Clerk Records Archive					**500,000.00**		**496,464.84**	**872.02**	**1,169.09**	**2,366.07**	**497,633.93**
Future Environmental Liability											
912828WD8	12/01/17	TREAS NOTE	U.S. Treasury 1.250 10/31/18		1,525,000.00	99.648	1,519,638.67	1,458.57	3,412.90	1,948.43	1,523,051.57
Total for Future Environmental Liability					**1,525,000.00**		**1,519,638.67**	**1,458.57**	**3,412.90**	**1,948.43**	**1,523,051.57**

CUSIP	Settle Date	Security Type	Security Description	Next Call Date	Purchase Qty	Orig Price	Original Cost	Amrt/Accr for Period	Total Amrt/Accr Since Purch	Remaining Disc / Prem	Book Value
General Fund - Core Investments											
3134G9JD0	04/01/18	AGCY CALL	FHLMC 1.000 05/11/18		0.00	100.000	0.00	0.00	0.00	0.00	0.00
74081KEB4	04/01/18	CP - DISC	Harvard Univ 0.000 05/11/18		0.00	99.345	0.00	12,911.08	0.00	0.00	0.00
92181PF56	04/10/18	CP - DISC	Vanderbilt Univ 0.000 06/05/18		0.00	99.681	0.00	22,322.22	0.00	0.00	0.00
66844DF72	04/01/18	CP - DISC	Northwestern Univ 0.000 06/07/18		0.00	99.395	0.00	17,708.46	0.00	0.00	0.00
46640QFV8	04/01/18	CP - DISC	J.P.Morgan Sec 0.000 06/29/18		0.00	98.790	0.00	12,015.00	0.00	0.00	0.00
742651DS8	06/28/17	AGCY BULET	PEFCO 1.875 07/15/18		1,800,000.00	100.569	1,810,236.60	(2,453.74)	(9,854.91)	(381.69)	1,800,381.69
3134G9NM5	06/28/16	AGCY CALL	FHLMC 1.150 09/28/18		5,500,000.00	100.000	5,500,000.00	0.00	0.00	0.00	5,500,000.00
23542JBD6	07/07/16	MUNICIPAL	Dallas Wtrwks & Swr 0.985 10/01/18		5,000,000.00	100.000	5,000,000.00	0.00	0.00	0.00	5,000,000.00
89233HK52	06/08/18	CP - DISC	Toyota Mtr Cr 0.000 10/05/18		7,000,000.00	99.233	6,946,317.78	10,375.53	10,375.53	43,306.69	6,956,693.31
3133EFLY1	10/29/15	AGCY BULET	FFCB 0.930 10/29/18		5,000,000.00	99.874	4,993,680.00	532.30	5,621.10	698.90	4,999,301.10
3136G1KL2	05/25/17	AGCY CALL	FNMA 1.150 10/30/18	07/30/18	7,000,000.00	99.750	6,982,500.00	3,067.75	13,435.10	4,064.90	6,995,935.10
742651DG4	02/17/17	AGCY BULET	PEFCO 4.375 03/15/19		2,000,000.00	106.019	2,120,380.00	(14,545.70)	(79,121.62)	(41,258.38)	2,041,258.38
46640QQN4	06/29/18	CP - DISC	J.P.Morgan Sec 0.000 03/22/19		5,000,000.00	98.094	4,904,683.33	716.67	716.67	94,600.00	4,905,400.00
3133EGZK4	10/31/16	AGCY CALL	FFCB 1.070 04/24/19		7,000,000.00	99.841	6,988,870.00	1,125.88	7,446.46	3,683.54	6,996,316.46
313379EE5	02/15/18	AGCY BULET	FHLB 1.625 06/14/19		5,000,000.00	99.353	4,967,650.00	6,044.80	9,132.80	23,217.20	4,976,782.80
3130A8Y72	05/16/18	AGCY BULET	FHLB 0.875 08/05/19		5,675,000.00	98.092	5,566,721.00	10,980.90	10,980.90	97,298.10	5,577,701.90
3133EJRD3	06/12/18	AGCY BULET	FFCB 2.390 12/05/19		5,500,000.00	99.840	5,491,200.00	310.97	310.97	8,489.03	5,491,510.97
880591EV0	05/11/18	AGCY BULET	TVA 2.250 03/15/20		5,000,000.00	99.411	4,970,550.00	2,206.95	2,206.95	27,243.05	4,972,756.95
3135G0T86	11/09/17	AGCY CALL	FNMA 1.950 11/09/20	08/09/18	5,000,000.00	99.930	4,996,500.00	286.20	735.15	2,764.85	4,997,235.15
Total for General Fund - Core Investments					**71,475,000.00**		**71,239,288.71**	**83,605.27**	**(28,014.90)**	**263,726.19**	**71,211,273.81**

CUSIP	Settle Date	Security Type	Security Description	Next Call Date	Purchase Qty	Orig Price	Original Cost	Amrt/Accr for Period	Total Amrt/Accr Since Purch	Remaining Disc / Prem	Book Value
General Fund - Liquid Investments											
8827234A4	11/02/16	MUNICIPAL	TX Trans Comm Hwy Impt GO 5.000 04/01/18		0.00	105.775	0.00	0.00	0.00	0.00	0.00
4497W1DP8	12/20/17	CP - DISC	ING Funding 0.000 04/23/18		0.00	99.428	0.00	7,101.08	0.00	0.00	0.00
48306BE35	11/15/17	CP - DISC	Kaiser Foundation Hospital 0.000 05/03/18		0.00	99.305	0.00	9,208.92	0.00	0.00	0.00
3134G9JD0	05/17/16	AGCY CALL	FHLMC 1.000 05/11/18		0.00	100.000	0.00	0.00	0.00	0.00	0.00
74081KEB4	12/20/17	CP - DISC	Harvard Univ 0.000 05/11/18		0.00	99.345	0.00	0.00	0.00	0.00	0.00
89233HF41	12/20/17	CP - DISC	Toyota Mtr Cr 0.000 06/04/18		0.00	99.225	0.00	20,906.69	0.00	0.00	0.00
66844DF72	02/01/18	CP - DISC	Northwestern Univ 0.000 06/07/18		0.00	99.395	0.00	0.00	0.00	0.00	0.00
313379DT3	06/16/17	AGCY BULET	FHLB 1.250 06/08/18		0.00	99.977	0.00	306.25	0.00	0.00	0.00
89233HFU3	04/03/18	CP - DISC	Toyota Mtr Cr 0.000 06/28/18		0.00	99.455	0.00	49,020.00	0.00	0.00	0.00
46640QFV8	10/03/17	CP - DISC	J.P.Morgan Sec 0.000 06/29/18		0.00	98.790	0.00	0.00	0.00	0.00	0.00
4497W1GD2	01/12/18	CP - DISC	ING Funding 0.000 07/13/18		7,000,000.00	99.070	6,934,884.44	32,557.77	60,822.25	4,293.31	6,995,706.69
742651DS8	06/28/17	AGCY BULET	PEFCO 1.875 07/15/18		0.00	100.569	0.00	0.00	0.00	0.00	0.00
4497W1GL4	01/08/18	CP - DISC	ING Funding 0.000 07/20/18		7,000,000.00	99.030	6,932,074.72	32,026.96	61,238.32	6,686.96	6,993,313.04
4497W1HA7	02/13/18	CP - DISC	ING Funding 0.000 08/10/18		7,000,000.00	99.006	6,930,431.67	35,565.88	53,935.02	15,633.31	6,984,366.69
36960MHD8	04/05/18	CP - DISC	GE Co 0.000 08/13/18		5,000,000.00	99.151	4,957,569.44	28,395.86	28,395.86	14,034.70	4,985,965.30
912828K82	12/20/17	TREAS NOTE	U.S. Treasury 1.000 08/15/18		7,000,000.00	99.605	6,972,382.81	10,602.55	22,374.19	5,243.00	6,994,757.00
36164KJA0	12/20/17	CP - DISC	GE Capital Treasury 0.000 09/10/18		7,000,000.00	98.665	6,906,573.33	32,203.92	68,300.59	25,126.08	6,974,873.92
46640QJM4	01/08/18	CP - DISC	J.P.Morgan Sec 0.000 09/21/18		7,000,000.00	98.613	6,902,933.33	34,504.12	65,974.98	31,091.69	6,968,908.31
3134G9NM5	06/28/16	AGCY CALL	FHLMC 1.150 09/28/18	06/28/18	0.00	100.000	0.00	0.00	0.00	0.00	0.00
23542JBD6	07/07/16	MUNICIPAL	Dallas Wtrwks & Swr 0.985 10/01/18		0.00	100.000	0.00	0.00	0.00	0.00	0.00
3133EFLY1	10/29/15	AGCY BULET	FFCB 0.930 10/29/18		0.00	99.874	0.00	0.00	0.00	0.00	0.00
3136G1KL2	05/25/17	AGCY CALL	FNMA 1.150 10/30/18	07/30/18	0.00	99.750	0.00	0.00	0.00	0.00	0.00
48306BL86	05/03/18	CP - DISC	Kaiser Foundation Hospital 0.000 11/08/18		7,000,000.00	98.740	6,911,800.00	27,533.31	27,533.31	60,666.69	6,939,333.31
742651DG4	02/17/17	AGCY BULET	PEFCO 4.375 03/15/19		0.00	106.019	0.00	0.00	0.00	0.00	0.00
3133EGZK4	10/31/16	AGCY CALL	FFCB 1.070 04/24/19		0.00	99.841	0.00	0.00	0.00	0.00	0.00
313379EE5	02/15/18	AGCY BULET	FHLB 1.625 06/14/19		0.00	99.353	0.00	0.00	0.00	0.00	0.00
3135G0T86	11/09/17	AGCY CALL	FNMA 1.950 11/09/20	05/09/18	0.00	99.930	0.00	0.00	0.00	0.00	0.00
Total for General Fund - Liquid Investments					**54,000,000.00**		**53,448,649.74**	**319,933.31**	**388,574.52**	**162,775.74**	**53,837,224.26**

CUSIP	Settle Date	Security Type	Security Description	Next Call Date	Purchase Qty	Orig Price	Original Cost	Amrt/Accr for Period	Total Amrt/Accr Since Purch	Remaining Disc / Prem	Book Value
Passthrough Toll Reimb											
313313VJ4	06/09/17	AGCY DISCO	FFCB 0.000 04/10/18		0.00	98.983	0.00	2,400.00	0.00	0.00	0.00
3133EF3B1	04/27/17	AGCY BULET	FFCB 0.750 04/18/18		0.00	99.639	0.00	1,078.85	0.00	0.00	0.00
3130A4GJ5	05/04/17	AGCY BULET	FHLB 1.125 04/25/18		0.00	99.963	0.00	121.54	0.00	0.00	0.00
3130A9AE1	09/08/17	AGCY BULET	FHLB 0.875 10/01/18		8,615,000.00	99.571	8,578,041.65	8,712.86	28,245.48	8,712.87	8,606,287.13
4497W1LM6	03/01/18	CP - DISC	ING Funding 0.000 11/21/18		10,000,000.00	98.307	9,830,694.44	58,138.90	77,944.46	91,361.10	9,908,638.90
313376BR5	09/22/17	AGCY BULET	FHLB 1.750 12/14/18		3,600,000.00	100.451	3,616,254.00	(3,313.18)	(10,220.00)	(6,034.00)	3,606,034.00
3133EJBZ1	04/11/18	AGCY BULET	FFCB 2.000 05/08/19		8,000,000.00	99.799	7,983,920.00	3,293.92	3,293.92	12,786.08	7,987,213.92
3133X72S2	04/18/18	AGCY BULET	FHLB 5.375 05/15/19		6,000,000.00	103.316	6,198,960.00	(37,171.50)	(37,171.50)	(161,788.50)	6,161,788.50
3133EJLU1	05/02/18	AGCY BULET	FFCB 2.420 01/24/20		5,500,000.00	99.820	5,490,100.00	867.46	867.46	9,032.54	5,490,967.46
Total for Passthrough Toll Reimb					**41,715,000.00**		**41,697,970.09**	**34,128.85**	**62,959.82**	**(45,929.91)**	**41,760,929.91**
Road and Bridge General											
3135G0WJ8	06/09/17	AGCY BULET	FNMA 0.875 05/21/18		0.00	99.665	0.00	1,472.82	0.00	0.00	0.00
742651DS8	07/25/17	AGCY BULET	PEFCO 1.875 07/15/18		5,000,000.00	100.555	5,027,750.00	(7,159.60)	(26,636.30)	(1,113.70)	5,001,113.70
89233HL93	02/12/18	CP - DISC	Toyota Mtr Cr 0.000 11/09/18		3,000,000.00	98.455	2,953,650.00	15,621.66	23,861.67	22,488.33	2,977,511.67
3133EJAU3	02/08/18	AGCY BULET	FFCB 1.920 04/29/19		3,000,000.00	99.889	2,996,658.00	674.46	1,056.54	2,285.46	2,997,714.54
3135G0G23	02/08/18	AGCY CALL	FNMA 1.300 04/29/19	07/29/18	2,000,000.00	99.134	1,982,680.00	3,519.22	5,588.56	11,731.44	1,988,268.56
912828R44	05/24/18	TREAS NOTE	U.S. Treasury 0.875 05/15/19		3,000,000.00	98.574	2,957,226.56	4,501.39	4,501.39	38,272.05	2,961,727.95
Total for Road and Bridge General					**16,000,000.00**		**15,917,964.56**	**18,629.95**	**8,371.86**	**73,663.58**	**15,926,336.42**
Tobacco Funds											
313379DT3	05/24/17	AGCY BULET	FHLB 1.250 06/08/18		0.00	100.036	0.00	(128.46)	0.00	0.00	0.00
89233HM35	06/07/18	CP - DISC	Toyota Mtr Cr 0.000 12/03/18		1,000,000.00	98.822	988,215.83	1,580.00	1,580.00	10,204.17	989,795.83
313380FB8	06/08/18	AGCY BULET	FHLB 1.375 09/13/19		2,000,000.00	98.672	1,973,440.00	1,330.32	1,330.32	25,229.68	1,974,770.32
Total for Tobacco Funds					**3,000,000.00**		**2,961,655.83**	**2,781.86**	**2,910.32**	**35,433.85**	**2,964,566.15**
Total for Williamson County					**313,590,000.00**		**311,930,414.11**	**682,417.01**	**805,479.91**	**854,105.98**	**312,735,894.02**

FirstSouthwest AssetManagement
A Hilltop Holdings Company

Williamson County

Projected Cash Flows

Cash Flows for next 180 days from 06/30/2018

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
2013 Park Bond						
912828V56	TREAS NOTE	U.S. Treasury 1.125 01/31/19	07/31/18	22,500.00	0.00	22,500.00
46640QKW0	CP - DISC	J.P.Morgan Sec 0.000 10/30/18	10/30/18	0.00	5,000,000.00	5,000,000.00
Total for 2013 Park Bond				**22,500.00**	**5,000,000.00**	**5,022,500.00**
2013 Road Bond						
3130ADXU1	AGCY BULET	FHLB 2.320 01/09/20	07/09/18	43,500.00	0.00	43,500.00
46640QGL9	CP - DISC	J.P.Morgan Sec 0.000 07/20/18	07/20/18	0.00	2,000,000.00	2,000,000.00
912828QY9	TREAS NOTE	U.S. Treasury 2.250 07/31/18	07/31/18	56,250.00	5,000,000.00	5,056,250.00
912828V56	TREAS NOTE	U.S. Treasury 1.125 01/31/19	07/31/18	45,000.00	0.00	45,000.00
3133EHP23	AGCY BULET	FFCB 1.500 02/06/19	08/06/18	37,500.00	0.00	37,500.00
46640QHX2	CP - DISC	J.P.Morgan Sec 0.000 08/31/18	08/31/18	0.00	4,700,000.00	4,700,000.00
3133782M2	AGCY BULET	FHLB 1.500 03/08/19	09/08/18	120,000.00	0.00	120,000.00
3130A02T6	AGCY BULET	FHLB 2.375 09/13/19	09/13/18	65,312.50	0.00	65,312.50
3130ACYC2	AGCY BULET	FHLB 1.625 12/04/18	12/04/18	162,500.00	20,000,000.00	20,162,500.00
Total for 2013 Road Bond				**530,062.50**	**31,700,000.00**	**32,230,062.50**
2015 CO Bonds						
912828P53	TREAS NOTE	U.S. Treasury 0.750 02/15/19	08/15/18	18,750.00	0.00	18,750.00
89233HJU9	CP - DISC	Toyota Mtr Cr 0.000 09/28/18	09/28/18	0.00	8,000,000.00	8,000,000.00
4497W1L20	CP - DISC	ING Funding 0.000 11/02/18	11/02/18	0.00	7,000,000.00	7,000,000.00
Total for 2015 CO Bonds				**18,750.00**	**15,000,000.00**	**15,018,750.00**
Conservation Fund						
3130A8PK3	AGCY BULET	FHLB 0.625 08/07/18	08/07/18	4,687.50	1,500,000.00	1,504,687.50
46640QKW0	CP - DISC	J.P.Morgan Sec 0.000 10/30/18	10/30/18	0.00	1,000,000.00	1,000,000.00
Total for Conservation Fund				**4,687.50**	**2,500,000.00**	**2,504,687.50**

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
Cty Clerk Record Mgmt & Preservation						
912828SH4	TREAS NOTE	U.S. Treasury 1.375 02/28/19	08/31/18	3,437.50	0.00	3,437.50
Total for Cty Clerk Record Mgmt & Preservation				**3,437.50**	**0.00**	**3,437.50**
Cty Clerk Records Archive						
912828SH4	TREAS NOTE	U.S. Treasury 1.375 02/28/19	08/31/18	3,437.50	0.00	3,437.50
Total for Cty Clerk Records Archive				**3,437.50**	**0.00**	**3,437.50**
Future Environmental Liability						
912828WD8	TREAS NOTE	U.S. Treasury 1.250 10/31/18	10/31/18	9,531.25	1,525,000.00	1,534,531.25
Total for Future Environmental Liability				**9,531.25**	**1,525,000.00**	**1,534,531.25**
General Fund - Core Investments						
742651DS8	AGCY BULET	PEFCO 1.875 07/15/18	07/15/18	16,875.00	1,800,000.00	1,816,875.00
3130A8Y72	AGCY BULET	FHLB 0.875 08/05/19	08/05/18	24,828.12	0.00	24,828.12
742651DG4	AGCY BULET	PEFCO 4.375 03/15/19	09/15/18	43,750.00	0.00	43,750.00
880591EV0	AGCY BULET	TVA 2.250 03/15/20	09/15/18	58,437.50	0.00	58,437.50
3134G9NM5	AGCY CALL	FHLMC 1.150 09/28/18	09/28/18	31,625.00	5,500,000.00	5,531,625.00
23542JBD6	MUNICIPAL	Dallas Wtrwks & Swr 0.985 10/01/18	10/01/18	24,625.00	5,000,000.00	5,024,625.00
89233HK52	CP - DISC	Toyota Mtr Cr 0.000 10/05/18	10/05/18	0.00	7,000,000.00	7,000,000.00
3133EGZK4	AGCY CALL	FFCB 1.070 04/24/19	10/24/18	37,450.00	0.00	37,450.00
3133EFLY1	AGCY BULET	FFCB 0.930 10/29/18	10/29/18	23,250.00	5,000,000.00	5,023,250.00
3136G1KL2	AGCY CALL	FNMA 1.150 10/30/18	10/30/18	40,250.00	7,000,000.00	7,040,250.00
3135G0T86	AGCY CALL	FNMA 1.950 11/09/20	11/09/18	48,750.00	0.00	48,750.00
3133EJRD3	AGCY BULET	FFCB 2.390 12/05/19	12/05/18	65,725.00	0.00	65,725.00
313379EE5	AGCY BULET	FHLB 1.625 06/14/19	12/14/18	40,625.00	0.00	40,625.00
Total for General Fund - Core Investments				**456,190.62**	**31,300,000.00**	**31,756,190.62**

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
General Fund - Liquid Investments						
4497W1GD2	CP - DISC	ING Funding 0.000 07/13/18	07/13/18	0.00	7,000,000.00	7,000,000.00
4497W1GL4	CP - DISC	ING Funding 0.000 07/20/18	07/20/18	0.00	7,000,000.00	7,000,000.00
4497W1HA7	CP - DISC	ING Funding 0.000 08/10/18	08/10/18	0.00	7,000,000.00	7,000,000.00
36960MHD8	CP - DISC	GE Co 0.000 08/13/18	08/13/18	0.00	5,000,000.00	5,000,000.00
912828K82	TREAS NOTE	U.S. Treasury 1.000 08/15/18	08/15/18	35,000.00	7,000,000.00	7,035,000.00
36164KJA0	CP - DISC	GE Capital Treasury 0.000 09/10/18	09/10/18	0.00	7,000,000.00	7,000,000.00
46640QJM4	CP - DISC	J.P.Morgan Sec 0.000 09/21/18	09/21/18	0.00	7,000,000.00	7,000,000.00
48306BL86	CP - DISC	Kaiser Foundation Hospital 0.000 11/08/18	11/08/18	0.00	7,000,000.00	7,000,000.00
Total for General Fund - Liquid Investments				**35,000.00**	**54,000,000.00**	**54,035,000.00**
Passthrough Toll Reimb						
3133EJLU1	AGCY BULET	FFCB 2.420 01/24/20	07/24/18	33,275.00	0.00	33,275.00
3130A9AE1	AGCY BULET	FHLB 0.875 10/01/18	10/01/18	37,690.62	8,615,000.00	8,652,690.62
3133EJBZ1	AGCY BULET	FFCB 2.000 05/08/19	11/08/18	80,000.00	0.00	80,000.00
3133X72S2	AGCY BULET	FHLB 5.375 05/15/19	11/15/18	161,250.00	0.00	161,250.00
4497W1LM6	CP - DISC	ING Funding 0.000 11/21/18	11/21/18	0.00	10,000,000.00	10,000,000.00
313376BR5	AGCY BULET	FHLB 1.750 12/14/18	12/14/18	31,500.00	3,600,000.00	3,631,500.00
Total for Passthrough Toll Reimb				**343,715.62**	**22,215,000.00**	**22,558,715.62**
Road and Bridge General						
742651DS8	AGCY BULET	PEFCO 1.875 07/15/18	07/15/18	46,875.00	5,000,000.00	5,046,875.00
3133EJAU3	AGCY BULET	FFCB 1.920 04/29/19	10/29/18	28,800.00	0.00	28,800.00
3135G0G23	AGCY CALL	FNMA 1.300 04/29/19	10/29/18	13,000.00	0.00	13,000.00
89233HL93	CP - DISC	Toyota Mtr Cr 0.000 11/09/18	11/09/18	0.00	3,000,000.00	3,000,000.00
912828R44	TREAS NOTE	U.S. Treasury 0.875 05/15/19	11/15/18	13,125.00	0.00	13,125.00
Total for Road and Bridge General				**101,800.00**	**8,000,000.00**	**8,101,800.00**

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
Tobacco Funds						
313380FB8	AGCY BULET	FHLB 1.375 09/13/19	09/13/18	13,750.00	0.00	13,750.00
89233HM35	CP - DISC	Toyota Mtr Cr 0.000 12/03/18	12/03/18	0.00	1,000,000.00	1,000,000.00
Total for Tobacco Funds				**13,750.00**	**1,000,000.00**	**1,013,750.00**

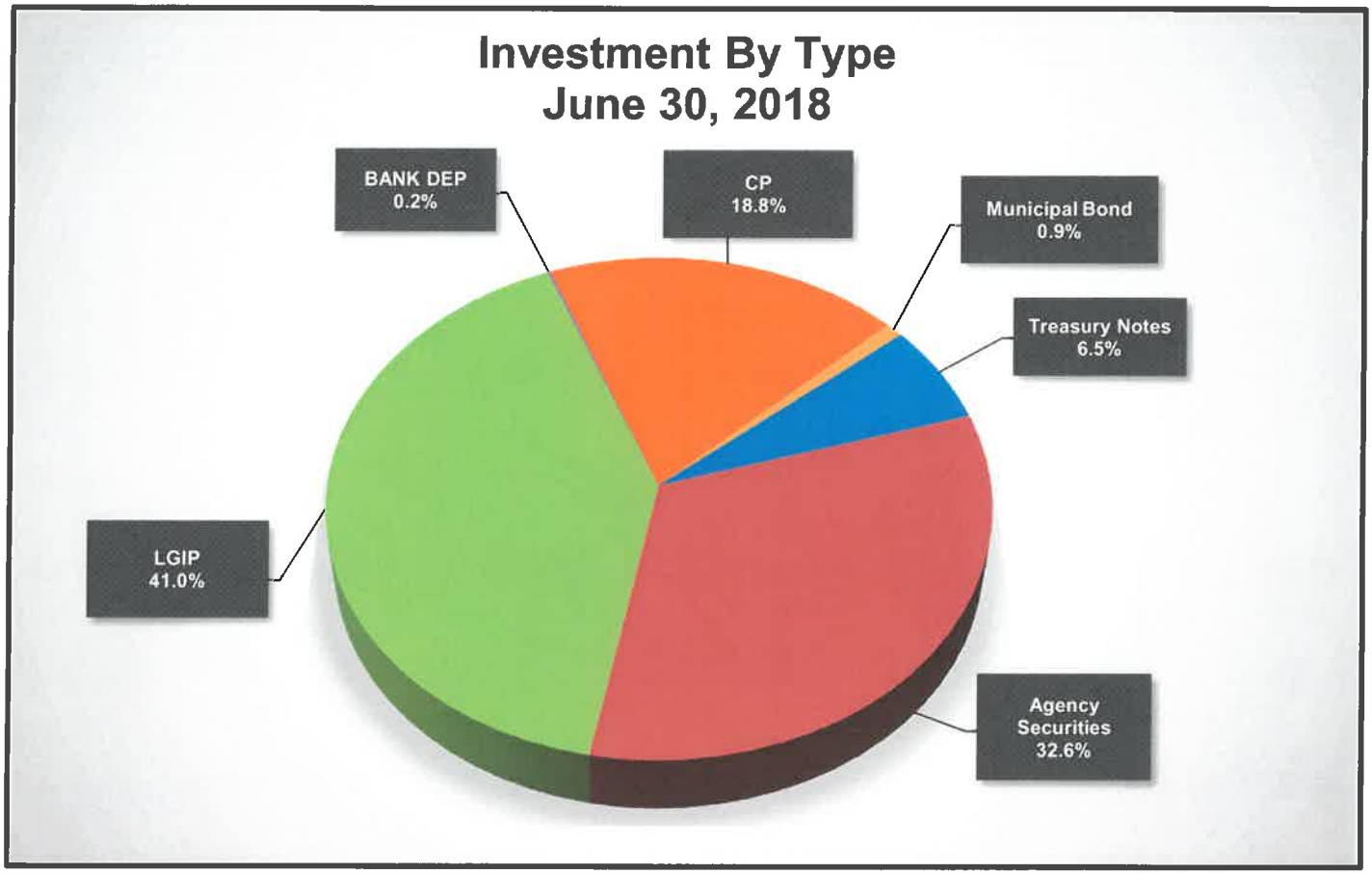
FirstSouthwest AssetManagement
A Hilltop Holdings Company

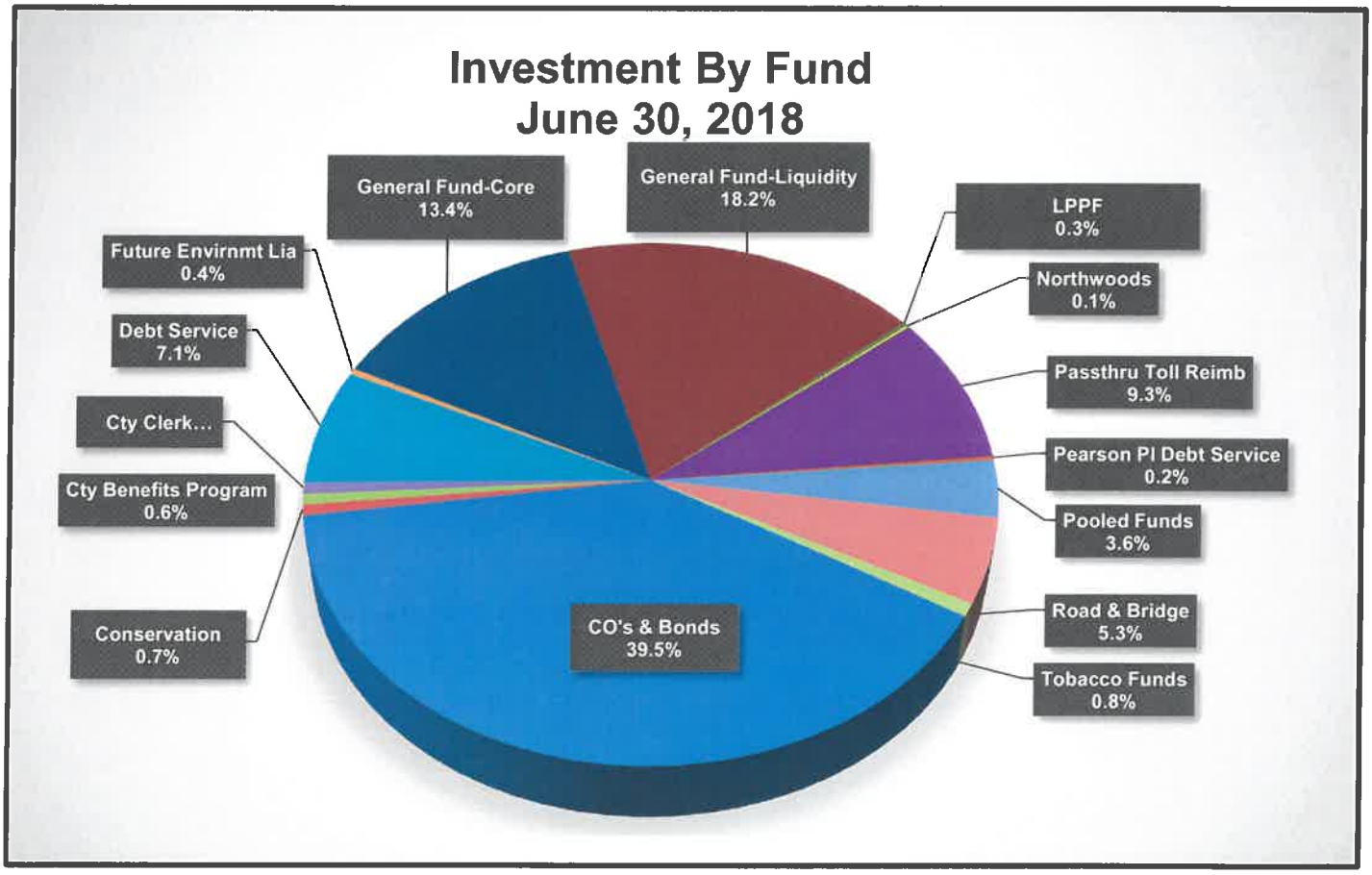
Williamson County

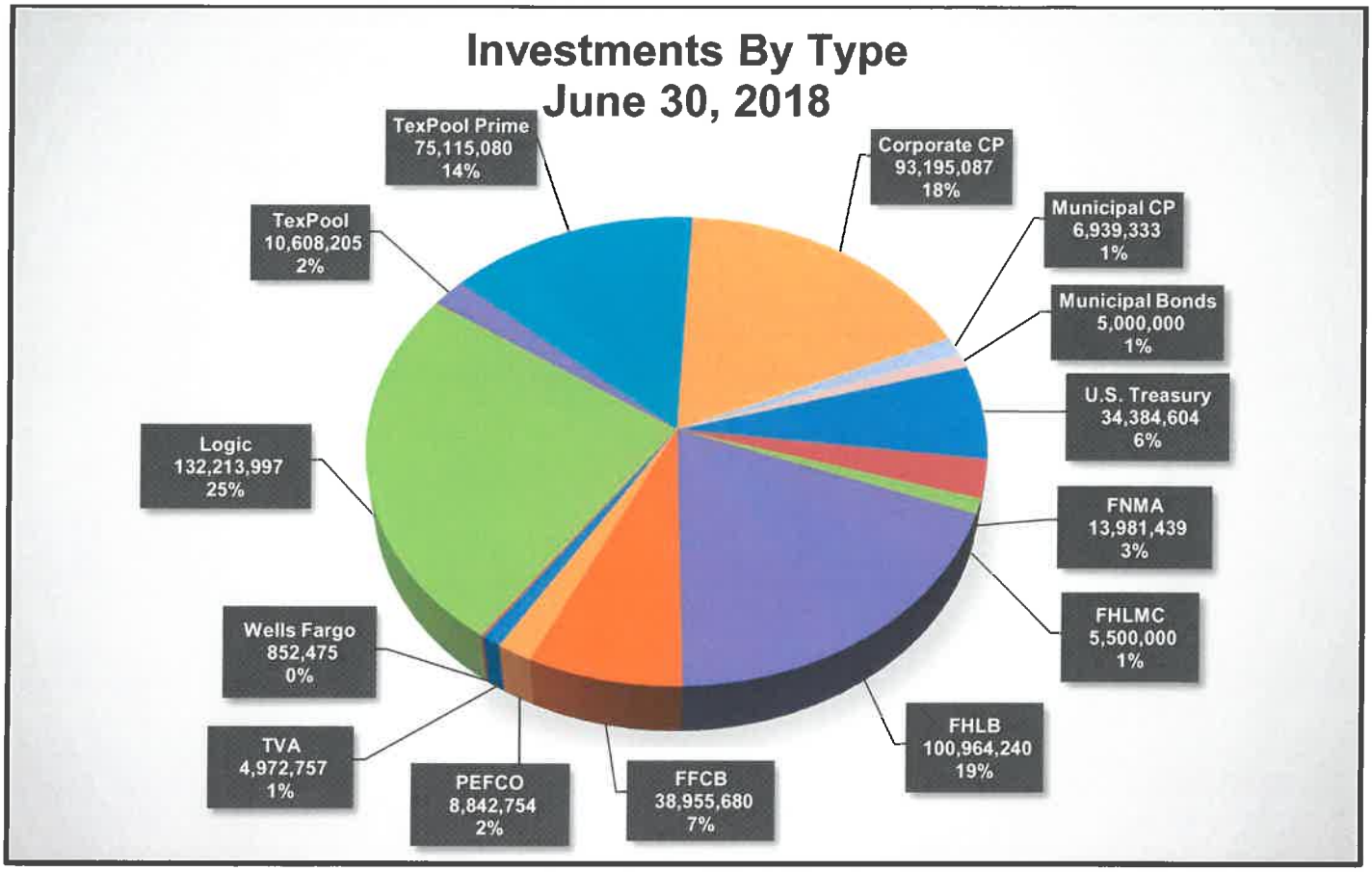
Projected Cash Flows

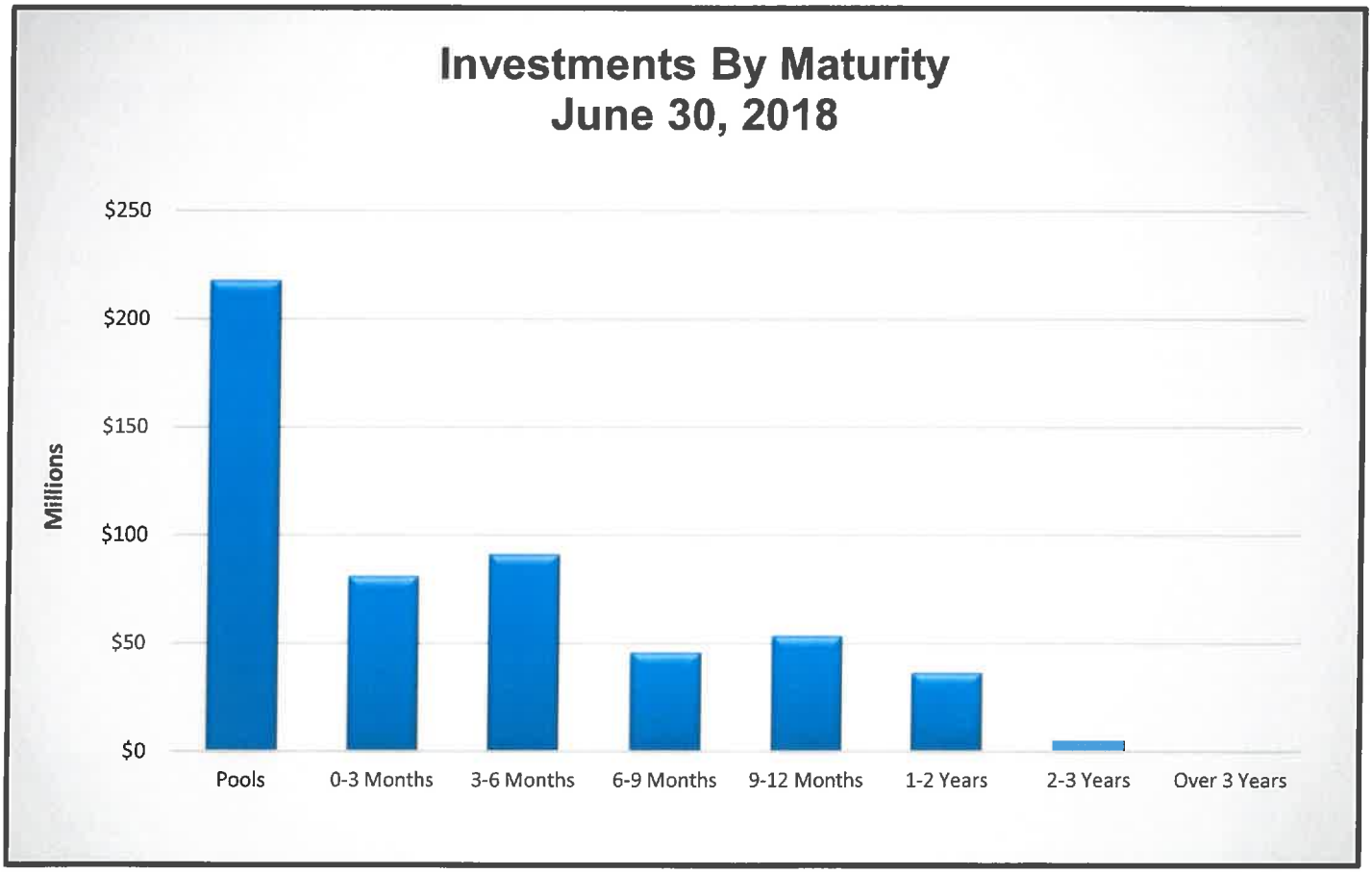
Cash Flows for next 180 days from 06/30/2018

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
Total for All Portfolios						
			July 2018	264,275.00	27,800,000.00	28,064,275.00
			August 2018	127,640.62	25,200,000.00	25,327,640.62
			September 2018	332,875.00	27,500,000.00	27,832,875.00
			October 2018	214,596.87	40,140,000.00	40,354,596.87
			November 2018	303,125.00	27,000,000.00	27,303,125.00
			December 2018	300,350.00	24,600,000.00	24,900,350.00
		Total Projected Cash Flows for Williamson County		**1,542,862.49**	**172,240,000.00**	**173,782,862.49**


Investment By Type
June 30, 2018
BANK DEP
0.2%
CP
18.8%
Municipal Bond
0.9%
Treasury Notes
6.5%
LGIP
41.0%
Agency
Securities
32.6%


Investment By Fund
June 30, 2018
General Fund-Core
13.4%
General Fund-Liquidity
18.2%
LPPF
0.3%
Future Envirnmt Lia
0.4%
Northwoods
0.1%
Debt Service
7.1%
Passthru Toll Reimb
9.3%
Cty Clerk...
Pearson PI Debt Service
0.2%
Cty Benefits Program
0.6%
Pooled Funds
3.6%
Conservation
0.7%
CO's & Bonds
39.5%
Road & Bridge
5.3%
Tobacco Funds
0.8%


Investments By Type
June 30, 2018
TexPool Prime
75,115,080
14%
Corporate CP
93,195,087
18%
Municipal CP
6,939,333
1%
Municipal Bonds
5,000,000
1%
U.S. Treasury
34,384,604
6%
FNMA
13,981,439
3%
FHLMC
5,500,000
1%
FHLB
100,964,240
19%
FFCB
38,955,680
7%
PEFCO
8,842,754
2%
TVA
4,972,757
1%
Wells Fargo
852,475
0%
Logic
132,213,997
25%
TexPool
10,608,205
2%


Investments By Maturity
June 30, 2018
Millions
$250
$200
$150
$100
$50
$0
Pools
0-3 Months
3-6 Months
6-9 Months
9-12 Months
1-2 Years
2-3 Years
Over 3 Years

Commissioners Court - Regular Session **24.**

Meeting Date: 09/04/2018

Vehicle Reimbursement Agreement with Fellowship Church for County Sheriff

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

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take any appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Fellowship Church (Traffic control and security during various church services in Round Rock)

Background

This is the annual renewal agreement that will give permission for Fellowship Church 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

Fellowship Church

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/30/2018 11:48 AM
Form Started By: Starla Hall		Started On: 08/29/2018 09:47 AM
Final Approval Date: 08/30/2018		

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 mutually understood that the NON-GOVERNMENTAL ORGANIZATION and 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 THISCOVERAGE.

4. The term of this AGREEMENT shall begin on the October 1, 2018 and shall terminate on October 31, 2019. 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: Fellowship Church

Signature: _____

Printed Name: M. Brent Kettle

Title: Vice Chairman, The Fellowship Church

Date: 8-27, 20 18

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Robert Chody

Signature of Official: _____

Date: August 28th, 20 18

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 **25.**

Meeting Date: 09/04/2018

Texas Workforce Commission

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 renewal of Information Release Contract between Texas Workforce Commission and Williamson County Constable Precinct Two.

Background

This is year three of a three year contract with the Texas Workforce Commission. This contract provides information to the Constable's Office that helps them locate individuals in order to serve papers. There are no changes in the renewal agreement.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TX Workforce Renewal

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/30/2018 09:45 AM
Form Started By: Kathy Pierce		Started On: 08/29/2018 03:56 PM
Final Approval Date: 08/30/2018		

DocuSign Envelope ID: A953E24E-F98B-4A3C-A486-F134C10CD3DF

TEXAS WORKFORCE COMMISSION

INFORMATION RELEASE CONTRACT AMENDMENT

INFORMATION RELEASE					
TWC Contract Number	**2916PEN010**	**Amendment Number**	**3**	**Effective Date**	**August 28, 2018**

Recipient	
Name	**Williamson County Constable Precinct 2**
Mailing Address	**350 Discovery Blvd., Suite 205**
City/State/Zip	**Cedar Park, TX 78613**
Telephone Number	**(512) 260-4270**

Remarks

This amendment is contingent on Recipient's acceptance of and compliance with the terms and conditions of this Information Release Amendment and any referenced attachments.

Amendment Detail

Contract Period

☒ The Contract Period is amended as follows:
Current End Date: August 31, 2018 Amended End Date: **August 31, 2019**

☐ There are **no** changes to the Contract Period pursuant to this amendment.

General Terms and Conditions

☐ The General Terms and Conditions are amended as follows:

☒ There are **no** changes to the General Terms and Conditions pursuant to this amendment.

Attachment A: Statement of Work - Project Obligations

☒ Attachment A: Statement of Work - Project Obligations is amended as follows:

- Revised Sections 3.1, added and bolded Section 3.1.4 and renumbered Sections 3.1.5 and 3.1.6 with no changes.
  Revised Section 4.1. Changes are in bold.

☐ There are **no** changes to the Statement of Work - Project Obligations pursuant to this amendment.

Contract Amount

☒ Contract amount is amended as follows:

- Increase contract amount by $1,500.00 for one year.

☐ There are **no** changes to the contract amount pursuant to this amendment.

Total Amended Contract Amount
$6,000.00

Changes to Other than the Above Categories

☐ Other: Attachments:

☒ There are **no** other changes to the document pursuant to this amendment.

DocuSign Envelope ID: A953E24E-F98B-4A3C-A486-F134C10CD3DF

Signature Authority

The person signing this contract amendment on behalf of Recipient hereby warrants that he or she has been fully authorized by the organization to:

- Execute this grant award amendment on behalf of the organization, and
- Validly and legally bind the organization to all the terms, performances, and provisions of this contract amendment.

Amendment Approval	Amendment Acceptance
Agency: **Texas Workforce Commission**	Recipient: **Williamson County Constable Precinct 2**
Lisa Richardson 8/20/2018	
Lisa Richardson Date Chief Information Officer	Dan Gattis Date County Judge

Revised Attachment A

INFORMATION RELEASE CONTRACT BETWEEN TEXAS WORKFORCE COMMISSION AND WILLIAMSON COUNTY CONSTABLE PRECINCT 2

STATEMENT OF WORK – PROJECT OBLIGATIONS

SECTION 1 – Project Abstract

1.1 Contract Purpose. The purpose of this Contract is to provide Recipient with access to confidential Agency data, to ensure that Recipient will maintain the confidentiality of the data, and to require Recipient to reimburse Agency for costs of providing access at the rates set out in this Contract.

1.2 Authorized Use of TWC Information. Subject to the security and confidentiality provisions of this Contract, Recipient is authorized to use TWC Information solely for the following purpose: to assist in criminal investigations; to assist in locating defendants, witnesses and fugitives in criminal cases; and to assist in locating persons with outstanding warrants (the "Limited Purpose"). Any other use of TWC Information by Recipient is a breach of this Contract.

1.3 References. Section references are to sections of this Attachment A unless otherwise specified.

SECTION 2 – Obligations of Agency

2.1 Online Access.

2.1.1 Description. Agency agrees to provide online "read-only" access to the following Agency mainframe computer screens:

- BN75: wage records file and
- CMES, CTCS, and BPCS: unemployment compensation claim benefit data.

2.1.2 Number of Users. Subject to Section 3.1, Agency will grant access to the screens listed in Section 2.1.1 to a maximum of ten (10) "Users," all of whom must be direct Recipient employees.

2.1.3 Availability. Online access will routinely be available Monday through Friday, 8:00 a.m. to 5:00 p.m. Central Time, excluding State holidays, although Agency does not guarantee access during these periods. Agency may terminate or limit access without notice based on business necessity or in the event of an emergency.

SECTION 3 – Obligations of Recipient

3.1 Online Access.

3.1.1 Annual Fee and Payment. Recipient shall pay Agency a one thousand five hundred dollar ($1,500.00) annual subscription fee for the online access described in Section 2.1. The annual subscription fee covers the twelve (12) month period that begins on the Begin Date. Payment of the annual subscription fee is due within thirty (30) days of Recipient's execution of this Contract. The annual subscription fee is nonrefundable and will not be prorated in case of early termination of this Contract or suspension of services. Recipient shall pay Agency the annual subscription fee for each subsequent contract year within thirty (30) days of the beginning of each contract year. Recipient shall send payment to Texas Workforce Commission, Revenue and Trust Management, P.O. Box 322, Austin, TX 78767-0322.

3.1.2 User Documents. All prospective online Users must execute a *Texas Workforce Commission User Agreement* ("User Agreement"), Attachment C, and complete online TWC Information Technology Security Awareness Training ("Security Training").

3.1.3 User Document Submission and Maintenance. Before Agency RACF Administration will issue a User ID and password to a prospective User, Agency RACF Administration must receive from Recipient Contact Person (designated in Section 4.1) copies of a completed User Agreement and certificate of completion of Security Training ("Training Certificate"), with a completed *Cover Sheet for Transmitting User Agreement and Training Certificate* ("Cover Sheet"), Attachment D. Agency may deny access to any prospective User on security grounds. Recipient must maintain on file all original Training Certificates and User Agreements.

3.1.4 **User Document Renewal. On October 1, 2015 the online access of each User established under a prior contract will be terminated unless Agency RACF Administration has received for the User, from Recipient Contact Person, copies of a new User Agreement and new Training Certificate executed or dated, respectively, no more than thirty (30) calendar days before submission, with a completed Cover Sheet.**

3.1.5 Annual User Renewal. Each year, on the first day of the month following the anniversary of the Begin Date, the online access of each User will be terminated unless Agency RACF Administration has received for the User, from Recipient Contact Person, copies of a new User Agreement and new Training Certificate executed or dated, respectively, no more than thirty (30) calendar days before submission, with a completed Cover Sheet.

3.1.6 Notice of User Employment Change. Recipient shall notify Agency within three (3) calendar days of a User's termination, resignation, or reassignment into a position not requiring access to TWC Information, so that the User's password can be immediately revoked. Failure to provide such notice is a breach of this Contract and may result in immediate suspension of all online access, termination of this Contract, and other penalties provided by law and this Contract.

3.1.7 Changes Prohibited. Users shall not change or update any TWC Information contained in Agency's computer stored files. Users shall not use any automated system or software to make multiple queries of Agency's computer stored files.

3.1.8 Instructions. Recipient shall be solely responsible for disseminating to Users any instructions provided by Agency regarding navigation of online access to TWC Information.

3.2 Additional Requirements.

3.2.1 Security Safeguards. Recipient shall establish, maintain, and comply with security safeguards and procedures to protect the confidentiality of all TWC Information. Recipient shall comply with the requirements in *Safeguards for TWC Information*, Attachment B. Failure to comply with any requirement of Attachment B is a breach of this Contract.

3.2.2 Suspension. Agency may suspend all services without notice if Agency suspects a violation of the security provisions in Attachment B. Services will remain suspended until Agency has fully investigated any suspected security violations and is satisfied that resumption of services will not result in security breaches. In the event of an extended suspension of services, Agency will notify Recipient as soon as possible.

3.2.3 Enduring Obligation. Termination or expiration of this Contract will not end Recipient's responsibility to protect the confidentiality of TWC Information remaining in Recipient's possession, under Recipient's control, or held by a third party subject to contract or agreement with Recipient.

3.2.4 Audit. Recipient's security safeguards and procedures, as well as Recipient's access to and use of TWC Information, are subject to monitoring, evaluation and audit by Agency.

3.2.5 Inspections. Recipient shall cooperate fully with any on-site inspections and monitoring activities of Agency. So that Agency may audit Recipient's compliance with the requirements of state and federal law and this Contract, Recipient shall permit Agency access to all sites containing TWC Information (including sites where data is maintained electronically), and to all workplaces used by personnel who have access to TWC Information.

3.2.6 Self-Assessment Report. Recipient shall submit to Agency a fully-executed *Quarterly Self-Assessment Report*, Attachment H, on the next-occurring quarterly filing date after the Begin Date, and on each quarterly filing date for as long as this Contract is in effect. The quarterly filing dates are January 1, April 1, July 1, and October 1. Each report must have been signed within thirty (30) days preceding submission.

3.2.7 Identity Theft Protection. In case of unauthorized disclosure of TWC Information by Recipient, Recipient shall purchase identity theft protection service for all individuals whose information was disclosed without authorization. The protection service shall cover each individual for a two-year period and must include, at a minimum, automatic fraud alerts to the individual.

3.2.8 Significant Change. Recipient agrees to notify Agency in writing within ten (10) calendar days of any significant change affecting Recipient and Recipient's identity, including but not limited to changes in its ownership or control, name, governing board membership, authority of governing board, officeholders, or vendor identification number.

3.2.9 Computer Resources. Recipient shall provide and maintain its own computer hardware and software to accomplish the necessary computer communications linkages with Agency.

3.2.10 Data Source. Agency does not warrant or guarantee the accuracy of TWC Information. TWC Information includes data provided to Agency by third parties, including employers and employees.

SECTION 4 – Contact Persons

4.1 Designation. The Parties designate the following primary liaisons for implementation of this Contract:

Agency Contact Person

Michael Bourda
External Data Exchange Contracts (EDEC)
Procurement and Contract Services Department
Texas Workforce Commission
1117 Trinity Street, **Room 342T**
Austin, TX 78701

Phone: **512-936-4272**
Fax: 512-936-0219
Email: **DEContracts@twc.state.tx.us**

Recipient Contact Person

William H. Beechinor
Chief Deputy
Williamson County Constable Precinct 2
350 Discovery Blvd., Suite 205
Cedar Park, TX 78613

Phone: 512-260-4270

Email: wbeechinor@wilco.org

Send invoices to:

Same as above

4.2 Notice. Any notice required under this Contract must be given to the other Party's Contact Person.

4.3 Notice to Alternate. If Recipient designates an alternate Contact Person, written notification by Agency to one (1) of the Recipient Contact Persons will satisfy any notification requirement of this Contract.

4.4 Change. Recipient may request a change in Recipient Contact Person by submitting to Agency Contact Person a written request on organizational letterhead signed by the person who signed this Contract on behalf of Recipient, or by a successor with authority to bind Recipient contractually. The request must include the TWC Contract Number, the name of the person being replaced, and the name of the new Recipient Contact Person, with job title, work address, phone number, and email address. No change in Recipient Contact Person is effective until acknowledged in writing by Agency.

4.5 Communications. Recipient shall include the TWC Contract Number in all communications with Agency.

SECTION 5 – Effect on Other Contracts

The Parties agree that this Contract supersedes and replaces all other contracts between them for information release or data sharing, including 2913PEN069.

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Commissioners Court - Regular Session **26.**

Meeting Date: 09/04/2018

2018-2019 MOU

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take any appropriate action regarding renewal of MOU between Williamson County EMS and TDHRC to require notifications to county emergency medical services as necessary for provision of medical transport services in the interest of public health and safety.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

MOU

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/29/2018 11:25 AM
County Judge Exec Asst.	Wendy Coco	08/29/2018 12:33 PM
Form Started By: Michael Knipstein		Started On: 08/29/2018 11:20 AM
Final Approval Date: 08/29/2018		

MEMORANDUM OF UNDERSTANDING
BETWEEN
CORECIVIC T. DON HUTTO RESIDENTIAL CENTER AND
WILLIAMSON COUNTY EMERGENCY MEDICAL SERVICES (EMS)

T. Don Hutto Residential Center
1001 Welch Street
Taylor, TX 76574
(512)218-2400
(512) 218-2450 (Fax)

Williamson County EMS
303 Martin Luther King
Georgetown, Texas 78626
(512)943-1264
(512)943-1269 (Fax)

This Memorandum of Understanding ("MOU"), effective on the _1st__ day of _September__, 2018, between Williamson County EMS and T. Don Hutto Residential Center (TDHRC) provides confirmation and adequate assurance of mutual cooperation and assistance as well as identifies available services to be provide by each party to the other upon reasonable request pursuant to usual procedures and policies. Currently, TDHRC houses female residents for U.S. Immigration and Customs Enforcement.

DESCRIPTION OF BASIC SERVICES

1. TDHRC will notify Williamson County EMS of any incident that may require immediate medical transportation;
2. In the event of an emergency situation (*e.g.*, natural disaster, etc.) where medical transportation would be required, TDHRC will request assistance from Williamson County EMS as appropriate; and
3. TDHRC will notify Williamson County EMS of any incident that requires specialized clinical support from the Williamson County Tactical Medical Team.

UNDERSTANDING OF THE PARTIES

This MOU shall commence on the above date and continue for a period of one year or until modified by both parties or terminated by either party.

Charlotte Collins, Facility Administrator
TDHRC

Dan A. Gattis, County Judge
Williamson County EMS

Commissioners Court - Regular Session **27.**

Meeting Date: 09/04/2018

Animal Shelter Expansion, P435 - Change Order 5

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 Regional Animal Shelter Expansion Project; Change Order # 5 in the amount of $22,520.00 to approve funding from within the existing contract for additional access, fire suppression and demolition scopes of work, 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 by the Construction Manager and Owner's Contingencies.

Background

Change Order to fund additional door access at existing shelter, FDC layout changes per city of Georgetown and various demolition that was not specified but is necessary for the completion of the project as designed.
On August 15, 2017, the Williamson County Commissioners Court granted Dale Butler, Williamson County Facilities Director, with general authority to approve change orders for the Agreement for Construction Services with Vaughn Construction in relation to the Williamson County Regional Animal Shelter Expansion 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

AS Change Order 5

AS CO5 Funds

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/30/2018 09:45 AM
Form Started By: Gina Wrehsnig		Started On: 08/30/2018 08:15 AM
Final Approval Date: 08/30/2018		

AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
Williamson County
Animal Shelter Expansion
1855 SE Inner Loop
Georgetown, TX 78626

CONTRACT INFORMATION:
Contract For: General Construction

Date: 1/8/18

CHANGE ORDER INFORMATION:
Change Order Number: 005

Date: 8/23/18

OWNER: *(Name and address)*
Williamson County, Texas
710 Main Street, Suite 101
Georgetown, TX 78626

ARCHITECT: *(Name and address)*
Jackson & Ryan Architects
2370 Rice Boulevard, Suite 210
Houston, TX 77005

CONTRACTOR: *(Name and address)*
J.T. Vaughn Construction, LLC
10355 Westpark Drive
Houston, TX 77042

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
Change Order No. 5 includes the below listed Vaughn Change Proposals # 22-#26. For Vaughn Project No. 2491-01.
- CP No. 22 - Provide an Exterior Door to the Rabies Quarantine Room Per ASI 005
- CP No. 23 - Provide New FDC Layout per City of Georgetown
- CP No. 24 - Provide additional demo for New Dish Wash Room not shown on the Demo Contract Documents
- CP No. 25 - Provide demo of the Laundry Room Doors not shown on the Demo Contract Documents
- CP No. 26 - Provide additional saw cutting due to thicker slab conditions than shown in the Demo Contract Documents

The original Contract Sum was	$	9,499,295.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	9,499,295.00
The Contract Sum will be unchanged by this Change Order in the amount of	$	0.00
The new Contract Sum including this Change Order will be	$	9,499,295.00

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be 3/6/19

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Jackson & Ryan Architects	J.T. Vaughn Construction, LLC	Williamson County, Texas
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
Martha Seng	M. Simpson	Dale Butler
SIGNATURE	**SIGNATURE**	**SIGNATURE**
Martha Seng	Mike Simpson	Dale Butler
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
08/28/18	8/23/2018	8/29/18
DATE	**DATE**	**DATE**

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User Notes: (3B9ADA25)

Williamson County
Williamson County Regional Animal Shelter
Vaughn Project No. 2491-01

VAUGHN CONSTRUCTION

Funds Tracking Log

Change Proposal No.	Change Type & No.	Time Extension (Days)		GMP Breakdown					GMP #2491.01	Total Updated Contract Amount
		Pending	Approved	Cost of Work	CM Contingency	Owner Contingency	General Conditions	Construction Phase Fee		
N/A	GMP	-	-	$7,666,840	$228,082	$300,000	$1,034,210	$270,163	$9,499,295	$9,499,295
1	OCO 1	0	0	$10,878	($10,964)	$0	$86	$0	$0	$9,499,295
2	OCO 1	0	0	($8,139)	$8,139	$0	$0	$0	$0	$9,499,295
3	OCO 1	0	0	($3,945)	$3,924	$0	$21	$0	$0	$9,499,295
4	OCO 1	0	0	$412	($412)	$0	$0	$0	$0	$9,499,295
5	OCO 1	0	0	$11,089	$0	($11,615)	$143	$383	$0	$9,499,295
OCO 1 Totals		**0**	**0**	**$10,295**	**$687**	**($11,615)**	**$250**	**$383**	**$0**	**$9,499,295**
6	OCO 2	0	0	$1,423	$0	($1,491)	$18	$50	$0	$9,499,295
7	OCO 2	0	0	$769	$0	($806)	$10	$27	$0	$9,499,295
8	OCO 2	0	0	$3,595	($3,640)	$0	$45	$0	$0	$9,499,295
9	OCO 2	0	0	$16,917	($17,128)	$0	$211	$0	$0	$9,499,295
10	OCO 2	0	0	($9,016)	$9,016	$0	$0	$0	$0	$9,499,295
OCO 2 Totals		**0**	**0**	**$13,688**	**($11,752)**	**($2,297)**	**$284**	**$77**	**$0**	**$9,499,295**
11	OCO 3	0	0	$5,028	$0	($5,201)	$0	$173	$0	$9,499,295
12	OCO 3	0	0	$15,199	$0	($15,912)	$189	$524	$0	$9,499,295
13	OCO 3	0	0	$825	$0	($853)	$0	$28	$0	$9,499,295
14	OCO 3	0	0	$726	$0	($751)	$0	$25	$0	$9,499,295
15	OCO 3	0	0	$1,278	($1,294)	$0	$16	$0	$0	$9,499,295
16	OCO 3	0	0	$5,085	$0	($5,324)	$64	$175	$0	$9,499,295
17	OCO 3	0	0	$4,752	$0	($4,975)	$59	$164	$0	$9,499,295
OCO 3 Totals		**0**	**0**	**$32,893**	**($1,294)**	**($33,016)**	**$328**	**$1,089**	**$0**	**$9,499,295**
18	OCO 4	0	0	$225	$0	($233)	$0	$8	$0	$9,499,295
19	OCO 4	0	0	$1,037	($1,050)	$0	$13	$0	$0	$9,499,295
20	OCO 4	0	0	$9,202	$0	($9,634)	$115	$317	$0	$9,499,295
21	OCO 4	0	0	$90	$0	($93)	$0	$3	$0	$9,499,295
OCO 4 Totals		**0**	**0**	**$10,554**	**($1,050)**	**($9,960)**	**$128**	**$328**	**$0**	**$9,499,295**
22	OCO 5	0	0	$5,251	$0	($5,432)	$0	$181	$0	$9,499,295
23	OCO 5	0	0	$7,574	$0	($7,934)	$95	$265	$0	$9,499,295
24	OCO 5	0	0	$1,778	$0	($1,839)	$0	$61	$0	$9,499,295
25	OCO 5	0	0	$2,525	$0	($2,612)	$0	$87	$0	$9,499,295
26	OCO 5	0	0	$5,392	($5,392)	$0	$0	$0	$0	$9,499,295
OCO 5 Totals		**0**	**0**	**$22,520**	**($5,392)**	**($17,817)**	**$95**	**$594**	**$0**	**$9,499,295**
27								$0	$0	$9,499,295
28								$0	$0	$9,499,295
29								$0	$0	$9,499,295
30								$0	$0	$9,499,295
31								$0	$0	$9,499,295
32								$0	$0	$9,499,295
33								$0	$0	$9,499,295
34								$0	$0	$9,499,295
35								$0	$0	$9,499,295
36								$0	$0	$9,499,295
37								$0	$0	$9,499,295
38								$0	$0	$9,499,295
Current Amounts		**0**	**0**	**$7,756,790**	**$209,281**	**$225,295**	**$1,035,295**	**$272,634**	**$9,499,295**	**$9,499,295**

VAUGHN CONSTRUCTION
18551 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

July 24, 2018

John Benham
Jackson & Ryan Architects
2370 Rice Boulevard, Suite 210
Houston, TX 77005

Re: Animal Shelter Expansion

Job No: 249101

Subj: Change Proposal No. 249101-0022

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $0 (zero) dollars to provide an Exterior Door to the Rabies Quarantine Room Per ASI 005 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

Thomas Morrill

Attachments:

CC:

FORM B

PROJECT: Animal Shelter Expansion

CHANGE PROPOSAL NO: 249101-0022

QUOTATION :

Item	Labor	Materials	Subs	Total
Demo of Existing Window and Wall	$0.00	$0.00	$740.00	$740.00
Provide and Install New Door at Rabies Quarantine Room	$0.00	$0.00	$4,350.00	$4,350.00
Grout Threshold and Provide Cleanup	$0.00	$0.00	$161.00	$161.00
CM Fee	$0.00	$181.00	$0.00	$181.00
To Be Funded By Owners Contingency	$0.00	$(5,432.00)	$0.00	$(5,432.00)
Totals	$0.00	$(5,251.00)	$5,251.00	$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: 7/24/2018

Accepted

By: _____

Date _____

VAUGHN CONSTRUCTION

By: _____
Thomas Morrill

Proposal Valid for 10 Days

AIA® Document G710™ – 1992

Architect's Supplemental Instructions

PROJECT: *(Name and address)*

Williamson County Regional Animal Shelter
1855 SE Inner Loop
Georgetown, TX 78626

ARCHITECT'S SUPPLEMENTAL INSTRUCTION NUMBER: 005

DATE OF ISSUANCE: 30 May 2018

CONTRACT FOR: New Construction

CONTRACT DATE: 08 January 2018

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

OWNER: *(Name and address)*

Williamson County -
Williamson County Facilities
3101 SE Inner Loop
Georgetown, TX. 78626

FROM ARCHITECT: *(Name and address)*

Jackson & Ryan Architects
2370 Rice Blvd., Suite 210
Houston, Texas 77005

TO CONTRACTOR: *(Name and address)*

Vaughn Construction
6604 N. Lamar
Austin, Texas 78752

ARCHITECT'S PROJECT NUMBER: 16042

REGISTERED ARCHITECT
MARTHA SENG
8678
STATE OF TEXAS

30 May 2018

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.

DESCRIPTION:

ASI 005 provides information for a new exterior door at Dog Bite Quarantine room 217.

This proposed door was discussed amongst Vaughn Construction, Williamson County, and Jackson & Ryan Architects after the Owner/ Architect/Contractor meeting on Thursday, 05/24/18.

ATTACHMENTS:

(Here insert listing of documents that support description.)

One (1) 8.5x11 Cover Page, one (1) 8.5x11 Narrative page, and three (3) 24x36 full-size drawing sheets.

ISSUED BY THE ARCHITECT:

(Signature)

Martha Seng, FAIA
(Printed name and title)

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JACKSON & RYAN
ARCHITECTS

2370 Rice Boulevard, Suite 210
Houston, TX 77005
713.526.5436

05/30/18

Architect's Supplemental Instructions
ASI # 005

☑ CONTRACTOR ☑ FIELD ☑ ARCHITECT ☐ CONSULTANT ☑ OWNER ☐ OTHER

Project: Williamson County Regional Animal Shelter
1855 SE Inner Loop
Georgetown, TX 78626

Date Issued: 05/30/18
Contract For: WilCo Animal Shelter
Contract Dated: 01/8/18
Architect's Project Number: 16042

To Contractor: Thomas Morrill
Vaughn Construction
6604 N. Lamar
Austin, TX. 78752

Owner: Dale Butler
Williamson County Facilities
3101 SE Inner Loop
Georgetown, TX 78626

NOTICE TO CONTRACTOR: These supplemental instructions interpret the Contract Documents or order minor changes in the Work without changing the Contract Sum or Contract Time. Proceeding with the work in accordance with these instructions signifies the Contractor's acknowledgement of no change in the Contract Sum or Contract Time.

Description:

ASI 005 provides information for a new exterior door at Dog Bite Quarantine room 217.

This proposed door was discussed amongst Vaughn Construction, Williamson County, and Jackson & Ryan Architects after the Owner/Architect/Contractor meeting on Thursday, 05/24/18.

Attachments:

Sheets A.2-2.10, A.2-3.01, and A.2-9.20

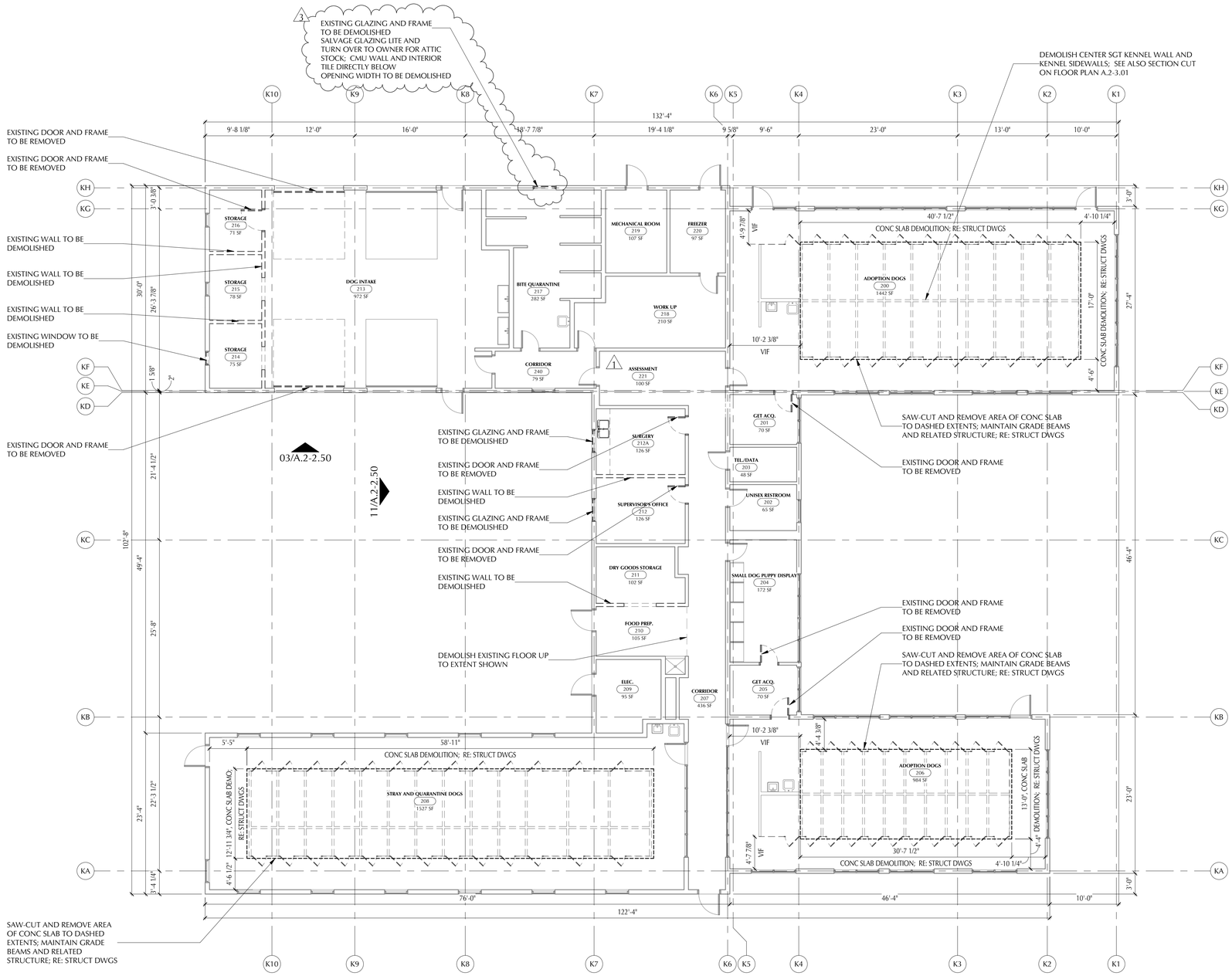
Issued by the Architect:

(*Signature*)

Martha Seng, FAIA

(*Printed Name*)

Date Issued:	
09/27/17	ISSUE FOR PERMIT
1 10/18/17	ADDENDUM 01
11/15/17	FIRST RE-SUBMITTAL - PLAN REVIEW
3 05/30/15	ASI 005



01 LEVEL 1 - DEMOLITION
1/8" = 1'-0"

GEORGETOWN PROJECT NO. 2017-39592

Project Number: **16042**

WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER

1855 SE INNER LOOP
GEORGETOWN, TX 78626

JACKSON & RYAN ARCHITECTS
2370 RICE BOULEVARD, HOUSTON, TEXAS 77005

CIVIL ENGINEER
DAVCAR ENGINEERING
512-328-4428
LANDSCAPE ARCHITECT
GARCIA DESIGN
512-892-0353
STRUCTURAL ENGINEER
MATRIX STRUCTURAL ENGINEERS
713-664-0130
MECHANICAL, ELECTRICAL & PLUMBING ENGINEER
SHAH SMITH & ASSOCIATES, INC.
512-851-0404

GENERAL CONTRACTOR
VAUGHN CONSTRUCTION
512-318-1332

REGISTERED ARCHITECT MARTHA SEIG 8678 STATE OF TEXAS

05/30/18

Sheet Content:

KENNEL - DEMOLITION - FLOOR PLAN

SCALE: 1/8" = 1'-0"

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Drawings and Specifications as instruments of service are and shall remain the property of the Architect. They are not to be used on other projects or extensions to this project except by agreement in writing and with appropriate compensation to the Architect. Contractor is responsible for confirming and correlating dimensions at job site; the Architect will not be responsible for construction means, methods, techniques, sequences or procedures; or for safety precautions and programs in connection with the project.

A.2-2.10

Plot Date: 09/27/17

MAIN BUILDING

ROOM NAME	ROOM NO.	HOUSING QTY.
CAT ISO - URI	109	14 CATS
CAT ISO - RINGWORM	111	6 CATS
CAT ISO - RINGWORM	112	6 CATS
CAT QUARANTINE	116	6 CATS
MATERNITY CATS	119	6 CATS
MATERNITY CATS	121	33 CATS
STRAY CAT	130	14 CATS
		85 CATS

KENNEL BUILDING

ROOM NAME	ROOM NO.	HOUSING QTY.
STRAY DOGS	200	11 DOGS
SMALL DOG	201	6 SMALL DOGS
STRAY PUPPIES	204	15 PUPPIES
STRAY DOGS	206	11 DOGS
QUARANTINE DOGS	208	14 DOGS
DOG ISO	217	6 DOGS
		63 DOGS

NEW ADOPTIONS BUILDING

ROOM NAME	ROOM NO.	HOUSING QTY.
PUPPIES / SMALL DOGS	301	32 PUPPIES / SMALL DOGS
ADOPTION DOGS	308	12 DOGS
ADOPTION DOGS	314	12 DOGS
ADOPTION DOGS	315	12 DOGS
ADOPTION DOGS	321	12 DOGS
ADOPTION CATS	405	42 CATS
COLONY	406	5 CATS
ADOPTION CATS / KITTENS	409	32 CATS / KITTENS
COLONY	413	5 CATS / KITTENS
		80 DOGS AND 84 CATS TOTAL

GRAND TOTAL:
143 DOGS AND 169 CATS

FLOOR PLAN - GENERAL NOTES

A. REFER TO SPRAY ON R-19 INSULATION ON UNDER SIDES OF CONCRETE DECK AT CONDITIONED SPACES BELOW UNCONDITIONED SPACES U.O.N.

B. REFER TO SHEETS A.2-9.20 FOR FINISH SCHEDULES.

C. REFER TO SHEET A9.60 FOR TYPICAL FIRE RESISTANCE REQUIREMENTS.

D. DIMENSIONS ARE SHOWN TO FACE OF GYP. BOARD, U.O.N.

E. CLEAR DIMENSIONS IN RESTROOMS ARE TO FACE OF TILE WAINSCOT/TOILET PARTITION.

F. REFER TO SHEET A0.53, FOR RESTROOM FIXTURE MOUNTING HEIGHTS.

G. UNLESS NOTED OTHERWISE, THE SAME WALL TYPE NEXT TO A DOOR OR OPENING SHALL CONTINUE OVER THE DOOR OPENING.

H. SEE PLUMBING SHEETS FOR LOCATIONS OF FLOOR DRAINS.

J. FE - INDICATES FIRE EXTINGUISHER IN A SEMI-RECESSED CABINET

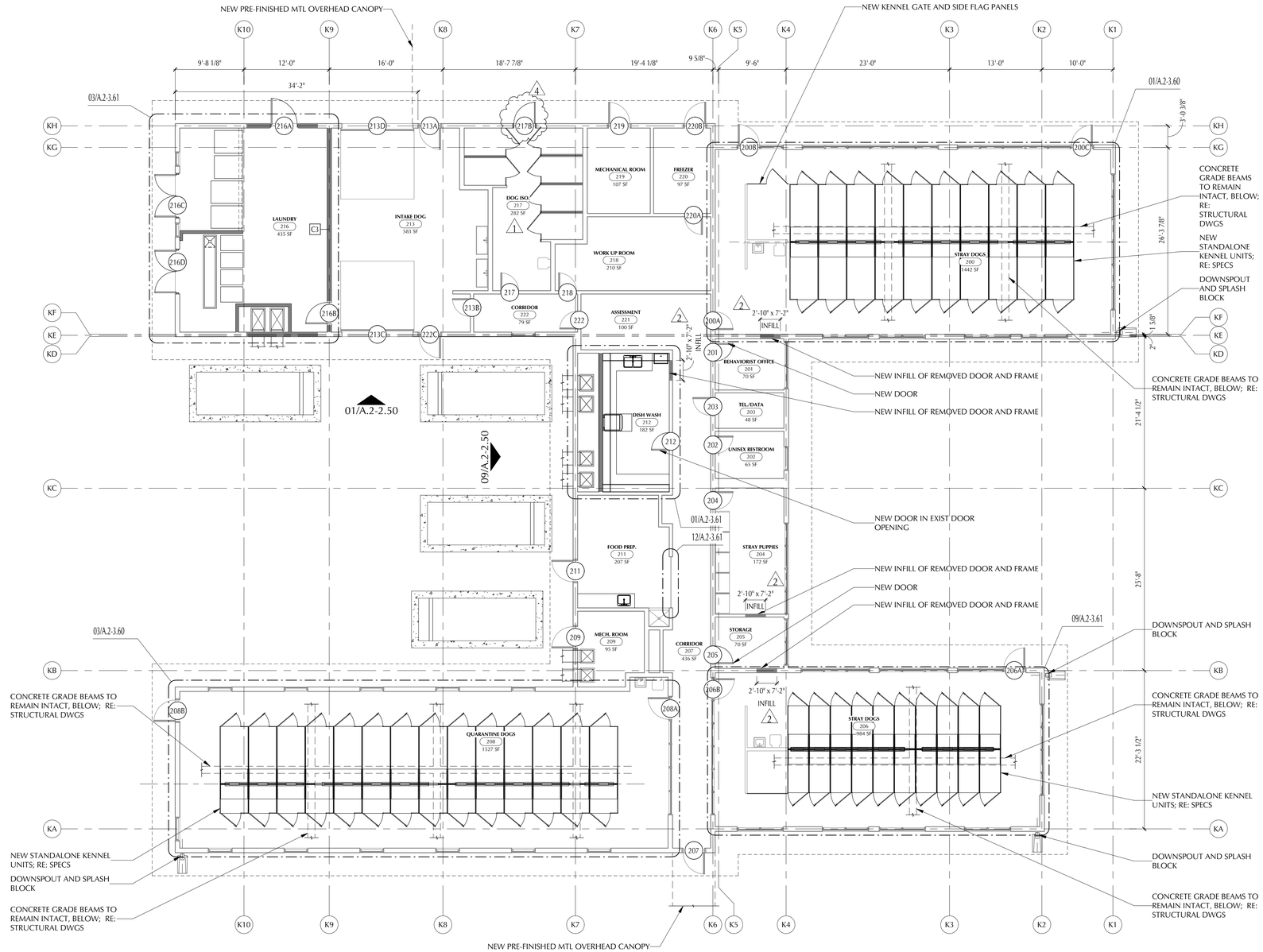
K. AED - INCIATES A SEMI-RECESSED AUTOMATED EXTERNAL DEFIBRILLATOR CABINET. (DEFIBRILLATOR EQUIPMENT PROVIDED BY OWNER.)

L. CJ - INDICATES THE LOCATION OF CONTROL JOINT IN INTERIOR GYP BOARD WALLS. REFER TO INTERIOR ELEVATIONS. IF ADDITIONAL CJ ARE REQUIRED PER SPECIFICATIONS, VERIFY LOCATIONS WITH ARCHITECT PRIOR TO CONSTRUCTION

M. REFER ALSO TO INTERIOR ELEVATIONS FOR MILLWORK AND STAINLESS STEEL COUNTERS AND SHELVES SCOPE; PROVIDE BLOCKING IN WALLS AS REQUIRED FOR THIS WORK.

N. REFER TO A.2-9.20 FOR DOOR TYPES AS DESIGNATED BY: (101)

P. REFER TO A9.60 & A9.61 FOR TYPICAL PARTITION DETAILS AS DESIGNATED BY: C3-1.X



01 LEVEL 1
1/8" = 1'-0"

Date Issued:

09/27/17	ISSUE FOR PERMIT
1 10/18/17	ADDENDUM 01
2 11/07/17	ADDENDUM 02
11/15/17	FIRST RE-SUBMITTAL - PLAN REVIEW
4 05/30/15	ASI 005

GEORGETOWN PROJECT NO. 2017-39592

Project Number: **16042**

WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER

1855 SE INNER LOOP
GEORGETOWN, TX 78626

JACKSON & RYAN ARCHITECTS
2370 RICE BOULEVARD, HOUSTON, TEXAS 77005

CIVIL ENGINEER
DAVCAR ENGINEERING
512-328-4428
LANDSCAPE ARCHITECT
GARCIA DESIGN
512-892-0353
STRUCTURAL ENGINEER
MATRIX STRUCTURAL ENGINEERS
713-664-0130
MECHANICAL, ELECTRICAL & PLUMBING ENGINEER
SHAH SMITH & ASSOCIATES, INC.
512-851-0404

GENERAL CONTRACTOR
VAUGHN CONSTRUCTION
512-318-1332

REGISTERED ARCHITECT MARTHA SENGE 8878 STATE OF TEXAS

05/30/18

Sheet Content:

KENNEL - FLOOR PLAN

SCALE: As indicated

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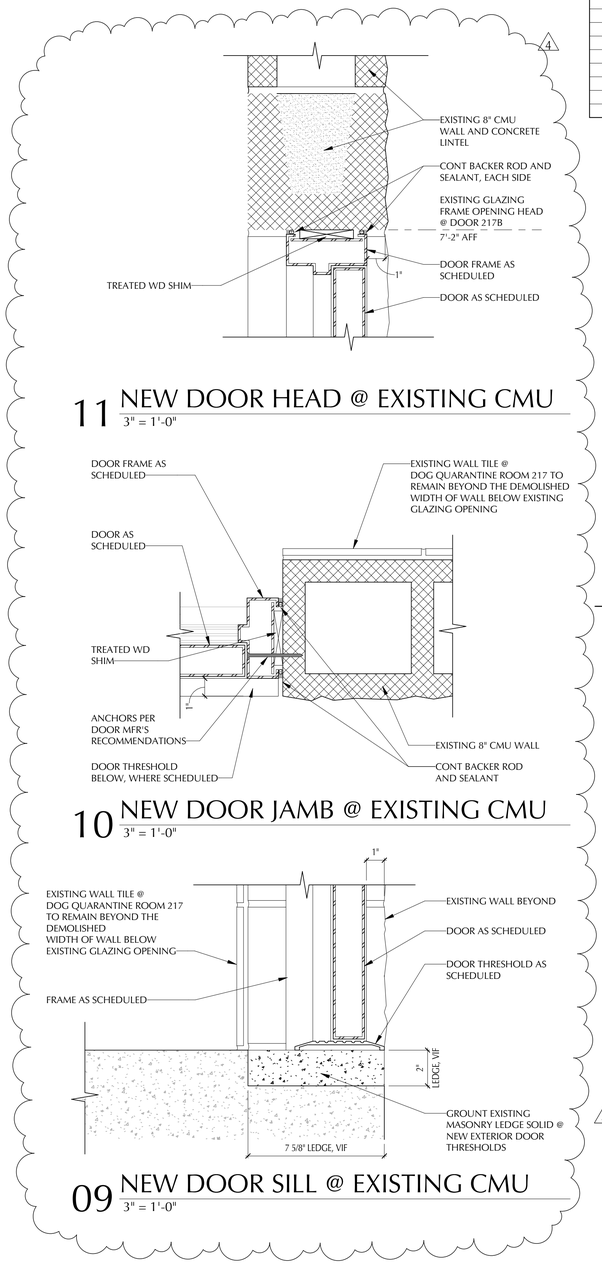
Drawings and Specifications as instruments of service are and shall remain the property of the Architect. They are not to be used on other projects or extensions to this project except by agreement in writing and with appropriate compensation to the Architect. Contractor is responsible for confirming and correlating dimensions at job site; the Architect will not be responsible for construction means, methods, techniques, sequences or procedures; or for safety precautions and programs in connection with the project.

A.2-3.01

Plot Date: 09/27/17



11 NEW DOOR HEAD @ EXISTING CMU
3" = 1'-0"

10 NEW DOOR JAMB @ EXISTING CMU
3" = 1'-0"

09 NEW DOOR SILL @ EXISTING CMU
3" = 1'-0"

Master Finish Schedule

ROOM NUMBER	ROOM NAME	FLOOR	BASE	WALLS				CEILING	REMARKS
				NORTH	SOUTH	EAST	WEST		
200	STRAY DOGS	RESINOUS COATING	RESINOUS COATING, COVED	EPOXY PAINT	EPOXY PAINT	EPOXY PAINT	EPOXY PAINT	ACT 3; RE: SPECS	
201	BEHAVIORIST OFFICE	EXIST	EXIST	EPOXY PAINT	EPOXY PAINT	EPOXY PAINT	EPOXY PAINT	ACT 1; RE: SPECS	
202	UNISEX RESTROOM	EXIST	EXIST	PTD	PTD	PTD	PTD	ACT 3; RE: SPECS	
203	TEL./DATA	EXIST	EXIST	PTD	PTD	PTD	PTD	ACT 1; RE: SPECS	
204	STRAY PUPPIES	EXIST	EXIST	EPOXY PAINT	EPOXY PAINT	EPOXY PAINT	EPOXY PAINT	ACT 3; RE: SPECS	
205	STORAGE	EXIST	EXIST	PTD	PTD	PTD	PTD	ACT 1; RE: SPECS	
206	STRAY DOGS	RESINOUS COATING	RESINOUS COATING, COVED	EPOXY PAINT	EPOXY PAINT	EPOXY PAINT	EPOXY PAINT	ACT 3; RE: SPECS	
207	CORRIDOR	EXIST	EXIST	REPAINT	REPAINT	REPAINT	REPAINT	ACT 1; RE: SPECS	
208	QUARANTINE DOGS	RESINOUS COATING	RESINOUS COATING, COVED	EPOXY PAINT	EPOXY PAINT	EPOXY PAINT	EPOXY PAINT	ACT 3; RE: SPECS	
209	MECH. ROOM	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	
211	FOOD PREP.	RESINOUS COATING	RESINOUS COATING, COVED	EPOXY/FRP	EPOXY/FRP	EPOXY/FRP	EPOXY/FRP	ACT 1; RE: SPECS	
212	DISH WASH	RESINOUS COATING	RESINOUS COATING, COVED	EPOXY/FRP	EPOXY/FRP	EPOXY/FRP	EPOXY/FRP	ACT 3; RE: SPECS	
213	INTAKE DOG	RESINOUS COATING	RESINOUS COATING, COVED	EPOXY PAINT	EPOXY PAINT	EPOXY PAINT	EPOXY PAINT	ACT 3; RE: SPECS	
216	LAUNDRY	RESINOUS COATING	RESINOUS COATING, COVED	EPOXY PAINT	EPOXY PAINT	EPOXY PAINT	EPOXY PAINT	ACT 3; RE: SPECS	
217	DOG ISO.	EXIST	EXIST	EPOXY PAINT	EPOXY PAINT	EPOXY PAINT	EPOXY PAINT	ACT 3; RE: SPECS	
218	WORK UP ROOM	EXIST	EXIST	EPOXY PAINT	EPOXY PAINT	EPOXY PAINT	EPOXY PAINT	ACT 3; RE: SPECS	
219	MECHANICAL ROOM	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	
220	FREEZER	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	
221	ASSESSMENT	EXIST	EXIST	PTD	PTD	PTD	PTD	ACT 1; RE: SPECS	
222	CORRIDOR	EXIST	EXIST	REPAINT	REPAINT	REPAINT	REPAINT	ACT 1; RE: SPECS	

EPOXY RESINOUS COATING BASIS OF DESIGN
BY FLOROCK:

FLOROCRETE SLX GREY BROADCAST CUSTOM CHIP BLEND,
4805 CLEAR @ 100 SQ. FT./GAL, TOPCOAT 7100

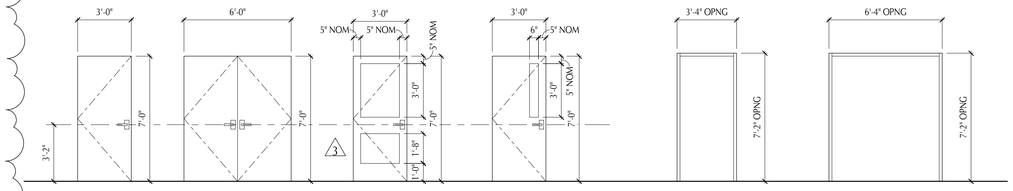
COLOR CHIP BLEND BY TORGINOL 1/16" CHIP SIZE:
25% WHITE - C1820
25% SEMI-TRANSPARENT WHITE - C2250
25% GRANITE - C1410
25% PURPLE HAZE - C9989

GENERAL DOOR NOTES

A. ALL OVERALL DIMENSIONS ARE NOMINAL

B. UNLESS NOTED OTHERWISE, GLASS TYPE IS TYPE "1"

C. VERIFY ALL MASONRY AND ROUGH OPENING DIMENSIONS IN FIELD PRIOR TO FABRICATION



DOOR TYPES **FRAME TYPES**

Master Door Schedule

DOOR NO.	LOCATION / DESCRIPTION	DOOR TYPE	DOOR		FRAME TYPE	FRAME		HDWR. SET	DETAILS			REMARKS
			MAT'L	FINISH		MAT'L	FINISH		JAMB	HEAD	SILL	
200A	STRAY DOGS	EXIST	EXIST			EXIST						
200B	STRAY DOGS	EXIST	EXIST		3	EXIST		3				
200C	STRAY DOGS	EXIST	EXIST			EXIST						
201	SMALL DOG	D-2C	FIBERGLASS	GELCOAT; MATTE	F-4	FIBERGLASS	GELCOAT; MATTE	08	10/A.2-9.20, SIM	09/A.2-9.20, SIM	11/A.2-9.20, SIM	CENTER FRAME IN WALL
202	UNISEX RESTROOM	EXIST	EXIST			EXIST						
203	TEL/DATA	EXIST	EXIST			EXIST						
204	STRAY PUPPIES	EXIST	EXIST			EXIST						
205	STORAGE	D-1C 3	WD	PLAM	F-4	ALUM	CLR ANODIZED	11	10/A.2-9.20, SIM	09/A.2-9.20, SIM	11/A.2-9.20, SIM	2., RE: A.3-9.20 2
206A	STRAY DOGS	EXIST	EXIST			EXIST						
206B	STRAY DOGS	EXIST	EXIST			EXIST						
207	CORRIDOR	EXIST	EXIST			EXIST						
208A	QUARANTINE DOGS	EXIST	EXIST			EXIST						
208B	QUARANTINE DOGS	EXIST	EXIST			EXIST						
209	MECHANICAL ROOM	EXIST	EXIST			EXIST						
211	FOOD PREP	EXIST	EXIST		3	EXIST		3				
212	DISH WASH	D-2C	FIBERGLASS	GELCOAT; MATTE	F-4	FIBERGLASS	GELCOAT; MATTE	14	10/A.2-9.20, SIM	09/A.2-9.20, SIM	11/A.2-9.20, SIM	CENTER FRAME IN WALL
213A	INTAKE DOG	EXIST	EXIST			EXIST						
213B	INTAKE DOG	EXIST	EXIST			EXIST						
213C	INTAKE DOG	EXIST	EXIST			EXIST						
213D	INTAKE DOG	EXIST	EXIST			EXIST						
216A	LAUNDRY	D-2C	ALUM	CLR ANODIZED	F-4	ALUM	CLR ANODIZED	06	10/A.2-9.20	09/A.2-9.20	11/A.2-9.20	
216B	LAUNDRY	D-2C	ALUM	CLR ANODIZED	F-4	ALUM	CLR ANODIZED	01	10/A.2-9.20, SIM	09/A.2-9.20, SIM	11/A.2-9.20, SIM	CENTER FRAME IN WALL
216C	LAUNDRY	D-1D	HOLLOW MTL	PTD	F-5	ALUM	PTD	12	10/A.2-9.20	09/A.2-9.20	11/A.2-9.20	
216D	LAUNDRY	D-1D	HOLLOW MTL	PTD	F-5	ALUM	PTD	12	10/A.2-9.20	09/A.2-9.20	11/A.2-9.20	
217	DOG ISO.	EXIST	EXIST			EXIST						
217B	DOG ISO. 4 1	D-2C	ALUM	CLR ANODIZED	F-4	ALUM	CLR ANODIZED	06	10/A.2-9.20	09/A.2-9.20	11/A.2-9.20	
218	WORK UP ROOM	EXIST	EXIST			EXIST						
219	MECHANICAL ROOM	EXIST	EXIST			EXIST						
220A	FREEZER	EXIST	EXIST			EXIST						
220B	FREEZER	EXIST	EXIST			EXIST						
222	CORRIDOR	EXIST	EXIST			EXIST						
222C	ISOLATION DOGS	EXIST	EXIST			EXIST						

Date Issued:

	09/27/17	ISSUE FOR PERMIT
1	10/18/17	ADDENDUM 01
	11/15/17	FIRST RE-SUBMITTAL - PLAN REVIEW
3	02/09/18	RFI 015
4	05/30/15	ASI 005

GEORGETOWN PROJECT NO. 2017-39592

Project Number: **16042**

WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER

1855 SE INNER LOOP
GEORGETOWN, TX 78626

JACKSON & RYAN ARCHITECTS
2370 RICE BOULEVARD, HOUSTON, TEXAS 77005

CIVIL ENGINEER
DAVCAR ENGINEERING
512-328-4428
LANDSCAPE ARCHITECT
GARCIA DESIGN
512-892-0353
STRUCTURAL ENGINEER
MATRIX STRUCTURAL ENGINEERS
713-664-0130
MECHANICAL, ELECTRICAL & PLUMBING ENGINEER
SHAH SMITH & ASSOCIATES, INC.
512-851-0404

GENERAL CONTRACTOR
VAUGHN CONSTRUCTION
512-318-1332

REGISTERED ARCHITECT MARTHA SENGER 8678 STATE OF TEXAS

05/30/18

Sheet Content:

KENNEL - DOOR AND FINISH SCHEDULE - DOOR AND FRAME TYPES

SCALE: As indicated

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A.2-9.20

Plot Date: 09/27/17

THE DEMO COMPANY

June 20, 2018

RE: Wilco Regional Animal Shelter - ASI 005

Thomas,

Thank you for the opportunity to propose on the project. Below is a list of our scope inclusions and exclusions.

Work Included in our Scope:

Drawings Dated: 5/30/2018

Addenda: 1

A.2-2.10 Kennel - Demolition - Floor Plan

Remove Existing Glazing and Frame
Remove Existing CMU Wall below Opening
Remove Existing Interior Tile below Opening

BASE BID..... $ 740.00

Please let me know if you have any questions.

Thanks,

Dawson McGough
The Demo Company
334-322-1022

Exclusions / Clarifications:

- Permits / Fees / Bonds
- Removal of Hazardous Materials (i.e. Asbestos)
- Temporary Facilities or Utilities
- Floor Prep. Glue and adhesives will be removed within an 1/8"
- Street / Sidewalk Closures, Traffic Control or Barricades
- Cutting / Capping / Make Safe of Existing Utilities
- Layout of any sort. (i.e. MEP / Openings / Limits of Demolition / etc.)
- Salvaging any items to be re-used or transmitted to the Owner.
- MEP Haul-off unless otherwise noted above
- Additional Layers of Sheetrock are not included. One layer included unless otherwise noted above.
- Hidden Conditions (i.e. concealed VCT or Above ceiling Pony Walls) not included.
- Site Fencing or SWPPP.
- Final Grading or Backfilling
- Shoring / Bracing o Lintels
- Hidden Underground Structures (Beams, Pits, Tanks, etc.)
- 3rd Party Oversight and Sampling
- Fire Watch and/or Security
- Only Responsible for Structural Demo to 2' Below Grade
- Bid Assumes 40/hr Work Week and One Mobilization. Additional Mobilization is $1,500 per.

Proposal

floyd's
GLASS COMPANY
A DIVISION OF FLOYDCO, INC

Complete Glass & Aluminum Fronts • Sales & Service
1604 West Second Street, P.O. Box 803
TAYLOR, TEXAS 76574
Taylor: (512) 352-7618 • Austin: (512) 365-2016 • FAX: (512) 352-9243

PROPOSAL SUBMITTED TO		DATE
VAUGHN CONSTRUCTION		5/31/18
STREET	JOB NAME	
6604 N. LAMAR	WILLIAMSON COUNTY ANIMAL SHELTER	
CITY, STATE AND ZIP CODE	JOB LOCATION	
AUSTIN, TX. 78752	GEORGETOWN, TX.	

ARCHITECT	DATE OF PLANS		JOB PHONE

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR: ASI 005

Add (1) Door #217B for the sum of: $4,350.00.00
Includes (Alum Door, Glass, Frame and Installation)

We Exclude:
Protection and Final Cleaning of Installed Materials
Working After Regular Hours or Weekends

Pricing is based on cash payment; customer is responsible for any additional costs if payment is made by credit card.

According to Floyd's Glass Company's understanding of the new Texas Energy Code, we believe and inform you that this specified glass system may not meet that code. Since the Texas Energy Code involves the entire building envelope Floyd's Glass Company cannot warrant that this glass meets that code.

****SUBJECT TO A MUTUALLY AGREEABLE CONTRACT****

We Propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

_____ *** * * * * SEE ABOVE * * * * *** _____ Dollars($_____).

Payment to be made as follows: **SEE ABOVE**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or derivation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Kevin Kiesling

Signature _____

KEVIN KIESLING

Notes: This proposal may be
Withdrawn by us if not accepted within **30** days.

Acceptance of Proposal

- The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance _____

Williamson County Regional Animal Shelter
Form B

Change in Work - Cost Analysis Form

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

roject No. & Name: 2491-02 Wilco Regional Animal Shelter DATE 7/24/2018

Contractor Name: Vaughn Construction Change No. 001

scription of Change: Vaughn General Works Labor and Cleanup for ASI 005

Means Code	Description	Quantity	Unit	Unit Cost	Labor	Material & Equipment	Subcontract
	Non-Shrink Grout for Door Threshold	1.0		$ 12.00	$0.00	$ 12.00	$ -
	Labor to install Grout for Door Threshold	4.0		$ 22.43	$ 90	$ -	$ -
	Labor for Cleanup	2.0		$ 22.43	$ 45		
						$ -	$ -

VAUGHN CONSTRUCTION
18551 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

July 24, 2018

John Benham
Jackson & Ryan Architects
2370 Rice Boulevard, Suite 210
Houston, TX 77005

Re: Animal Shelter Expansion

Job No: 249101

Subj: Change Proposal No. 249101-0023

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $0 (zero) dollars to provide New FDC Layout per City of Georgetown 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

Thomas Morrill

Attachments:

CC:

FORM B

PROJECT: Animal Shelter Expansion

CHANGE PROPOSAL NO: 249101-0023

QUOTATION :

Item	Labor	Materials	Subs	Total
New FDC Layout per City of Georgetown	$0.00	$0.00	$7,574.00	$7,574.00
Subcontractor Default Insurance	$0.00	$95.00	$0.00	$95.00
CM Fee	$0.00	$265.00	$0.00	$265.00
To Be Funded By Owners Contingency	$0.00	$(7,934.00)	$0.00	$(7,934.00)
Totals	$0.00	$(7,574.00)	$7,574.00	$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: 7/24/2018

Accepted

By: _____

Date _____

VAUGHN CONSTRUCTION

By: _____
Thomas Morrill

Proposal Valid for 10 Days

CHASCO CONSTRUCTORS

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

17207 - WILCO ANIMAL SHELTER FDC REVISION

04/06/18

DESCRIPTION	Q'TY	UNIT	TOTAL BID
NEW FDC LAYOUT PER CITY OF GEORGETOWN	1	LS	
TOTAL			**$ 6,870.00**
ADD. ALTERNATE			
ALTERNATE FOR BOLLARD AT FDC	2	EA	
TOTAL ALTERNATE			**$ 704.00**

T: $7,574

VAUGHN
CONSTRUCTION
18551 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

July 25, 2018

John Benham
Jackson & Ryan Architects
2370 Rice Boulevard, Suite 210
Houston, TX 77005

Re: Animal Shelter Expansion

Job No: 249101

Subj: Change Proposal No. 249101-0024

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $0 (zero) dollars to provide Additional Demo for New Dish Wash Room not shown on the Contract Documents 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

Thomas Morrill

Attachments:

CC:

FORM B

PROJECT: Animal Shelter Expansion

CHANGE PROPOSAL NO: 249101-0024

QUOTATION :

Item	Labor	Materials	Subs	Total
Additional Demo for New Dish Wash Room not shown on the Contract Documents	$0.00	$0.00	$1,778.00	$1,778.00
CM Fee	$0.00	$61.00	$0.00	$61.00
To Be Funded By Owners Contingency	$0.00	$(1,839.00)	$0.00	$(1,839.00)
Totals	$0.00	$(1,778.00)	$1,778.00	$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: 7/25/2018

Accepted

By: _____

Date _____

VAUGHN CONSTRUCTION

By: _____
Thomas Morrill

Proposal Valid for 10 Days

THE DEMO COMPANY

REQUEST FOR CHANGE ORDER

Ref.# CO-004
GC Ref#
Date Jul 24, 2018
Job # A18-001

To: Vaughn Construction

Project: Williamson County Animal
1855 SE INNER LOOP
GEORGETOWN, TX 78626

Description: General T&M Demo

Remove Existing Tile Flooring in Dish Room

Cinder Block Wall Penetration

Remove Existing Stainless Steel in Hallway

Foreman - 8 Regular Hours	$432.00
Laborer - 32 Regular Hours	$1,184.00
OH/P 10%	$161.60

REQUESTED BY: Dawson Mcgough
ON BEHALF OF: Vaughn Construction
PROJECT MANAGER: Thomas Mcgough
PM PHONE NO.: (334) 322-1022
ESTIMATOR: Thomas Mcgough

Total: $1,777.60

VAUGHN CONSTRUCTION
18551 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

July 25, 2018

John Benham
Jackson & Ryan Architects
2370 Rice Boulevard, Suite 210
Houston, TX 77005

Re: Animal Shelter Expansion

Job No: 249101

Subj: Change Proposal No. 249101-0025

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $0 (zero) dollars to provide Demo of the Laundry Room Doors not shown on the Demo Contract Documents 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

Thomas Morrill

Attachments:

CC:

FORM B

PROJECT: Animal Shelter Expansion

CHANGE PROPOSAL NO: 249101-0025

QUOTATION :

Item	Labor	Materials	Subs	Total
Demo of the Laundry Room Doors not shown on the Demo Contract Documents	$0.00	$0.00	$2,525.00	$2,525.00
CM Fee	$0.00	$87.00	$0.00	$87.00
To Be Funded By Owners Contingency	$0.00	$(2,612.00)	$0.00	$(2,612.00)
Totals	$0.00	$(2,525.00)	$2,525.00	$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: 7/26/2018

Accepted

By: _____

Date _____

VAUGHN CONSTRUCTION

By: _____
Thomas Morrill

Proposal Valid for 10 Days

THE DEMO COMPANY

REQUEST FOR CHANGE ORDER

Ref.# CO-005
GC Ref#
Date Jul 24, 2018
Job # A18-001

To: Vaughn Construction

Project: Williamson County Animal
1855 SE INNER LOOP
GEORGETOWN, TX 78626

Description: General T&M Demo

Cinder Block Penetrations

Foreman - 13 Regular Hours	$702.00
Laborer - 39 Regular Hours	$1,443.00

Haul Off & Disposal

1/2 Dumpster	$150.00

OH/P 10%

OH/P	$229.50

REQUESTED BY: Dawson Mcgough
ON BEHALF OF: Vaughn Construction
PROJECT MANAGER: Thomas Mcgough
PM PHONE NO.: (334) 322-1022
ESTIMATOR: Thomas Mcgough

Total: $2,524.50

VAUGHN
CONSTRUCTION
18551 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

August 23, 2018

John Benham
Jackson & Ryan Architects
2370 Rice Boulevard, Suite 210
Houston, TX 77005

Re: Animal Shelter Expansion
Job No: 249101

Subj: Change Proposal No. 249101-0026

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $0 (zero) dollars to provide Additional Saw Cutting due to Thicker Slab Conditions than shown in the Contract Documents 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

Thomas Morrill

Attachments:

CC:

FORM B

PROJECT: Animal Shelter Expansion

CHANGE PROPOSAL NO: 249101-0026

QUOTATION :

Item	Labor	Materials	Subs	Total
Additional Saw Cutting due to Thicker Slab Conditions than shown in the Contract Documents	$0.00	$0.00	$5,392.00	$5,392.00
To Be Funded By CM Contingency	$0.00	$(5,392.00)	$0.00	$(5,392.00)
Totals	$0.00	$(5,392.00)	$5,392.00	$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: 8/27/2018

Accepted

By: _____

Date _____

VAUGHN CONSTRUCTION

By: _____
Thomas Morrill

Proposal Valid for 10 Days

THE DEMO COMPANY

REQUEST FOR CHANGE ORDER

Ref.# CO-003
GC Ref#
Date Jul 24, 2018
Job # A18-001

To: Vaughn Construction

Project: Williamson County Animal
1855 SE INNER LOOP
GEORGETOWN, TX 78626

Description: SOG Removal Greater than 6" Thick

Remove Existing SOG (> 6")

160 Hours	$3,907.20

Haul Off & Disposal

3.5 Dumpsters	$994.00

OH/P 10%

OH/P	$490.80

REQUESTED BY: Dawson Mcgough
ON BEHALF OF: Vaughn Construction
PROJECT MANAGER: Thomas Mcgough
PM PHONE NO.: (334) 322-1022
ESTIMATOR: Thomas Mcgough

Total: $5,392.00

Williamson County
Williamson County Regional Animal Shelter
Vaughn Project No. 2491-01

VAUGHN CONSTRUCTION

Funds Tracking Log

Change Proposal No.	Change Type & No.	Court Agenda Date	Party of Initiation	Time Extension (Days)		GMP Breakdown					GMP #2491.01	Total Updated Contract Amount
				Pending	Approved	Cost of Work	CM Contingency	Owner Contingency	General Conditions	Construction Phase Fee		
N/A	GMP			-	-	$7,666,840	$228,082	$300,000	$1,034,210	$270,163	$9,499,295	$9,499,295
1	OCO 1	4/24/2018	Contractor	0	0	$10,878	($10,964)	$0	$86	$0	$0	$9,499,295
2	OCO 1	4/24/2018	Contractor	0	0	($8,139)	$8,139	$0	$0	$0	$0	$9,499,295
3	OCO 1	4/24/2018	Contractor	0	0	($3,945)	$3,924	$0	$21	$0	$0	$9,499,295
4	OCO 1	4/24/2018	Architect	0	0	$412	($412)	$0	$0	$0	$0	$9,499,295
5	OCO 1	4/24/2018	Architect	0	0	$11,089	$0	($11,615)	$143	$383	$0	$9,499,295
OCO 1 Totals				**0**	**0**	**$10,295**	**$687**	**($11,615)**	**$250**	**$383**	**$0**	**$9,499,295**
6	OCO 2	5/1/2018	Architect	0	0	$1,423	$0	($1,491)	$18	$50	$0	$9,499,295
7	OCO 2	5/1/2018	Contractor	0	0	$769	$0	($806)	$10	$27	$0	$9,499,295
8	OCO 2	5/1/2018	Contractor	0	0	$3,595	($3,640)	$0	$45	$0	$0	$9,499,295
9	OCO 2	5/1/2018	Contractor	0	0	$16,917	($17,128)	$0	$211	$0	$0	$9,499,295
10	OCO 2	5/1/2018	Contractor	0	0	($9,016)	$9,016	$0	$0	$0	$0	$9,499,295
OCO 2 Totals				**0**	**0**	**$13,688**	**($11,752)**	**($2,297)**	**$284**	**$77**	**$0**	**$9,499,295**
11	OCO 3	6/19/2018		0	0	$5,028	$0	($5,201)	$0	$173	$0	$9,499,295
12	OCO 3	6/19/2018		0	0	$15,199	$0	($15,912)	$189	$524	$0	$9,499,295
13	OCO 3	6/19/2018		0	0	$825	$0	($853)	$0	$28	$0	$9,499,295
14	OCO 3	6/19/2018		0	0	$726	$0	($751)	$0	$25	$0	$9,499,295
15	OCO 3	6/19/2018		0	0	$1,278	($1,294)	$0	$16	$0	$0	$9,499,295
16	OCO 3	6/19/2018		0	0	$5,085	$0	($5,324)	$64	$175	$0	$9,499,295
17	OCO 3	6/19/2018		0	0	$4,752	$0	($4,975)	$59	$164	$0	$9,499,295
OCO 3 Totals				**0**	**0**	**$32,893**	**($1,294)**	**($33,016)**	**$328**	**$1,089**	**$0**	**$9,499,295**
18	OCO 4			0	0	$225	$0	($233)	$0	$8	$0	$9,499,295
19	OCO 4			0	0	$1,037	($1,050)	$0	$13	$0	$0	$9,499,295
20	OCO 4			0	0	$9,202	$0	($9,634)	$115	$317	$0	$9,499,295
21	OCO 4			0	0	$90	$0	($93)	$0	$3	$0	$9,499,295
OCO 4 Totals				**0**	**0**	**$10,554**	**($1,050)**	**($9,960)**	**$128**	**$328**	**$0**	**$9,499,295**
22	OCO 5			0	0	$5,251	$0	$0	$181	$0	$0	$9,499,295
23	OCO 5			0	0	$7,574	$0	$95	$265	$0	$0	$9,499,295
24	OCO 5			0	0	$1,778	$0	$0	$61	$0	$0	$9,499,295
25	OCO 5			0	0	$2,525	$0	$0	$87	$0	$0	$9,499,295
26	OCO 5			0	0	$5,392	($5,392)	$0	$0	$0	$0	$9,499,295
OCO 5 Totals				**0**	**0**	**$22,520**	**($5,392)**	**$95**	**$594**	**$0**	**$0**	**$9,499,295**
27										$0	$0	$9,499,295
28										$0	$0	$9,499,295
29										$0	$0	$9,499,295
30										$0	$0	$9,499,295
31										$0	$0	$9,499,295
32										$0	$0	$9,499,295
33										$0	$0	$21,530,927
34										$0	$0	$9,499,295
35										$0	$0	$9,499,295
36										$0	$0	$9,499,295
37										$0	$0	$9,499,295
38										$0	$0	$9,499,295
39										$0	$0	$9,499,295
Current Amounts				**0**	**0**	**$7,734,270**	**$214,673**	**$243,112**	**$1,035,200**	**$272,040**	**$9,499,295**	**$9,499,295**

Commissioners Court - Regular Session **28.**

Meeting Date: 09/04/2018

Georgetown Annex P325 - Change Order 16

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 Georgetown Annex Project; Change Order # 16 in the amount of $18,039.40 to approve funding from within the existing contract for additional masonry, concrete and electrical scopes of work, 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 by the Construction Managers Contingency.

Background

Change order to approve funding for additional concrete reinforcement at floor outlets, adding a ridge vent at pavilion, electrical work necessary to support displays and masonry work to support roof drain pipes.
On September 6, 2016, the Williamson County Commissioners Court granted Dale Butler, Williamson County Facilities Project Manager, with general authority to approve change orders for the Agreement for Construction Services with Chasco Constructors, LTD, L.L.P. in relation to the Williamson County Georgetown Annex Project for any increase in costs up to a total maximum amount of $30,000.00 in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

GTA Change Order 16

GTA CO16 Funds

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/30/2018 09:45 AM
Form Started By: Gina Wrehsnig		Started On: 08/30/2018 09:43 AM
Final Approval Date: 08/30/2018		

CHASCO CONSTRUCTORS

Change Order

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

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

Change Order: 16
Date: 8-23-2018
Architect's Project:

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

The Contract is changed as follows:
Misc Subcontractor Change Orders

47 Misc Subcontractor Change Orders	
Contractor's Contingency	<$18,039.40>
Contractor's Contingency	$18,039.40
Total	$0

See attached breakdown and backup

The original Contract Amount was	$14,919,081.00
Net change by previously authorized Change Orders	$0.00
The Contract Amount prior to this Change Order was	$14,919,081.00
The Contract will be increased by this Change Order in the amount of	$0.00
The new Contract Amount including this Change Order will be	$14,919,081.00

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

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

ARCHITECT	CHASCO CONSTRUCTORS CONTRACTOR P.O. BOX 1057 ROUND ROCK, TX 78680	OWNER
(Signature)	(Signature)	(Signature)
By Keith A. Hickman	By BILL BRADRICK	By Dale Butler
Date 23 Aug 2018	Date 8-23-18	Date 8/28/18

8/23/2018

Wilco Annex

Change order #16 Misc Subcontractor Change Orders

item	subcontractor	description	amount	owner	contractor
01	Kidd Roofing	Ridge vent for the standing seam roof at Pavillion	$ 731.00		$ 731.00
02	Whitetail Construction	Support for Roof Drains	$ 628.00		$ 628.00
03	Chasco	Reinforce at 2nd floor blockouts	$ 8,520.40		$ 8,520.40
04	Colvin Electric	Camera wall & hard lid ceiling	$ 8,160.00		$ 8,160.00
			$ 18,039.40	$ -	$ 18,039.40

Project: Williamson Co Annex

Date: 8/14/2018

Subcontractor: Kidd Roofing

GC: Chasco

Price Request #: COR #03

DESCRIPTION OF CHANGE: Furnish and install a ridge vent for the standing seam roof at pavillion

Description of Materials	Quantity	Unit	Cost	Labor Total	Material Total	Equipment/Misc
Material/Fabrication/Misc/Det	1.00	ls	$ 255.00		$ 255.00	
Roofer Regular Time	3.00	hrs	$ 40.13	$ 120.39		
Roofer Premium time	0.00	hrs	$ 20.07	$ -		
Foreman Regular Time	3.00	hrs	$ 51.08	$ 153.24		
Foreman Premium Time	0.00	hrs	$ 25.54	$ -		
Superintendent Regular Time	1.00	hrs	$ 65.00	$ 65.00		
Superintendent Premium Time	0.00	hrs	$ 32.50	$ -		
Equipment	0.00	hrs	$ 52.00			$ -
SUBTOTALS				**$ 338.63**	**$255.00**	**$ -**

LABOR TOTAL	$ 338.63
MATERIAL TOTAL	$ 255.00
Equipment	$ -
Small Tools	$ 11.87
Supervision	$ -
Warranty	$ 11.87
Sales Tax	$ -
Bond	$ 18.52
O/H and Profit	$ 95.38
Grand Total of Price Request	$ 731

Pricing is good for 30 days only and prior to substantial completion of scope

WHITETAIL CONSTRUCTION, INC.
PO Box 1585
Leander, TX 78646-1585
Ph 512-778-9050

DAILY TIME & MATERIAL

Job Name: Wilco Annex
Job Number: Extra P.O. No.: Date: 8-8-2013 Sheet 1 of 1
Remarks: 8" CMU SUPPORT FOR ROOF DRAINS (7 LOCATIONS)

Labor Classification	Employee's Name	Regular Hours	Regular Rate	Overtime Hours	Overtime Rate	Amount Regular	Amount Overtime	Total
Mason	Randy Robinson	8	23.00	--	--			184.00
Mason Tender	Steve Ball	8	16.00					128.00
Supt.	Gary Tracy	1	26.00					26.00

Total Labor	338.00	0
Tax & Insurance @ 15 %	51.00	0
Total Labor Costs	389.00	0

Material	Quantity	Unit Cost		
1/2 yard of Mortar	1/2 Yard	160.00	80.00	
8" Regular CMU	30.00	1.37	41.00	0
				0
				0
				0
				0
				0
				0
				0

Total Material	121.00	0
Sales Tax @ 8.25%	----	0
Total Material Costs	121.00	0

Tools & Equipment	Rental Period	Rate		
				0
Mixer	8 Hours	55 .00per day	0.00	0
				0
				0
				0
				0
				0

Total Equipment	0.00	0
Total Labor & Material & Equipment	510.00	
Indirect Cost @ 8 %	41.00	0
Overhead & Profit @ 15 %	77.00	0
Total This Sheet	628.00	0

Contractor Representative

Whitetail Representative

JC Entries by Job

CHASCO CONSTRUCTORS

20-17175 WILCO ANNEX - SELF-PERFORM Last Update: 08-08-2018

Transaction types included: Costs

Cat	Tran Date	Transaction Type	Description	Units	Amount	Scr	Batch	Acctg Date
50-2230 REINF. @ 2ND FLOOR BLOCKOUTS								
02	04-12-2018	PR cost	PR Post Checks summary	133.50	3,188.09	PR	1727	04-15-2018
02	05-10-2018	PR cost	PR Post Checks summary	6.00	106.53	PR	1734	05-13-2018
02	05-16-2018	PR cost	PR Post Checks summary	44.00	885.49	PR	1735	05-20-2018
02	06-06-2018	PR cost	PR Post Checks summary	48.00	1,135.31	PR	1739	06-10-2018
02	06-11-2018	PR cost	PR Post Checks summary	20.00	420.83	PR	1740	06-17-2018
02	06-18-2018	PR cost	PR Post Checks summary	23.00	596.48	PR	1741	06-24-2018
02	07-10-2018	PR cost	PR Post Checks summary	49.00	1,153.70	PR	1745	07-15-2018
02	07-16-2018	PR cost	PR Post Checks summary	2.00	40.27	PR	1747	07-22-2018
03	04-12-2018	EQ cost		3.00	28.50	EQ	04151	04-15-2018
03	04-10-2018	EQ cost		6.00	57.00	EQ	04151	04-15-2018
03	04-12-2018	EQ cost		7.00	66.50	EQ	04151	04-15-2018
03	04-10-2018	EQ cost		6.00	18.00	EQ	04151	04-15-2018
03	04-12-2018	EQ cost		7.00	21.00	EQ	04151	04-15-2018
03	04-10-2018	EQ cost		6.00	12.00	EQ	04151	04-15-2018
03	04-12-2018	EQ cost		7.00	14.00	EQ	04151	04-15-2018
03	06-06-2018	EQ cost		2.00	19.00	EQ	06101	06-10-2018
03	06-08-2018	EQ cost		4.00	38.00	EQ	06101	06-10-2018
03	06-18-2018	EQ cost		12.00	114.00	EQ	06241	06-24-2018
03	06-18-2018	EQ cost		12.00	36.00	EQ	06241	06-24-2018
03	07-10-2018	EQ cost		2.00	21.00	EQ	07151	07-15-2018
03	07-11-2018	EQ cost		2.00	21.00	EQ	07151	07-15-2018
03	07-12-2018	EQ cost		1.00	10.50	EQ	07151	07-15-2018
03	07-10-2018	EQ cost		2.00	6.00	EQ	07151	07-15-2018
03	07-11-2018	EQ cost		2.00	6.00	EQ	07151	07-15-2018
03	07-12-2018	EQ cost		1.00	3.00	EQ	07151	07-15-2018
05	04-09-2018	AP cost	17175:SPF LUMBER #2		99.86	AP	6553	04-30-2018
05	06-18-2018	AP cost	17175:5320LS	3.00	297.00	AP	6680	06-30-2018
05	07-13-2018	AP cost	A/C#4-72000		21.60	AP	07080	07-31-2018
07	06-04-2018	AP cost	17175:7IN ANGLE GRINDER		255.33	AP	6659	06-30-2018
07	06-07-2018	AP cost	17175:7IN ANGLE GRINDER		179.59-	AP	6659	06-30-2018

JC Entries by Job

20-17175 WILCO ANNEX - SELF-PERFORM Last Update: 08-08-2018 Transaction types included: Costs

Cat	Tran Date	Transaction Type	Description	Units	Amount	Scr	Batch	Acctg Date
50-2230 REINF. @ 2ND FLOOR BLOCKOUTS								
07	07-13-2018	AP cost	A/C#4-42006		8.00	AP	07080	07-31-2018
			REINF. @ 2ND FLOOR BLOCKOUTS Total		8,520.40*			
			Primary Total		8,520.40*			
			WILCO ANNEX - SELF-PERFORM Total		8,520.40*			
			Report Total		8,520.40*			

CHANGE ORDER #
CHAS01-015

DATE: August 12, 2018
NAME: Bill Bambrick
COMPANY: Chasco Constructors
RE: Williamson County Annex
Description: Pricing for adding Camera wall & hard lid ceiling rough-in per jobsite walk 8/9/2018 at 9am. See Notes:

CHANGE ORDER REQUEST

MATERIAL (SEE ATTACHED)

MATERIAL TOTAL			$2,549.89
			$2,549.89
LABOR			
67.89	ELECTRICIAN HOURS AT	$45.00 /HOUR	$3,055.05
	LABOR TOTAL		$3,055.05
MISCELLANEOUS EXPENSES			
	FREIGHT		$0.00
	EQUIPMENT RENTAL		$0.00
	EXPEDITE SHIPPING COST		$0.00
	MISCELLANEOUS TOTAL		$0.00

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

CHANGE ORDER WILL ADD 5 DAYS TO CONSTRUCTION SCHEDULE. SHOULD CHANGE R WORK BE APPROVED WITH NO ADDITIONAL GIVEN OVERTIME LABOR WILL ADD TO THE GE ORDER PRICE AS FOLLOWS:

RICIAN O.T 67.89 X $45.00 X 1/2 = $1,527.53

MATERIAL		$2,549.89
MISCELLANEOUS		$0.00
LABOR		$3,055.05
SUBTOTAL		$5,604.94
O & P	10%	$560.49
Bond Adder	4%	$246.62
TOTAL		$6,412.00

ADD TO CHANGE ORDER
IF WORK IS DONE AT OVERTIME

LABOR with BURDEN		**$1,527.53**
OH&P	**10%**	**$152.75**
Bond Adder	**4%**	**$67.21**
TOTAL		**$8,160.00**

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

.#17495

Regulated by the Texas Department of Licensing and Regulations
P.O. Box 12157, Austin, TX, 78711
1-800-803-9292, 512-463-6599

website: www.license.state.tx.us/

Job Name: Williamson Co Annex
Job Number: 131
Extension Name: CHAS01-15 Security Camera Rough-in

[Items and ByProducts]

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

Item #	Item Name	Quantity	Price 1	U	Ext Price 1	CO Lbr 1	U	CO Lbr 1 Ext	CCode
Label Set: Combined, Combined, Combined, Combinec					$2,549.89			67.89	
CCode: Branch Rough					$1,032.08			34.97	
1,461	3/4 EMT	380.00	$66.97	C	$254.50	3.72	C	14.12	cb
1,462	1 EMT	40.00	$111.60	C	$44.64	4.94	C	1.98	cb
1,606	3/4 EMT CONN D/C	36.00	$124.86	C	$44.95	6.28	C	2.26	cb
1,654	3/4 EMT CONN S/C	16.00	$359.52	C	$57.52	6.28	C	1.00	cb
1,655	1 EMT CONN S/C	2.00	$532.34	C	$10.65	7.54	C	0.15	cb
1,714	3/4 EMT COUPL S/C	20.00	$421.90	C	$84.38	4.40	C	0.88	cb
1,715	1 EMT COUPL S/C	4.00	$628.63	C	$25.15	5.02	C	0.20	cb
1,895	3/4 EMT 1 HOLE STP/STL	36.00	$56.00	C	$20.16	3.77	C	1.36	cb
1,944	3/4 EMT CHNL STRAP W/BOLT	25.00	$89.68	C	$22.42	5.02	C	1.26	cb
1,945	1 EMT CHNL STRAP W/BOLT	5.00	$95.70	C	$4.79	5.02	C	0.25	cb
4,555	3/4 BUSH PLASTIC	36.00	$43.04	C	$15.50	6.15	C	2.22	cb
5,997	BOX SUPPORTS-CLIP ON	18.00	$100.18	C	$18.03	3.77	C	0.68	cb
8,657	3/4 LIQUIDTIGHT FLEX	42.00	$250.20	C	$105.08	3.77	C	1.58	cb
8,669	3/4 LIQUIDTIGHT FLEX CONN	7.00	$843.88	C	$59.07	11.30	C	0.79	cb
8,717	3/4 LIQUIDTIGHT 90 FLEX CONN	7.00	$1,393.12	C	$97.52	13.82	C	0.97	cb
26,008	4/S BOX 1-1/2" DEEP	18.00	$257.64	C	$46.38	12.56	C	2.26	cb
26,011	4/S SG MUD RING 1/2"DP	18.00	$411.41	C	$74.05	6.28	C	1.13	cb
26,200	2G BELL 5333-0 BOX 3HUBS 1/2"	3.00	$1,576.72	C	$47.30	62.80	C	1.88	cb
CCode: Feeder Rough					$1,157.03			18.53	
1,465	2 EMT	110.00	$259.91	C	$285.90	8.75	C	9.63	cf
1,517	2 EMT 90 ELBOW	12.00	$988.20	C	$118.58	18.60	C	2.23	cf
1,658	2 EMT CONN S/C	8.00	$2,299.94	C	$184.00	15.07	C	1.21	cf
1,718	2 EMT COUPL S/C	23.00	$2,240.32	C	$515.27	11.30	C	2.60	cf
1,948	2 EMT CHNL STRAP W/BOLT	25.75	$132.31	C	$34.07	7.54	C	1.94	cf
4,559	2 BUSH PLASTIC	8.00	$240.05	C	$19.20	11.56	C	0.92	cf
CCode: Hangers/Anchors					$360.78			14.39	
5,795	3/8" FLAT STEEL WASHER	48.00	$52.95	C	$25.42	0.00	X	0.00	ch
5,804	3/8 LOCK WASHER	24.00	$3.89	C	$0.93	0.00	X	0.00	ch

Job Name: Williamson Co Annex
Job Number: 131
Extension Name: CHAS01-15 Security Camera Rough-in

[Items and ByProducts]

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

Item #	Item Name	Quantity	Price 1	U	Ext Price 1	CO Lbr 1	U	CO Lbr 1 Ext	CCode
5,951	TEK SCREWS	36.00	$30.42	M	$1.10	3.14	C	1.13	ch
5,955	3/8" SADDLE WASHER	24.00	$10.71	C	$2.57	0.00	X	0.00	ch
5,962	3/8" NUT	72.00	$18.26	C	$13.15	0.00	X	0.00	ch
5,969	3/8" ALL THREAD	48.00	$171.34	C	$82.24	1.88	C	0.90	ch
6,164	1 5/8 UNISTRUT P1000-10GR	24.00	$450.77	C	$108.18	11.30	C	2.71	ch
6,295	CHANNEL CUTS - LABOR ONLY	12.00	$0.00	C	$0.00	25.12	C	3.01	ch
7,465	3/8-16 APP BEAM CLAMP	24.00	$529.97	C	$127.19	27.63	C	6.63	ch
CCode: Trim Devices/Plates					$0.00			0.00	
[Items and ByProducts] Total:					$2,549.89			67.89	

Notes:
Exclusions: Security Systems, Equipment, Full Conduit System, Cabling, and Programming

Williamson County Facilities - Allowance & Contingency Tracking Log

Change Orders To-Date: 14

Change Order No.	Date Submitted	Date Approved	Description	Affected Sub/Supplier	Court Agenda Date	Party of Initiation	Time Ext (Days)	Cost of Work	$12,180.00 Misc rough carpentry	$60,000.00 Rented equipment	$20,000.00 Misc. dirtwork & paving	$ 18,471.00 Misc. Metal Panels & ACM	$ 12,000.00 Safety Cables @ First & Second Floor Allowance	$ 100,000.00 Security Systems Allowance	$ 10,000.00 Temp Lighting at Crawl Space Allowance	$ 10,000.00 Structural Concrete Allowance	$ 10,000.00 Reinforcing Steel Allowance	$ 10,000.00 Structural Steel Allowance	$ 20,000.00 Misc. Utility costs	$ 70,000.00 Owner Signage Allowance	$ 10,000.00 Owner Residential Appliance Allowance	$ 60,000.00 Owner Commercial Kitchen Allowance	$ 2,500.00 Owner Interior Blinds Allowance	$ 305,099.00 Owner's Project Contingency	$ 431,081.00 CM Contingency	$ 449,630.00 General Conditions	$ 418,526.00 Construction Phase Fee	$ 95,947.00 Buyout Savings (Current)	GMP Total	Total Updated Contract Amount
Contract																													$14,919,081.00	**$14,919,081.00**
CO#1, CR#1	10/17/17	10/30/17	Temporary Electrical	CHASCO		CHASCO	0	($18,000.00)																	$18,000.00					$0.00	$14,919,081.00
CO#1, CR#2	10/17/17	10/30/17	Revise pavement cross-section	CHASCO		WILCO	10	$82,000.00																	($82,000.00)					$0.00	$14,919,081.00
CO#1, CR#3	10/17/17	13/30	Add french drain	CHASCO		CHASCO	5	$32,775.00																	($32,775.00)					$0.00	$14,919,081.00
CO#2, CR#4	12/22/17	1/17/18	Revise pier reinforcing at pavilion	CMC		JQ ENG	0	$1,714.00									($1,714.00)													$0.00	$14,919,081.00
CO#2, CR#4	VOID	VOID	Form Savers at Leave Outs	CMC		JQ ENG	0	$2,821.00					VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	$0.00	$14,919,081.00
CO#2, CR#5	12/22/17	1/17/18	Electrician Additional Bond Fee	COLVIN		CHASCO	0	$681.00																		($681.00)				$0.00	$14,919,081.00
CO#2, CR#6	12/22/17	1/17/18	Waterline Changes	CHASCO		CHASCO	0	$18,743.00											($18,743.00)											$0.00	$14,919,081.00
CO#3, CR#7	12/7/17	12/19/17	Additional Lime Treatment	LHOIST		CHASCO	0	$52,152.70																	($52,152.70)					$0.00	$14,919,081.00
CO#4, CR#8	12/22/17	1/17/18	Lime Treatment Deduct	LHOIST		CHASCO	0	($9,585.64)																	$9,585.64					$0.00	$14,919,081.00
CO#4, CR#9	12/22/17	1/17/18	Revise Floor Boxes	COLVIN ELECTRIC		KAH	0	$2,154.00																	($2,154.00)					$0.00	$14,919,081.00
CO#4, CR#10	12/22/17	1/17/18	Timely Door Frames - Alumatone	AM. DOOR		KAH	0	$3,149.00																	($3,149.00)					$0.00	$14,919,081.00
CO#5, CR#11	1/23/18	1/23/18	Add french drain at upper side of pkg lot	CHASCO		CHASCO	0	$37,110.50																	($37,110.50)					$0.00	$14,919,081.00
CO#5, CR#12	1/23/18	1/23/18	Revise crawl space drain/waste piping to PVC	ACCENT PLUMBING		HCE	0	($18,000.00)																	$18,000.00					$0.00	$14,919,081.00
CO#6, CR#13	2/7/18	3/2/18	demo & relocate exist. light pole/rehead	COLVIN ELECTRIC		CHASCO	0	$6,770.00																	($6,770.00)					$0.00	$14,919,081.00
CO#6, CR#13	2/7/18	3/2/18	Demo light pole base/replace light pole base	CHASCO		CHASCO	0	$1,900.00																	($1,900.00)					$0.00	$14,919,081.00
CO#6, CR#14	2/7/18	3/2/18	Revise stair treads per returned submittal	FLOORING SOLUTIONS		KAH	0	$6,573.00																	($6,573.00)					$0.00	$14,919,081.00
CO#6, CR#15	2/14/18	3/2/18	Cut/resize tile per KAH	FLOORING SOLUTIONS		KAH	0	$5,808.00																	($5,808.00)					$0.00	$14,919,081.00
CO #7, CR#16 & #18	3/27/18	4/15/18	Door and Hardware Changes/Temp. lighting	AMERICAN DOOR		KAH	0	$4,479.13							($4,479.13)															$0.00	$14,919,081.00
CO#7, CR#17 & #18	3/27/18	4/15/18	Additional Floor Boxes/Temp. lighting	FELIX MEDIA		KAH	0	$2,759.00							($2,759.00)															$0.00	$14,919,081.00
CR#19	Void	VOID	VOID	VOID	VOID	VOID	VOID	VOID				VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	$0.00	$14,919,081.00
GMP CO#1, CR #20	4/24/18	4/26/18	Security Systems Allowance Return	CHASCO		CHASCO	0	$0.00						($100,000.00)															($100,000.00)	$0.00	$14,819,081.00
CO#8	4/25/18	VOID	VOID	VOID		Chasco	0	VOID					VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	$0.00	$14,819,081.00
CO#9, CR#21	4/25/18	5/1/18	Added I-beam lintel at elevator shaft wall	DESIGN WELD FAB		CHASCO	0	$3,672.00										($3,672.00)												$0.00	$14,819,081.00
CO#9, CR#22	4/25/18	5/1/18	Add bent plates and angles at 2nd floor	DESIGN WELD FAB		CHASCO	0	$3,317.00										($3,317.00)												$0.00	$14,819,081.00
CO#9, CR#23	4/25/18	5/1/18	Add 3 piece tube steel dividers at elevator	DESIGN WELD FAB		CHASCO	0	$2,995.75										($2,995.75)												$0.00	$14,819,081.00
CO#10, CR#24	4/25/18	5/1/18	Safety Cabling for the 2nd Floor	DESIGN WELD FAB		CHASCO	0	$2,969.00					($2,969.00)																	$0.00	$14,819,081.00
CO #11, CR #25	5/8/18	5/22/18	Revise metal panels & ACM to Kidd Roofing	KIDD ROOFING		CHASCO		$73,201.00				($18,471.00)														($54,730.00)				$0.00	$14,819,081.00
CO #12, CR #26	5/8/18	5/10/18	Change quarries for stone veneer	WHITETAIL MASONRY		CHASCO		$7,632.00																		($7,632.00)				$0.00	$14,819,081.00
CO #13, CR #27	7/10/18	7/11/18	Fabricate steel counter supports	IMPRESSIONS ARCH.		CHASCO		$4,096.00																		($4,096.00)				$0.00	$14,819,081.00
CO #13, CR #28	7/10/18	7/11/18	Revise Finelite configuration per ASI #11	COLVIN ELECT.		KAH		$3,870.00																		($3,870.00)				$0.00	$14,819,081.00
CO #13, CR #29	7/10/18	7/11/18	Revised F fixture layout	COLVIN ELEC.		KAH		$5,504.00																		($5,504.00)				$0.00	$14,819,081.00
CO #13, CR #30	7/10/18	7/11/18	Adjust steel angle braces per RFI #79	DESIGN WELDING		CHASCO		$2,279.00																		($2,279.00)				$0.00	$14,819,081.00
CO #13, CR #31	7/10/18	7/11/18	Additional steel beam per RFI #32	DESIGN WELDING		CHASCO		$1,548.00																		($1,548.00)				$0.00	$14,819,081.00
CO #13, CR #32	7/10/18	7/11/18	Modify entry vesytibule	DESIGN WELDING		CHASCO		$2,160.00																		($2,160.00)				$0.00	$14,819,081.00
CO #13, CR #33	7/10/18	7/11/18	Add galvanized brick ledge at Pavilion	DESIGN WELDING		KAH		$6,679.00																		($6,679.00)				$0.00	$14,819,081.00
CO #13, CR #34	7/10/18	7/11/18	ADA roll in shower bases	ACCENT PLUMBING		ACCENT		$3,864.00																		($3,864.00)				$0.00	$14,819,081.00
CO #13, CR #35	7/10/18	7/11/18	Rake mortar joints at stone veneer by 1/2"	WHITETAIL MASONRY		KAH		$5,500.00																	($5,500.00)					$0.00	$14,819,081.00
CO #13, CR #36	7/10/18	7/11/18	Revise door #122 per RFI #54	AMERICAN DOOR		KAH		$455.00																		($455.00)				$0.00	$14,819,081.00
CO #13, CR #37	7/10/18	7/11/18	Revise door #C106	AMERICAN DOOR		KAH		$474.25																		($474.25)				$0.00	$14,819,081.00
CO #13, CR #38	7/10/18	7/11/18	Revise millwork at JP 224 restroom	IMPRESSIONS ARCH.		KAH		($910.00)																		$910.00				$0.00	$14,819,081.00
CO #13, CR #39	7/10/18	7/11/18	Revise metal studs from 3 5/8" to 6"	CENTRAL TX DRYWALL		CHASCO		$503.23																		($503.23)				$0.00	$14,819,081.00
CO #13, CR #40	7/10/18	7/11/18	Revise ceiling tile to USG Mars Clima Plus	CENTRAL TX DRYWALL		CHASCO		($30,000.00)																		$30,000.00				$0.00	$14,819,081.00
CO #13, CR #41	7/10/18	7/11/18	Motorized shades at JP courtroom & Rm #226	EASTCREEK DESIGNS		KAH		$19,826.00																	($19,826.00)					$0.00	$14,819,081.00
CO #13, CR #42	7/10/18	7/11/18	Revise irrigation to two wire system	LANDTEC		WILCO		$7,290.00																	($7,290.00)					$0.00	$14,819,081.00
CO #13, CR #43	7/10/18	7/11/18	Metal roof trim to "Preweathered Galvalume"	TX FIFTH WALL ROOF		KAH		$3,300.00																		($3,300.00)				$0.00	$14,819,081.00
CO #13, CR #44	7/10/18	7/11/18	Credit to use shop fabricated parapet fascia	TX FIFTH WALL ROOF		TX FIFTH WALL		($2,485.00)																		$2,485.00				$0.00	$14,819,081.00
CO #13, CR #45	7/10/18	7/11/18	Install steel counter supports	CENTRAL TX DRYWALL		CHASCO		$901.64																		($901.64)				$0.00	$14,819,081.00
CO #14	7/17/18	7/17/18	Rm #226 Additional Wilco funding	WILCO		WILCO	21	$0.00																	$ 100,000.00					$100,000.00	$14,919,081.00
CO #14	7/17/18	7/17/18	Rm #226 Reduce contractor's contingency	CHASCO		WILCO		$38,082.00																		($38,082.00)				$0.00	$14,919,081.00
CO #14	7/17/18	7/17/18	Rm #226 add fee for contractor's contingency	CHASCO		CHASCO		($1,109.00)																					$ 1,109.00	$0.00	$14,919,081.00
CO #14	7/17/18	7/17/18	Rm #226 reduce owner's contingency	WILCO		WILCO		$135,299.00																	$ (135,299.00)					$0.00	$14,919,081.00
CO #14	7/17/18	7/17/18	Rm #226 reduce struct. reinf. allow.	CHASCO		CHASCO		$8,286.00									$ (8,286.00)													$0.00	$14,919,081.00
CO #14	7/17/18	7/17/18	Rm #226 reduce struct. steel allow.	CHASCO		CHASCO		$15.25										$ (15.25)												$0.00	$14,919,081.00
CO #14	7/17/18	7/17/18	Rm #226 reduce misc. utilities allow.	CHASCO		CHASCO		$1,257.00											$ (1,257.00)											$0.00	$14,919,081.00
CO #14	7/17/18	7/17/18	Rm #226 reduce misc. dirt & pav. allow.	CHASCO		CHASCO		$10,000.00			($10,000.00)																			$0.00	$14,919,081.00
CO #14	7/17/18	7/17/18	Rm #226 reduce rented equip. allow.	CHASCO		CHASCO		$30,000.00		($30,000.00)																				$0.00	$14,919,081.00
CO #14	7/17/18	7/17/18	Rm #226 reduce misc. rough carpentry	CHASCO		CHASCO		$10,000.00	($10,000.00)																					$0.00	$14,919,081.00
CO #14	7/17/18	7/17/18	Rm #226 reduce buyout savings	CHASCO		CHASCO		$24,859.00																					$ (24,859.00)	$0.00	$14,919,081.00
CO #14	7/17/18	7/17/18	Rm #226 reduce temp. lighting allow.	CHASCO		CHASCO		$2,761.87							$ (2,761.87)															$0.00	$14,919,081.00
CO#15	8/9/18	8/9/18	Misc Subcontractor Change Orders	CHASCO		CHASCO		$40,182.81																		$40,182.81				$0.00	$14,919,081.00
CO#16	8/23/18	8/23/18	Misc Subcontractor Change Orders	CHASCO		CHASCO		$18,039.40																		$18,039.40				$0.00	$14,919,081.00
							36		**$2,180.00**	**$30,000.00**	**$10,000.00**	**$ -**	**$ 9,031.00**	**$ -**	**$ -**	**$ 10,000.00**	**$ -**	**$ -**	**$ -**	**$ 70,000.00**	**$ 10,000.00**	**$ 60,000.00**	**$ 2,500.00**	**$ 52,377.44**	**$ 385,939.09**	**$ 449,630.00**	**$ 419,635.00**	**$ 71,088.00**	**$14,919,081.00**	**$14,919,081.00**

Commissioners Court - Regular Session **29.**

Meeting Date: 09/04/2018

North Campus Facility P324 - Change Order 63

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 #63 in the amount of $6,533.00 to approve funding from within the existing contract for additional fencing and striping scopes of work, 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 order is to fund material and labor cost associated with fence and striping adjustments necessary to allow for large vehicle access into the vehicle inspection bays.
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 63

NCF CO63 Funds

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/30/2018 10:59 AM
Form Started By: Gina Wrehsnig		Started On: 08/30/2018 10:42 AM
Final Approval Date: 08/30/2018		

VAUGHN
CONSTRUCTION
3171 SE Inner Loop
Georgetown, TX
78626

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

August 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. 233901-0063

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $0 (zero) dollars to provide Additional Work Associated with Modifications to Inspection Building Parking Area in Reference to ASI-052 dated 7/18/18 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: Brody Harris - BLGY
Mark Brown - BLGY

FORM B

PROJECT: North Campus Facilities

CHANGE PROPOSAL NO: 233901-0063

QUOTATION :

Item	Labor	Materials	Subs	Total
Fencing Modifications	$0.00	$0.00	$2,150.00	$2,150.00
Striping Modifications	$0.00	$0.00	$4,383.00	$4,383.00
To Be Funded By Owners Contigency	$0.00	$(6,533.00)	$0.00	$(6,533.00)
Totals	$0.00	$(6,533.00)	$6,533.00	$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: 8/17/2018

Accepted

By: Dwayne Ronald

Date

VAUGHN CONSTRUCTION

By:
Doug Boram

Proposal Valid for Days

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

VAUGHN CONSTRUCTION

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
4REV	REV	0	0	($3,500)	$0	$3,500	$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
56	OCO	0	-	$5,676	$0	($5,676)	$0		$0	$0	$22,712,676
57	OCO	0	-	$63,922	($9,317)	($54,605)	$0		$0	$0	$22,712,676
58	OCO	0	-	$24,379	$0	($24,379)	$0		$0	$0	$22,712,676
59	OCO	0	-	$2,107	$0	($2,128)	$21		$0	$0	$22,712,676
60	OCO	0	-	$1,631	$0	($1,631)	$0		$0	$0	$22,712,676
61	OCO	0	-	$48,990	$0	($49,269)	$279		$0	$0	$22,712,676
62	OCO	0	-	$19,344	($19,344)	$0	$0		$0	$0	$22,712,676
62	OCO	0	-	$6,533	$0	($6,533)	$0		$0	$0	$22,712,676
Current Amounts		**201**	**201**	**$20,252,329**	**$215,450**	**$51,496**	**$2,079,287**	**($560,720)**	**$674,834**	**$22,712,676**	**$22,712,676**

WPM Construction Services, Inc.

Job # 16-30 Williamson County North Campus

PCO no. 23 ASI # 52

Item #	Description	Quantity	Units	Unit Cost Material	Material Cost	Unit Cost Equipment	Equipment Cost	Unit Cost Subcontractor	Subcontractor Cost	Unit Cost Labor	Labor Cost	Subtotal
											$ -	$ -
	Superintendent	0.00	HR							$ 83.51	$ -	$ -
	Operator	0.00	HR							$ 32.15	$ -	$ -
	Skilled labor	16.00	HR							$ 31.55	$ 504.80	$ 504.80
	Laborer	8.00	HR							$ 24.86	$ 198.88	$ 198.88
	CAT D6	0.00	HR			$ 160.39	$ -					$ -
	Cat 966	0.00	HR			$ 121.58	$ -					$ -
	Roller	0.00	HR			$ 74.27	$ -					$ -
	Water truck	0.00	HR			$ 51.13	$ -					$ -
	Pick up truck	0.00	HR			$ 12.20	$ -					$ -
	Asphalt	0.00	SY					$ 15.00	$ -			$ -
	Asphalt Mobilization	0.00	LS					$ -	$ -			$ -
	Lime Stabilized Subgrade (Delivered)	0.00	SY	$ 28.00	$ -							$ -
	Crushed Limestone Base (Delivered)	0.00	Tons	$ 27.00	$ -							$ -
	Fine Grade Base (Delivered)	0.00	SFT	$ 3.40	$ -							$ -
	Striping	1.00	LS					$ 3,200.00	$ 3,200.00			$ 3,200.00
												$ 3,903.00
											Labor OH&P 15.00%	$ -
											Material OH&P 15.00%	$ -
											Equipment OH&P 15.00%	$ -
	Date:	**7/30/2018**									Subcontrator OH&P 15.00%	$ 480.00
												$ 4,383.00

Note:
1)

ALLIED FENCE & SECURITY

SINCE 1950
13350 OLD KIMBRO ROAD, BLDG. A / MANOR, TEXAS 78653
PHONE: (512) 255-5416 / FAX (512) 255-7096 / EMAIL: jparent@alliedfence1950.com
MBE / SBE / HUB CERTIFIED

CHANGE ORDER

J.T. Vaughn Construction, LLC
10355 Westpark Drive
Houston, Texas 77042

Williamson County, Texas
3171 SE Inner Loop
Georgetown, TX 78626

Remove 20' section of existing 6ft with 3 strands of barbed wire fencing. Install (2) 4" schedule 40 galvanized post for hinge posts. Install (1) 20 linear foot double gate with locking pin.

Total $2,150.00

X_____
Accepted By: Date:

Jerry Parent
Project Manager

TERMS AND CONDITIONS

Buyer agrees to locate all property stakes or place stakes for all end, corner and gate posts required for construction of fence. Before work commencement buyer agrees to locate all underground obstructions such as pipes, sewers, phone lines or electric cables. Allied Fence assumes no responsibility for damages to any of above. Any clearing or grading that is required is to be done by others (unless otherwise noted above). Fence grounding is not included. Prices subject to change after 60 days.

Williamson County Facilities - Job Cost Tracking Log

Project: North Campus Project # P324 **Change Order #:** 62

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 #:** 62

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	06/05/18	A&E	0	$ 20,376.00	$ -	$ (20,376.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
55	06/05/18	A&E	0	$ (390.00)	$ -	$ 390.00	$ -	$ -	$ -	$ -	$ 22,712,677.00
56	07/10/18	Owner	0	$ 5,676.00	$ -	$ (5,676.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
57	07/10/18	Contractor	0	$ 63,922.00	$ (9,317.00)	$ (54,605.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
58	07/10/18	Contractor	0	$ 24,379.00	$ -	$ (24,379.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
59	07/10/18	Owner	0	$ 2,107.00	$ -	$ (2,128.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
60	07/10/18	Owner	0	$ 1,631.00	$ -	$ (1,631.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
61	07/10/18	Owner	0	$ 49,269.00	$ -	$ (49,269.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
62	08/14/18	Contractor	0	$ 19,344.00	$ (19,344.00)	$ -	$ -	$ -	$ -	$ -	$ 22,712,677.00
63		Owner	0	$ 6,533.00	$ -	$ (6,533.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
			196	**$ 21,014,826.00**	**$ 225,119.00**	**$ 43,561.00**	**$ (1,140,298.00)**	**$ 2,076,067.00**	**$ 674,834.00**	**$ 22,712,677.00**	**$ 22,712,677.00**
											$ 1,291,697.00

Commissioners Court - Regular Session **30.**

Meeting Date: 09/04/2018

Discuss consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 1 Section 21 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 final plat for the Santa Rita Ranch Phase 1 Section 21 subdivision - Pct 3.

Background

This is the next section of the Santa Rita Ranch Phase 1 development. It consists of 49 single family lots, 1 open space lot, and 1,973 feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of $250,357.83 has been posted with the County to cover the cost of the remaining construction.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

final plat - Santa Rita Ranch Phase 1 Section 21

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/30/2018 11:50 AM
Form Started By: Adam Boatright		Started On: 08/30/2018 10:29 AM
Final Approval Date: 08/30/2018		

Commissioners Court - Regular Session **31.**

Meeting Date: 09/04/2018

Discuss consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 1 Section 6B 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 final plat for the Santa Rita Ranch Phase 1 Section 6B subdivision - Pct 3.

Background

This is the next section of the Santa Rita Ranch Phase 1 development. It consists of 41 single family lots, 2 open space lots, 2 landscape lots, 1 drainage easement and open space lot, and 1,980 feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of $455,941.57 has been posted with the County to cover the cost of the remaining construction in Sections 6B & 6C.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

final plat - Santa Rita Ranch Phase 1 Section 6B

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/30/2018 11:50 AM
Form Started By: Adam Boatright		Started On: 08/30/2018 10:43 AM
Final Approval Date: 08/30/2018		

Commissioners Court - Regular Session **32.**

Meeting Date: 09/04/2018

Discuss consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 1 Section 6C 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 final plat for the Santa Rita Ranch Phase 1 Section 6C subdivision - Pct 3.

Background

This is the next section of the Santa Rita Ranch Phase 1 development. It consists of 1 open space lot and 888 feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of $455,941.57 has been posted with the County to cover the cost of the remaining construction in Sections 6B & 6C.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

final plat - Santa Rita Ph1 Sec 6C

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/30/2018 11:50 AM
Form Started By: Adam Boatright		Started On: 08/30/2018 11:22 AM
Final Approval Date: 08/30/2018		

Commissioners Court - Regular Session **33.**

Meeting Date: 09/04/2018

Discuss consider and take appropriate action on approval of the final plat for the Ranches at Salado Brook 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 final plat for the Ranches at Salado Brook subdivision - Pct 3.

Background

This proposed subdivision consists of 23 lots, 1 right-of-way reserve, and no new public roads.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

final plat - Ranches at Salado Brook

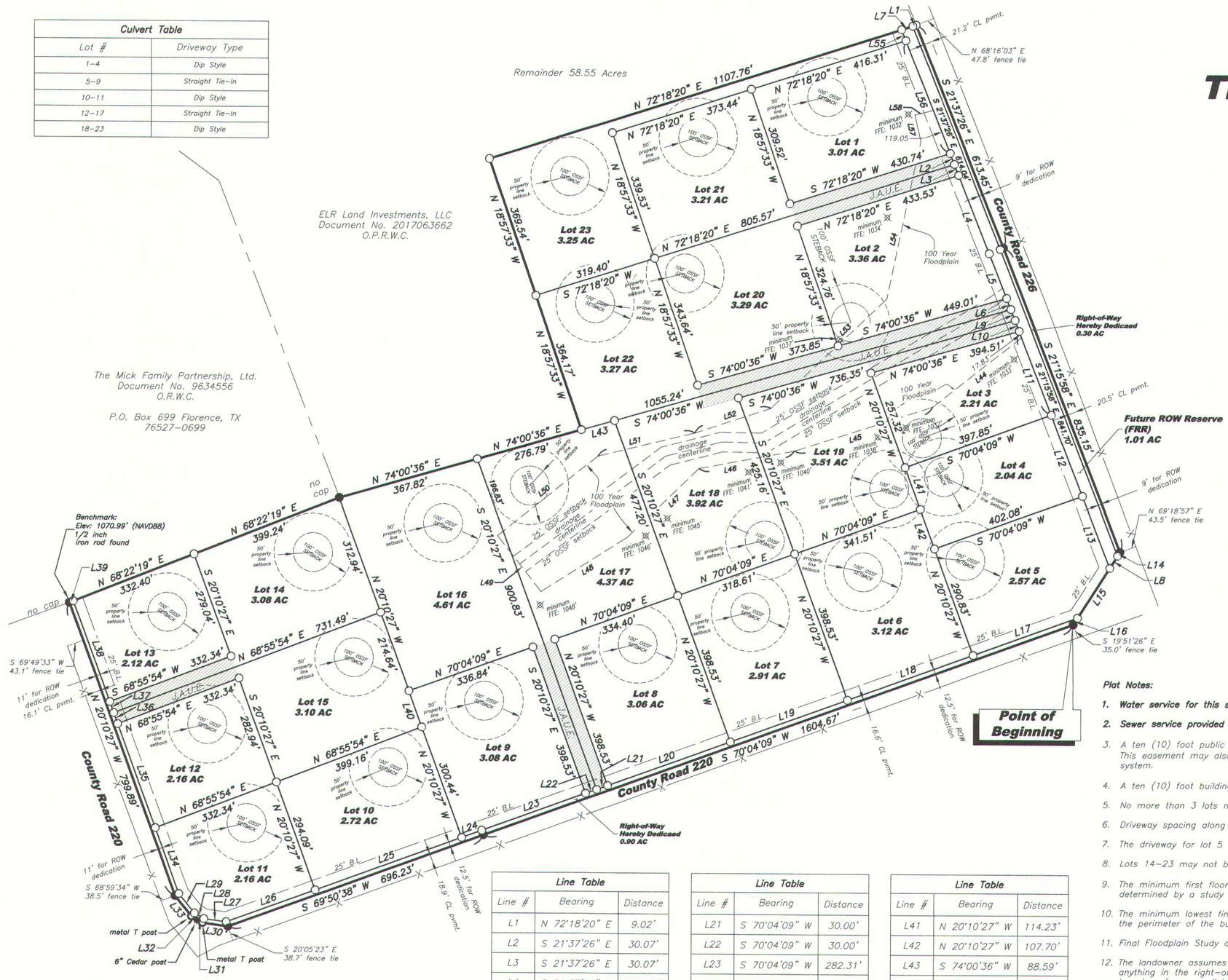
Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/30/2018 11:50 AM
Form Started By: Adam Boatright		Started On: 08/30/2018 11:33 AM
Final Approval Date: 08/30/2018		

Final Plat of
The Ranches at Salado Brook

72.34 Acres out of the James McOuld Survey, Abstract No. 423
Williamson County, Texas

Culvert Table	
Lot #	Driveway Type
1–4	Dip Style
5–9	Straight Tie–In
10–11	Dip Style
12–17	Straight Tie–In
18–23	Dip Style



200 0 200 400

Scale: 1" = 200'

Bearings cited hereon based on Grid
North Texas State Plane Coordinate
System Central Zone (NAD83)

Owner: ELR Land Investments, LLC
3910 Sequoia Trail West
Georgetown, Texas 78628

Acreage: 72.34 Acres

Engineer: Smith Western Engineering, Inc.
3613 Williams Drive Ste 901
Georgetown, Texas 78628

Surveyor: Walker Texas Surveyors
P.O. Box 324
Cedar Park, Texas 78630–0324

Survey: James McOuld Survey, Abstract No. 423

Number of Blocks: 1

Total Number of Lots: 23

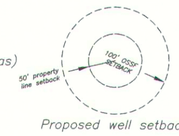
Linear Feet of New Streets: 0'

Date: August 27, 2018

Plat Notes:

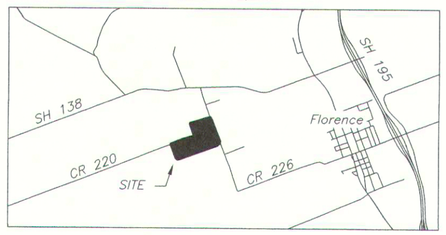
1. **Water service for this subdivision will be provided by private on–site wells.**
2. **Sewer service provided by onsite sewage facility.**
3. A ten (10) foot public utility and drainage easement is hereby dedicated adjacent to all property lines unless otherwise noted on the plat. This easement may also be used by individual lot owners to install a water meter and/or water line as needed to access the public water system.
4. A ten (10) foot building line is located adjacent to all property lines unless otherwise noted on the plat.
5. No more than 3 lots may share use of a joint access driveway.
6. Driveway spacing along CR 220 and CR 226 shall be no closer than 100 feet measured center to center.
7. The driveway for lot 5 shall only take access to CR 220.
8. Lots 14–23 may not be further subdivided.
9. The minimum first floor elevations shown on this plat were determined by adding one (1) foot to the base flood elevation (BFE) as determined by a study prepared by Smith Western Engineering, Inc., dated August 16, 2018.
10. The minimum lowest finished floor elevation shall be one foot higher than the highest spot elevation that is located within five feet outside the perimeter of the building, or one foot above the BFE, whichever is higher.
11. Final Floodplain Study date: August 16, 2018.
12. The landowner assumes all risks associated with improvements located in the right–of–way or road widening easements. By placing anything in the right–of–way or road widening easements, the landowner indemnifies and holds the county, its officers, and employees harmless from any liability owing to property defects or negligence not attributable to them and acknowledges that the improvements may be removed by the county and that the owner of the improvements will be responsible for the relocation and/or replacement of the improvement.
13. 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.
14. A de facto certificate of compliance is hereby issued for all lots within this subdivision except for Lots 1, 2, 3, 17, 18, and 19, This certificate is valid until such time as FEMA revises or newly adopts floodplain boundaries in this area. A development permit must be obtained from the Williamson County Floodplain Administrator for Lots 1, 2, 3, 17, 18, and 19 prior to any construction or development on these lots.
15. The County assumes no responsibility for the accuracy of representations by other parties in this plat. Floodplain data, in particular, may change.
16. 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.

● 1/2 inch iron rod with yellow cap inscribed "WALKER 5283" found
○ 1/2 inch iron rod with yellow cap inscribed "WALKER 5283" set
–X– wire fence
ROW Right of Way
OSSF on site sewage facility
O.P.R.W.C. Official Public Records Williamson County
O.R.W.C. Official Records Williamson County
J.A.U.E. Joint Access & Utility Easement (hatched areas)



Proposed well setback

Vicinity Map
Scale 1:72,000



Line Table		
Line #	Bearing	Distance
L1	N 72°18'20" E	9.02'
L2	S 21°37'26" E	30.07'
L3	S 21°37'26" E	30.07'
L4	S 21°37'26" E	215.62'
L5	S 21°15'58" E	123.16'
L6	S 21°15'58" E	30.13'
L7	N 72°18'20" E	30.07'
L8	S 32°33'32" W	37.16'
L9	S 21°15'58" E	30.13'
L10	S 21°15'58" E	30.13'
L11	S 21°15'58" E	230.26'
L12	S 21°15'58" E	221.99'
L13	S 21°15'58" E	197.75'
L14	S 32°33'32" W	11.15'
L15	S 32°33'32" W	152.94'
L16	S 32°33'32" W	20.53'
L17	S 70°04'09" W	284.14'
L18	S 70°04'09" W	341.51'
L19	S 70°04'09" W	318.61'
L20	S 70°04'09" W	334.40'

Line Table		
Line #	Bearing	Distance
L21	S 70°04'09" W	30.00'
L22	S 70°04'09" W	30.00'
L23	S 70°04'09" W	282.31'
L24	S 69°50'38" W	54.53'
L25	S 69°50'38" W	399.11'
L26	S 69°50'38" W	242.76'
L27	N 82°27'41" W	58.23'
L28	N 59°35'04" W	28.01'
L29	N 38°38'54" W	63.75'
L30	N 82°27'41" W	66.01'
L31	N 63°29'11" W	15.68'
L32	N 56°09'03" W	17.32'
L33	N 38°38'54" W	67.23'
L34	N 20°10'27" W	179.64'
L35	N 20°10'27" W	282.94'
L36	N 20°10'27" W	30.00'
L37	N 20°10'27" W	30.00'
L38	N 20°10'27" W	275.79'
L39	N 68°22'19" E	11.00'
L40	N 20°10'27" W	98.30'

Line Table		
Line #	Bearing	Distance
L41	N 20°10'27" W	114.23'
L42	N 20°10'27" W	107.70'
L43	S 74°00'36" W	88.59'
L44	S 51°44'55" W	289.08'
L45	S 72°04'22" W	371.84'
L46	S 79°22'21" W	249.42'
L47	S 45°39'21" W	254.52'
L48	S 57°31'29" W	261.71'
L49	N 38°01'35" W	181.44'
L50	N 51°11'16" E	328.44'
L51	N 76°16'27" E	255.20'
L52	N 71°48'21" E	204.98'
L53	N 46°16'44" E	409.00'
L54	N 11°55'28" E	412.67'
L55	S 21°37'26" E	30.07'
L56	S 21°37'26" E	310.18'
L57	N 12°45'15" W	70.23'
L58	N 75°29'37" E	48.75'

WALKER
TEXAS SURVEYORS
P.O. Box 324
Cedar Park, Texas 78630–0324
Phone (512) 259–3361
TBPLS Firm #10103800

Final Plat of
The Ranches At Salado Brook

72.34 Acres out of the James McOuld Survey, Abstract No. 423
Williamson County, Texas

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

I, Edwin Roark, manager for ELR Land Investments LLC, owner of the certain tract of land shown hereon and described in a deed recorded in Document No. 2017063662 of the Official Public Records of Williamson County, Texas, 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 **The Ranches At Salado Brook**.

TO CERTIFY WHICH, WITNESS by my hand this 27th day of August, 2018.

Edwin Roark
ELR Land Investments, LLC
3910 Sequoia Trail West
Georgetown, Texas 78628

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

Before me, the undersigned, a notary public in and for said county and state, on this day personally appeared Edwin Roark, known to me to be the person whose name is subscribed to the foregoing instrument. Given under my hand and seal of office on this the 27th day of August, 2018.

NOTARY PUBLIC in and for the State of Texas

KARI RAY
MY COMMISSION EXPIRES
March 23, 2019

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

I, Extraco Bank, Lien Holder of the certain tract of land shown hereon and described in a deed recorded in Document No. 2017063662 of the Official Public Records of Williamson County, Texas, 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 **The Ranches at Salado Brook**.

TO CERTIFY WHICH, WITNESS by my hand this 27th day of August, 2018.

R. Terrell Gurley
Extraco Banks, N.A.

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

Before me, the undersigned, a notary public in and for said county and state, on this day personally appeared R. Terrell Gurley known to me to be the person whose name is subscribed to the foregoing instrument. Given under my hand and seal of office on this the 27th day of August, 2018.

NOTARY PUBLIC in and for the State of Texas

KARI RAY
MY COMMISSION EXPIRES
March 23, 2019

Engineer's Certification

I, Phil Smith, Registered Professional Engineer in the State of Texas, do hereby certify that this (The Ranches at Salado Brook) is not in the Edwards Aquifer Recharge Zone and is not encroached by a Zone "A" Flood Area, as denoted herein, and is defined by the Federal Emergency Management Administration Flood Hazard Boundary Map, Community Panel Number 48491C0100E effective date September 26, 2008 and that each lot conforms to the Williamson County Subdivision Regulations.

The fully developed, concentrated stormwater runoff resulting from the one hundred (100) year frequency storm is contained within the drainage easements shown and/or public rights-of-way dedicated by this plat.

TO CERTIFY WHICH, WITNESS by my hand this 28 day of August, 2018.

Robert Phillip Smith
Registered Professional Engineer
No. 40030

STATE OF TEXAS
ROBERT PHILLIP SMITH
40030
REGISTERED
PROFESSIONAL ENGINEER

Surveyor's Certification

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

TO CERTIFY WHICH, WITNESS by my hand this 27TH day of AUGUST, 2018.

Brett A. Butts Date of Survey = August 27, 2018
Registered Professional Land Surveyor
No. 6254

STATE OF TEXAS
REGISTERED
BRETT A. BUTTS
6254
PROFESSIONAL
LAND SURVEYOR

Perimeter description *of a 72.34 acre tract of land, out of the James McOuld Survey, Abstract Number 243, Williamson County, Texas, and being a portion of that certain tract described as 130.856 acres in a Special Warranty Weed to ELR Land Investments, LLC, dated July 6, 2017 and recorded in Document Number 2017063662 of the Official Public Records of Williamson County, Texas, and being more particularly described by metes and bounds as follows:*

BEGINNING *at a 1/2 inch iron rod with cap inscribed "WALKER 5283" found near a fence corner post in the north margin of County Road 220, a 50' right-of-way, for the most southerly southeast corner of said 130.856 acre tract and this tract;*

THENCE*: with the north and east margin of said County Road 220, and with the south and west line of said 130.856 acre tract the following seven (7) courses:*

1. *S 70°04'09" W 1604.67 feet to a 1/2 inch iron rod with cap inscribed "WALKER 5283" found,*
2. *S 69°50'38" W 696.23 feet to a 1/2 inch iron rod with cap inscribed "WALKER 5283" found,*
3. *N 82°27'41" W 66.01 feet to a metal T post found,*
4. *N 63°29"11" W 15.68 feet to a 6 inch cedar fence post found,*
5. *N 56°09'03" W 17.32 feet to a metal T post found,*
6. *N 38°38'54" W 67.23 feet to a 1/2 inch iron rod with cap inscribed "WALKER 5283" found,*
7. *N 20°10'27" W 799.89 feet to a 1/2 inch iron rod found in the south line of that certain tract of described as 289.32 acres in a Warranty Deed with Vendor's Lien to The Mick Family Partnership, Ltd., dated May 6, 1996 and recorded in Document Number 9634556 of the Official Records of Williamson County, Texas, for the most westerly corner of this tract;*

THENCE*: N 68°22'19" E 742.64 feet with the south line of said 289.32 acre tract, and with a lower northerly line of said 130.856 acre tract to a 1/2 inch iron rod found for an interior ell corner in the west line of said 130.856 acre tract, and for an angle point in the north line of this tract;*

THENCE*: across said 130.856 acre tract, and continuing with the north line of this tract the following three (3) courses:*

1. *N 74°00'36" E 644.61 feet to a 1/2 inch iron rod with cap inscribed "WALKER 5283" set for an interior ell corner,*
2. *N 18°57'33" W 733.71 feet to a 1/2 inch iron rod with cap inscribed "WALKER 5283" set for an angle point,*
3. *N 72°18'20" E 1146.85 feet to a 1/2 inch iron rod with cap inscribed "WALKER 5283" set in the west margin of County Road 226, same being the east line of said 130.856 acre tract, for the northeast corner of this tract;*

THENCE*: with the west margin of county Road 226, and with the east line of said 130.856 acre tract the following two (2) courses:*

1. *S 21°37'26" E 613.45 feet to a 1/2 inch iron rod with cap inscribed "WALKER 5283" found,*
2. *S 21°15'58" E 835.15 feet to a 1/2 inch iron rod with cap inscribed "WALKER 5283" found,*

THENCE*: S 32°33'32" W 221.78 feet with a southeasterly line of said 130.856 acre tract to the Point of Beginning.*

Bearings cited hereon based on grid north Texas State Plane Coordinate System Central Zone (NAD83).

Williamson County 911 Addressing Coordinator

Road name and address assignments verified this the 27th day of August, 2018 A.D.

Williamson County Addressing Coordinator
Cindy Bridges

Williamson County OSSF

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

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

8/30/18
Date

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

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

Dan A. Gattis, County Judge
Williamson County, Texas

Date

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

I, Nancy Rister, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office on the _____ day of _____, 20__, A.D., at _____o'clock, __.M., and duly recorded this the _____ day of _____, 20__, A.D., at ___ o'clock, __.M., in the Official Public Records of said County in Document No. _____.

TO CERTIFY WHICH, WITNESS my hand and seal at the County Court of said County, at my office in Georgetown, Texas, the date last shown above written.

Nancy Rister, Clerk County Court
of Williamson County, Texas

By: _____, Deputy

WALKER
TEXAS SURVEYORS
P.O. Box 324
Cedar Park, Texas 78630-0324
Phone (512) 259-3361
TBPLS Firm #10103800

Job #473004

abf12b Plot: Z:\000-599 MISC\400-499\473 ROARK PROPOERTIES INC\473004_130AC_SALADO_BROOK\DWG\473004_PLAT_20180824.DWG August 27, 2018 10:29

Commissioners Court - Regular Session **34.**

Meeting Date: 09/04/2018

Suicide Prevention Awareness Month Resolution

Submitted By: Connie Odom, Public Information Office

Department: Public Information Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution making September Suicide Prevention Awareness Month in Williamson County.

Background

The National Alliance on Mental Illness (NAMI) recognizes September as National Suicide Prevention Awareness Month, a time to share resources and stories in an effort to shed light on this highly taboo and stigmatized topic. Since 2011, Alan's Hope has been dedicated to preventing suicides by promoting hope, awareness and support in Williamson County communities. During September, Alan's Hope will be sponsoring several events and activities in order to increase awareness of mental health issues including its second annual Alan's Hope "Guitars for Hope" 5K walk/fun on Sunday, September 30, 8:30 a.m. at Twin Lakes Park, 204 E. Little Elm Trail, Cedar Park. The run will be followed by mental and physical health activities and information until noon. Other activities can be found on the September self-care calendar found on the WilCo Wellness Alliance website at www.healthywilliamsoncounty.org/alanshope.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Suicide Prevention Awareness Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/27/2018 03:20 PM
Form Started By: Connie Odom		Started On: 08/27/2018 02:45 PM
Final Approval Date: 08/27/2018		

State of Texas

County of Williamson

Know all men by these presents:

THAT ON THIS, the 4th day of September 2018, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, with the following members present;

Dan A. Gattis, County Judge
Terry Cook, Commissioner, Precinct One
Cynthia Long, Commissioner, Precinct Two
Valerie Covey, Commissioner, Precinct Three
Larry Madsen, Commissioner, Precinct Four

And at said meeting, among other business, the Court considered the following

RESOLUTION

WHEREAS, the Williamson County Commissioners Court recognizes suicide as a public health problem with suicide being the 11th leading cause of death overall of Texans; and

WHEREAS, the Centers for Disease Control and Prevention (CDC) reports that nearly 45,000 lives were lost to suicide in 2016; and

WHEREAS, the CDC further reports that suicide rates went up more than 18 percent in half of the states since 1999, including in Texas; and

WHEREAS, the American Foundation for Suicide Prevention reports that there are on average 123 suicides per day and for every suicide, there are 25 attempts; and

WHEREAS, suicide is preventable, and the stigma associated with seeking treatment for mental illness, substance abuse and suicide prevention services should be eliminated and barriers that discourage persons at risk from seeking life-saving help should be removed; and

WHEREAS, Alan's Hope is "dedicated to preventing suicides by promoting hope, awareness and support in Williamson County communities"; and

WHEREAS, Alan's Hope is striving to increase awareness of ways to improve mental health through a self-care calendar developed with the WilCo Wellness Alliance. The calendar has daily wellness suggestions and events including the Alan's Hope "Guitars for Hope" 5K run/walk to be held at 8:30 a.m. on Sunday, September 30, 2018 at Twin Lakes Park in Cedar Park, followed by wellness information and activities until noon; and

WHEREAS, Williamson County and many groups and organizations encourage mental and physical wellness in individuals, families and communities through education and awareness of programs that provide prevention, treatment and support services.

NOW, THEREFORE, BE IT RESOLVED THAT I, County Judge Dan A. Gattis, do hereby proclaim the month of September 2018 as Suicide Prevention Awareness Month in Williamson County and encourage everyone to save the National Suicide Prevention Lifeline number 1-800-273-TALK (8255) onto their phones to have ready when they meet someone in need.

RESOLVED THIS 4TH DAY OF SEPTEMBER 2018

Attest:_____
Nancy E. Rister
Williamson County Clerk

_____
Dan A. Gattis
Williamson County Judge

Commissioners Court - Regular Session **35.**

Meeting Date: 09/04/2018

Resolution for September 2018 as Preparedness Month

Submitted By: Connie Odom, Public Information Office

Department: Public Information Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on resolution declaring September 2018 as Preparedness Month in Williamson County, Texas.

Background

Williamson County residents are reminded during Preparedness Month to remain mindful of the dangers presented by natural and man-made disasters. Potential threats may change rapidly, therefore, it is important to be prepared, stay informed and follow instructions from local officials and emergency management personnel. Williamson County has made available to all residents the “Wilco Ready” mobile application to aid in all preparedness activities and encourages residents to register at WarnCentralTexas.org to receive emergency messages.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Preparedness Month Resolution 2018

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/30/2018 09:45 AM
Form Started By: Connie Odom		Started On: 08/29/2018 04:31 PM
Final Approval Date: 08/30/2018		

State of Texas

County of Williamson

Know all men by these presents:

THAT ON THIS, the 4th day of September, 2018, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, with the following members present;

Dan A. Gattis, County Judge
Terry Cook, Commissioner, Precinct One
Cynthia Long, Commissioner, Precinct Two
Valerie Covey, Commissioner, Precinct Three
Larry Madsen, Commissioner, Precinct Four

And at said meeting, among other business, the Court considered the following

RESOLUTION

Whereas, Williamson County has a long history of disasters and remains at risk for future occurrences; and

Whereas, destructive events such as hurricanes, tropical storms, tornadoes, flash floods, wildfires, chemical spills, pandemics, acts of terrorism and cyberattacks can occur with little if any warning; and,

Whereas, in each of these circumstances, public safety agencies may have limited resources from which to respond, personal preparedness is the key to facing threats and reducing the loss of life, property damage and economic impact; and,

Whereas, preparedness responsibilities are shared by all residents. Families can help minimize the impact of disasters and emergencies by preparing themselves, their family members and their communities for the unpredictable nature of these incidents; and,

Whereas, all Williamson County residents are encouraged to develop and practice emergency plans that include a communications strategy and emergency meeting locations; and,

Whereas, all Williamson County residents should prepare a three to six-day disaster kit which should contain supplies of food, water, medicine and important documents along with other essential items; and,

Whereas, special preparedness considerations and steps should be taken for young children, seniors, and those with access and functional needs, those with medical devices and family pets; and,

Whereas, Williamson County has made available to all residents the "Wilco Ready" mobile application to aid in all the preceding preparedness activities; and,

Whereas, at this time, we urge all Williamson County residents to remain mindful of the dangers presented by natural and man-made disasters. Potential threats may change rapidly, therefore, it is important to stay informed and follow instructions from local officials and emergency management personnel, for together we stand ready; and,

Therefore be it resolved, the Williamson County Commissioners Court declares the month of September, 2018, to be PREPAREDNESS MONTH in honor of those men and women who train and prepare daily for the safety and wellbeing of the residents of Williamson County, Texas, and urge the appropriate recognition whereof.

RESOLVED THIS 4th DAY OF SEPTEMBER, 2018.

Attest: _____ _____

Nancy E. Rister
Williamson County Clerk

Dan A. Gattis
Williamson County Judge

Commissioners Court - Regular Session **36.**

Meeting Date: 09/04/2018

Recognition of Purchasing Department for 2018 AEP Award

Submitted For: Randy Barker **Submitted By:** Randy Barker, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on recognizing the Purchasing Department as the recipient of the 2018 Achievement of Excellence in Public Procurement Award by the National Procurement Institute (NPI).

Background

The 2018 award represents the 19th consecutive year that Williamson County has achieved this prestigious honor and recognition. The Achievement of Excellence in Procurement award is nationally and internationally recognized as the gold standard for the achievement of excellence, innovation and best practices in the profession of public procurement. The award criteria have evolved since the award's inception to reflect changes that have occurred in areas such as technology, while maintaining the high standards and insistence on public procurement best practices that the award is known for. In 1995, the National Procurement Institute, Inc. (NPI) established this program designed to recognize organizational excellence in public procurement. The Achievement of Excellence in Procurement® (AEP) is awarded annually. This prestigious award is earned by those organizations that demonstrate excellence by obtaining a high score based on standardized criteria. The criteria are designed to measure Innovation, Professionalism, Productivity, E-procurement, and Leadership attributes of the procurement organization. National and international sponsors include: the National Procurement Institute (NPI), the California Association of Public Procurement Officials (CAPPO), the Florida Association of Public Procurement Officials (FAPPO), the Institute for Supply Management (ISM), the National Institute for Public Procurement (NIGP), the National Association of State Procurement Officials (NASPO), the National Association of Educational Procurement (NAEP), the Texas Public Purchasing Association (TxPPA), and the Canadian Public Procurement Association.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Award Letter

Press Release

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/30/2018 11:48 AM
Form Started By: Randy Barker		Started On: 08/20/2018 10:13 AM
Final Approval Date: 08/30/2018		

July 24, 2018

Mr. Randy Barker, CPPO, CPPB
Purchasing Agent/Director
Williamson County
901 S. Austin Ave.
Georgetown, TX 78626

Subject: 2018 Achievement of Excellence in Procurement® Award

Dear Mr. Randy Barker,

I'm pleased to inform you that your agency's procurement department has earned the 2018 Annual Achievement of Excellence in Procurement Award.

We've attached your copy of the formal announcement letter sent to the organization official identified in your application, and your scorecard (ID 953) is enclosed.

A beautiful AEP Award trophy will be shipped to your organization in the coming weeks.

Congratulations on the 2018 Achievement of Excellence in Procurement® Award!

Sincerely,

Brian P. Garrity, CPSM, C.P.M., CPPB
Achievement of Excellence in Procurement® Award Officer

The Achievement of Excellence in Procurement® recognizes organizational excellence in public and non-profit procurement. The award criteria are designed to measure innovation, professionalism, e-procurement, productivity, and leadership attributes of the procurement function. The Achievement of Excellence in Procurement® is sponsored by the National Procurement Institute (NPI), the California Association of Public Procurement Officials (CAPPO), the Florida Association of Public Procurement Officials (FAPPO), the Institute for Supply Management (ISM), NIGP: The Institute for Public Procurement, the National Association of Educational Procurement (NAEP), the Texas Public Purchasing Association (TxPPA), and the Canadian Public Procurement Association / Conseil canadien des marchés publics.

National Procurement Institute, Inc.
PO Box 2774, Rockport, TX 78381
702-989-8095

PRESS RELEASE

CONTACT: Brian P. Garrity, CPSM, C.P.M., CPPB
Achievement of Excellence in Procurement® Officer
PO Box 9000, Presidio Station
San Francisco, CA 94129-0601
Phone: 415-923-2208, E-Mail: bgarrity@goldengate.org

Williamson County has been awarded the prestigious 23rd Annual Achievement of Excellence in Procurement® (AEP) for 2018 from the National Procurement Institute, Inc. (NPI). The AEP Award is earned by public and non-profit organizations that obtain a high application score based on standardized criteria. The AEP is awarded annually to recognize Innovation, Professionalism, E-Procurement, Productivity, and Leadership in the procurement function.

The AEP program encourages the development of excellence as well as continued organizational improvement to earn the award annually.

For 2018, there were 201 successful applicants, including 45 counties, 65 cities, 27 higher education agencies, 26 school districts, 29 special districts, and 9 state agencies.

In addition to the National Procurement Institute, Inc. (NPI), the AEP is sponsored by the California Association of Public Procurement Officials (CAPPO), Institute for Supply Management (ISM), Florida Association of Public Procurement Officials (FAPPO), NIGP: The Institute for Public Procurement, National Association of Educational Procurement (NAEP), Texas Public Purchasing Association (TxPPA), and the Canadian Public Procurement Council / Conseil canadien des marchés publics (CPPC). The AEP is supported by the Airport Purchasing Group (APG), the National Association of State Procurement Officials (NASPO), the National Intergovernmental Purchasing Alliance (National IPA) and the Universal Public Procurement Certification Council (UPPCC).

Commissioners Court - Regular Session **37.**

Meeting Date: 09/04/2018

Discuss consider and take appropriate action on Proclaiming September as Family Mealtime Month.

Submitted By: Pamela Ward, Ag Extension

Department: Ag Extension

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss consider and take appropriate action on Proclaiming September as Family Mealtime Month.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proclamation Family Mealtime

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/28/2018 03:41 PM
Form Started By: Pamela Ward		Started On: 08/28/2018 09:50 AM
Final Approval Date: 08/28/2018		

Join us September 2018: Texas A&M AgriLife Extension Celebrates Family Mealtime by Connecting for Better Health!

Proclamation

WHEREAS **EATING MEALS TOGETHER PROMOTES QUALITY TIME FOR CHILD AND ADULT INTERACTION!** Family dinner provides time to share activities from the day or discuss upcoming events; and

WHEREAS **EATING MEALS TOGETHER PROMOTES A FOOD-HEALTH CONNECTION!** Eating together provides an opportunity to talk about and model good nutrition and health behaviors, and

WHEREAS **EATING MEALS TOGETHER PROMOTES PASSING DOWN CULTURAL AND FAMILY IDENTITY!** Family dinners are a good time for sharing family stories and creating memories.

NOW, THEREFORE I, Dan A Gattis, Williamson County Judge,

DO HEREBY PROCLAIM the month of September **FAMILY MEALTIME 2018: Connecting for Better Health!** In Williamson County, Texas, and I encourage all citizens to observe this month by the adoption of healthy behavior through family mealtime.

Done at the Williamson County Courthouse on this the 4th day of September, 2018.

_____

_____, Judge

Williamson County

Commissioners Court - Regular Session **38.**

Meeting Date: 09/04/2018

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

Submitted For: Robert Daigh **Submitted By:** Lydia Linden, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/21/2018 08:59 AM
Form Started By: Lydia Linden		Started On: 08/17/2018 03:34 PM
Final Approval Date: 08/21/2018		

Commissioners Court - Regular Session **39.**

Meeting Date: 09/04/2018

PSI WA6 FY2019 WilCo Road Bond Program GEC WC-0425

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 6 in the amount of $2,995,620.00 to expire on September 30, 2019 under Williamson County Contract for Engineering Services between Prime Strategies, Inc. and Williamson County dated May 13, 2014 for FY2019 WilCo Road Bond Program Planning, Design and Program Management.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PSI WA6 FY2019 WilCo Road Bond Program GEC WC-0425

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/29/2018 10:57 AM
Infrastructure Department (Originator)	Vicky Edwards	08/29/2018 01:38 PM
Hal Hawes	Hal Hawes	08/30/2018 09:00 AM
County Judge Exec Asst.	Wendy Coco	08/30/2018 11:48 AM
Form Started By: Vicky Edwards		Started On: 08/27/2018 04:39 PM
Final Approval Date: 08/30/2018		

PSI Project Number: WC-0425
FY 2019 Budget – Road Bond Program
WilCo Planning, Design & Program Management GEC

ANNUAL FISCAL YEAR WORK AUTHORIZATION NUMBER 6

This Work Authorization is made as of this 1st day of October, 2018, under the terms and conditions established in the Agreement for Engineering Services (General Engineering Consultant (GEC) – Program Management, Planning & Design Services), dated May 13, 2014 (the Agreement), between Williamson County, Texas (County) and Prime Strategies, Inc. (PSI). This Annual Fiscal Year Work Authorization is made for the following purpose, consistent with the Project defined in the Agreement:

Manage design consultants, agency reviews and approval, construction lettings, and budget/contract controls for FY2013 Road Bond Projects.

Section A. - Scope of Services

A.1. PSI shall perform the following Services:

See attached Exhibit B

A.2. The following Services are not included in this Annual Fiscal Year Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by the County:

Not Applicable

A.3. In conjunction with the performance of the foregoing Services, PSI shall provide the following submittals/deliverables (Documents) to County:

Monthly reports and other reports, memorandum, etc. identified in the Scope of Services

Section B. – Applicable Period and Schedule

This Annual Fiscal Year Work Authorization shall be effective as of the date of the last party's execution below and continue until September 30, 2019. PSI shall perform the Services and deliver the related Documents (if any) according to the following schedule:

October 1, 2018 – September, 30, 2019

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, County shall pay to PSI the not-to-exceed amount of $2,995,620.00, payable according to the Rate Schedule and terms of the Agreement.

C.2. Compensation for Additional Services (if any) shall be paid by County to PSI according to the Rate Schedule and terms of the Agreement.

Section D. - County's Responsibilities

County shall perform and/or provide the following in a timely manner so as not to delay the Services of PSI. Unless otherwise provided in this Annual Fiscal Year Work Authorization, County shall bear all costs incident to compliance with the following:

Not Applicable

Section E. - Other Provisions

The parties agree to the following provisions with respect to this specific Annual Fiscal Year Work Authorization:

Not Applicable

IN WITNESS WHEREOF, the County and PSI have executed this Annual Fiscal Year Work Authorization.

Williamson County, Texas (County)	Prime Strategies, Inc. (PSI)
By: _____	By: _____
Name: Dan A. Gattis	Name: Michael J. Weaver
Title: County Judge	Title: President
Date: _____, 20____	Date: August 22, 2018

EXHIBIT B

SCOPE OF SERVICES TO BE PROVIDED BY PSI

The services to be performed by PSI under this Agreement shall consist of providing management services required to initiate and monitor production of contract documents for the projects in the 2013 Road Bond Program.

PSI shall furnish all materials required to perform the services specified below.

1. Identify specific program activities and update/modify bond program organizational and management documents, agreements, process.
2. Meet with Commissioners and County staff to identify priority projects.
3. Develop cost estimates, cash flow schedules, and implementation schedules for priority projects.
4. Work with the County financial advisor and County Auditor to determine the appropriate dollar amount for the bond issues including, as necessary, materials for the official statement and bond rating agencies.
5. Prepare Letters of Interest (LOI's), Request for Qualifications (RFQ's) and Requests for Proposals (RFP's) for project consultants and other professional services.
6. Assist in requesting qualification statements from firms for services.
7. Assist in pre-qualifying firms for review and consideration by the Commissioners Court for the road improvement projects and related activities.
8. Update the Williamson County Transportation website, as appropriate; assist in developing a new public information website focusing on the County's overall transportation improvement program.
9. Assist the County in developing public information strategies for the specific transportation project and for each of the road construction components. This would include items such as creation of a full-project multi-media presentation, regular newsletters, targeted project presentations, seminars, town meetings, trade show exhibits, school exhibits, library exhibits, educational materials, websites (updates, as well), maps, informational pieces keyed to each road project, graphics and other exhibits, as needed.
10. Meet with TxDOT and other local, State and Federal agency representatives, as required, to review proposed improvement programs for Williamson County and identify projects the County can facilitate and expedite. Prepare documentation for developing Advance

Funding Agreements between Williamson County and other entities for designed "partnering" projects.

11. Review all State and Federal funding programs to identify "partnering" opportunities. Assist in preparing/presenting program/funding proposals.

12. Assist the County Auditor in updating the financial procedures, programs, and support documents to manage and monitor the bond program expenditures and cash flows.

13. Update as necessary the standardized professional service agreement (PSA) and construction contracts for bond program activities.

14. Assist County staff, County Commissioners, key construction management and construction personnel with information for appearances and presentations to elected officials, government bodies, Capital Area Metropolitan Planning Organization (CAMPO), service organizations, chambers of commerce, neighborhood groups, school groups, various citizen groups, church groups, etc.

15. Amend and update, in coordination with the Commissioners Court and County staff, the Long Range Transportation Plan.

16. Coordinate and schedule ground-breaking activities, milestone presentation announcements and press conferences within the affected areas, or in a particular city or specific focus area. This would include the design, scripting, and production of materials and exhibits for the individual meetings.

17. Assist in planning meetings and neighborhood notifications to the area, the affected cities, etc. through personalized invitations, telephone contact or other means that would insure proper notification to promote full citizen involvement.

18. Update and modify all project signage for all of the county and state road projects in the county.

19. Assist the Right-of-Way acquisition team, as necessary, in the coordination of acquisitions services and the timely acquisition of right-of-way for road bond projects and state highways. This would include providing preliminary cost estimates and a priority acquisition schedule.

20. Coordinate and assist the Environmental Permitting consultants in developing a comprehensive mitigation program for County road bond projects. Coordinate environmental activities with design engineers, project permitting, route/alignment issues, and right-of-way acquisition.

21. Assist in preparation of Interlocal Agreements with Cities partnering with the County to jointly fund and construct projects identified in the 2013 Road Bond election. Monitor City activities, schedules, and invoices as necessary.

22. Provide engineering program activities related to establishing the systems and procedures to implement the design and construction of road bond projects. Including:
    a) Meet and coordinate with various entities to establish goals, constraints, priorities, and responsibilities.
    b) Prepare a Master Schedule for the Road Bond Program, including planning activities, design, right-of-way acquisition and construction phases. The Master Schedule will be updated monthly throughout the duration of the program.
    c) Develop and maintain a filing system to include program management materials, planning documents, design documents, right-of-way documents, and bid documents.
    d) Maintain Bond Program Standard Procedures Manual.
    e) Maintain Bond Program Standard Forms.
    f) Maintain Bond Program Engineering Design Criteria.
    g) Maintain Bond Program Plan Preparation Criteria.
    h) Maintain Bond Program Standards for CADD and CADD procedures.
    i) Review available Standard Detail sheets for County road projects, and revise, as necessary. Update Standard Detail sheets, as needed.
    j) Review existing Construction Specifications and revise, as necessary. Create new /Construction Specifications, as needed.
    k) Review existing Williamson County Bid Package Documents and revise, as necessary.

23. Manage the Geotechnical Investigations, including creation of a Program Geotechnical Plan, develop contracts for geotechnical firms, and review and disseminate results from the geotechnical investigations. This would include providing and/or reviewing pavement design for all county road projects.

24. Provide expert witness assistance in right-of-way acquisition cases and other technical assistance, as requested, in legal matters relating to the Bond Program activities.

25. Manage and oversee design and survey firm activities, including but not limited to:
    a) Aerial photography
    b) Benchmark and project control data
    c) Profile of existing structures, right-of-way, driveways, drainage channels, and utilities

26. Manage and oversee the preparation of final engineering design activities and preparation of construction documents including but not limited to:
    a) Review scope of work for each road project.

b) Review reasonableness of engineering fee estimate for each project.
c) Assist Client in negotiation of contracts with selected firms.
d) Conduct kick-off meeting with project firm/team.
e) Review QA/QC plans submitted by design firms for conformance with County requirements.
f) Perform design reviews, including constructability reviews, in accordance with the Bond Program Procedures Manual.
g) Review invoices, as requested.
h) Conduct a maximum of six (6) progress meetings per project, and conduct in-house audits of project consultant activities on a monthly basis.
i) Oversee submission of plans to local governments, TxDOT, Texas Turnpike Authority, and Texas Commission on Environmental Quality (TCEQ), as required.
j) Provide project close-out, including obtaining and filing final design files received from design engineer once project construction is completed.

27. Conduct as necessary, a constructability review and provide a value engineering services for projects outside of scope and budget.

28. Provide bid phase and construction phase services including, but not limited to:
    a) Coordinate the preparation of the bid documents.
    b) Facilitate the pre-bid conference.
    c) Coordinate and approve the preparation and distribution of addenda.
    d) Coordinate with TxDOT as necessary to verify the prequalification and bidding capacity of contractors requesting bid proposal documents for projects on state highway system or utilizing federal funding, including reimbursements.
    e) Attend the bid opening, perform bid analysis and recommend award to the successful bidder.
    f) Coordinate the preparation of the contract documents.
    g) Facilitate the pre-construction conference.
    h) Prepare and issue project documentation throughout the duration of the project.
    i) Coordinate with adjacent property owners, other agencies, and affected entities regarding construction schedule and impacts, or as needed.
    j) Perform construction observation and documentation, and provide on-site manpower (PSI staff or subconsultants) on an as-needed basis to oversee construction of the projects.
    k) Review and evaluate contractor's construction schedule.
    l) Receive and process submittals.
    m) Attend weekly construction progress meetings and prepare and issue construction update reports.
    n) Prepare and issue traffic control notifications to affected entities.
    o) Perform and document traffic control and SW3P inspections.
    p) Receive and review QC test results, and oversee the independent testing firms.

q) Assist the county in documentation of the DBE program.
r) Prepare and process RFIs and Change Orders when necessary.
s) Review and approve monthly construction pay applications.
t) Negotiate Change Orders and claims, as needed.
u) Receive warranty bond from Contractor and perform quarterly warranty inspections and reports during the warranty period.
v) Provide project close-out, including obtaining and filing final record drawings received from Contractor, once project construction is completed.

29. Implement and maintain ProjectWise service with Internet project database to facilitate project management and coordination efforts.

GENERAL MONTHLY ACTIVITIES

The following is a summary of general monthly activities and work tasks.

PROGRAM ADMINISTRATION

- Review/approve/process construction payments
- Review/approve/process design consultant invoices
- Review/approve/process miscellaneous consultant invoices (environmental, geotechnical, surveying, construction observer, etc.)
- Review/approve/process utility company invoices
- Approve and Process Professional Services Agreements (PSA's)
- Present design contracts to Commissioners Court
- Negotiate PSA Scope and Fee
- Approve and Process Work Authorizations
- Review/approve/process construction change orders
- Review monthly budget reports, track expenditures, program budget amendments
- Advertise and review bids for County Road Bond Construction Projects

PROGRAM MANAGEMENT

- Ongoing meetings and phone calls with the County Judge, Commissioners, and Staff to review the road bond projects, development schedules, and cost estimates for priority projects;
- Meetings with TxDOT senior staff and local government officials on specific projects, right-of-way issues, utility costs, right-of-way, and proposed rules;
- Meetings with TxDOT, Commissioners and Road Bond Team to develop project funding and review /process Advance Funding Agreement (AFA);
- Attend Commissioners Court meetings, Executive Sessions, and road bond work sessions;

- Prepare budgets and related materials for Commissioners Court meetings and works sessions;
- Provide construction oversight and coordinate all bid awards, pre-construction meetings, and contractor work authorizations;
- Prepare correspondence for the Judge, Commissioners, and County Staff;
- Update 2006 and 2013 road bond project schedules and cash flows and meet with the County Auditor and financial advisors;
- Monitor and Update Road Bond Website;
- Meetings/Phone Calls/E-Mails with the Road Bond Team

ROAD BOND PROJECTS

- Meet with Commissioners on Specific road bond projects;
- Meet with TxDOT, Cities, Property Owners, Stakeholders on specific road bond projects;
- Meet with Project Engineers on County projects to assess status, right-of-way/utility issues, budget, and schedule plan review;
- Meetings with utility providers, coordination and preparation for utility relocation services on individual road bond projects;
- Meetings with environmental consultants on specific road bond projects.

EXHIBIT C

PRIME STRATEGIES, INC.
RATE SCHEDULE

Classification	Hourly Billing Rate	
	2017	2018
Principal	$299.66	$306.55
Senior Engineer	$289.14	$295.79
Project Manager	$157.71	$161.34
Planner	$131.43	$134.45
Administrative Support	$105.14	$107.56

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

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

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

May 25, 2018

Pamela Navarrette
Assistant Financial Director
Williamson County Auditor
710 S. Main Street
Suite 301
Georgetown, TX 78626

Ms. Navarrete,

Per our Agreement, effective May 14, 2014, with Williamson County as the Road Bond Program General Engineering Consultant for Program Management, Planning & Design Services, Prime Strategies respectfully requests to begin use of the new 2018 Rates presented in Exhibit C, attached hereto.

This request for rate adjustment is in accordance with the Agreement whereas the Consumer Price Index (CPI) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100) has substantially moved higher and the product of the variances of the CPIs results in a 2.3% increase from our 2017 Rates. This is further summarized with backup documentation included in Exhibit C.

We will begin applying the 2018 Rates on our next invoice to Williamson County. We sincerely value our long-standing relationship with Williamson County. Should there be any questions or concerns with this request please do not hesitate to contact me at 512-751-1114 or Marie Walters at 512-299-7351.

Thank you,

Michael J. Weaver
President
Prime Strategies, Inc.

Cc: Robert B. Daigh, P.E., WilCo Senior Director of Infrastructure
Richard Ridings, P.E., HNTB
Christen Eschberger, P.E., HNTB

PRIME
STRATEGIES,
INC.

1508 S. Lamar Blvd.

Austin, Texas 78704

Voice 512.445.7074

EXHIBIT C

PRIME STRATEGIES, INC.
RATE SCHEDULE

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	2017	2018
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Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

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

Summary of Changes to CPI

Month	Year	CPI
Mar*	2017	236.154
Mar	2018	241.595
Variance		5.441
% Variance (escalation)		**2.30%**

* Rates requested May 31, 2017

Table 11. Consumer Price Index for All Urban Consumers (CPI-U): Regions[1], by expenditure category and commodity and service group

(1982-84=100, unless otherwise noted)

Item and group	Northeast			Midwest			South			West		
	Index	Percent change from—		Index	Percent change from—		Index	Percent change from—		Index	Percent change from—	
	Mar. 2017	Mar. 2016	Feb. 2017	Mar. 2017	Mar. 2016	Feb. 2017	Mar. 2017	Mar. 2016	Feb. 2017	Mar. 2017	Mar. 2016	Feb. 2017
Expenditure category												
All items	258.510	2.2	-0.1	228.824	1.9	0.1	236.154	2.2	0.0	252.949	3.1	0.3
All items (December 1977=100)	407.074	-	-	372.309	-	-	383.075	-	-	408.878	-	-
Food and beverages	253.636	.6	.3	240.842	.4	.1	246.783	.2	.0	254.373	1.0	.3
Food	253.654	.6	.3	240.830	.3	.1	247.977	.1	.0	254.222	.9	.3
Food at home	244.742	-.6	.2	225.919	-.8	.2	236.434	-1.2	-.1	246.208	-.7	.4
Food away from home	270.806	2.5	.4	264.553	2.1	.1	268.034	1.9	.0	264.355	3.2	.2
Alcoholic beverages	252.397	.1	.2	245.680	.4	.0	229.795	1.4	.4	253.051	2.2	-.1
Housing	273.929	2.5	.0	219.759	2.2	.0	229.760	2.8	.2	273.365	4.5	.2
Shelter	339.145	2.7	.1	260.312	2.5	.1	263.164	3.0	.2	313.379	5.2	.3
Rent of primary residence [2]	340.886	2.7	.2	259.587	2.6	.2	272.416	3.4	.1	329.966	5.6	.3
Owners' equivalent rent of residences [2 3]	351.089	2.6	.0	264.395	2.7	.2	265.005	3.0	.2	328.605	5.4	.2
Owners' equivalent rent of primary residence [2 3]	350.803	2.6	.0	264.370	2.7	.2	264.997	3.0	.2	328.622	5.4	.2
Fuels and utilities	216.094	4.5	-1.0	217.084	3.8	-.6	230.947	4.0	-.2	265.956	3.4	-.1
Household energy	191.099	4.9	-1.2	177.366	3.6	-.8	186.651	4.3	-.3	243.967	2.8	-.1
Energy services [2]	191.240	2.7	-1.3	164.406	3.5	-.7	186.891	4.2	-.3	245.440	2.6	-.1
Electricity [2]	196.727	-.3	-1.8	196.192	.7	.2	184.429	2.8	-.2	272.976	1.7	.2
Utility (piped) gas service [2]	166.105	11.0	.0	150.422	10.3	-2.6	187.970	14.5	-1.2	195.274	5.6	-.9
Household furnishings and operations	120.941	-1.5	.0	114.349	-1.0	.1	121.710	.2	.3	128.729	-.9	-.2
Apparel	134.409	1.2	1.5	118.906	.8	1.8	136.803	.1	2.6	121.617	.7	.7
Transportation	198.629	4.2	-.4	185.223	3.5	.7	200.798	5.2	.3	203.906	5.1	1.2
Private transportation	190.246	4.7	-.5	189.455	3.6	.7	198.933	5.5	.3	197.594	5.5	1.3
New and used motor vehicles [4]	96.036	-1.7	-.2	97.259	-2.2	.1	102.720	-1.4	.2	100.363	-1.2	.4
New vehicles	146.230	.4	-.4	139.876	-.6	-.3	155.007	.1	-.3	149.494	1.0	-.2
New cars and trucks [4 5]	101.290	.4	-.4	98.802	-.7	-.3	105.597	.2	-.3	103.836	1.0	-.2
New cars [5]	136.163	-1.0	-.8	136.562	.0	-.8	155.418	.1	-.2	146.411	.2	-.2
Used cars and trucks	145.372	-5.1	1.1	139.845	-4.6	1.0	140.126	-4.6	1.1	133.733	-4.5	1.1
Motor fuel	200.558	24.2	-1.8	206.862	17.6	2.2	194.889	19.0	.2	221.855	20.4	3.6
Gasoline (all types)	199.687	24.2	-1.8	205.745	17.6	2.2	193.873	18.9	.2	220.993	20.2	3.6
Gasoline, unleaded regular [5]	196.836	24.8	-2.0	199.746	17.7	2.3	188.910	19.2	.2	218.145	20.7	3.7
Gasoline, unleaded midgrade [5 6]	214.960	22.3	-1.2	241.431	16.7	1.5	215.624	17.4	.5	212.164	18.2	3.6
Gasoline, unleaded premium [5]	211.044	20.3	-1.1	229.830	16.9	1.6	214.939	17.2	.4	216.508	18.9	3.3
Medical care	493.595	2.9	.1	479.253	3.3	-.3	457.812	4.8	-.1	475.647	2.4	.3
Medical care commodities	392.473	2.9	.8	369.610	3.8	.3	366.357	4.7	-.6	364.078	3.6	.3
Medical care services	522.080	2.9	-.1	509.274	3.1	-.4	488.665	4.9	.1	510.971	2.0	.2
Professional services	376.736	2.3	-.1	414.303	3.6	-.3	367.257	2.0	-.3	353.935	2.4	.2
Recreation [4]	124.153	2.3	.3	121.447	2.6	.6	117.628	-.4	.0	112.930	1.5	.0
Education and communication [4]	140.972	-.8	-1.8	137.614	-1.9	-1.8	132.337	-3.5	-2.5	135.530	-2.2	-1.2
Other goods and services	475.234	3.4	.1	412.323	1.4	.0	417.968	1.6	.2	411.921	1.3	-.1
Commodity and service group												
All items	258.510	2.2	-.1	228.824	1.9	.1	236.154	2.2	.0	252.949	3.1	.3
Commodities	186.813	1.9	.1	176.752	1.1	.4	181.295	1.4	.2	180.523	1.8	.5
Commodities less food and beverages	150.254	2.8	.0	145.677	1.8	.5	150.212	2.2	.3	143.789	2.3	.6
Nondurables less food and beverages	191.696	6.7	.0	188.947	4.7	1.0	193.873	5.4	.6	183.433	5.5	1.1
Nondurables less food, beverages, and apparel	238.468	8.6	-.5	234.914	6.1	.7	229.600	7.2	-.1	227.175	7.3	1.2
Durables	103.602	-2.3	.1	103.652	-2.4	-.1	109.310	-1.7	.0	107.559	-1.9	.1
Services	327.737	2.4	-.2	282.817	2.4	-.1	291.360	2.8	.0	319.945	3.9	.2
Rent of shelter [3]	354.847	2.7	.1	267.501	2.5	.1	270.132	3.0	.2	333.584	5.3	.3
Transportation services	284.340	2.0	-.2	304.921	2.8	.5	340.274	5.9	.6	297.076	3.5	.7

See footnotes at end of table.

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods South (1982-84=100 unless otherwise noted)

Item and Group	Indexes			Percent change from-		
	Jan. 2018	Feb. 2018	Mar. 2018	Mar. 2017	Jan. 2018	Feb. 2018
Expenditure category						
All Items	239.772	241.123	241.595	2.3	0.8	0.2
All items (December 1977=100)	388.943	391.135	391.900	-	-	-
Food and beverages	249.815	249.475	249.324	1.0	-0.2	-0.1
Food	251.127	250.710	250.519	1.0	-0.2	-0.1
Food at home	238.422	237.191	236.789	0.2	-0.7	-0.2
Cereal and bakery products	279.047	276.276	275.995	-	-1.1	-0.1
Meats, poultry, fish, and eggs	241.320	241.201	243.739	-	1.0	1.1
Dairy and related products	219.988	218.805	218.319	-	-0.8	-0.2
Fruits and vegetables	289.347	284.805	278.388	-	-3.8	-2.3
Nonalcoholic beverages and beverage materials	166.650	165.709	166.521	-	-0.1	0.5
Other food at home	209.633	209.763	209.307	-	-0.2	-0.2
Food away from home	272.970	273.685	273.787	2.1	0.3	0.0
Alcoholic beverages	231.076	231.864	232.296	1.1	0.5	0.2
Housing	235.071	235.746	236.083	2.8	0.4	0.1
Shelter	270.413	270.759	271.742	3.3	0.5	0.4
Rent of primary residence(1)	281.731	282.086	282.695	3.8	0.3	0.2
Owners' equiv. rent of residences(1)(2)	272.487	272.713	273.398	3.2	0.3	0.3
Owners' equiv. rent of primary residence(1)(2)	272.479	272.703	273.392	3.2	0.3	0.3
Fuels and utilities	234.824	236.851	235.111	1.8	0.1	-0.7
Household energy	189.383	191.430	189.594	1.6	0.1	-1.0
Energy services(1)	189.240	191.340	189.503	1.4	0.1	-1.0
Electricity(1)	186.609	188.321	186.537	1.1	0.0	-0.9
Utility (piped) gas service(1)	191.208	195.804	193.767	3.1	1.3	-1.0
Household furnishings and operations	121.071	121.962	121.505	-0.2	0.4	-0.4
Apparel	128.360	134.086	140.171	2.5	9.2	4.5
Transportation	206.288	208.883	208.913	4.0	1.3	0.0
Private transportation	205.340	207.748	207.547	4.3	1.1	-0.1
New and used motor vehicles(3)	101.344	101.619	102.107	-0.6	0.8	0.5
New vehicles	153.484	153.431	153.371	-1.1	-0.1	0.0
New cars and trucks(3)(4)	104.496	104.446	104.409	-1.1	-0.1	0.0
New cars(4)	152.796	152.819	152.811	-1.7	0.0	0.0
Used cars and trucks	137.686	138.808	140.919	0.6	2.3	1.5
Motor fuel	214.278	218.976	216.548	11.1	1.1	-1.1
Gasoline (all types)	213.005	217.679	215.297	11.1	1.1	-1.1
Unleaded regular(4)	207.758	212.431	209.963	11.1	1.1	-1.2
Unleaded midgrade(4)(5)	236.213	240.797	238.916	10.8	1.1	-0.8
Unleaded premium(4)	234.324	238.486	237.098	10.3	1.2	-0.6
Motor vehicle insurance(6)	919.295	944.961	941.693	-	2.4	-0.3
Medical care	461.691	464.905	465.888	1.8	0.9	0.2
Medical care commodities	369.046	369.817	370.807	1.2	0.5	0.3
Medical care services	492.724	496.783	497.762	1.9	1.0	0.2
Professional services	357.919	362.951	366.287	-0.3	2.3	0.9
Recreation(3)	116.802	118.011	118.209	0.5	1.2	0.2
Education and communication(3)	132.601	132.438	132.027	-0.2	-0.4	-0.3
Tuition, other school fees, and child care(6)	1,301.206	1,303.153	1,295.109	-	-0.5	-0.6
Other goods and services	425.261	424.495	424.111	1.5	-0.3	-0.1
Commodity and service group						
All Items	239.772	241.123	241.595	2.3	0.8	0.2

Note: See footnotes at end of table.

Commissioners Court - Regular Session **40.**

Meeting Date: 09/04/2018

PSI WA2 Sup1 LTP Corridor Program Mgmt WC-425.2

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental No 1 to Work Authorization No 2 under Williamson County Contract between Prime Strategies, Inc. and Williamson County dated May 22, 2017 for engineering management services required for the Williamson County Long Range Transportation Plan Corridor Program.

Background

This supplemental is to extend the expiration date to December 31, 2018 only. The current Work Authorization dollar amount will remain the same.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PSI WA2 Sup1 LTP Corridor Program Mgmt WC-425.2

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/29/2018 10:57 AM
County Judge Exec Asst.	Wendy Coco	08/29/2018 12:33 PM
Form Started By: Vicky Edwards		Started On: 08/28/2018 08:14 AM
Final Approval Date: 08/29/2018		

SUPPLEMENTAL NUMBER 1
TO
BUDGET ALLOCATED WORK AUTHORIZATION NUMBER 2

This Supplemental No. 1 to Work Authorization No. 2 is made as of this 1st day of September, 2018, under the terms and conditions established in the Agreement for Engineering Services (General Engineering Consultant (GEC) – Program Management, Planning & Design Services), dated May 22, 2017 (the Agreement), between Williamson County, Texas (County) and Prime Strategies, Inc. (PSI). This Supplemental Work Authorization is made for the following purpose, consistent with the Project defined in the Agreement:

Provide engineering management services required for the Williamson County Long Range Transportation Plan (LTP) Corridor Program including manage design consultants, agency reviews and approval, construction lettings, and budget/contract controls.

Section A. - Scope of Services

A.1. PSI shall perform the following Services:

See original Exhibit B – Work Authorization #2 – No Change

A.2. The following Services are not included in this Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by the County:

Not Applicable

A.3. In conjunction with the performance of the foregoing Services, PSI shall provide the following submittals/deliverables (Documents) to County:

Monthly reports and other reports, memorandum, etc. identified in the Scope of Services

Section B. – Applicable Period and Schedule

This Supplemental Work Authorization shall be effective as of the date of the last party's execution below and continue until 12/31/2018. PSI shall perform the Services and deliver the related Documents (if any) according to the following schedule:

November 1, 2017 – December 31, 2018

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, County shall pay to PSI the not-to-exceed amount of $825,000.00 (No Change), payable according to the Rate Schedule and terms of the Agreement.

C.2. Compensation for Additional Services (if any) shall be paid by County to PSI according to the Rate Schedule and terms of the Agreement.

Section D. - County's Responsibilities

County shall perform and/or provide the following in a timely manner so as not to delay the Services of PSI. Unless otherwise provided in this Budget Allocated Work Authorization, County shall bear all costs incident to compliance with the following:

Not Applicable

Section E. - Other Provisions

The parties agree to the following provisions with respect to this specific Budget Allocated Work Authorization:

Not Applicable

IN WITNESS WHEREOF, the County and PSI have executed this Budget Allocated Work Authorization.

Williamson County, Texas (County)	Prime Strategies, Inc. (PSI)
By: _____	By: _____
Name: Dan A. Gattis	Name: Michael J. Weaver
Title: County Judge	Title: President
Date: _____ ____, 20____	Date: August 22 ____, 2018

Commissioners Court - Regular Session **41.**

Meeting Date: 09/04/2018

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 $438,000 from 2013 Road Non-Departmental (P290) to CR 258 Phase II (P256).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2013 Road Bond Transfer

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/30/2018 09:45 AM
Form Started By: Emmeline Palma		Started On: 08/30/2018 08:14 AM
Final Approval Date: 08/30/2018		

1508 S. Lamar Blvd.
Austin, Texas 78704
(512) 445-7074 voice
(512) 445-7064 fax

Prime Strategies, Inc.

Memo

To: Emmeline Palma, Williamson County Auditor's Office

Cc: Tomika Lynce, Williamson County Auditor's Office
Jolene Crist, Williamson County Contract Auditor

From: Michael J. Weaver

Date: August 29, 2018

Re: 2013 Road Bond Transfers

An outstanding PEC utility invoice is ready to be paid on the CR 258 Phase II (Sunset Ridge to Reagan Blvd) project. Please make the following transfers to the 2013 Road Bond Program budgets:

- Move $438,000.00 from P-290 2013 Unallocated to P-256 CR 258.

If you have any questions, please let me know.

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

Commissioners Court - Regular Session **42.**

Meeting Date: 09/04/2018

Real Estate Contract - Russell & Raquel Salisbury

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 Russell J. and Raquel M. Salisbury for ROW needed on CR 111, Parcel 34. Funding Source: Road Bonds P249

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Salisbury Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/30/2018 11:50 AM
Form Started By: Charlie Crossfield		Started On: 08/30/2018 11:13 AM
Final Approval Date: 08/30/2018		

REAL ESTATE CONTRACT
CR 111 Right of Way—Parcel 34

THIS REAL ESTATE CONTRACT ("Contract") is made by RUSSELL J. AND RAQUEL M. SALISBURY (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

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

All of that certain 0.866 acre (37,732 Sq. Ft.) tract of land in the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 34 Part 1**)

All of that certain 0.799 acre (34,786 Sq. Ft.) tract of land in the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 34 Part 2**)

All of that certain 0.114 acre (4,949 Sq. Ft.) tract of land in the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "C", attached hereto and incorporated herein (**Parcel 34 DE Part 1**)

All of that certain 0.034 acre (1,496 Sq. Ft.) tract of land in the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "D", attached hereto and incorporated herein (**Parcel 34 DE Part 2**)

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

ARTICLE II

PURCHASE PRICE

Purchase Price and Additional Compensation

2.01. The Purchase Price for the Property interests described in Exhibit "A" shall be the sum of SIXTY SIX THOUSAND FIVE HUNDRED EIGHTY SEVEN and 00/100 Dollars ($66,587.00).

2.1.1. As Additional Compensation for any improvements on the Property, and any damage to and/or cost to cure for the remaining property of Seller, Purchaser shall pay the sum of THIRTEEN THOUSAND FOUR HUNDRED AND THIRTEEN and 00/100 Dollars ($13,413.00).

Payment of Purchase Price and Additional Compensation

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

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

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

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

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

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

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Georgetown Title Company on or before September 17, 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 "E" attached hereto and incorporated herein.

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

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

(3) Deliver to Purchase a duly executed and acknowledged Drainage Easement conveying such interest in and to all of the Property Described in Exhibits "C & D." The Drainage Easement shall be in the form as shown in Exhibit "F", attached hereto and incorporated herein.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price and Additional Compensation.

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 party incurring same respectively.

ARTICLE VI
BREACH BY SELLER

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

ARTICLE VII
BREACH BY PURCHASER

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

ARTICLE VIII
MISCELLANEOUS

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

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

Counterparts

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

[signature pages follow]

SELLER:

Russell J. Salisbury

Address: _____

_____

Date: 8-28-2018

Raquel M. Salisbury

Address: _____

_____

Date: 8/28/18

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

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

Date: _____

REAL ESTATE CONTRACT
CR 111 Right of Way—Parcel 34

THIS REAL ESTATE CONTRACT ("Contract") is made by RUSSELL J. AND RAQUEL M. SALISBURY (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

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

All of that certain 0.866 acre (37,732 Sq. Ft.) tract of land in the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 34 Part 1**)

All of that certain 0.799 acre (34,786 Sq. Ft.) tract of land in the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 34 Part 2**)

All of that certain 0.114 acre (4,949 Sq. Ft.) tract of land in the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "C", attached hereto and incorporated herein (**Parcel 34 DE Part 1**)

All of that certain 0.034 acre (1,496 Sq. Ft.) tract of land in the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "D", attached hereto and incorporated herein (**Parcel 34 DE Part 2**)

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

EXHIBIT A

County: Williamson
Parcel: 34 (Part 1)
Highway: County Road 111 (Westinghouse Road)

PROPERTY DESCRIPTION FOR PARCEL 34 (Part 1)

BEING 0.866 of an acre (37,732 Square Feet) of land, situated in the J. McQueen Survey, Abstract No. 426, in Williamson County, Texas, said land being a portion of that certain tract of land, called 44.72 acres, as conveyed to Russell J. Salisbury and wife, Raquel M. Salisbury, by deed as recorded in Volume 2319, Page 861, of the Official Records of Williamson County, Texas. Surveyed on the ground in the month of June, 2015, under the supervision of Patrick J. Stevens, Registered Professional Land Surveyor, and being more particularly described as follows;

BEGINNING at a calculated point (Surface Coordinates determined as N=10197284.37, E=3154606.34) on the north line of County Road No. 105 for the Southeast corner of the above-referenced 44.72 acre Salisbury tract, being the Southwest corner of that certain tract of land, called 15.00 acres, as conveyed to Russell J. Salisbury and wife, Raquel M. Salisbury, by deed as recorded in Volume 2319, Page 496, of the Official Records of Williamson County, Texas, for the Southeast corner hereof;

THENCE, along the said north line of County Road No. 105, S 68°55'45" W, 491.93 feet to a calculated point for the Southwest corner of the said 44.72 acre Salisbury tract, being the Southeast corner of that certain tract of land, called 2.87 acres, as conveyed to Wallace Daniel, Jr., by deed as recorded in Volume 2314, Page 532, of the Official Records of Williamson County, Texas, for the Southwest corner hereof from which a ½-inch iron rebar found along the West line of the above-mentioned 44.72 acre Salisbury tract bears N 21°11'30" W, 407.05 feet;

THENCE, along the west line of the said 44.72 acre Salisbury tract, being the east line of the said 2.87 acre Salisbury tract, N 20°50'15" W, 74.21 feet to an iron pin set 68.00 feet left of Engineers Centerline Station 187+25.20 for the Northwest corner hereof;

THENCE, along a curve to the right, (Radius = 1,568.00 feet, Delta = 52°16'15", Long Chord bears N 67°16'15" E, 87.85 feet), an arc distance of 87.86 feet to an iron pin set 68.00 feet left of Engineers Centerline Station 188+18.51 and N 68°52'30" E, 403.55 feet to an iron pin set 68.00 feet left of Engineers Centerline Station 192+13.25 on the east line of the said 44.72 acre Salisbury tract, being the west line of the said 15.00 acre Salisbury tract, for the Northeast corner hereof;

THENCE, S 21°16'00" E, 77.12 to the Place of **BEGINNING** and containing 0.866 of an acre of land.

Note: Basis of Bearing GPS Observation Texas Central State Plane

STATE OF TEXAS

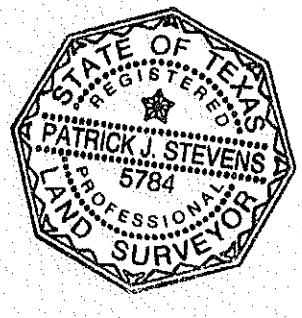
KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, Patrick J. Stevens, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described herein and is correct, to the best of my knowledge and belief.

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 4 day of October, 2016, A.D.

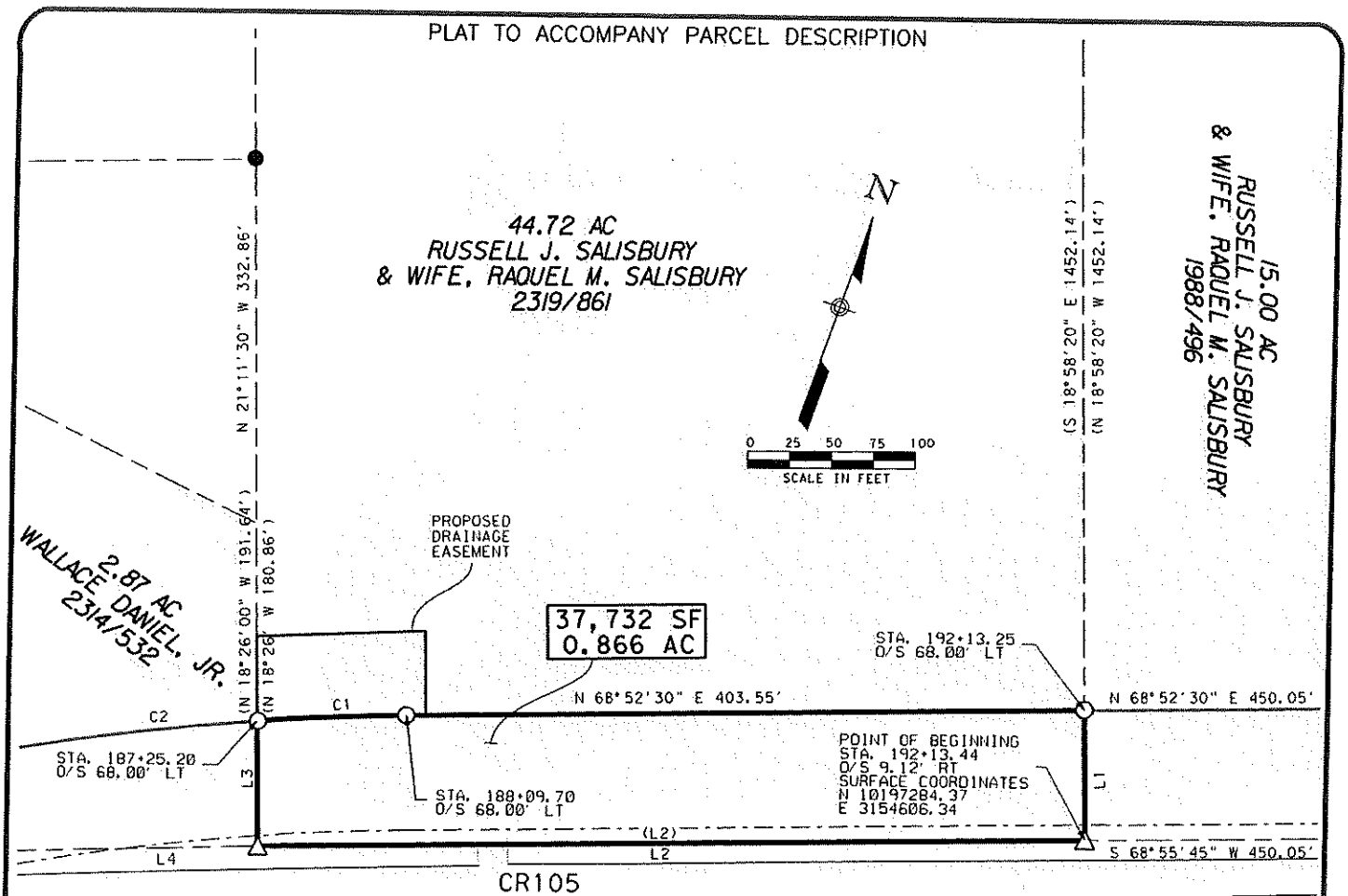
Patrick J. Stevens
Registered Professional Land Surveyor, No. 5784
State of Texas



Project No. 22009-34 Part 1

P:\22000-22999\22009 Wilco CR111 Route Study\Parcel Descriptions\Legal Description for Parcel 34, Part 1.docx

PLAT TO ACCOMPANY PARCEL DESCRIPTION



J. MCQUEEN
ABSTRACT No. 426

STEGER BIZZELL
1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
512.930.9412 STEGERBIZZELL.COM
>>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
RUSSELL J. SALISBURY & WIFE,
RAQUEL M. SLAISBURY

SCALE:	PARCEL:	PROJECT:	COUNTY:
1"=100'	34, PART 1	CR 111	WILLIAMSON

WILLIAMSON COUNTY
1848

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

- ■ TYPE I CONCRETE MONUMENT FOUND
- ◘ TYPE II MONUMENT FOUND
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- ○ 1/2" IRON REBAR SET W/ CAP STAMPED "RPLS 5784"
- ● 1/2" IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ℄ CENTER LINE
- ( ) RECORD INFORMATION
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- —/\— LINE BREAK

CODE	BEARING	DISTANCE
L1	S 21°16'00" E	77.12'
L2	S 68°55'45" W	491.93'
(L2)	S 71°48'10" W	491.88'
L3	N 21°11'30" W	74.18'
L2	S 68°16'30" W	409.17'

CODE	RADIUS	ARC	CHORD BEARING	CHORD	DELTA
C1	1,568.00'	88.32'	N 67°15'45" E	88.31'	3°13'45"
C2	1,568.00'	418.21'	N 58°01'30" E	416.97'	15°17'00"

NOTES:
ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00013.

THIS TRACT SUBJECT TO THE FOLLOWING EASEMENTS THAT CANNOT BE PLOTTED DUE TO A VAGUE DESCRIPTION(S):
1. TEXAS POWER & LIGHT COMPANY, VOL. 295, PG. 383
2. TEXAS POWER & LIGHT COMPANY, VOL. 299, PG. 408
3. TEXAS POWER & LIGHT COMPANY, VOL. 299, PG. 620
4. JONAH WATER SUPPLY CORPORATION, VOL. 563, PG. 649
5. BOUNDARY AGREEMENT, VOL. 344, PG. 99

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

STATE OF TEXAS
REGISTERED
PATRICK J. STEVENS
5784
PROFESSIONAL
LAND SURVEYOR

10/4/16

PATRICK J. STEVENS
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 5784
STATE OF TEXAS

STEGER BIZZELL
ADDRESS 1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
RATHO 512.930.9412 WEB STEGERBIZZELL.COM
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
RUSSELL J. SALISBURY & WIFE,
RAQUEL M. SLAISBURY

SCALE:	PARCEL:	PROJECT:	COUNTY:
1"=100'	34, PART 1	CR 111	WILLIAMSON

WILLIAMSON COUNTY
1848

EXHIBIT B

County: Williamson
Parcel: 34 (Part 2)
Highway: County Road 111 (Westinghouse Road)

PROPERTY DESCRIPTION FOR PARCEL 34 (Part 2)

BEING 0.799 of an acre (34,786 Square Feet) of land, situated in the J. McQueen Survey, Abstract No. 426, in Williamson County, Texas, said land being a portion of that certain tract of land, called 15.00 acres, as conveyed to Russell J. Salisbury and wife, Raquel M. Salisbury, by deed as recorded in Volume 1988, Page 496, of the Official Records of Williamson County, Texas. Surveyed on the ground in the month of June, 2015, under the supervision of Patrick J. Stevens, Registered Professional Land Surveyor, and being more particularly described as follows;

BEGINNING at a calculated point (Surface Coordinates determined as N=10197446.23, E=3155026.27) on the north line of County Road No. 105 for the Southeast corner of the above-referenced 15.00 acre Salisbury tract, being the Southwest corner of that certain tract of land, called 52.44 acres, as conveyed to La Miraj, Ltd., by deed as recorded in Volume 2055, Page 142, of the Official Records of Williamson County, Texas, for the Southeast corner hereof, from which a fence corner found for the Northwest corner of the above mentioned 15.00 acre Salisbury tract bears N 21°19'00" W, 2,771.39 feet;

THENCE, along the said north line of County Road No. 105, S 68°55'45" W, 450.05 feet to a calculated point for the Southwest corner of the said 15.00 acre Salisbury tract, being the Southeast corner of that certain tract of land, called 44.72 acres, as conveyed to Russell J. Salisbury and wife, Raquel M. Salisbury by deed as recorded in Volume 2319, Page 861, of the Official Records of Williamson County, Texas, for the Southwest corner hereof;

THENCE, along the west line of the said 15.00 acre Salisbury tract, being the east line of the said 44.72 acre Salisbury tract N 21°16'00" W, 77.12 feet to an iron pin set 68.00 feet left of Engineers Centerline Station 192+13.25 for the Northwest corner hereof;

THENCE, N 68°52'30" E, 449.98 feet to an iron pin set 68.00 feet left of Engineers Centerline Station 196+63.23 on the east line of the said 15.00 acre Salisbury tract, being the west line of the said 52.44 acre La Miraj, Ltd., tract, for the Northeast corner hereof;

THENCE, S 21°19'00" E, 77.48 feet to the Place of **BEGINNING** and containing 0.799 of an acre of land.

Note: Basis of Bearing GPS Observation Texas Central State Plane

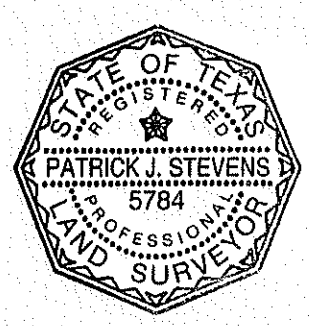
STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, Patrick J. Stevens, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described herein and is correct, to the best of my knowledge and belief.

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 4 day of October, 2016, A.D.

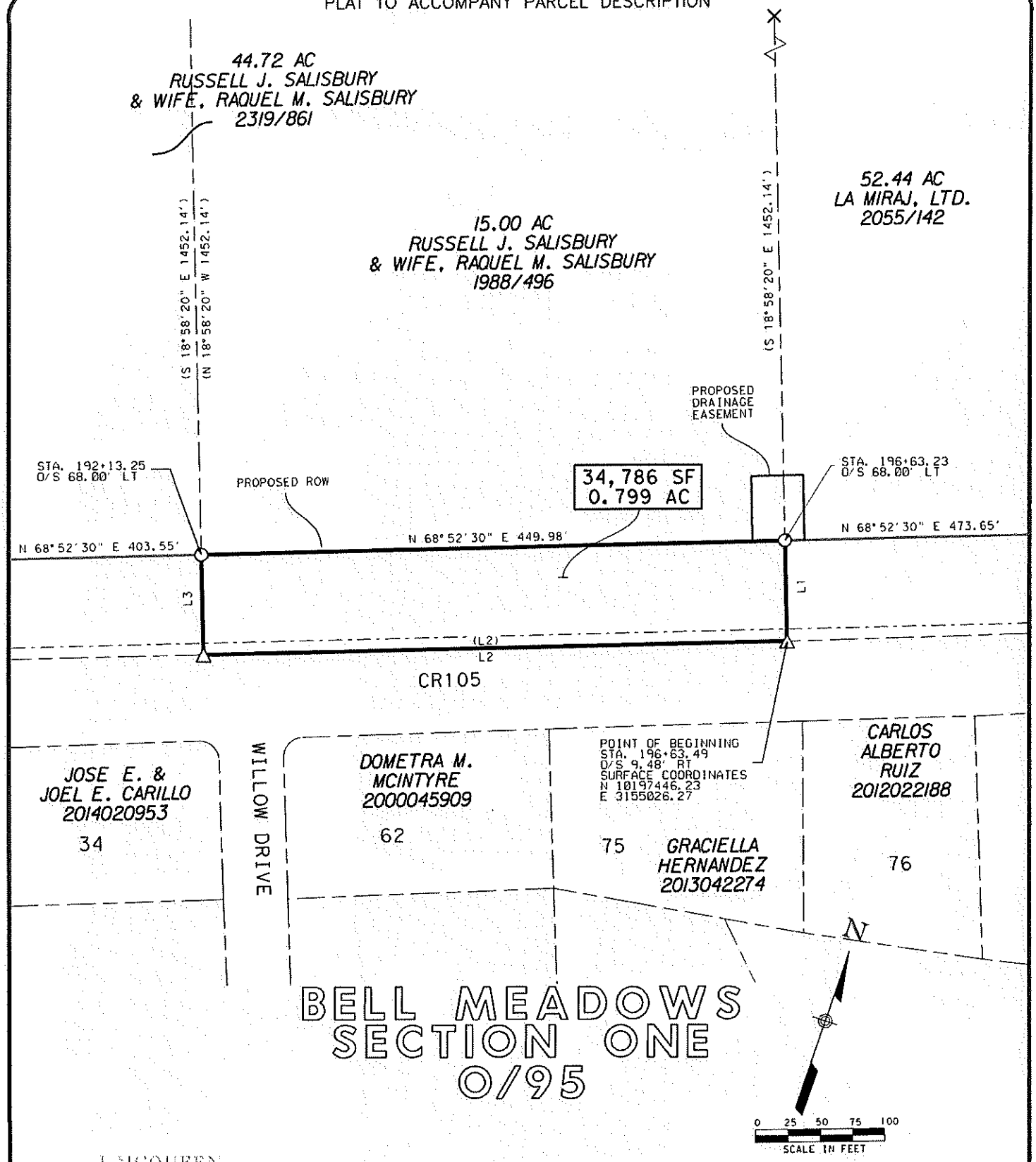


Patrick J. Stevens
Registered Professional Land Surveyor, No. 5784
State of Texas

Project No. 22009-34 Part 2

P:\22000-22999\22009 Wilco CR111 Route Study\Parcel Descriptions\Legal Description for Parcel 34, Part 2.docx

PLAT TO ACCOMPANY PARCEL DESCRIPTION



J. MCQUEEN
ABSTRACT No. 426

STEGER BIZZELL
1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
512.930.9412 STEGERBIZZELL.COM
>>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
RUSSELL J. SALISBURY & WIFE,
RAQUEL M. SLAISBURY

SCALE:	PARCEL:	PROJECT:	COUNTY:
1"=100'	34, PART 2	CR 111	WILLIAMSON

WILLIAMSON COUNTY
1848

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

- ■ TYPE I CONCRETE MONUMENT FOUND
- ◘ TYPE II MONUMENT FOUND
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- ○ 1/2" IRON REBAR SET W/ CAP STAMPED "RPLS 5784"
- ● 1/2" IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ℄ CENTER LINE
- ( ) RECORD INFORMATION
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- LINE BREAK
- × FENCE CORNER

CODE	BEARING	DISTANCE
L1	S 21°19'00" E	77.48'
L2	S 68°55'45" W	450.05'
(L2)	S 71°48'10" W	450.00
L3	N 21°16'00" W	77.12'

NOTES:
ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00013.

THIS TRACT SUBJECT TO THE FOLLOWING EASEMENTS THAT CANNOT BE PLOTTED DUE TO A VAGUE DESCRIPTION(S):
1. TEXAS POWER & LIGHT COMPANY, VOL. 295, PG. 383
2. TEXAS POWER & LIGHT COMPANY, VOL. 299, PG. 408
3. TEXAS POWER & LIGHT COMPANY, VOL. 299, PG. 620
4. JONAH WATER SUPPLY CORPORATION, VOL. 563, PG. 649
5. TEXAS UTILITIES ELECTRIC COMPANY, VOL. 2024, PG. 571

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

STATE OF TEXAS
REGISTERED
PATRICK J. STEVENS
5784
PROFESSIONAL
LAND SURVEYOR

10-4-16

PATRICK J. STEVENS
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 5784
STATE OF TEXAS

STEGER BIZZELL
1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
512.930.9412 STEGERBIZZELL.COM
>>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
RUSSELL J. SALISBURY & WIFE,
RAQUEL M. SLAISBURY

SCALE:	PARCEL:	PROJECT:	COUNTY:
1"=100'	34, PART 2	CR 111	WILLIAMSON

WILLIAMSON COUNTY
1848

EXHIBIT C

County: Williamson
Parcel: 34DE, Part 1
Highway: County Road 111 (Westinghouse Road)

PROPERTY DESCRIPTION FOR PARCEL 34DE, Part 1

BEING a 0.114 of one acre parcel (4,949 Square Feet) of land, situated in the J. McQueen Survey, Abstract No. 426, in Williamson County, Texas, being a portion of a called 44.72 acre tract described in a Special Warranty Deed with Vendor's Lien to Russell J. Salisbury and wife, Raquel M. Salisbury, recorded in Volume 2319, Page 861, of the Official Records of Williamson County, Texas. Said 0.114 of one acre parcel being more particularly described as follows:

COMMENCING at a 1/2-inch iron rebar with cap stamped "RPLS 5784" set (Surface Coordinates = N: 10197356.24, E: 3154578.36) in the East line of said 44.72 acre tract and the West line of a called 15.00 acre tract of land described in a Special Warranty Deed to Russell J. Salisbury and wife, Raquel M. Salisbury, recorded in Volume 1988, Page 496 of said Official Records, also being in the proposed Northwesterly right-of-way line of County Road No. 105, said 1/2-inch iron rebar with cap set being 68.00 feet left of and at a right angle to Engineers Centerline Station 192+13.25, from which a 1/2-inch iron rebar with cap stamped "RPLS 5784" set in the East line of said 15.00 acre tract and said proposed Northwesterly right-of-way line of County Road No. 105, bears North 68°52'30" East a distance of 449.98 feet;

THENCE over and across said 44.72 acre tract and along said proposed Northwesterly right-of-way line of County Road No. 105, the following three (3) courses and distances:

1. South 68°52'30" West a distance of 391.83 feet to the Southeast corner and **POINT OF BEGINNING** (Surface Coordinates = N: 10197215.03, E: 3154212.86) of the herein described tract, said corner being 68.00 feet left of and at a right angle to Engineers Centerline Station 188+21.42;

2. **South 68°52'30" West** a distance of **11.72** feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for a Point of Curvature of a curve to the left; and

3. Southwesterly along the arc of said curve to the left having a radius of **1568.00** feet, an arc length of **88.32** feet, a delta angle of **03°13'45"**, and a chord which bears **South 67°15'45" West** a distance of **88.31** feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set in the West line of said 44.72 acre tract and the East line of a called 2.87 acre tract of land described in a General Warranty Deed to Wallace Daniel, Jr., recorded in Volume 2314, Page 532 of said Official Records;

THENCE **North 21°11'30" West** departing said proposed Northwesterly right-of-way line of County Road No. 105, along said West line of the 44.72 acre tract and said East line of the 2.87 acre tract, a distance of **50.00** feet to the Northwest corner of the herein described tract, from which

a 1/2-inch iron rebar found for the Northeast corner of the remainder portion of a called 30.00 acre tract of land described in a Special Warranty Deed with Vendor's Lien to Wallace D. Daniel, Jr., recorded in Volume 2369, Page 611 of said Official Records, being the Southeast corner of a called 6.60 acre tract of land described in a General Warranty Deed to Robert R. Thompson and wife, Deanna R. Thompson, recorded in Document No. 1999055611 of the Official Public Records of Williamson County, Texas, and being in said West line of the 44.72 acre tract, bears North 21°11'30" West a distance of 282.86 feet;

THENCE over and across said 44.72 acre tract, the following two (2) courses and distances:

1. **North 67°27'00" East** a distance of **100.03** feet to the Northeast corner of the herein described tract; and

2. **South 21°11'30" East** a distance of **50.00** feet to the **POINT OF BEGINNING** and containing 0.114 of one acre of land more or less.

All bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System, Central Zone, NAD83 (2011 Adjustment), referenced to the Leica Smartnet Network. Coordinates and distances shown hereon are surface values represented in U.S. Survey Feet. The project grid-to-surface combined adjustment factor is 1.00013.

This property description is accompanied by a separate plat of even date.

STATE OF TEXAS

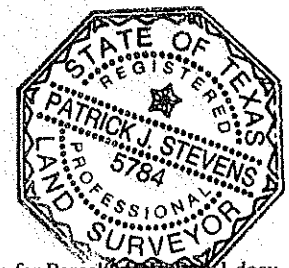
KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

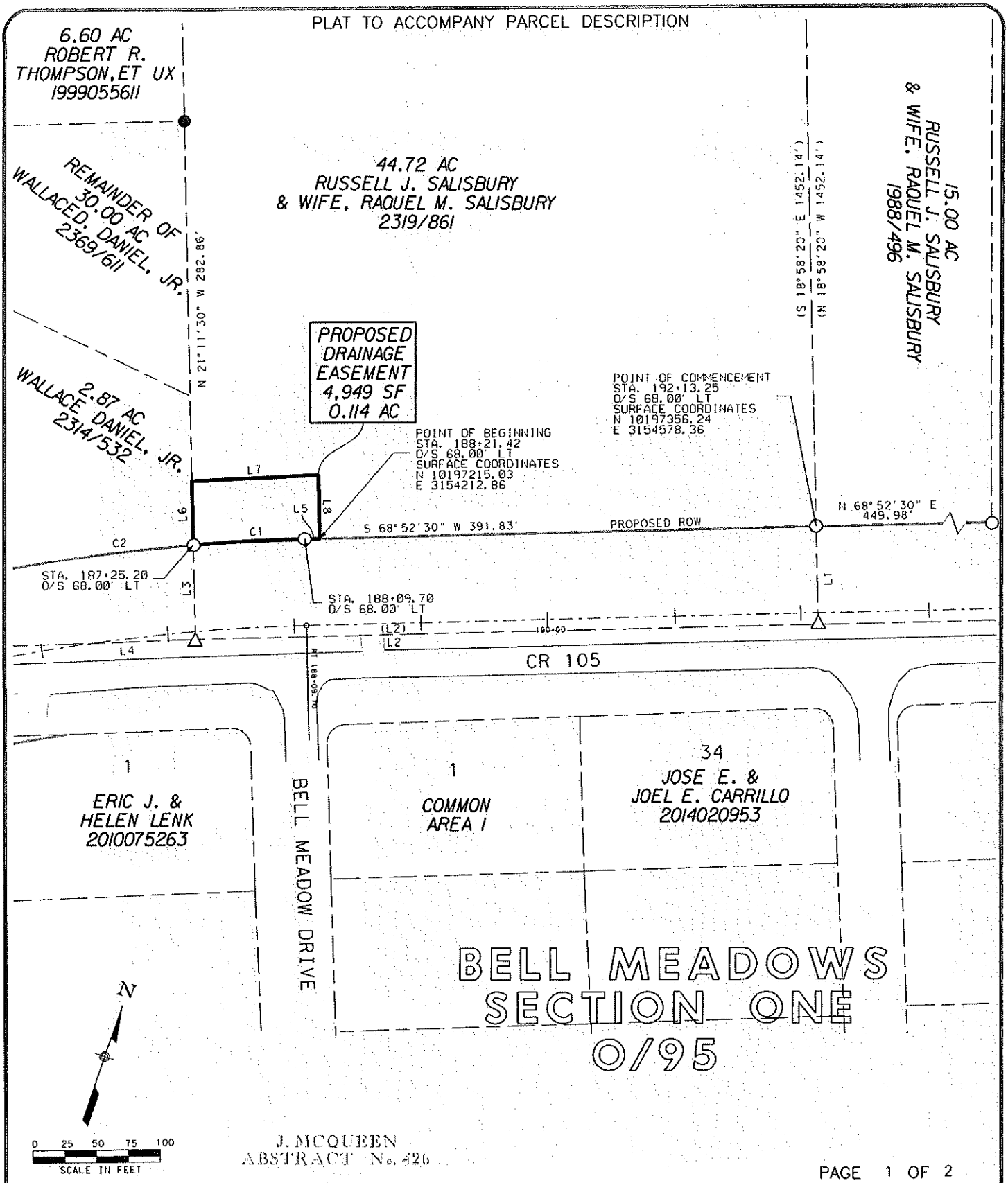
I, Patrick J. Stevens, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described herein under my supervision and is correct, to the best of my knowledge and belief.

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 15 day of December, 2016, A.D.

Patrick J. Stevens
Registered Professional Land Surveyor, No. 5784
State of Texas



PLAT TO ACCOMPANY PARCEL DESCRIPTION



J. MCQUEEN
ABSTRACT No. 426

STEGER BIZZELL
1978 S. AUSTIN AVENUE | GEORGETOWN, TX 78626
512.930.9412 | STEGERBIZZELL.COM
>>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
RUSSELL J. SALISBURY & WIFE,
RAQUEL M. SALISBURY

SCALE:	PARCEL:	PROJECT:	COUNTY:
1"=100'	34DE, PART 1	CR 111	WILLIAMSON

WILLIAMSON COUNTY
1848

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

- ■ TYPE I CONCRETE MONUMENT FOUND
- ◘ TYPE II MONUMENT FOUND
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- ○ 1/2" IRON REBAR SET W/ CAP STAMPED "RPLS 5784"
- ● 1/2" IRON REBAR FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ℄ CENTER LINE
- ( ) RECORD INFORMATION
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- LINE BREAK
- × FENCE CORNER

CODE	BEARING	DISTANCE
L1	S 21°16'00" E	77.12'
L2	S 68°55'45" W	491.93'
(L2)	S 71°48'10" W	491.88'
L3	N 20°50'15" W	74.21'
L4	S 68°16'30" W	409.17'
L5	S 68°52'30" W	11.72'
L6	N 21°11'30" W	50.00'
L7	N 67°27'00" E	100.03'
L8	S 21°11'30" E	50.00'

CODE	RADIUS	ARC	CHORD BEARING	CHORD	DELTA
C1	1,568.00'	88.32'	S 67°15'45" W	88.31'	3°13'45"
C2	1,568.00'	417.75'	S 58°01'00" W	416.52'	15°16'00"

NOTES:
ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00013.

THIS TRACT SUBJECT TO THE FOLLOWING EASEMENTS THAT CANNOT BE PLOTTED DUE TO A VAGUE DESCRIPTION(S):
1. TEXAS POWER & LIGHT COMPANY, VOL. 295, PG. 383
2. TEXAS POWER & LIGHT COMPANY, VOL. 299, PG. 408
3. TEXAS POWER & LIGHT COMPANY, VOL. 299, PG. 620
4. JONAH WATER SUPPLY CORPORATION, VOL. 563, PG. 649
5. BOUNDARY AGREEMENT, VOL. 344, PG. 99

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

STATE OF TEXAS
REGISTERED
PATRICK J. STEVENS
5784
PROFESSIONAL
LAND SURVEYOR

12-15-16

PATRICK J. STEVENS
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 5784
STATE OF TEXAS

STEGER BIZZELL
1978 S. AUSTIN AVENUE | GEORGETOWN, TX 78626
512.930.9412 | STEGERBIZZELL.COM
>>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
RUSSELL J. SALISBURY & WIFE,
RAQUEL M. SALISBURY

SCALE:	PARCEL:	PROJECT:	COUNTY:
1"=100'	34DE, PART 1	CR 111	WILLIAMSON

WILLIAMSON COUNTY
1848

EXHIBIT D

County: Williamson
Parcel: 34DE, Part 2
Highway: County Road 111 (Westinghouse Road)

PROPERTY DESCRIPTION FOR PARCEL 34DE, Part 2

BEING a 0.034 of one acre parcel (1,496 Square Feet) of land, situated in the J. McQueen Survey, Abstract No. 426, in Williamson County, Texas, being a portion of a called 15.00 acre tract of land described in a Special Warranty Deed to Russell J. Salisbury and wife, Raquel M. Salisbury, recorded in Volume 1988, Page 496 of the Official Records of Williamson County, Texas. Said 0.034 of one acre parcel being more particularly described as follows:

BEGINNING at a 1/2-inch iron rebar with cap stamped "RPLS 5784" set (Surface Coordinates = N: 10197518.41 E: 3154998.11) in the East line of said 15.00 acre tract and the West line of the remainder portion of a called 52.44 acre tract of land described in a Warranty Deed to La Miraj, LTD., recorded in Volume 2055, Page 142 of said Official Records, also being in the proposed Northwesterly right-of-way line of County Road No. 105, said 1/2-inch iron rebar with cap set being 68.00 feet left of and at a right angle to Engineers Centerline Station 196+63.23, from which a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for a Point of Curvature in said proposed Northwesterly right-of-way line of County Road No. 105, bears North 68°52'30" East a distance of 473.65 feet;

THENCE **South 68°52'30" West** over and across said 15.00 acre tract and along said proposed Northwesterly right-of-way line of County Road No. 105, a distance of **30.00** feet to the Southwest corner of the herein described tract, said point being 68.00 feet left of and at a right angle to Engineers Centerline Station 196+18.23, from which a 1/2-inch iron rebar with cap stamped "RPLS 5784" set in the West line of said 15.00 acre tract and the East line of a called 44.72 acre tract described in a Special Warranty Deed with Vendor's Lien to Russell J. Salisbury and wife, Raquel M. Salisbury, recorded in Volume 2319, Page 861, of said Official Records, also being in said proposed Northwesterly right-of-way line of County Road No. 105, bears South 68°52'30" West a distance of 404.98 feet;

THENCE departing said proposed Northwesterly right-of-way line of County Road No. 105, continuing over and across said 15.00 acre tract, the following two (2) courses and distances:

1. **North 21°07'30" West** a distance of **50.00** feet to the Northwest corner of the herein described tract; and

2. **North 68°52'30" East** a distance of **29.83** feet to said East line of the 15.00 acre tract and said West line of the remainder portion of the 52.44 acre tract;

THENCE **South 21°19'00" East** along said East line of the 15.00 acre tract and said West line of the remainder portion of the 52.44 acre tract, a distance of **50.00** feet to the **POINT OF BEGINNING** and containing 0.034 of one acre of land more or less.

All bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System, Central Zone, NAD83 (2011 Adjustment), referenced to the Leica Smartnet Network. Coordinates and distances shown hereon are surface values represented in U.S. Survey Feet. The project grid-to-surface combined adjustment factor is 1.00013.

This property description is accompanied by a separate plat of even date.

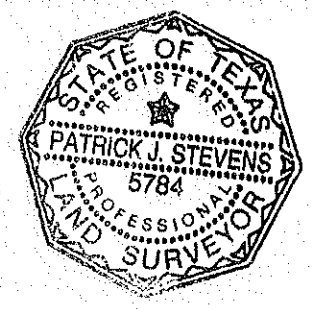
STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, Patrick J. Stevens, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described herein under my supervision and is correct, to the best of my knowledge and belief.

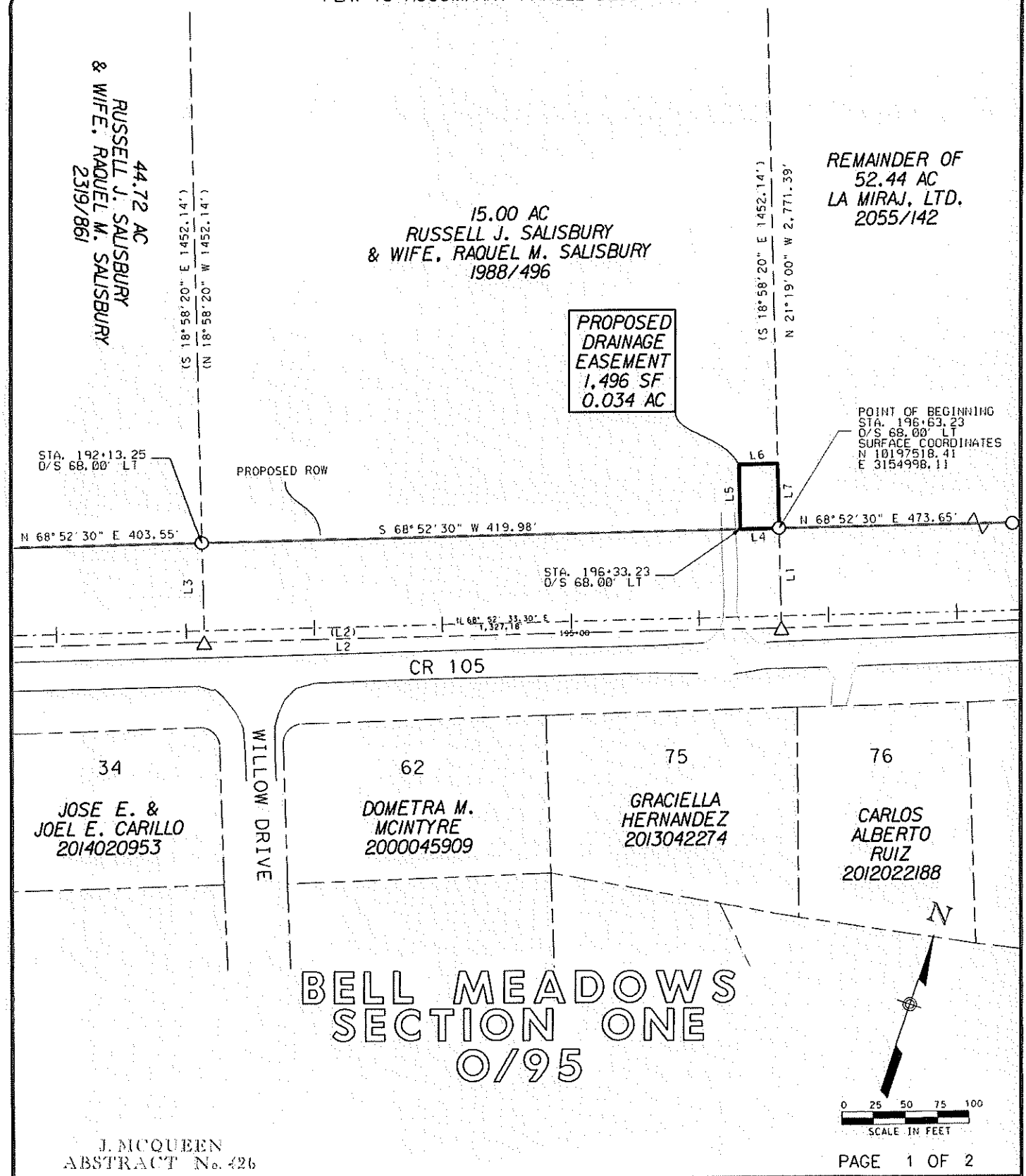
To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 15 day of December, 2016, A.D.



Patrick J. Stevens
Registered Professional Land Surveyor, No. 5784
State of Texas

P:\22000-22999\22009 Wilco CR111 Route Study\Parcel Descriptions\Legal Description for Parcel 34DE, Part 2.docx

PLAT TO ACCOMPANY PARCEL DESCRIPTION



J. MCQUEEN
ABSTRACT No. 426

STEGER BIZZELL
1978 S. AUSTIN AVENUE | GEORGETOWN, TX 78626
512.930.9412 | STEGERBIZZELL.COM
>>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
RUSSELL J. SALISBURY & WIFE,
RAQUEL M. SALISBURY

SCALE:	PARCEL:	PROJECT:	COUNTY:
1"=100'	34DE, PART 2	CR 111	WILLIAMSON

WILLIAMSON COUNTY
1848

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

- ■ TYPE I CONCRETE MONUMENT FOUND
- ◘ TYPE II MONUMENT FOUND
- ◉ 1/2" IRON PIPE FOUND UNLESS NOTED
- ○ 1/2" IRON REBAR SET W/ CAP STAMPED "RPLS 5784"
- ● 1/2" IRON REBAR FOUND UNLESS NOTED
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- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- LINE BREAK
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CODE	BEARING	DISTANCE
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L2	S 68°55'45" W	450.05'
(L2)	S 71°48'10" W	450.00
L3	N 21°16'00" W	77.12'
L4	S 68°52'30" W	30.00'
L5	N 21°07'30" W	50.00'
L6	N 68°52'30" E	29.83'
L7	S 21°19'00" E	50.00'

NOTES:
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THIS TRACT SUBJECT TO THE FOLLOWING EASEMENTS THAT CANNOT BE PLOTTED DUE TO A VAGUE DESCRIPTION(S):
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2. TEXAS POWER & LIGHT COMPANY, VOL. 299, PG. 408
3. TEXAS POWER & LIGHT COMPANY, VOL. 299, PG. 620
4. JONAH WATER SUPPLY CORPORATION, VOL. 563, PG. 649
5. TEXAS UTILITIES ELECTRIC COMPANY, VOL. 2024, PG. 571

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12-15-16

PATRICK J. STEVENS
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 5784
STATE OF TEXAS

STATE OF TEXAS
REGISTERED
PATRICK J. STEVENS
5784
PROFESSIONAL
LAND SURVEYOR

STEGER BIZZELL
ADDRESS 1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
METRO 512.930.9412 WEB STEGERBIZZELL.COM
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
RUSSELL J. SALISBURY & WIFE,
RAQUEL M. SALISBURY

SCALE:	PARCEL:	PROJECT:	COUNTY:
1"=100'	34DE, PART 2	CR 111	WILLIAMSON

WILLIAMSON COUNTY
1848

Exhibit E

Parcel 34

DEED

County Road 111/Westinghouse Road Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

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

All of that certain 0.866 acre (37,732 Sq. Ft.) tract of land in the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 34 Part 1**)

All of that certain 0.799 acre (34,786 Sq. Ft.) tract of land in the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 34 Part 2**)

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

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances)

presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 111/Westinghouse Road.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

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

[signature page follows]

GRANTOR:

_____

Russell J. Salisbury

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2018 by Russell J. Salisbury, in the capacity and for the purposes and consideration recited therein.

_____

Notary Public, State of Texas

GRANTOR:

_____
Raquel M. Salisbury

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2018 by Raquel M. Salisbury, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:
Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Exhibit F

Parcel 34

DRAINAGE EASEMENT
County Road 111

THE STATE OF TEXAS '
' KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON '

That RUSSELL J. SALISBURY and RAQUEL M. SALISBURY, hereinafter referred to as "Grantor" (whether one or more), for and in consideration of the sum of Ten and No/100 ($10.00) Dollars cash in hand paid and other good and valuable consideration paid to Grantor by WILLIAMSON COUNTY, TEXAS, its agents and assigns, hereinafter referred to as Grantee, receipt of which consideration is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these premises does hereby GRANT, SELL and CONVEY unto Grantee a perpetual easement interest in, on, over, upon, above and across the following property ("Property"):

All of that certain 0.114 acre (4,949 Sq. Ft.) tract of land in the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 34 DE Part 1**)

All of that certain 0.034 acre (1,496 Sq. Ft.) tract of land in the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 34 DE Part 2**)

The perpetual easement, rights and privileges herein granted shall be used for the purposes of opening, constructing and maintaining a permanent drainage way and/or channel, along with any structures, pipes and grading which may be necessary to facilitate the proper drainage of the adjacent property and roadway facilities, in, along, upon and across said premises described in Exhibit "A" together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress to and from said premises for the purpose of making any improvements, modifications or repairs which Grantee deems necessary.

The perpetual easement, right-of-way, rights and privileges herein granted shall also encompass the right of Grantee to trim, cut, fell and remove therefrom all trees, underbrush, vegetation, and obstructions, structures or obstacles within the limits of the Property, but only such as necessary to carry out the purposes of the easement; reserving to the landowners and their heirs and assigns, however, all such rights and privileges as may be used without interfering with or abridging the rights and purposes of the Easement herein acquired by Grantee.

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment.

Grantee shall be responsible for the correction of, or compensation for, any damage to Grantor's property which is the result of actions outside the granted purposes of this easement.

TO HAVE AND TO HOLD the same, in perpetuity, in and to Grantee, and its successors and assigns, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said drainage way and for making connections therewith.

And Grantor does hereby bind his heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto Williamson County, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This grant is subject to any easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect at this time. The perpetual easement, right-of-way, rights and privileges granted herein are non-exclusive, however Grantor covenants not to convey any other easement or conflicting rights within the premises covered by this grant that interfere with the purpose or function of any improvements or modifications placed thereon, or the maintenance of the surface of the Property for the conveyance of stormwater drainage, without the express written consent of Grantee, which consent shall not be unreasonably withheld.

This easement is being delivered in lieu of condemnation.

EXECUTED on this the _____day of _____, 2018.

[signature pages follow]

GRANTOR:

_____

Russell J. Salisbury

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____ _, 2018 by Russell J. Salisbury, in the capacity and for the purposes and consideration recited therein.

_____

Notary Public, State of Virginia

GRANTOR:

_____

Raquel M. Salisbury

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2018 by Raquel M. Salisbury, in the capacity and for the purposes and consideration recited therein.

_____

Notary Public, State of Virginia

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 **43.**

Meeting Date: 09/04/2018

Pct 4 ins

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

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a proposal of insurance from McGriff, Seibels & Williams of Texas, Inc. to bind general liability insurance for the property located at 350 Exchange Boulevard, Hutto, Texas, which is to be used for purposes of Williamson County Precinct 4 offices from September 1, 2018 to December 15, 2018.

Background

Williamson County will lease back the Williamson County Hutto Annex property following the conveyance of such property to the City of Hutto. Pursuant to the Lease Agreement, Williamson County is required to procure general liability insurance during the lease term. The total premium is $735.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Application

Proposal

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/30/2018 09:45 AM
Form Started By: Hal Hawes		Started On: 08/29/2018 04:31 PM
Final Approval Date: 08/30/2018		

GL

SCOTTSDALE INSURANCE COMPANY®
Scottsdale Indemnity Company
SCOTTSDALE
SURPLUS LINES INSURANCE COMPANY

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE

TERRORISM RISK INSURANCE ACT

Under the Terrorism Risk Insurance Act of 2002, as amended pursuant to the Terrorism Risk Insurance Program Reauthorization Act of 2015, effective January 1, 2015 (the "Act"), you have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act: The term "certified acts of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the Unit-ed States in the case of certain air carriers or vessels or the premises of a United States mission; to have been committed by an in-dividual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that where coverage is provided by this policy for losses resulting from "certified acts of terrorism," such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government agrees to reimburse eighty-five percent (85%) of covered terrorism losses in calendar year 2015 that ex-ceed the statutorily established deductible paid by the insurance company providing the coverage. This percentage of United States Government reimbursement decreases by one percent (1%) every calendar year beginning in 2016 until it equals eighty percent (80%) in 2020. The premium charged for this coverage is provided below and does not include any charges for the portion of loss that may be covered by the Federal Government under the Act.

You should also know that the Act, as amended, contains a $100 Billion Cap that limits United States Government reimbursement as well as insurers' Liability for losses resulting from "certified acts of terrorism" when the amount of such losses in any one calendar year exceeds $100 billion. If the aggregate in-sured losses for all insurers exceed $100 billion, your coverage may be reduced.

CONDITIONAL TERRISOM COVERAGE

The federal Terrorism Risk Insurance Program Reauthorization Act of 2015 is scheduled to terminate at the end of December 31, 2020, unless renewed, extended or otherwise continued by the federal government. Should you select Terrorism Coverage provid-ed under the Act and the Act is terminated December 31, 2020, any terrorism coverage as defined by the Act provided in the policy will also terminate.

IN ACCORDANCE WITH THE ACT, YOU MUST CHOOSE TO SELECT OR REJECT COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" BELOW:

The Note below applies for risks in these states: California, Connecticut, Georgia, Hawaii, Illinois, Iowa, Maine, Missouri, New Jersey, New York, North Carolina, Oregon, Rhode Island, Virginia, Washington, West Virginia, Wisconsin.

NOTE: In these states, a terrorism exclusion makes an exception for (and thereby provides coverage for) fire losses resulting from an act of terrorism. Therefore, if you reject the offer of terrorism coverage, that rejection does not apply to fire losses resulting from an act of terrorism coverage for such fire losses will be provided in your policy.

If you do not respond to our offer and do not return this notice to the Company, you will have no Terrorism Coverage under this policy.

	I hereby elect to purchase certified terrorism coverage for a premium of $. I understand that the federal Terrorism Risk Insurance Program Reauthorization Act of 2015 may terminate on De-cember 31, 2020. Should that occur my coverage for terrorism as defined by the Act will also terminate.
X	I hereby reject the purchase of certified terrorism coverage.

X _____
Policyholder/Applicant's Signature

Print Name

Date

Williamson County
Named Insured/Firm

TBD
Policy Number, if available

NOTX0423CW (2-15)

ACORD™ COMMERCIAL INSURANCE APPLICATION
APPLICANT INFORMATION SECTION

DATE (MM/DD/YY): 08/30/18

PRODUCER	PHONE (A/C, No, Ext):	CARRIER	NAIC CODE:	UNDERWRITER
MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC. 818 Town & Country Blvd St 500 Houston, TX 77024-4549	(713)877-8975	APPLICATION COMPANY	25445	

POLICIES OR PROGRAM REQUESTED: Commercial General Liability

CODE: | SUB CODE:

AGENCY CUSTOMER ID: 069300-000

INDICATE SECTIONS ATTACHED

	PROPERTY		EQUIPMENT FLOATER		GARAGE AND DEALERS
	GLASS AND SIGN		INSTALLATION/BUILDERSRISK		VEHICLE SCHEDULE
	ACCOUNTS RECEIVABLE/ VALUABLE PAPERS		ELECTRONIC DATA PROC		BOILER & MACHINERY
	CRIME/MISCELLANEOUS CRIME	X	COMMERCIAL GENERAL LIABILITY		WORKERS COMPENSATION
	TRANSPORTATION/ MOTOR TRUCK CARGO		BUSINESS AUTO		UMBRELLA
			TRUCKERS/MOTOR CARRIER		

STATUS OF SUBMISSION

X QUOTE | ISSUE POLICY

BOUND (Give Date and/or Attach Copy):

DATE | TIME | AM | PM

PACKAGE POLICY INFORMATION

ENTER THIS INFORMATION WHEN COMMON DATES AND TERMS APPLY TO SEVERAL LINES, OR FOR MONOLINE POLICIES.

PROPOSED EFF DATE	PROPOSED EXP DATE	BILLING PLAN	PAYMENT PLAN	AUDIT
09/01/18	12/15/18	DIRECT BILL / X AGENCY BILL		

APPLICANT INFORMATION

NAME (First Named Insured & Other Named Insureds): Williamson County

MAILING ADDRESS (of First Named Insured): Inner Loop Annex - HR Dept. 301 S.E. Inner Loop, Ste. 108 Georgetown, TX 78626

INDIVIDUAL	CORPORATION	SUBCHAPTER "S" CORPORATION	X	NOT FOR PROFIT ORGANIZATION	YEARS IN BUSINESS
PARTNERSHIP	JOINT VENTURE	LIMITED CORPORATION	County		

INSPECTION CONTACT	PHONE (A/C, No, Ext):	ACCOUNTING RECORDS CONTACT	PHONE (A/C, No, Ext):
Tara Raymore Sr HR Director	(512)943-1533	Tara Raymore Sr HR Director	(512)943-1533

PREMISES INFORMATION

LOC #	BLD #	STREET, CITY, COUNTY, STATE, ZIP CODE	CITY LIMITS	INTEREST	YR BUILT	PART OCCUPIED
#1		350 Exchange Blvd., Williamson County Hutto, TX 78634	X INSIDE / OUTSIDE	OWNER / X TENANT	2007	100%
			INSIDE / OUTSIDE	OWNER / TENANT		
			INSIDE / OUTSIDE	OWNER / TENANT		

NATURE OF BUSINESS/DESCRIPTION OF OPERATIONS BY PREMISE(S)

County

GENERAL INFORMATION

EXPLAIN ALL "YES" RESPONSES	YES	NO
1. IS THE APPLICANT A SUBSIDIARY OF ANOTHER ENTITY OR DOES THE APPLICANT HAVE ANY SUBSIDIARIES?		X
2. IS A FORMAL SAFETY PROGRAM IN OPERATION?	X	
3. ANY EXPOSURE TO FLAMMABLES, EXPLOSIVES, CHEMICALS?		X
4. ANY CATASTROPHE EXPOSURE?		X
5. ANY OTHER INSURANCE WITH THIS COMPANY OR BEING SUBMITTED?		X

EXPLAIN ALL "YES" RESPONSES	YES	NO
6. ANY POLICY OR COVERAGE DECLINED, CANCELLED OR NON-RENEWED DURING THE PRIOR 3 YEARS? NOT APPLICABLE IN MO		X
7. ANY PAST LOSSES OR CLAIMS, RELATING TO SEXUAL ABUSE OR MOLESTATION ALLEGATIONS, DISCRIMINATION OR NEGLIGENT HIRING?		X
8. DURING THE LAST TEN YEARS, HAS ANY APPLICANT BEEN CONVICTED OF ANY DEGREE OF THE CRIME OF ARSON? (In RI, this question must be answered by any applicant for property insurance. Failure to disclose the existence of an arson conviction is a misdemeanor punishable by a sentence of up to one year of imprisonment).		X

REMARKS

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO [NY: SUBSTANTIAL] CRIMINAL AND CIVIL PENALITES.

APPLICANT'S SIGNATURE | PRODUCER'S SIGNATURE

© ACORD CORPORATION 1993

PRIOR CARRIER INFORMATION

LINE	CATEGORY	YEARS:	YEARS:	YEARS:	YEARS:	YEARS:
COMMERCIAL GENERAL LIABILITY	CARRIER					
	POLICY NUMBER					
	POLICY TYPE	CLAIMS MADE / OCCURRENCE	CLAIMS MADE / OCCURRENCE	CLAIMS MADE / OCCURRENCE	CLAIMS MADE / OCCURRENCE	CLAIMS MADE / OCCURRENCE
	RETRO DATE					
	LIMITS: GENERAL AGGREGATE					
	PRODUCTS COMP OP AGGREGATE					
	PERSONAL & ADV INJ					
	EACH OCCURRENCE					
	FIRE DAMAGE					
	MEDICAL EXPENSE					
	BODILY INJURY OCCURRENCE					
	BODILY INJURY AGGREGATE					
	PROPERTY DAMAGE OCCURRENCE					
	PROPERTY DAMAGE AGGREGATE					
	COMBINED SINGLE LIMIT					
	MODIFICATION FACTOR					
	TOTAL PREMIUM					
AUTOMOBILE LIABILITY	CARRIER					
	POLICY NUMBER					
	POLICY TYPE					
	COMBINED SINGLE LIMIT					
	BODILY INJURY EA PERSON					
	BODILY INJURY EA ACCIDENT					
	PROPERTY DAMAGE					
	MODIFICATION FACTOR					
	TOTAL PREMIUM					
PROPERTY	CARRIER					
	POLICY NUMBER					
	POLICY TYPE					
	BLD / PERS PROP / AMT					
	MODIFICATION FACTOR					
	TOTAL PREMIUM					
	CARRIER					
	POLICY NUMBER					
	POLICY TYPE					
	LIMIT					
	MODIFICATION FACTOR					
	TOTAL PREMIUM					

LOSS HISTORY

ENTER ALL CLAIMS OR OCCURRENCES THAT MAY GIVE RISE TO CLAIMS FOR THE PRIOR 5 YEARS (3 YEARS IN KS & NY) | X | CHECK HERE IF NONE | | SEE ATTACHED LOSS SUMMARY

DATE OF OCCURRENCE	LINE	TYPE/DESCRIPTION OF OCCURRENCE OR CLAIM	DATE OF CLAIM	AMOUNT PAID	AMOUNT RESERVED	CLAIM STATUS
		NONE				OPEN / CLOSED
						OPEN / CLOSED
						OPEN / CLOSED
						OPEN / CLOSED

REMARKS NOTE: FIDELITY REQUIRES A FIVE YEAR LOSS HISTORY.

County does not carry GL, has Tort Immunity

NOTICE OF INSURANCE INFORMATION PRACTICES

PERSONAL INFORMATION ABOUT YOU MAY BE COLLECTED FROM PERSONS OTHER THAN YOU. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES WITHOUT YOUR AUTHORIZATION. YOU HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND CAN REQUEST CORRECTION OF ANY INACCURACIES. A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING SUCH INFORMATION IS AVAILABLE UPON REQUEST. CONTACT YOUR AGENT OR BROKER FOR INSTRUCTION ON HOW TO SUBMIT A REQUEST TO US.

069300000

ACORD COMMERCIAL GENERAL LIABILITY SECTION

DATE (MM/DD/YY) 08/28/18

PRODUCER

MCGRIFF, SEIBELS &
WILLIAMS OF TEXAS, INC.
818 Town & Country Blvd St 500
Houston, TX 77024-4549
(713)877-8975

APPLICANT (First Named Insured)

Williamson County

PROPOSED EFF. DATE	PROPOSED EXP. DATE	BILLING PLAN	PAYMENT PLAN	AUDIT
09/01/18	12/15/18	X AGENCY / DIRECT	Annual	N/A

FOR COMPANY USE ONLY

COVERAGES

COMMERCIAL GENERAL LIABILITY

- [ ] CLAIMS MADE [X] OCCURRENCE
- [ ] OWNER'S & CONTRACTORS PROTECTIVE

DEDUCTIBLES

- [X] PROPERTY DAMAGE $ 0
- [X] _____ $ 0 [ ] PER CLAIM [ ] PER OCCURRENCE
- [ ] _____ $

OTHER COVERAGES, RESTRICTIONS, AND/OR ENDORSEMENTS

LIMITS

GENERAL AGGREGATE	$	2,000,000
PRODUCTS & COMPLETED OPERATIONS AGGREGATE	$	2,000,000
PERSONAL & ADVERTISING INJURY	$	1,000,000
EACH OCCURRENCE	$	1,000,000
FIRE DAMAGE (ANY ONE FIRE)	$	100,000
MEDICAL EXPENSE (ANY ONE PERSON)	$	5,000

PREMIUMS

PREMISES/OPERATIONS

PRODUCTS

OTHER

TOTAL

SCHEDULE OF HAZARDS

LOC #	CLASSIFICATION	CLASS CODE	PREMIUM BASIS	TERR.	RATE PREM/OPS	RATE PRODUCTS	PREMIUM PREM/OPS	PREMIUM PRODUCTS
			(s) GROSS SALES (p) PAYROLL (a) AREA (c) TOTAL COST (t) OTHER		(s) per $1,000 (p) per $1,000/pay (a) per 1,000 sq. ft. (c) per $1,000/cost (t) per unit			
TX	Buildings or Premises - Office Not For Profit Only	61227	(A) 7,160					

CLAIMS MADE (Explain All "Yes" Responses)

		YES	NO
1	PROPOSED RETROACTIVE DATE:		
2	ENTRY DATE INTO UNINTERRUPTED CLAIMS MADE COVERAGE:		
3	HAS ANY PRODUCT, WORK, ACCIDENT, OR LOCATION BEEN EXCLUDED, UNINSURED OR SELF-INSURED FROM ANY PREVIOUS COVERAGE?		
4	WAS TAIL COVERAGE PURCHASED UNDER ANY PREVIOUS POLICY?		

COMMENTS

TRANSITION

1. HAS THIS RISK OR ANY LOCATION NOT QUALIFIED FOR TRANSITION? [ ] YES [ ] NO

2. IF THIS RISK QUALIFIES FOR TRANSITION, INDICATE THE YEAR IT FIRST QUALIFIED: _____ AND:

LOC	NEW CLASS	PREV. BASE	PREVIOUS EXPOSURE	APPLICABLE COVERAGE	
				[ ] PREMISES	[ ] PRODUCTS
				[ ] PREMISES	[ ] PRODUCTS
				[ ] PREMISES	[ ] PRODUCTS
				[ ] PREMISES	[ ] PRODUCTS
				[ ] PREMISES	[ ] PRODUCTS
				[ ] PREMISES	[ ] PRODUCTS

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CONTRACTORS

#	EXPLAIN ALL "YES" RESPONSES	YES	NO
	(For Any Past Or Present Operations)		
1	DOES APPLICANT DRAW PLANS, DESIGNS, OR SPECIFICATIONS?		
2	DO ANY OPERATIONS INCLUDE BLASTING OR UTILIZE OR STORE EXPLOSIVE MATERIAL?		
3	DO ANY OPERATIONS INCLUDE EVACUATION, TUNNELING, UNDERGROUND WORK OR EARTH MOVING?		
4	DO YOUR SUBCONTRACTORS CARRY COVERAGES OR LIMITS LESS THAN YOURS?		
5	ARE CERTIFICATES OF INSURANCE REQUIRED FROM SUBCONTRACTORS?		
6	DOES APPLICANT LEASE EQUIPMENT TO OTHERS WITH OR WITHOUT OPERATORS?		

FULL TIME STAFF: PART TIME STAFF:

DESCRIBE THE TYPE OF WORK & PERCENT SUBCONTRACTED:

REMARKS:

PRODUCTS/COMPLETED OPERATIONS

PRODUCTS	ANNUAL GROSS SALES	# OF UNITS	TIME IN MARKET	EXPECTED LIFE	INTENDED USE	PRINCIPAL COMPONENTS

#	EXPLAIN ALL "YES" RESPONSES (For any past or present product or operation)	YES	NO
1	DOES APPLICANT INSTALL, SERVICE OR DEMONSTRATE PRODUCTS?		
2	FOREIGN PRODUCTS SOLD, DISTRIBUTED, USED AS COMPONENTS?		
3	RESEARCH AND DEVELOPMENT CONDUCTED OR NEW PRODUCTS PLANNED?		
4	GUARANTEES, WARRANTIES, HOLD HARMLESS AGREEMENTS?		
5	PRODUCTS RELATED TO AIRCRAFT/SPACE INDUSTRY?		

#	EXPLAIN ALL "YES" RESPONSES (For any past or present product or operation)	YES	NO
6	PRODUCTS RECALLED, DISCONTINUED, CHANGED?		
7	PRODUCTS OF OTHERS SOLD OR RE-PACKAGED UNDER APPLICANT LABEL?		
8	PRODUCTS UNDER LABEL OF OTHERS?		
9	VENDORS COVERAGE REQUIRED?		
10	DOES ANY NAMED INSURED SELL TO OTHER NAMED INSUREDS?		

PLEASE ATTACH LITERATURE, BROCHURES, LABELS, WARNINGS, ETC.

ADDITIONAL INTERESTS/CERTIFICATE RECIPIENTS

#	NAME & ADDRESS (INCLUDE LOAN NUMBER FOR MORTGAGEES)	INTEREST	CERT.
	420 US 79, Ltd., 230 Klattenhoff Lane, Hutto, TX 78634	Landlord/Additional Insured	X

GENERAL INFORMATION

#	EXPLAIN ALL "YES" RESPONSES (For All Past Or Present Operations:)	YES	NO
1	ANY MEDICAL FACILITIES PROVIDED OR DOCTORS EMPLOYED/CONTRACTED?		X
2	ANY EXPOSURE TO RADIOACTIVE/NUCLEAR MATERIALS?		X
3	DO OPERATIONS INVOLVE STORING, TREATING, DISCHARGING, APPLYING, DISPOSING, OR TRANSPORTING OF HAZARDOUS MATERIAL (e.g. landfills, wastes, fuel tanks, etc.)		X
4	ANY OPERATIONS SOLD, ACQUIRED, OR DISCONTINUED IN LAST 5 YEARS?		X
5	MACHINERY OR EQUIPMENT LOANED OR RENTED TO OTHERS?		X
6	ANY WATERCRAFT, DOCKS, FLOATS OWNED, HIRED, OR LEASED?		X

#	EXPLAIN ALL "YES" RESPONSES	YES	NO
7	ANY PARKING FACILITIES OWNED/RENTED?		X
8	IS A FEE CHARGED FOR PARKING?		X
9	RECREATION FACILITIES PROVIDED?		X
10	IS THERE A SWIMMING POOL ON THE PREMISES?		X
11	SPORTING OR SOCIAL EVENTS SPONSORED?		X
12	ANY STRUCTURAL ALTERATIONS CONTEMPLATED?		
13	ANY DEMOLITION EXPOSURE CONTEMPLATED?		X

REMARKS:

Policy Coverages

Additional Insured – 420 US 79, Ltd.
Broad Form Named Insured
Fellow Employee Coverage
Knowledge of Occurrence
Punitive Damages Coverage Included
60 Days NOC except for 10 Days Non-Payment
Amendment Other Insurance Condition
Notice of Occurrence
Hostile Fire Coverage
Damage to Rented Premises Included In Occurrence Limit
Inadvertent E&O/Failure to Disclose

Temporary Lease

Terms

Effective Date:	September _____, 2018
Landlord:	420 US 79, Ltd.
Landlord's Address:	230 Klattenhoff Lane, Hutto, Texas 78634
Tenant:	County of Williamson County, Texas
Tenant's Address:	350 Exchange Blvd., Hutto, Texas 78634
Premises:	The building, parking lots, and drive aisles, as shown in the attached Exhibit "A", and being known locally as 350 Exchange Blvd., Hutto, Texas
Base Rent (monthly):	$0
Term:	Until December 15, 2018
Commencement Date:	Same as Effective Date
Termination Date:	Earlier to occur of (i) December 15, 2018, or (ii) Tenant vacates the Premises
Security Deposit:	$N/A
Use:	County precinct office

Clauses and Covenants

A. Tenant agrees to -

1. Lease the Premises beginning on the Commencement Date and ending on the Termination Date. *However, Tenant may vacate the Premises at any time prior to the Termination Date, in which case this Lease shall terminate.*
2. Accept the Premises in their present condition "AS IS," the Premises being currently suitable for Tenant's intended Use.
3. Obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of the Premises.
4. Pay for all utility services used by Tenant.
5. Maintain the Premises in the same general condition as of the Commencement Date, and repair any damage caused by Tenant.
6. Maintain public liability insurance for the Premises and the conduct of Tenant's business, naming Landlord as an additional insured.
7. To the extent allowed by law, indemnify, defend, and hold Landlord harmless from any loss, attorney's fees, court and other costs, or claims arising out of Tenant's use of the Premises.
8. Vacate the Premises, remove all personal property, and return all keys to the Premises, upon termination of this Lease.

B. Tenant agrees not to -

1. Use the Premises for any purpose other than that stated in the Lease.
2. Alter the Premises.

3. Allow a lien to be placed on the Premises.
4. Assign this Lease or sublease any portion of the Premises.

C. Landlord agrees to -

1. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.
2. Maintain normal utility service connections to the building.

D. Landlord agrees not to -

1. Interfere with Tenant's possession of the Premises as long as Tenant is not in default.

E. Landlord and Tenant agree to the following:

1. *Default by Landlord.* Defaults by Landlord are failing to comply with any provision of this Lease within 10 days after written notice.
2. *Default by Landlord/Tenant's Remedies.* Tenant's remedies for Landlord's default are all remedies available at law.
3. *Default by Tenant.* Defaults by Tenant are failing to comply with any provision of this Lease within 10 days after written notice.
4. *Default by Tenant/Landlord's Remedies.* Landlord's remedies for Tenant's default are all remedies available at law.
5. *Holdover.* If Tenant does not vacate the Premises following termination of this Lease, 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.
6. *Attorney's Fees.* If either party retains an attorney to enforce this Lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.
7. *Venue.* Venue is in the county in which the Premises are located.
8. *Entire Agreement.* This Lease, together with the attached exhibits and riders, is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this Lease or to any expressly mentioned exhibits and riders not incorporated in writing in this Lease.
9. *Amendment of Lease.* This Lease may be amended only by an instrument in writing signed by Landlord and Tenant.
10. *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 LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.
11. *Notices.* Any notice required or permitted under this Lease must be in writing. Any notice required by this Lease 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 Lease. 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.

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

13. *Tenant acknowledges that following vacation of the Premises, it is Landlord's intention to demolish the building and incorporate the Premises into the adjacent Hutto Co-op development. Therefore, Tenant acknowledges that Landlord may enter onto the outside Premises for purposes of surveying, testing, and other pre-development activity, so long as such activity does not interfere with Tenant's use of the building, or necessary parking. Landlord may enter inside the Premises only during normal working hours, and upon at least 48 hours notice to Landlord.*

LANDLORD:

420 US 79, Ltd.,
a Texas limited partnership

By: 420 US 79 GP, LLC,
a Texas limited liability company,
Its general partner

By: BCP GP, LLC,
a Texas limited liability company,
Its Managing Member

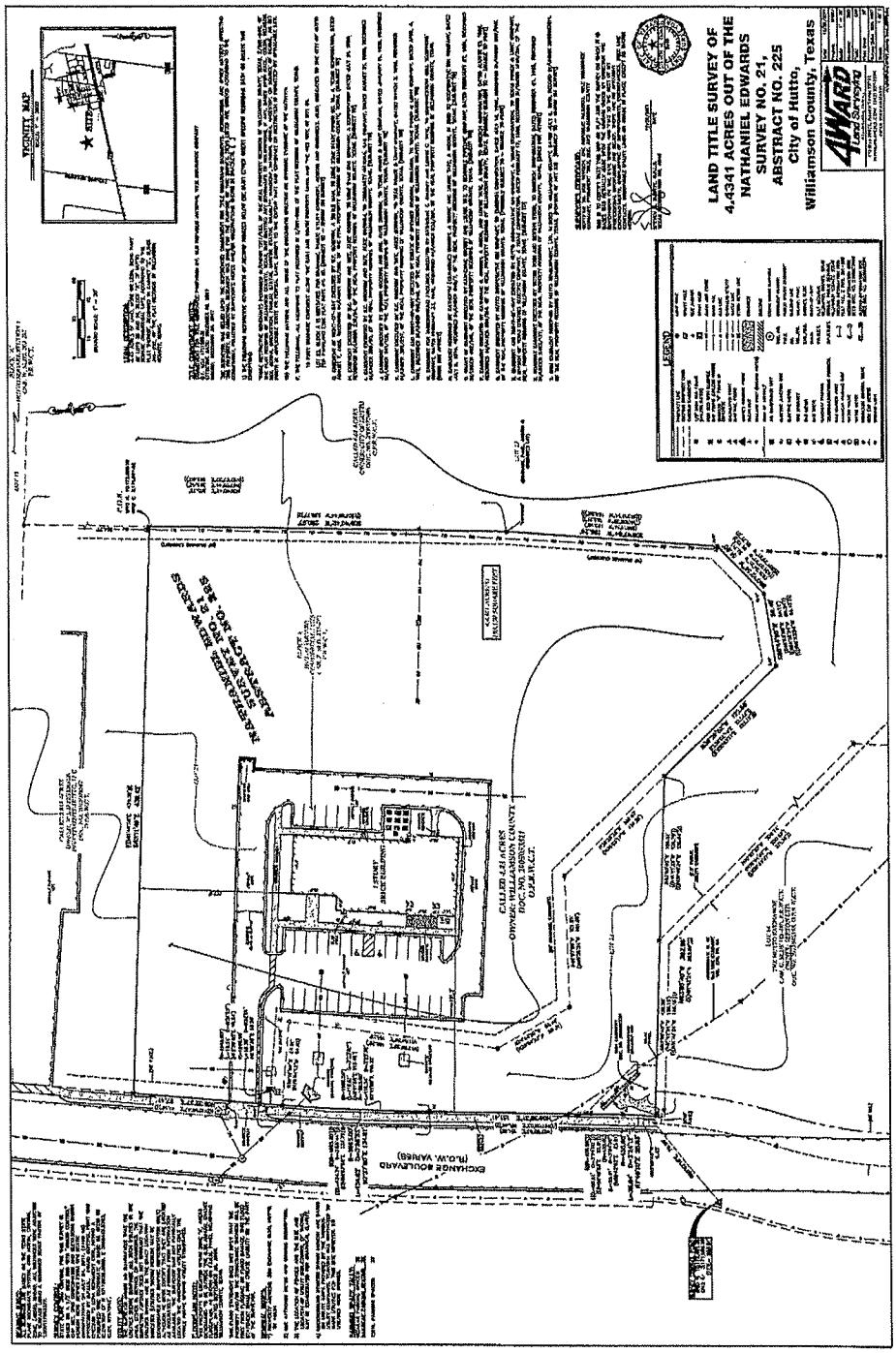
By:_____
Edward S. Butler, Sole Member

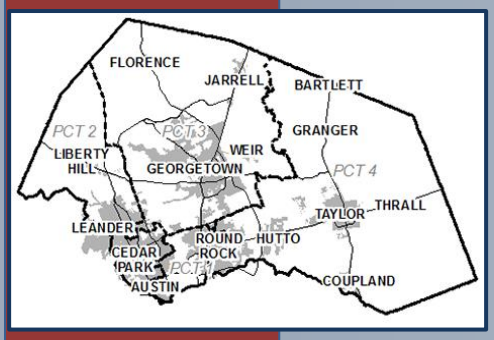
TENANT:

COUNTY OF WILLIAMSON COUNTY, TEXAS

By:_____
Name:_____
Title:_____

EXHIIBT "A"


LAND TITLE SURVEY OF
4.4341 ACRES OUT OF THE
NATHANIEL EDWARDS
SURVEY NO. 21,
ABSTRACT NO. 225
City of Hutto,
Williamson County, Texas
EXCHANGE BOULEVARD
(M.O.M. VARIES)



WILLIAMSON COUNTY
1848

Proposal of Insurance

for

General Liability – Precinct Office

McGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.

818 Town & County Blvd, Suite 500
Houston, Texas 77024-4579
(800) 877-1449
(713) 877-8975
www.mcgriff.com

Effective:
September 1, 2018 to December 15, 2018

Disclaimer

The following summary of coverages is to be used only as an overview of each policy written and in no way should it be used, nor is intended to be used, as a substitute for the original policy provisions. It has been prepared as a guideline for your reference only.

The policy/policies contain conditions, limitations and exclusions which may affect or limit coverage to be provided and should be reviewed by the insured to verify that coverage has been written as requested.

All of the information contained in this proposal is subject to the terms, conditions and limitations contained in the policies. Values are based on information provided by client.

THIS DOCUMENT IS PROPRIETARY, CONFIDENTIAL AND/OR PRIVILEGED AND IS INTENDED TO BE REVIEWED ONLY BY THE INDIVIDUAL AND/OR ENTITY TO WHICH IT IS ADDRESSED. IF YOU ARE NOT THE INTENDED RECIPIENT OR A REPRESENTATIVE OF THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY REVIEW, COPYING, DISCLOSURE AND/OR DISSEMINATION OF THIS DOCUMENT OR THE INFORMATION CONTAINED HEREIN IS PROHIBITED.

Compensation Statement

Our principal remuneration for the placement and service of your insurance policy(ies) will be by commission (a proportion of the premium paid that is allowed to us by the insurance company(ies)) and/or a mutually agreed fee.

You should be aware that we may receive additional income from the following sources:

- **Interest or Investment Income** earned on insurance premiums.
- **Expense Allowances or Reimbursements** from insurance companies and other vendors for (a) educational and professional development programs; (b) managing and administering certain binding authorities and other similar facilities, including claims which may arise; and (c) attendance at insurance company meetings and events; all of which we believe enable us to provide more efficient service and competitive terms to those clients for whom we consider the use of such facilities appropriate.
- **Tier II Commission** (sometimes referred to as "extra compensation") is exclusive to the placement of employee benefits insurance and is based on premium volume of new business and/or premium retention.
- **Contingent Commission** (sometimes referred to as "profit sharing") which can be based on profitability, premium volume, premium retention, and/or growth. If any part of your account is on a fee basis, we will not accept contingent commissions related to your account.

If you have questions or desire additional information about remuneration and other income, please contact your Agent who will put you in touch with our Chief Risk Manager for assistance. If any part of your insurance program is placed through any BB&T-owned companies (including retail insurance brokers McGriff Insurance Services, Inc. and BB&T Insurance Services of California, Inc.; wholesale insurance brokers CRC Insurance Services, Inc. and Crump Life Insurance Services, Inc.; managing general underwriter AmRisc, LLC; insurance premium finance company, Prime Rate Premium Finance Corporation, Inc. or affiliates; or BB&T Assurance Company, Ltd.) disclosure of that income will also be included.

Common Terminology

Minimum and Deposit is the amount of premium due at inception. Although the policy is subject to audit, under no circumstances will the annual earned premium be less than the minimum premium. In other words, the policy may generate an additional premium or a return premium based on an audit, but the return premium will not reduce the required minimum deposit.

Minimum Earned Premium Endorsement can be attached to either a flat charge policy (one not subject to audit) or to an adjustable policy. In either case, this amount is the least amount of premium that will be retained by the carrier once the policy goes into effect. The amount retained will be the greater of the actual earned premium whether calculated on a pro-rata or short rate basis, or the minimum earned premium. Minimum earned premiums are based on a specific percent of the total premium or a designated amount, which will be reflected on the policy by endorsement.

Flat Cancellation means a policy will be cancelled without charge if cancelled within 30 days after issuance. Surplus lines carriers almost never allow flat cancellations. Once the policy is in effect, typically some percentage of the premium is required as a minimum earned premium.

Deductible is the portion of a covered loss that is not paid by the insurer. Most property insurance policies and some liability insurance policies contain a per-occurrence deductible provision that stipulates that the deductible amount specified in the policy declarations will be subtracted from each covered loss in determining the amount of the insured's loss recovery. In property insurance, the deductible is usually subtracted from the amount of the loss; in liability insurance, it is usually subtracted from the policy limit.

Self-Insured Retention (SIR) is a dollar amount specified in an insurance policy (usually a liability insurance policy) that must be paid by the insured before the insurance company will respond to a loss. SIRs typically apply to both the amount of the loss and related costs, e.g., defense costs, however, some apply only to amounts payable in damages, e.g., settlements, awards, and judgments.

A SIR differs from a true deductible in two important ways. First, a liability policy's limit is added on top of a SIR while the amount of the deductible is subtracted from the policy's limit. Second, as contrasted with the insurer's responsibility under a deductible, the insurer is not obligated to pay the SIR amount and then seek reimbursement from the insured; the insured pays the SIR directly to the claimant.

Table of Contents

Section 1	Named Insured/Location Schedule
Section 2	General Liability
Section 3	Service Team
Section 4	A.M. Best Rating Information

Named Insured / Location Schedule

Named Insureds: Williamson County

Location Schedule: 350 Exchange Blvd.
Hutto, TX 78634

General Liability

Subject to the limits specified, policy conditions and exclusions, your General Liability policy covers damages imposed on you by law for injury to or death of persons (other than an employee), or for damage to or the destruction of property of others (excluding property rented or transported by you or in your care, custody and control) caused by an accident and arising out of your business operations.

If the policy includes Employee Benefits Liability, the insurance is for the sums that the insured becomes legally obligated to pay as damages because of negligent acts, errors or omissions of the insured, or of other persons for whose acts the insured is legally liable. The negligent act, error or omission must be committed in the administration of your employee benefit program. This coverage applies only if a claim is first made against the insured during the policy period and is subject to applicable deductibles, per claim.

This policy includes an option to provide defined Terrorism coverage via a surcharge under the Terrorism Risk Insurance Program Reauthorization Act (TRIPRA). PLEASE READ THE ATTACHED TERRORISM ENDORSEMENT(S). Questions relating to TRIPRA or available alternatives can be discussed with your Broker.

Policy Period:

September 1, 2018 to December 15, 2018

Limits of Liability:

$	**2,000,000**	General Aggregate
	Excluded	Products/Completed Operations Aggregate Limit
$	**1,000,000**	Personal and Advertising Injury Limit
$	**1,000,000**	Per Occurrence
$	**100,000**	Damage to Premises Rented to You – Per Occurrence
$	**5,000**	Medical Expense Limit – Any One Person
	None	Deductible

Terms and Conditions:

As Per Policy form, including but not limited to:

- Additional Insured:
  - 420 US 79, Ltd., 230 Klattenhoff Lane, Hutto, TX 78634
- Lead Contamination Exclusion
- War Exclusion
- Military Action Exclusion
- Fungi or Bacteria Exclusion
- Total Liquor Exclusion
- Pollution Exclusion
- Asbestos Exclusion

- Employment Related Practices Liability Exclusion
- Known Injury or Damage Exclusion – Personal and Advertising Injury
- Nuclear Energy Liability Exclusion
- **100%** Minimum and Deposit Premium
- **25%** Minimum Earned Premium
- Punitive Damages Included
- Defense Limits Outside the Limits
- **Terrorism Exclusion** (1)
- Additional Insured – Managers or Lessors of Premises
- Thirty (30) Day Notice of Cancellation
- Amendment of Insured Contract Definition
- Service of Suit
- Hydraulic Fracturing Exclusion
- Contractors Special Conditions
- Amendment To Other Insurance Conditions
- Amendment of Conditions (Non-Renewal)
- Policy Amendment of Nonpayment Cancellation Condition
- Exclusion – Access or Disclosure of Confidential Information
- Exclusion – Aircraft
- Total Products Exclusion

Subject To:

- **For an Additional Premium of $26.25 (including taxes and fees), Terrorism Coverage can be provided under this policy. WHETHER COVERAGE IS DESIRED OR NOT, THE ATTACHED FORM MUST BE SIGNED AND RETURNED TO BIND COVERAGE.** (1)
- **Signed Application**

Estimated Annual Premium:

$	**500.00**	Premium – 25% Minimum Earned
$	**200.00**	Policy Fee (Fully Earned)
$	**33.95**	Surplus Lines Tax (4.85%)
$	**1.05**	Stamping Fee (0.15%)
$	**735.00**	**Total Premium**

Carrier:

Scottsdale Insurance Company
A.M. Best Rating: A+ XV

Service Team

Servicing Office Location

McGriff, Seibels & Williams of Texas, Inc.
818 Town & Country Blvd., Suite 500
Houston, Texas 77024
(800) 877-1449
(713) 877-8975
(713) 877-8974 fax
www.mcgriff.com

Service Team Contacts

Team Member	Contact Information
Ben Odom *Producer*	Direct Number: (713) 273-2606 Cell Phone: (281) 636-0591 E-Mail: bodom@mcgriff.com
Katrice Dlabaj *Marketing Account Executive*	Direct Number: (713) 402-1445 Cell Phone: (713) 213-2278 E-Mail: kdlabaj@mcgriff.com
Shirley Erickson *Account Manager*	Direct Number: (713) 402-1460 E-Mail: serickson@mcgriff.com
Debra Taylor *Claims Representative*	Direct Number: (713) 273-2679 Cell Phone: (713) 504-1537 E-Mail: dtaylor@mcgriff.com

McGRIFF, SEIBELS & WILLIAMS, INC.
PROVIDER SECURITY STANDARDS

The following is a brief summary of the measures that we have taken as your broker to review and report to you objectively on the financial security of your insuring companies. Information is included on A.M. Best Company, our primary security rating source, and the internal policies and standards, which we have established to address this important issue for our customers.

MSW Security Review:

McGriff, Seibels & Williams has established an internal "Security Review Group" composed of senior management representatives from the Finance, Marketing, Branch, Wholesale and Administrative Divisions of the company. This group's purpose is to develop and implement all procedures and standards for the financial security of all insurers, intermediaries and associations used by MSW and its subsidiary companies.

This group meets periodically to review the current listing of all companies, intermediaries and associations, which are actively used by MSW. It will also act on any pending requests received from throughout the company to have new Providers activated, and to deactivate any Providers that do not meet current MSW standards.

MSW Provider Classifications:

"Approved Provider" is any Provider whose A.M. Best's rating is **A-** or higher. The Best's rating of an "approved" Provider must be printed on all MSW Confirmations of Coverage (Binders) and proposals delivered to clients or prospects.

"Exception Provider" is certain Providers with a rating lower than A-, including those companies "not rated by A.M. Best" which after review by the Security Review Group will be an approved security.

Any Provider approved by MSW receiving an A.M. Best downgrade of rating will be posted on our website (www.mcgriff.com). A downgrade that results in an "Approved" Provider moving to a less than A- A.M. Best Rating will be communicated to you in writing.

A.M. Best Company

Ambest Road
Oldwick, New Jersey 08858

History:

A.M. Best Company was incorporated in 1899 as the first rating agency in the world to offer reliable information on the financial condition of U.S. insurance companies. The ***Best's Rating Guide*** was first published in 1900, and has since become a cornerstone of the security review process by continuously evaluating the financial integrity of over 4,100 insurance companies. In 1984, the first edition of the ***Best's International Rating Guide*** was published, reporting on the claims-paying ability of over 950 international insurers.

The information used by Best to rate insurance carriers is provided by the companies themselves as a part of their normal filings with the National Association of Insurance Commissioners, those states in which the company is licensed, the SEC and/or with its shareholders. Rating reviews are performed annually on each insurance company and on an interim basis as conditions dictate.

Best's Rating System:

The Best's rating system is designed to evaluate a wide range of objective and subjective factors that affect the overall performance of an insurance company (not applicable to associations or intermediaries). These factors deal with the company's financial strength, its operating performance and its ability to meet its financial obligations to policyholders, as follows:

* Profitability
* Quality of reinsurance program
* Quality and diversification of assets
* Adequacy of policy loss reserves
* Capital structure
* Spread of risk
* Leverage/Capitalization
* Liquidity
* Adequacy of policyholder's surplus
* Management experience and objectives

Best's Rating Symbols:

A typical Best's rating is composed of two parts. The "**Security**" portion provides an alphabetical indication of the quality of the security provided by a company to its policyholders. This rating is further defined in three categories, "Secure", "Vulnerable" or "Not Assigned". The "**Financial Size**" (FSC) portion of the Best's rating uses Roman numerals to rank companies based on the dollar amount of their policyholder's surplus and contingent reserve funds.

While comparative rankings for security or financial size by themselves may not adequately portray the complete financial health of a company, the combination of the two has proven to be reliable in predicting the ability of a company to meet its claims obligations in a timely manner,

both now and in the near future. The actual rating symbols used by Best and their meanings are:

"Secure" Ratings	**A++ or A+**	Superior
	A or A-	Excellent
	B++ or B+	Good
"Vulnerable" Ratings	**B or B-**	Fair
	C++ or C+	Marginal
	C or C-	Weak
	D	Poor
	E	Under Supervision
	F	In Liquidation
	S	Suspended

"NR" Not Rated Designation – Assigned to companies not rated by A.M. Best.

Financial Size Categories

I	Under $1,000,000	VIII	100,000,000 - 250,000,000
II	1,000,000 - 2,000,000	IX	250,000,000 - 500,000,000
III	2,000,000 - 5,000,000	X	500,000,000 - 750,000,000
IV	5,000,000 - 10,000,000	XI	750,000,000 - 1,000,000,000
V	10,000,000 - 25,000,000	XII	1,000,000,000 - 1,250,000,000
VI	25,000,000 - 50,000,000	XIII	1,250,000,000 - 1,500,000,000
VII	50,000,000 - 100,000,000	XIV	1,500,000,000 - 2,000,000,000
		XV	Over $2,000,000,000

Source: *Best's Key Rating Guide* - 2016 Edition

****

Scottsdale Insurance Company

A.M. Best #: 003292 **NAIC #: 41297** **FEIN #: 311024978**

Mailing Address
8877 North Gainey Center Drive
Scottsdale, AZ 85258-2108
United States

Web: www.scottsdaleins.com
Phone: 480-365-4000
Fax: 866-315-1430

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

Financial Strength Rating
BEST
A+ Superior

View additional news, reports and products for this company.

Based on A.M. Best's analysis, 002358 - Nationwide Mutual Insurance Company is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength Rating View Definition

Rating:	A+ (Superior)
Affiliation Code:	p (Pooled)
Financial Size Category:	XV ($2 Billion or greater)
Outlook:	Negative
Action:	Affirmed
Effective Date:	October 02, 2017
Initial Rating Date:	June 30, 1983

Long-Term Issuer Credit Rating View Definition

Long-Term:	aa-
Outlook:	Negative
Action:	Affirmed
Effective Date:	October 02, 2017
Initial Rating Date:	May 03, 2006

Best's Credit Rating Analyst

Rating Issued by: A.M. Best Rating Services, Inc.

Associate Director : Raymond Thomson, CPCU, ARe, ARM

Senior Director: Gregory T. Williams

Commissioners Court - Regular Session **44.**

Meeting Date: 09/04/2018

Williamson County and Cities Health District 2018 Flu Shot Proposal

Submitted For: Tara Raymore **Submitted By:** Shelley Loughrey, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the County Judge to execute the August 22, 2018 Proposal as submitted by Williamson County and Cities Health District to Provide Influenza Vaccines in the Benefit Plan Year of 2018 to Williamson County Employees and Covered Dependents.

Background

The Influenza Vaccines for 2018 Benefit Plan Year will be provided by the Williamson County and Cities Health District to Williamson County Employees and Dependents at no cost.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Williamson County and Cities Health District Flu Shot Proposal

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Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/30/2018 09:45 AM
Form Started By: Shelley Loughrey		Started On: 08/29/2018 05:41 PM
Final Approval Date: 08/30/2018		

WCCHD Board of Health:

Marlene McMichael, Chair, Williamson County
Edward Strout, Cedar Park
Mary Faith Sterk, Georgetown
Ehab Kawar,Hutto
Dr. Luis Egelsee, Leander/Liberty Hill
Selicia Sanchez-Adame, Round Rock
Carol Bachmayer, Taylor
Joanne Land, Williamson County

Virginia L. Headley, PhD, WCCHD Interim Executive Director

PROPOSAL

Date: August 22, 2018
To: Shelley Loughrey, PHR, Director of Benefits Administration, Williamson County
From: Virginia L. Headley, PhD, Interim Executive Director
Subject: Proposal to Provide Influenza Vaccines to Williamson County Employees and Covered Dependents

I. Scope of Services

The Williamson County and Cities Health District ("the Health District") will provide a comprehensive influenza education and vaccination campaign for the Williamson County government. This education and vaccination campaign will consist of the following elements:

- Marketing and awareness outreach to all Williamson County employees, in a manner and using techniques authorized by Williamson County HR. The marketing outreach efforts will commence in August and continue until the final date of the vaccination effort.
- Administration of influenza vaccine to Williamson County employees, retirees and spouses, using the schedule, location, and methods described in Section II.
- Provision of 425 doses of quadrivalent vaccine to Williamson County EMS and the Sheriff's Office
- Creation and submission of detailed report to Williamson County HR no later than 10-31-2018

II. Description of Influenza Vaccination Project

The Health District's vaccination program will be designed to maximize convenience for Williamson County employees and their covered dependents. Employees over age 65 will receive a special formulated vaccine stronger than the original to give them added protection. After the official start date, Williamson County employees and their covered dependents may make appointments at any of the four Public Health Centers (PHC's) in Georgetown, Taylor, Round Rock, and Cedar Park and receive flu vaccine Monday through Friday from 8:00 am to 5:00 pm. Additionally, Williamson County employees and their covered dependents may make an evening appointment until 6:30 pm at the specific PHC open during one evening per week. To maximize convenience and minimize time away from a duty station, the Health District will provide work site flu vaccinations as described below:

Date	Time	Location
9/26/2018 Williamson County HR Employee Health Fair	Coincides with hours of the Health Fair	Georgetown
9/27/2018	8:00 – 10:30	Sheriff's Office – Patrol Conference Room; 508 S. Rock, Georgetown
9/27/2018	11:30 – 1:30	JP4 Courtroom; 211 W. 6th Street, Taylor, TX 76574
9/27/2018	3:00 – 5:00	Sheriff's Office – Patrol Conference Room, 508 S. Rock, Georgetown
9/28/2018	8:00 – 10:30	Justice Center Impaneling Room, 405 MLK, Georgetown (basement level)
9/28/2018	11:30 – 1:30	Jester Annex Conference Room A, 1801 E. Old Settlers Blvd, Round Rock
9/28/2018	2:00– 4:00	Juvenile Justice Center-Training Room, 200 Wilco Way, Georgetown, TX 78626
10/1/2018	8:00 – 10:30	JP2 – Upstairs Courtroom, 350 Discovery Blvd, Cedar Park
10/1/2018	2:30 – 4:30	HR Training Room, 301 SE Inner Loop, Georgetown

In addition to the worksite vaccination clinics described in the table above, and to maximize the number of Wilco employees who receive the influenza vaccine, the Health District will provide sufficient influenza vaccine, syringes, and associated supplies to Wilco's 911, Sheriff's Office, and Emergency Services employees to allow licensed nurses and paramedics employed by these agencies to vaccinate their own employees.

Department	Total Dosage Needed	Doses to be provided to
911/EMS	250	Mike Knipstein
Sherriff's Office & Corrections	175	Medic in the Jail
Grand Total	425	

The Health District will provide a detailed report for all services within 30 days of completion of all services in a manner prescribed by Williamson County HR. The report will provide Williamson County HR with:

- The name of the person vaccinated
- The date of the vaccination
- The type of flu vaccine given

III. Project Fee Structure

The cost for vaccine ($14.15 for standard quadrivalent dose and $46.00 for high dose for adults 65 and over) and the supplies necessary for administration ($8.00 each dose) will be covered by the Health District. In addition, the standard nurse administration fee for vaccines ($10 dose) will be waived for all doses administered by the Health District.

If the number of Williamson County employees and covered dependents who choose to receive a vaccination is similar to the number of doses given in 2017, the potential doses given in 2018 will be 620 quadrivalent doses and 30 high doses. If 650 doses of influenza vaccine are provided as described, and 425 doses with supplies are provided for administration by EMS and the Sheriff's Office, the total cost incurred by WCCHD will be approximately $24,766.75. The amount invoiced by the Health District to Williamson County HR will be $0.00.

IV. Miscellaneous

No Assignment: Health District may not assign this contract.

Compliance with All Laws: Health District agrees and will comply with any and all local, state, or federal requirements with respect to services rendered.

Termination: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon the giving of thirty (30) days written notice thereof.

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 terminated pursuant to termination paragraph above.

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.

WITNESS the signatures of all parties in duplicate originals this the _____ day of _____, 2018.

Williamson County:

_____

Authorized Signature
Dan A. Gattis
County Judge

Williamson County and Cities Health District:

_____

Authorized Signature
Virginia L. Headley, PhD
Interim Executive Director

Commissioners Court - Regular Session **45.**

Meeting Date: 09/04/2018

Let's Grow Leaders Agreement

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

Department: Emergency Communications

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing an agreement with Let's Grow Leaders .

Background

Discuss, consider, and take appropriate action on authorizing the agreement with Let's Grow Leaders regarding their participation in Williamson County Emergency Communication's annual Public Safety Symposium. In the amount of $6000.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Let's Grow Leaders agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/27/2018 03:20 PM
Form Started By: Melissa Pogue		Started On: 08/27/2018 03:06 PM
Final Approval Date: 08/27/2018		

Serving Well: 4 Hour Interactive Keynote Session

Practical, Proven Leadership Inspiration

Gene Smith, Williamson County

Program Description:

Your mission is clear… you're saving lives. Every day. Your competition is tough: heart attack, stroke, domestic violence, drug overdose… Often you don't know if you've succeeded on that call, but you tackle the next situation with the unwavering confidence to do everything you can. The most meaningful work is the hardest. Thank you for what you do every single day, call after call.

In this high-energy, highly interactive workshop, we will work with your team to create a Serving Well culture—a culture that blends the strong execution with the human spirit. Showing up strong for the community you serve—and for yourselves, your family, and the people you work with.

We will apply the Winning Well model (confidence, humility, results and relationships) through strategic storytelling, humor, interactive exercises, and action planning, your team will be inspired to identify and commit to the specific behaviors that will contribute to your serving well culture.

Your team will learn, laugh and most importantly leave with tools they can apply when they get back.

Program Logistics:

Date:	Tuesday, November 14th, 2018
Time:	8:30 am – 12:30 pm
Participants:	TBD
Venue:	TBD
City:	Williamson County, TX

Materials:

We will provide downloadable pdf versions of all the tools we present in the program for participants use. As well as our Winning Well card sort deck.

It would also be useful to purchase copies of our Winning Well playbook, which includes the tools we will use in the session and a wealth of addition tools. As a non-profit, we can provide these to you at our cost of $15.00 per participant.

Books: If you would like to purchase copies of *Winning Well: A Manager's Guide to Getting Results Without Losing Your Soul,* We highly recommend the bulk rates and customer service at CEO Reads. Note: Amazon cannot guarantee timely delivery of bulk orders.

LET'S GROW LEADERS

Audio Visual: In order to provide the best experience for your leaders, we request the following audio-visual elements:

Microphones: Two wireless lavaliere microphones for presenters
One handheld mic for audience interaction may be helpful.

Projection & Audio: We run our audio and visual program from our Mac laptop. For a connector to your supplied projector, please provide either an HDMI or a standard VGA + standard audio 'headphone' jack to house speakers.

Screen: Please ensure the screen is placed in such a way to allow full movement across the stage area without the speakers blocking the projection (eg: When using front-projection, the screen(s) can be placed on either side or above the stage area. When using front-projection, please ensure the projection does not take place across the stage area.)

Room Set: Ideally, for workshop experiences, banquet rounds or classroom setting is preferred. If this is not possible, please let us know prior to the event.

Materials: Easel chart / white board & three suitable markers in front of room for presenter use

These AV and room elements will help provide the best experience for your attendees. If any of these are problematic, please let us know so we can discuss and find a way to resolve it to the benefit of your participants.

LET'S GROW LEADERS

Karin Hurt

Author and international speaker and consultant Karin Hurt inspires transformational change.

Recently named on Inc's list of 100 Great Leadership Speakers and American Management Association's 50 Leaders to Watch, Karin Hurt helps leaders from around the world achieve breakthrough results without losing their souls.

Karin has over two decades of experience in customer service, sales, and human resources. She's the award-winning author of 2 books: *Winning Well: A Manager's Guide to Getting Results-Without Losing Your Soul* and *Overcoming an Imperfect Boss*.

A former Verizon Wireless executive, Karin transformed customer service outsourcing (96M calls/year) to reach parity in quality with internal centers and developed a leading sales team that won the President's Award for Customer Growth.

Her programs inspire leaders with proven and practical leadership techniques developed over her rich career as an executive, speaker, and strategic advisor.

Karin has a BA in Communication from Wake Forest University, an MA from Towson University in Organizational Communication, and additional graduate work at the University of Maryland, where she teaches in the MBA and Executive Education programs.

She and her husband, David Dye, are dedicated to their philanthropic initiative, Winning Wells, which provides clean water wells to communities struggling with access to safe water throughout Southeast Asia.

Karin lives outside of Washington, DC. She knows the stillness of a yogi, the reflective road of a marathoner, and the joy of being a mom raising emerging leaders.

Karin.Hurt@LetsGrowLeaders.com www.LetsGrowLeaders.com 443.750.1249

LET'S GROW LEADERS

DAVID DYE

Author, international keynote speaker, and consultant
David Dye gives leaders the roadmap they need to transform results.

David works with leaders around the world who want to achieve breakthrough results without losing their soul (or mind) in the process.

He gets it because he's been there: a former executive and elected official, David has over two decades of experience leading teams, building organizations, and working with Boards of Directors to transform their effectiveness. He is the award-winning author of 2 books: *Winning Well: A Manager's Guide to Getting Results Without Losing Your Soul* and *The Seven Things Your Team Needs to Hear You Say.*

Known for his optimism, for making difficult concepts understandable, and for moving leaders to immediate, practical action.

David's keynotes and training programs help leaders across industries to increase their influence, solve common leadership frustrations, and improve productivity through practical leadership inspiration.

David has a BA in Political Science from the University of Colorado and a Masters Degree in Nonprofit Management from Regis University.

He and his wife, Karin Hurt, are dedicated to their philanthropic initiative, Winning Wells, which provides clean water wells to communities struggling with access to safe water throughout Southeast Asia.

David lives outside of Washington, DC. He loves the meditation of a hiking trail, the reward of high mountain peaks, and is proud of the impact his children are having around the world.

LET'S GROW LEADERS

Testimonials

"David and Karin worked really well with our team. It was **almost uncanny how relevant the content was – perfect for our team and the issues that we face** on a day-to-day basis."

-Sean Barrett, VP Product Management, Albertsons

"Karin and David **light up the stage** through **dynamic storytelling** and **highly-practical leadership solutions** participants **can implement right away**. While they're teaching teamwork and communication, they're actually demonstrating it beautifully."

-Kerri Phipps, MC, HR Asia

"**Dynamic** and **engaging**…definitely **one of the top 10 speakers that I've heard in my 40+ years**. I would highly recommend to speak at any event seeking interaction, practical knowledge and relevant application for any organization."

-Roy Burton, Chief Financial Officer, PMIWDC, Ass't Director, Treasury Inspector General

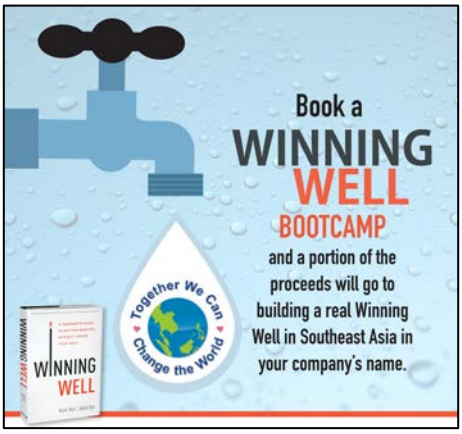
"The **Winning Well** approach is helping us to build the **focus, accountability, and competence** we need to provide a best-in-class customer experience in every interaction."

–Megan Midura, Vice President, Human Resources, Star Gas

"Karin and David bring **executive leadership experience** and they know what they're talking about. They provided **practical and easy to use tools** that we implement and use daily. As leaders, we're doing better time management, spending more time with our people and running more effective meetings with stronger outcomes. We have a **common language that all leaders can use**. **Leaders** at every level are **empowered** and **truly owned the vision** and **the way forward**."

-Carl Lytikainen, VP Customer Service, Mindbody

Winning Wells



As part of our commitment to building a Winning Well World, and as a thank you for this engagement, we would be honored to build a clean drinking water Winning Well in Cambodia in your name. There is no additional cost or commitment on your part – it is our way of leaving a positive legacy.

For more information about Winning Wells see:
Lets Grow Leaders – Giving Back

Investment

Program Fee: $6000

The investment for this program is a flat fee. There are no travel expenses.

The program fee does not include optional copies of *Winning Well: A Manager's Guide to Getting Results* or the *Let's Grow Leaders Playbook*. We can include copies of the playbook at our cost of $15 per participant.

Copies of Winning Well can be ordered from CEO Reads.

Program Agreement and Terms

No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, the Williamson County Commissioners Court, or the Williamson County Judge.

Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving seven (7) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate

in effect on September 1 of licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

Right to Audit: SERVICE PROVIDER agrees that licensee or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of SERVICE PROVIDER which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. SERVICE PROVIDER agrees that licensee shall have access during normal working hours to all necessary SERVICE PROVIDER facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. licensee shall give SERVICE PROVIDER reasonable advance notice of intended audits.

Checks are payable to **Let's Grow Leaders.**

Please complete, sign, and date this agreement. Keep one copy for your records and email or mail a signed copy with deposit to david.dye@LetsGrowLeaders.com or 8704 Polished Pebble Way Laurel, MD 20723

I appreciate the trust you've placed in us and the opportunity to serve your leaders!

For Let's Grow Leaders, LLC: For Wiliamson County

Karin Hurt
CEO
Aug 24, 2018

Name: _____
Title: _____
Date: _____

Commissioners Court - Regular Session **46.**

Meeting Date: 09/04/2018

Jail Authorized Use Agreement

Submitted By: Connie Odom, Public Information Office

Department: Public Information Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an authorized use agreement with Expressions in Video, Inc. for filming a short film in the historic jail on Saturday, September 8, 2018.

Background

Expressions in Video is requesting to use the historic jail to film a very short film. They are paying $100 for one day use of the jail plus $45.20/hour for a Facilities Maintenance employee to stay with them for 4 hours at $180.80 for a total cost of $280.80. They have submitted their proof of insurance.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

AUA Expressions In Video

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/29/2018 02:16 PM
Form Started By: Connie Odom		Started On: 08/29/2018 08:29 AM
Final Approval Date: 08/29/2018		

AUTHORIZED USER AGREEMENT

This Authorized User Agreement (the "Agreement") is made between Williamson County, Texas, a political subdivision of the State of Texas ("County") and the party named as user on the execution page of this Agreement ("USER").

RECITALS

WHEREAS, COUNTY has the right to operate and use the area or real property described in Exhibit "A"; and

WHEREAS, USER desires to use the area or real property described in Exhibit "A".

AGREEMENT

NOW THEREFORE, and in consideration of the following promises, covenants, and conditions, the COUNTY and USER (the "Parties") agree as follows:

1. USE:

In exchange for the fee described on Exhibit "A" hereto (the "License Fee"), the COUNTY does hereby grant, subject to the terms and provisions hereof, to USER permission to use the area specified in Exhibit "A" (the "Authorized Area"), for the use described in Exhibit "A" hereto, and no other purpose (the "Permitted Use").

2. CANCELLATION AND SECURITY DEPOSIT:

(a) Cancellation. USER's cancellation or failure to occupy the Authorized Area, as set forth herein, will result in the forfeiting of the License Fee. Furthermore, in the event USER fails to utilize the Authorized Area reserved herein on the date and at the time specified and for the use specified, COUNTY shall have the right to elect, in its sole and absolute discretion, in addition to any other remedy available at law or in equity, to terminate this Agreement.

(b) Security Deposit. Following USER's execution of this Agreement and prior to USER's use of the Authorized Area, USER shall deposit with COUNTY the security deposit amount set forth in Exhibit "A", as security for faithful performance of the terms of the Agreement. The deposit shall be held in a separate account for the benefit of USER, and it shall be returned to USER, without interest and less any lawful deductions of same, within ten (10) days of the expiration or termination of this Agreement.

COUNTY may deduct all reasonable charges from the security deposit, which shall include but not be limited to charges for (a) unpaid amounts and fees owing by USER under this Agreement; (b) costs of cleaning and repairing the

Authorized Area and its contents for which USER is responsible; and/or (c) other items USER is responsible to pay under the terms of the Agreement.

In the event the deductions from the security deposit exceeds the amount of the security deposit, USER will pay COUNTY the excess amount within ten (10) days after COUNTY makes written demand on USER. The security deposit will be applied first to any non-rent items then to any unpaid amounts or fees under this Agreement.

3. SERVICES AND AMENITIES; ALTERATIONS:

(a) In the event that COUNTY provides, or causes to be provided, the following amenities and services (if such amenities and services are available at the Authorized Area), USER shall be obligated, within ten (10) days of USER's use of the Authorized Area, to pay the actual costs incurred by COUNTY for such amenities and services:

i. Heating, air conditioning, and ventilation as reasonably required for comfortable use and occupancy of the fully enclosed portion, if any, of the Authorized Area.

ii. Electric current adequate for the Permitted Use.

iii. Ordinary repair and maintenance of the interior and exterior of the Authorized Area made necessary by normal wear and tear.

USER hereby acknowledges that the above described amenities and services may not be available at or on the Authorized Area. USER is hereby given notice that it shall be USER's responsibility to inspect the Authorized Area prior to executing this Agreement in order to ensure that the Authorized Area and the Permitted Use is suitable for USER's intended use and purpose. Furthermore, no interruption or malfunction of any service shall constitute an eviction or disturbance of USER's use and possession of the Authorized Area or breach by COUNTY of any of its obligations hereunder or render COUNTY liable for damages or entitle USER to be relieved of any obligation hereunder. In the event of any such interruption, COUNTY shall use reasonable diligence to restore such service.

(b) Alterations. USER shall not make any permanent alterations, additions or improvements (painting, building walls or structures, constructing improvements that would damage the Authorized Area upon removal of such improvements, installation of landscaping, etc.) to the Authorized Area or maintain signs or banners without, in each case, obtaining the consent of COUNTY. If any alterations, additions, or improvements in or to the Authorized Area are made necessary by reason of the use of the Authorized Area by USER and, provided that COUNTY grants its prior permission to USER regarding such alterations, additions or improvements, USER agrees that it will make all such alterations,

additions, and improvements in or to the Authorized Area at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use, or occupancy. **In accordance with indemnification provision set out herein, USER agrees that it will hold COUNTY harmless against all expenses, liens, claims, and damages to either property or person that may or might arise because any repairs, alterations, additions, or improvements are made.**

USER agrees to restore, at USER's sole expense, the Authorized Area to its original condition upon the termination or expiration of this Agreement; provided, however, COUNTY may, in its sole discretion, choose to retain any alterations, additions, or improvements and not require USER to remove them.

4. CLEANING OF AUTHORIZED AREA:

USER shall provide any and all janitorial and cleaning services immediately after USER's use of the Authorized Area so that the Authorized Area is cleaned and restored to the condition in which the same was found before USER used such area.

5. PAYMENT REQUIREMENTS:

(a) All payments are to be made payable to Williamson County and shall be paid upon the USER's execution and delivery of this Agreement to the COUNTY .

(b) In the event of a cancellation, as set forth above, all License Fees and payments will not be refunded. All additional costs for labor and services supplied must be paid for by USER directly if a deposit has not been paid at the time of the cancellation.

(c) All deposits and payments will be credited against costs when invoiced. Incidental costs and balance of any fees that may be due, if any, are due upon receipt of invoice.

6. CERTIFICATE OF INSURANCE:

USER shall provide COUNTY with a certificate of insurance evidencing comprehensive liability and property damage insurance with coverage of at least one million dollars ($1,000,000) combined single limit. The coverage must be on a per occurrence basis and must be issued by a company licensed to provide such coverage in the State of Texas. The COUNTY shall be named as an additional insured.

All insurance provided by USER shall provide that the same is, in relation to any insurance maintained by COUNTY, primary and such other insurance maintained by COUNTY shall be excess or non-contributory.

7. PARKING; STORAGE:

All tents, vehicles, trailers and equipment parked or situated in, on or around the Authorized Area shall be parked in accordance with COUNTY's requirements, state law and/or local municipal ordinances. In advance of use of the Authorized Area, USER must submit to COUNTY a plan that depicts the areas that USER would like to use for parking and storage. COUNTY shall, in its sole discretion, instruct USER as to the allowable areas for USER's parking and storage.

8. INTERRUPTION OR TERMINATION OF PERMITTED USE

COUNTY shall retain the rights to cause the interruption of any Permitted Use in the interest of public safety, and to likewise cause the termination of such Permitted Use when, in the sole judgment of COUNTY, such act is necessary in the interests of public safety.

9. MANAGEMENT AND SAFETY:

In permitting the occupancy of Authorized Area by USER, COUNTY retains and does not relinquish the right to issue and enforce such rules, regulations and directives as it may deem necessary for the safe, orderly and commercially sound operation of the Authorized Area. COUNTY employees and agents may enter and have access to the areas furnished hereunder at any time, and authorized personnel may enter at reasonable times necessary to the performance of their duties. COUNTY reserves the right to eject any objectionable person or persons from the Authorized Area, including and upon the exercise of this authority through COUNTY, its agents or officers, **the USER, on behalf of itself, its agents and employees, hereby waives any rights and all claims for damages against COUNTY arising from such occurrences.** The USER agrees that it will not allow any person at, in or about the Authorized Area who shall, upon reasonable nondiscriminatory grounds, be objected to by COUNTY. Such person's right to use the Authorized Area and the Authorized Area therein may be revoked by COUNTY. Unless otherwise specified in writing, COUNTY shall be entitled to schedule other events similar to the Permitted Uses both before and after the date of this Agreement without notice to USER.

USER shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the USER's use of the Authorized Area. USER shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to USER and/or its agents, contractors, employees, patrons, performers or guests, all other persons in, on or around the Authorized Area and all property in, on or around the Authorized Area, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.

USER shall erect and maintain, as required by existing conditions and the intended use of the Authorized Area, all reasonable safeguards including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities. USER shall protect adjacent properties from any damage caused by acts of USER, and shall pay for any repairs to same made necessary by any acts of USER.

10. COOPERATION WITH ALL OTHER USERS:

USER acknowledges that COUNTY will make available, for use by others, such portions, areas and facilities of the Authorized Area that are not subject to this Agreement. The USER agrees to cooperate in good faith with COUNTY and those persons using other portions and areas of the Authorized Area.

11. ALCOHOLIC BEVERAGES:

USER hereby acknowledges and agrees that **no** alcoholic beverages shall consumed or possessed by USER its agents, contractors, employees, patrons, performers or guests while in, on or about the Authorized Area.

12. **ASSUMPTION OF RISK:**

USER, in using the Authorized Area and other facilities of the Authorized Area and equipment therein, if any, whether such equipment is specifically described or not, does so at its own risk. COUNTY shall not be liable for any damages to property or damages arising from personal injuries sustained by USER or any of its agents, contractors, employees, patrons, performers or guests, in, on or about the Authorized Area, or of any other portion of the Authorized Area, including buildings, parking area walkways of the Authorized Area, unless such damage or injury is caused by the COUNTY's negligence or willful misconduct. USER assumes full responsibility for any property damage or injury which may occur to USER, its agents, contractors, employees, patrons, performers or guests in, on or about the Authorized Area or other portion of the Authorized Area, unless such damage or injury is caused by the COUNTY's negligence or willful misconduct.

13. **INDEMNIFICATION:**

USER shall conduct its activities upon the Authorized Area so as not to endanger any person thereon and USER agrees to indemnify, defend, and hold harmless COUNTY and its respective officials, officers, agents, employees and representatives (collectively, the "Indemnified Persons") from and against any and all liability, losses, claims, demands, fines, penalties, costs and expenses (including, without limitation, attorneys' fees and litigation expenses) to which any of the Indemnified Persons may become subject by reason of, or in any way related to, (i) the use of the Authorized Area by USER or its agents, contractors,

employees, patrons, performers or guests or breaches of applicable codes, laws, rules and regulations by the USER or its agents, contractors, employees, patrons, performers or guests, (ii) any action, omission or negligence, whether in whole or in part, of the USER or its agents, contractors, employees, patrons, performers or guests.

The Indemnified Persons shall not be liable or responsible for, and the USER hereby releases and forever discharges the Indemnified Persons from, any loss, damage or injury to any person or property of USER or its agents, contractors, employees, patrons, performers or guests in, on or around the Authorized Area or other portion of the Authorized Area resulting from any cause whatsoever, including but not limited to theft and vandalism. In no event shall any Indemnified Persons be liable to USER or its agents, contractors, employees, patrons, performers or guests for any consequential, special, exemplary or punitive damages suffered or incurred by USER or its agents, contractors, employees, patrons, performers or guests as a result of the actions or omissions of any Indemnified Person.

14. CAPACITY:

USER shall not permit, nor admit a larger number of persons than can safely or freely move about the Authorized Area.

15. STATUTES/PERMITS:

USER hereby acknowledges that COUNTY requires the full compliance of all Federal, State and local statutes and regulations as they may pertain to any and all activities conducted in, on or around the Authorized Area. This compliance includes sales activities and the mandated collection and remittance of all appropriate State and local sales taxes and purchase of business, parade or other types of permits.

16. NON-DISCRIMINATION:

The USER shall not discriminate against any person or persons in connection with admission, services, or privileges offered to or enjoyed by the general public because of race, creed, ancestry, sexual orientation, disability, color, sex, marital status, age, religion or national origin.

17. INFLAMMABLE MATERIALS:

USER shall not, without the prior written permission of COUNTY, use open flames, or use or store oils, burning fluids, camphene, kerosene, naphtha or gasoline or other gases for either mechanical or other purposes. USER shall file with COUNTY a written application for such use prior to USER obtaining COUNTY'S written permission therefor.

18. USE OF VEHICLES:

Except during specified move-in and move-out periods, the USER shall not drive or cause to be driven any vehicle on the Authorized Area without the written consent of the COUNTY.

19. LEGAL RECOURSE:

In the event the USER violates any of the terms or conditions of this Agreement, COUNTY shall have, in addition to any other legal recourse, the right to terminate this Agreement and obtain possession of the entire Authorized Area, and to remove and exclude the USER there from, all without service of notice or resort and without any legal liability on its part.

20. COMPLIANCE WITH LAW:

USER, at its sole cost and expense, shall comply and secure compliance with requirements, including, but not limited to, wage and hour guidelines, and shall faithfully observe and secure observance in the use of the Authorized Area of all municipal ordinances and State and Federal Statutes now in force or which may hereafter be in force.

21. NO SUBLETTING AND ASSIGNMENT:

USER shall not sublet, nor assign, pledge, hypothecate or mortgage this Agreement or any of its rights hereunder, without the prior written consent of the COUNTY.

22. LIENS:

USER agrees to pay promptly the costs, expenses and other charges incidental to the use and occupation of the Authorized Area authorized herein **and to hold the Indemnified Persons harmless from, and to indemnify and defend them against, any such expenses and charges and from all claims, demands and liens of whatever character arising by reason of contract, express or implied, or any part of any other act of omission on the part of any person other than the Indemnified Persons.** Such costs shall include all expenses and attorneys' fees incurred by the Indemnified Persons in connection with any asserted claim, demand or lien.

23. FORCE MAJEURE:

In the event COUNTY's obligations to the USER under this Agreement should be delayed, prevented or rendered impractical by any of the following events: fire, flood, riot, earthquake, civil commotion, strike, lockout, labor disturbances, explosions, sabotage, accident, war, other casualty, act of God, or any law ordinance, rule of

regulation which becomes effective after the date of this Agreement or any other cause beyond COUNTY's reasonable control, COUNTY shall not be liable to perform. The USER hereby waives any claim for damages or compensation for such delay or failure to perform, other than a return to it of any monies paid directly to COUNTY, but no other.

24. CANCELLATION BY COUNTY:

This Agreement may be canceled without liability to COUNTY, under any of the following conditions: (a) if the USER is found to have provided false or misleading information to COUNTY, (b) if COUNTY finds that the use or proposed use will be detrimental to the health, safety or morals of COUNTY or to the efficient operation of the Authorized Area for the public welfare, (c) should any individual or group (members or guests) willfully or negligently mistreat or damage the equipment or Authorized Area or violate any of the policies, rules, regulations, terms and conditions established for use of the Authorized Area, (d) for failure to notify COUNTY of cancellation of any date or dates covered by the Agreement, (e) if USER defaults on any or has not completed all conditions and requirements for use of Authorized Area within the time required prior to USER's use of the Authorized Area, (f) in case the Authorized Area or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence, including strikes, labor disputes, wars or acts of military authorities, shall render the fulfillment of the contract difficult or impossible to perform, (g) if the Authorized Area is needed for public necessity or emergency use as determined by COUNTY or (h) upon thirty (30) days' written notice to USER.

25. GOVERNING LAW, VENUE:

Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

26. BINDING EFFECT, ASSIGNABILITY:

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns subject, in the case of USER, to the provisions of Section 21 above.

27. SEVERABILITY:

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not

containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

28. INDEMNIFICATION BY COUNTY:

USER acknowledges and agrees that under the Constitution and the laws of the State of Texas, COUNTY cannot enter into an agreement whereby COUNTY agrees to indemnify or hold harmless any other party, including but not limited to USER.

29. NOTICE:

Any notice to be given hereunder shall be in writing and may be affected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

USER: As set forth on below USER's execution herein below

COUNTY: Williamson County Judge
Dan A. Gattis (or successor)
710 S. Main Street, Ste. 101
Georgetown, Texas 78626

with copy to: Williamson County Attorney
Dee Hobbs (or successor)
405 M.L.K. St., Box #7
Georgetown, Texas 78626

30. THIRD PARTY BENEFICIARIES:

This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

31. REPORTS OF ACCIDENTS:

Within 24 hours after USER becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third

person (other than an employee of the USER), whether or not it results from or involves any action or failure to act by the USER or any employee or agent of the USER and which arises in any manner relating to the USER's use of the Authorized Area, the USER shall send a written report of such accident or other event to the COUNTY, setting forth a full and concise statement of the facts pertaining thereto. The USER shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the USER, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the USER's use of the Authorized Area under this Agreement.

32. CONSTRUCTION:

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

33. RELATIONSHIP OF THE PARTIES:

Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

34. NO WAIVER:

No action or inaction taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and such action or inaction will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature.

35. OWNERSHIP OF PRODUCTION; PHOTOGRAPHY

If USER's use of the Authorized Area is for the production of photography (including without limitation by means of motion picture, still or videotape photography), all rights of every nature whatsoever in and to all still pictures, motion pictures, videotapes, photographs and sound recordings made hereunder, shall be owned by USER and its successors, assigns and licensees. In connection with USER's user of the Authorized Area and the production of photography, USER may refer to the Authorized Area or any part thereof by any fictitious name and may attribute any fictitious events as occurring on the Authorized Area. COUNTY irrevocably grants to USER and USER's successors and assigns the right, in perpetuity, throughout the universe, to duplicate and recreate all or a portion of the Authorized Area and to use such duplicates and recreations in any media and/or manner now known or hereafter devised in connection with the film, including without limitation sequels and remakes, merchandising, theme parks and studio tours, and in connection with publicity, promotion and/or advertising for any or all of the foregoing;

provided, however, the Authorized Area shall not be used for the production of any movie or scene that would be considered to be obscene pursuant to state and federal laws or as otherwise prohibited by this Agreement.

36. USES PROHIBITED

The Authorized Area shall not be used for the production of any still pictures, motion pictures, videotapes, photographs and sound recordings that would be considered to be obscene pursuant to state and/or federal laws or any use of the Authorized Area that would be defamatory to COUNTY. In the event USER should use the Authorized Area for such purposes, such use shall be deemed a material breach of this Agreement and COUNTY may avail itself of any remedies allowed at law or in equity.

37. ENTIRETY OF AGREEMENT:

This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

38. RETURN OF AGREEMENT

USER's Executed Agreement must be returned to the office of the Williamson County Judge at least twenty (20) days prior to the date that USER's intends to use of the Authorized Area, accompanied by payment of all fees and other conditions then due or this Agreement will be deemed null and void.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

AS ACCEPTED AND EXECUTED:

COUNTY:

_____
Dan A. Gattis, Williamson County Judge

DATED _____ _____, 20___

USER:

Expressions in Video, Inc.
_____
Company / Organization

Authorized Signer: Jeff Stolhand

Printed Name: Jeff Stolhand

Representative Capacity: Owner

DATED August 28 _____, 20 18

Contact Person: Jeff Stolhand

Address: 1524 S. IH-35 Ste. 160
_____
Austin, TC , _____ 78 704

Phone No.: (512) 469-7675

EXHIBIT "A"

DESCRIPTION AND GENERAL TERMS OF AUTHORIZED AREA

The COUNTY does hereby grant, subject to the terms and provisions hereof, to USER, permission to use the following specified area(s), ingress and egress thereto via corridors and public areas devoted to ingress and egress, (the "Authorized Area"), for the following use and no other purpose (the "Permitted Use"):

Date(s): **From -** Saturday September 8th **, 20** 18

To - Saturday September 8th **, 20** 18

Hours: 9 **a.m. to** 1 **p.m.***

***In the event USER uses the Authorized Area outside of COUNTY's normal business hours of 8:00 AM to 5:00 PM, Monday through Friday, or uses an unoccupied facility, USER must pay an additional $45.20 per hour in order to reimburse COUNTY for personnel costs associated with after-hours work. Portions of an hour will be rounded up to a full hour. The total sum of this amount must be paid within ten (10) days of the expiration or termination of this Agreement. If USER fails to pay any such amounts when due, COUNTY will deduct all owing amounts from USER's security deposit in accordance with Section 2.(b) of the Agreement.**

Permitted Use (Description of Use): Short Film Production
(This is a very small short film. Maximum crew size is only 3 or 4 people

Authorized Area (Location): Historic Williamson County Jail

Security Deposit: $

License Fee: $ $280.80

***Total License Fee shall be due and paid upon delivery of User's executed copy of this Agreement and prior to the date of use. Personnel and any other costs must be paid pursuant to the terms of this Agreement.**

Commissioners Court - Regular Session **47.**

Meeting Date: 09/04/2018

Texas State Library contract renewal for County Clerk

Submitted For: Nancy Rister **Submitted By:** Nancy Rister, County Clerk

Department: County Clerk

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on renewal of contract with the Texas State Library and the County Clerk.

Background

Renewal of contract for storage and microfilm services.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TSL Contract 2019

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/28/2018 03:40 PM
Form Started By: Nancy Rister		Started On: 08/28/2018 01:54 PM
Final Approval Date: 08/28/2018		

Contract for Imaging Services for Fiscal Year 2019

Texas State Library and Archives Commission
State and Local Records Management

THE STATE OF TEXAS – COUNTY OF TRAVIS

TSLAC Contract Number: 6-19-1246
WillCo Contract or Purchase Order Number: Not Provided

This Contract is entered into by and between the Texas State Library and Archives Commission, the Performing Agency, and Williamson County Clerk, the Receiving Agency, pursuant to the authority granted in, and in compliance with, the provisions of the Interagency Cooperation Act, Texas Government Code, Title 7, Chapter 771.

I. ADMINISTRATIVE CONTACT INFORMATION FOR CONTRACTING PARTIES

Receiving Agency

Name:	Williamson County Clerk
Agency Code:	1246.01
Contact Person:	Nancy Rister
Contact Phone:	(512) 943-1549
Contact Email:	nrister@wilco.org

Performing Agency

Name:	Texas State Library and Archives Commission
Agency Code:	306
TINS No:	33063063060013
Contact Person:	Michael Shea
Phone:	(512) 475-5151

II. STATEMENT OF SERVICES TO BE PERFORMED

The Performing Agency will perform records storage and imaging related services in levels not to exceed the total billable amounts in Section IV of this Contract. Billable fees for records storage and imaging related services will be assessed monthly based on actual services performed. Fees for services under this Contract are outlined in Appendix 1.

Information regarding the eligibility for storage and imaging, record preparation, transferring and transporting records, requesting or returning stored records, and the final disposition of stored records is available on the Performing Agency's website in the "Records Management" Section.

The Performing Agency certifies that it has authority to provide and invoice for these services as granted in Texas Government Code, Chapter 441, § 441.006, § 441.017, and § 441.182.

III. FEE SCHEDULE CALCULATION

All fees charged under this Contract are formulated on a cost recovery model reviewed by the Texas State Auditor's Office and the Texas Legislative Budget Board.

Reimbursable costs under this Contract will be calculated for Records Center Services in accordance with Texas Government Code as cited in Section II and as listed in Appendix 1, effective September 1, 2017.

IV. CONTRACT AMOUNT

The maximum amount of this Contract is $91,700.00 and can only be increased or decreased by an executed addendum to this Contract. Of the total amount of this Contract, $6,000.00 of this amount is designated for storage services and $85,700.00 is designated for imaging services.

The total amount of this Contract is an estimate based on prior services provided by the Performing Agency for services requested by the Receiving Agency. It is the responsibility of both the Performing and Receiving Agencies to amend this Contract as the scope of services changes during the Contract term.

V. INVOICING FOR SERVICES

The Performing Agency will submit invoices to the Receiving Agency on a monthly basis, and will provide support documentation for any change in the storage, circulation, and/or imaging charges incurred during the invoicing period. This documentation will be provided at no additional charge. Any additional reports requested by the Receiving Agency will be charged as "Other Services" and will be discussed and agreed upon by both parties prior to the start of the work.

Invoices will be submitted to the Receiving Agency as PDF files via email to the contact listed below. The Receiving Agency is responsible for informing the Performing Agency at ar@tsl.texas.gov if the billing email address changes or some other method of submission is necessary for the invoices.

The Receiving Agency's email address for receiving invoices is: nrister@wilco.org.

Questions concerning billing and accounting transactions related to this Contract should be directed to the attention of:

Texas State Library and Archives Commission
State and Local Records Management
Attention: Accounting
Box 12516
Austin, TX 78711-2516
Email: ar@tsl.texas.gov

VI. PAYMENT FOR SERVICES

Payment for services performed under this Contract will be processed monthly in accordance with the Interagency Cooperation Act, Texas Government Code, Chapter 771, § 771.008.

If the Receiving Agency is paying other than via an Interagency Transaction Voucher processed through the Texas Comptroller's Uniform Statewide Accounting System (USAS), the Receiving Agency will remit payment to the following address:

Texas State Library and Archives Commission
Accounts Receivable
Box 12516
Austin, TX 78711-2516

VII. CANCELLATION OF CONTRACT

This Contract may be canceled by either party provided the following conditions are met. To terminate this Contract, either party must submit a written notice of intent to terminate the contract to the other party at the address listed in Section I of this Contract at least 30 days prior to the intended termination date. The termination notice must reference the State and Local Records Management (SLRM) Contract Number, and must be dated and signed by the agency head or the authorized records management officer. The date of actual Contract termination must be mutually agreed to in writing by both parties to allow for the appropriate and efficient disposition of all records in storage or micro-conversion in process at the time of cancellation notice. Payment for storage services performed will be the responsibility of the Receiving Agency until all records are removed from storage, and payment for imaging services will be due for all imaging services performed prior to the agreed termination date. All fees will be calculated as outlined in the fee schedules in Appendix 1.

VIII. TERM OF CONTRACT

This Contract begins once fully executed by both parties and terminates on August 31, 2019.

The undersigned parties bind themselves to the faithful performance of this Contract. It is mutually understood that this Contract will not become effective until signed by both parties below.

RECEIVING AGENCY
Williamson County Clerk

By: _____
Dan Gattis
County Judge

Date: _____

PERFORMING AGENCY
Texas State Library and Archives Commission

By: Donna Osborne
Donna Osborne
Chief Operations and Fiscal Officer

Date: 7/27/18

GENERAL INSTRUCTIONS

An original and one copy of this entire document, including any attachments, addenda, and/or exhibits must be submitted to the Receiving Agency for approval. The Receiving Agency must sign both Contracts and return one copy to:

Texas State Library and Archives Commission
State and Local Records Management
Attention: Accounting
Box 12516
Austin, TX 78711-2516

TEXAS STATE LIBRARY AND ARCHIVES COMMISSION
State & Local Records Management Division
RECORDS STORAGE SERVICES
FEE SCHEDULE (FY 2019)

The following fees will be charged for services provided to state agencies or local governments by the Texas State Library and Archives Commission in the State Records Center at 4400 Shoal Creek Boulevard in Austin, Texas.

RECORDS STORAGE SERVICES (NIGP CODE)	Unit	Fee
1. Records Center Stack Storage (962-95-01)	Cubic Ft (CF)*	$ 0.20
2. Oversize Documents (962-95-02)	Call for quote	
3. Map Storage (962-95-03)	Call for quote	
4. Microfilm storage – 16 mm roll (962-95-04)	Each	$ 0.07
5. Microfilm storage – 35 mm roll (962-95-05)	Each	$ 0.14
6. Microfiche storage (962-95-06)	Per sheet	$ 0.0015
7. Microfilm storage – Quarantine (962-95-07)	Each	$0.21
8. Microfilm storage – Cold storage (962-95-08)	Each	$1.00
9. Microfilm storage – Freezer storage (962-95-09)	Each	$2.00
10. Disaster Recovery – storage (990-28-10)	CF	$ 3.50
11. Disaster Recovery – circulation (990-28-11)	CF	$ 5.00

Monthly Fees are assessed on the total volume of cubic feet of hard copy or microforms stored at any point during a month.

NOTE: $0.20 per cubic foot equals $0.24 per standard record storage box.

TEXAS STATE LIBRARY AND ARCHIVES COMMISSION
State & Local Records Management Division
RECORDS STORAGE SERVICES
FEE SCHEDULE (FY 2018)

ACTIVITIES SERVICES	Unit	Fee
12. Accessions (958-82-01)	Each	$ 1.10
13. Disposal and destruction (958-82-02)	Each	$ 2.75
14. Permanent Withdrawal (958-82-03)	Each	$ 2.75
15. Circulation (958-82-04)	Each	$ 1.75
16. Rush Circulation (958-82-05)	Each	$ 3.50
17. Regular Deliveries/Pickups (in City of Austin) (958-82-06)	Each	$11.00
18. Rush Deliveries/Pickups (in City of Austin) (958-82-07)	Each	$22.00
19. Special Deliveries /Pickups surcharge (in City of Austin) (958-82-08)	Each*	$ 0.50
20. Delivery mileage charge (outside City of Austin) (958-82-09)	Per mile	$ 1.25
21. Scan on demand (digital scan/transmission of documents/microfilm/microfiche) (958-8210) *Note: circulation fee also applied for pull and refile (Item 15)*	Per page/Per frame	$ 0.20
22. Scan on demand oversize documents (digital scan/transmission of documents) (958-8211) *Note: circulation fee also applied for pull and refile (Item 15)*	Per page	$1.00

**Applied only when additional staff time is needed to remove from a location or place in location 30 or more items while at an agency.*

OTHER SERVICES	Unit	Fee
23. Data entry – per line (958-82-12)	Per line	$ 0.50
24. Relabel –box or file (958-82-17)	Each	$2.00
25. Document Preparation (if required for scan on demand) (958-82-13)	Per hour*	$40.00
26. Research – box, file, microform assistance (958-82-14)	Per hour*	$40.00
27. Special reports – research and generation (958-82-15)	Per hour*	$40.00
28. Minimum monthly charge (958-82-16)	Each	$15.00

**Charged in 15 minute increments.*

Records Storage Service Descriptions

1. Records Center Stack Storage: The monthly fee is $0.20 per cubic foot. The industry standard is to assess a standard record storage box with the lid at 1.2 cubic feet each; this is equal to $0.24 per month. Storage of containers other than the standard container includes either 36 or 48" roll plan (RP36, RP48).

2. Oversize Documents: If documents are too large or too fragile to be housed in roll plan boxes, please contact the Records Center Manager to discuss alternatives. Charges will be based on the amount of space taken up on shelves. Arrangements for other types of storage and pricing will be taken on a case-by-case basis.

3. Map Storage: Oversized maps that can be stored on shelves, map cabinets, or oversized flat boxes will be accepted on a case-by –case basis as room is available. Pricing will vary based on the amount of floor space or shelf space taken up by the maps. Please contact the State Records Center Manager for additional information.

3-5. Microform Storage: Reels and Microfiche are stored in one of the microfilm vaults at the State Records Center. The rate of $0.07 is for a 16mm reel, that fee is doubled for 35mm. The cost of storing each sheet of microfiche is $0.0015.

6. Microfilm Storage – Quarantine: Film that is identified as having oxidation, vinegar syndrome, or other degradation issues will be removed from storage. Film will be segregated into a vault designated for quarantined film. The owner of the film will have the option of duplicating the film or leaving the film in quarantine vault. Microfilm stored in this area will be charged a rate of $0.21 per roll, per month. This is a new service in FY2018.

7. Microfilm Storage – Cold storage: Fragile or degrading film will be stored between 33-55 degrees to help slow the effects of the degradation. The cost will be $1.00 per roll, per month. This is a new service in FY2018.

8. Microfilm Storage – Freezer storage: Extremely fragile or degrading film will be stored below 32 degrees to help slow the effects of the degradation. The cost will be $2.00 per roll, per month. This is a new service in FY2018.

10. Disaster Recovery Vault Storage: The fee is assessed for the total volume of cubic feet stored in the disaster recovery vault that is not processed into and/or out of disaster recovery vault storage during each month, but remains in storage for the entire month.

11. Disaster Recovery Vault Circulation Services: The fee is assessed for the total volume of cubic feet processed into and/or out of the disaster recovery vault storage during each month, and includes such processing for records that are stored for less than one month.

12. Accession Services: The fee is assessed for accessioning items for storage including these activities: receive request to store; create new items in tracking software; assign locations; generate and print labels; affix labels; and add to shelves.
The charge is per item (box, reel, etc.).

13. Disposal and Destruction Services: The fee is assessed for removing items from storage including these activities: verify request against retention schedule; staff pull from shelves; staff verify boxes pulled; palletize; shrink wrap; staff present at vendor pick up for secure destruction; and staff mark items as destroyed in tracking software. The charge is per item (box, reel, etc.).

14. Permanent Withdrawal Services: The fee is assessed for permanent withdrawal of items from storage including these activities: pull from shelf; send to customer; and mark items as permanently returned to customer in tracking software. Includes items transferred from agency to agency or to transfer ownership to the State Archives. The charge is per item (box, reel, etc.).

15.1 Circulation Services: The fee is assessed for circulating items to/from storage including these activities: process request from customer to borrow or return borrowed items - stored box, file folder from box, or microfilm/microfiche; generate paper request; pull from/return to shelf; send to customer; and mark item in/out in tracking software. The charge is per item (box, file, reel, etc.) each time the item is handled.

15.2 Microfiche Circulation: Microfiche circulation will be calculated either by batch pull (pulling one set = 1 pull fee) or by individual fiche within a set if the request is for anything other than a full batch (e.g. 5 single fiche pulled from on large set or several different sets = 5 pull fees).

16. Rush Circulation Services: The fee is assessed for circulating items from storage that are requested to be retrieved prior to the next standard delivery/pick up cycle. These activities include: process request from customer to borrow items - stored box, file folder from box, or microfilm/microfiche; generate paper request; pull from a shelf; stage at records center for pick up by customer or send to customer; and mark item out in tracking software. The charge is per item (box, file, reel, etc.) each time the item is handled. In addition to the Rush circulation charge, if the item(s) is to be delivered to the customer the Rush Delivery charge will be applied as well (Item 18).

17. Regular Deliveries/pickups (in city of Austin): Records requested will typically be delivered within one business days or customer can schedule one trip per week. Fee is assessed each way for each stop (individual, department, floor, building, etc.).

18. Rush Deliveries/Pickups (in city of Austin): Applies to RUSH requests that were retrieved and delivered prior to the next standard delivery/pick up cycle. In addition, a Rush Circulation Service fee is also applied for Rush requests (Item 16).

19. Special Deliveries/Pickups surcharge (in City of Austin): This fee is added to each item over 30 items that requires additional time of State Records Center staff at the pickup/delivery site because items are not staged properly in a dock or prior agreed upon

staging area. Some examples of when the surcharge would be applied are: when SRC staff are required to remove boxes from shelves; boxes or files are scattered across a facility requiring staff to wait to have items brought to them or go to multiple locations to pick up; boxes are stacked out of order; when returning boxes staff are requested to place boxes on a shelving unit or to stack boxes in anyway other than how they are on the carts.

20. Delivery Mileage Charge (outside city of Austin): Applies to actual mileage for pickups or deliveries outside the City of Austin city limits. This is in addition to the Regular or Expedited delivery/pickup charges.

21. Scan on Demand: Applies to a per page or per frame of microforms fee for the State Records Center to scan a document and digitally transmit that document to the customer via email. NOTE: Circulation charges also apply to the scan on demand service. (Item 15).

22. Scan on Demand oversize documents: Applies to a per page fee for the State Records Center to scan a document and digitally transmit that document to the customer via email. NOTE: Circulation charges also apply to the scan on demand service. (Item 15).

23. Data Entry: The State Records Center has implemented a new automated inventory system that allows customers access to the system from their office. As a service to our customers the SRC will continue to enter accession information data or accept email and phone requests for circulation of items and then enter those requests into the system for a charge of $0.50 per line. If customers choose to do their own data entry, the charge will be waived. Creation of labels will not incur a charge.

24. Relabel: When boxes or files at the state records center are mislabeled and the owning agency requests new labels for their boxes or files. Examples of mislabeling might include misspelling names, mismatched alpha numeric codes, or removing PII from labels. This fee will not be assessed for damaged barcodes that are reprinted using the same information that was on the damaged barcode or for boxes transferred from one agency to another agency.

25. Document Preparation (if required for scan on demand): Document preparation involves repairing and arranging documents in the proper order, removing fasteners, stamping/coding, etc. Charges calculated in 15 minute increments with a minimum charge of $10.00.

26. Research – box, file, microform assistance: hourly charge of $40.00 per hour to research box contents on customer's behalf; to search multiple boxes for particular files; to find individual images on reels of microfilm or sheets of microfiche to fulfill a scan on demand request. Charges calculated in 15 minute increments with a minimum charge of $10.00.

27. Special reports – research and generation: hourly charge of $40.00 per hour to research and create custom reports for customers. Standard reports can be generated by customers through the records tracking system for free. Charges calculated in 15 minute increments with a minimum charge of $10.00.

28. Monthly Minimum Storage Fee: A minimum monthly storage fee of $15.00 will be charged at the end of each month for any customer that has a total storage cost of less than that amount.

Other Services: Other services are available and will be discussed with customers and estimates quoted before beginning work. Other services could include hourly charges to re-box materials if received in poor condition (including per box charge for new boxes); and storage of oversized and/or odd shaped records that will not fit in a standard records center box. Please call for quote.

Definitions

The following words and terms, when used in these sections, have the following meanings, unless the context clearly indicates otherwise. Terms not defined in these sections have the meanings defined in the Government Code, § 441.031-441.039 and § 441.051-441.062 for state agencies and state universities. For local governments, terms not defined in these sections have the meaning defined in the Local Government Code Chapters 201-205.

Agency: A state executive, judicial, or legislative department, institution, board, or commission, including an eleemosynary institution.

Cubic Foot (CF): The industry standard is to assess a standard record storage box with the lid at 1.2 cubic feet.

Customer: Includes state agencies and units of local government.

Disaster recovery services: The temporary off-site storage and regular rotation of a security backup copy of records for the purpose of recovering information in the event of a disaster.

Local Government: A county, including all district and precinct offices of a county, municipality, public school district, appraisal district, or any other special-purpose district or authority.

TEXAS STATE LIBRARY AND ARCHIVES COMMISSION
State & Local Records Management Division
IMAGING MICROFILM SERVICES
FEE SCHEDULE (FY 2019)

The following fees will be charged for services provided to state agencies or local governments by the Texas State Library and Archives Commission in the State Records Center at 4400 Shoal Creek Boulevard in Austin, Texas.

MICROFILMING IMAGING AND DUPLICATING SERVICES	Unit	Fee
1. Frames Filmed (Rotary Camera/16 mm) (920-30-01)	Per Frame	$ 0.07
2. Frames Filmed (Digital Archive/16 mm) (920-30-02)	Per Frame	$ 0.07
3. Original Reels Processed (5 Mil) (920-30-03)	Each	$17.00
4. Original Reels Processed (2.5 Mil) (920-30-04)	Each	$22.00
5. Original Reels Processed (35 mm) (920-30-05)	Each	$17.00
6. Reels Duplicated Silver (2.5 Mil – 16 mm) (920-30-06)	Each	$32.00
7. Reels Duplicated Silver (35 mm Direct) (920-30-07)	Each	$37.00
8. Reels Duplicated Silver (35 mm Print) (920-30-08)	Each	$37.00
9. Reels Duplicated Silver (5 Mil) (920-30-09)	Each	$27.00
10. Reels Duplicated Diazo (2.5 Mil – 16 mm) (920-30-10)	Each	$22.00
11. Reels Duplicated Diazo (5 Mil – 35 mm) (920-30-11)	Each	$27.00
12. Reels Duplicated Diazo (5 Mil – 16 mm) (920-30-12)	Each	$22.00
13. Jackets Loaded (920-30-13)	Each	$2.50
14. Jackets Duplicated Diazo (920-30-14)	Each	$2.00
15. Magazine Loaded (920-30-15)	Each	$3.00
16. Document Preparation (920-30-16)	Per hour*	$40.00
17. Postage (920-30-17)	Each	actual cost
18. Regular Deliveries/Pickups (in City of Austin) (958-82-	Each	$11.00
19. Expedited Deliveries/Pickups (in City of Austin) (958-82-07)	Each	$22.00
20. Delivery mileage charge (outside City of Austin) (958-82-09)	Per Mile	$ 1.25
21. Minimum order for filming services (920-30-18)	Each	$150.00

Charged in 15 minute increments.

Microfilming, Imaging and Duplicating Services Descriptions

The Imaging Services Unit of the State Library and Archives Commission's Records Management Division (RMD), offers some microfilm imaging services to state agencies and local governments. All microfilm produced by the unit meets the requirements found in the *Microfilming Standards and Procedures* for state agencies and local governments.

1. Source Document Microfilming: Imaging Services films documents on rotary cameras using 16mm film. The charges includes film processing; quality control editing according to client requirements; methylene blue testing; proper targeting and certification; density and resolution readings; and computer-generated container labels and transmittal Information that provide the records series title, roll number, and beginning and ending contents of each roll.

2. Digital Archiving Services: Digital archiving converts scanned images to archival microfilm for permanent storage and vital/essential record protection in the case of disaster (including technology obsolescence). Input file format should conform to TIFF Group IV single page specifications and can be sent to the Texas State Library using CD-ROM or portable hard drive. Output format is archival 16mm silver halide microfilm. The charges includes film processing; quality control editing according to client requirements; methylene blue testing; proper targeting and certification; density and resolution readings; and computer-generated container labels as well as transmittal information that provide the records series title, roll number, and beginning and ending contents of each roll.

3-5. Original Reels Processed: For reels of film produced by agency and sent to Imaging Services for processing. The charges includes film processing; quality control editing according to client requirements; methylene blue testing; proper targeting and certification; density and resolution readings; and computer-generated container labels.

6-12. Reels Duplicated: A secondary silver film or diazo copy for agency use or distribution. The charges include quality control editing according to client requirements.

13. Jackets Loaded: Jacket services include, cutting film, loading film into jacket sleeves or channels, adding to the jacket and manually labeling each jacket.

14. Jackets Duplicated: Microfiche diazo copy of jacket.

15. Magazine Loaded: Charges for services to load a roll of microfilm into a magazine/cartridge and add a leader or remove a roll from a magazine/cartridge. The magazine/cartridge of the customer's choice will be provided at cost to the customer as well. The three dollars is for loading/unloading and adding a leader only.

16. Document Preparation: Document preparation involves repairing and arranging documents in the proper order, purging documents not requiring filming, removing fasteners, stamping/coding, inserting targets, etc. Charges calculated in 15 minute increments with a minimum charge of $10.00.

17. Postage and Handling: Actual charges will be added for postage and handling to return Source documents and reels to the customer. Customer can request special services such as Delivery Confirmation.

18. Regular Deliveries/Pickups (in city of Austin): Records requested will be delivered typically within one business days or customer can schedule one trip per week. Fee is assessed each way for each stop (individual, department, floor, building, etc.).

19. Expedited Deliveries/Pickups (in city of Austin): Applies to same-day RUSH requests.

20. Delivery Mileage Charge (outside city of Austin): Applies to actual mileage for pickups or deliveries outside the City of Austin city limits. This is in addition to the Regular or Expedited delivery/pickup charges.

21. Minimum Order of Filming Services: of $150.00 will be charged at the end of each month for any customer that has a total film service cost of less than that amount.

Other Services: Other services are available and will be discussed with customers and estimates quoted before beginning work. Other services could include hourly charges to research microform contents on customer's behalf; to search multiple reels for particular images; to re-box customer's materials if received in poor condition, or not in acid free containers (including per box charge for new boxes); and hourly rates charged for custom reports (standard reports will be available at no charge). Please call for quote.

Definitions

The following words and terms, when used in these sections, have the following meanings, unless the context clearly indicates otherwise. Terms not defined in these sections have the meanings defined in the Government Code, § 441.031-441.039 and § 441.051-441.062 for state agencies and state universities. For local governments, terms not defined in these sections have the meaning defined in the Local Government Code Chapters 201-205.

Agency: A state executive, judicial, or legislative department, institution, board, or commission, including an eleemosynary institution.

Customer: Includes state agencies and units of local government.

Local Government: A county, including all district and precinct offices of a county, municipality, public school district, appraisal district, or any other special-purpose district or authority.

Microfilm: Roll microfilm, microfiche, computer output microfilm (COM), and all other formats produced by and method of microphotography or other means of miniaturization on film.

TEXAS STATE LIBRARY AND ARCHIVES COMMISSION
State & Local Records Management Division
DIGITAL IMAGING SERVICES
FEE SCHEDULE (FY 2019)

The following fees will be charged for services provided to state agencies or local governments by the Texas State Library and Archives Commission in the State Records Center at 4400 Shoal Creek Boulevard in Austin, Texas.

Standard Capture	**Imaging up to 8.5x14**		
1. B & W 200 DPI (920-30-19)		Per Image	$ 0.030
2. B & W 300 DPI (920-30-20)		Per Image	$ 0.032
3. B & W 400 DPI (920-30-21)		Per Image	$ 0.035
4. B & W 600 DPI (920-30-22)		Per Image	$ 0.040
5. Color 300 DPI (920-30-23)		Per Image	$ 0.040
6. Color 400 DPI (920-30-24)		Per Image	$ 0.045
7. Color 600 DPI (920-30-25)		Per Image	$ 0.050
Large Format Image Capture	**Imaging up to 48 inches wide**		
8. 200 DPI (920-30-26)		Per Image	$ 0.900
9. 300-600 DPI (920-30-27)		Per Image	$ 1.000
Transparency Media Capture			Not Available
Image Processing	**OCR/Searchable PDF**		
10. 200 DPI (920-34-01)		Per Image	$ 0.030
11. 300 DPI (920-34-02)		Per Image	$ 0.030
12. 400 DPI (920-34-03)		Per Image	$ 0.030
13. 600 DPI (920-34-04)		Per Image	$ 0.040
Microform Conversion			
14. Microfilm to Digital (920-34-05)		Per Image	$ 0.040
15. Microfiche to Digital (920-34-06)		Per Image	$ 0.050
Index Field - Type 1	**Automated Process**	Per Document	
16. 15 Characters (920-34-01)		Per Document	$ 0.030
17. 16-30 Characters (920-34-02)		Per Document	$ 0.030
18. 31-45 Characters (920-34-03)		Per Document	$ 0.030
Index Field 2 - Type 2	**Manual capture within doc**		
19. 15 Characters (958-82-18)		Per Document	$ 0.045
20. 16-30 Characters (958-82-19)		Per Document	$ 0.055
21. 31-45 Characters (958-82-20)		Per Document	$ 0.075
Special Document Handling			
22. Overnight Vault Storage (962-95-10)		Per Day, per container	$ 1.000
23. Environmental requirements (962-95-11)		Per Day	No Charge
Capture From Special Formats			
24. Photographic Prints (920-30-31)		Per Image	Not Available
25. Photographic Negatives (920-30-32)		Per Image	Not Available
26. Newspaper (920-30-33)		Per Image	Not Available
27. X-Rays (920-30-34)		Per Image	Not Available
28. Manuscripts (920-30-35)		Per Image	$ 0.200
29. Drawings (920-30-36)		Per Image	$ 1.000
30. Bound Books (920-30-37)		Per Image	Not Available

TEXAS STATE LIBRARY AND ARCHIVES COMMISSION
State & Local Records Management Division
DIGITAL IMAGING SERVICES
FEE SCHEDULE (FY 2019)

The following fees will be charged for services provided to state agencies or local governments by the Texas State Library and Archives Commission in the State Records Center at 4400 Shoal Creek Boulevard in Austin, Texas.

Enhancing Images			
30. Bit Depth (920-30-38)		Per Image	$ 0.015
31. Resolution (920-30-39)		Per Image	$ 0.015
32. Tonal dynamic range (920-30-40)		Per Image	$ 0.015
33. Contrast (920-30-41)		Per Image	$ 0.015
34. Color space (920-30-342)		Per Image	$ 0.015
Delivery Media By Storage Type			
35. CD (920-34-07)		Per CD	$ 1.000
36. DVD (920-34-08)		Per DVD	$ 2.000
37. USB (920-34-09)		Per USB	At Cost
38. Portable HD (920-34-10)		Per HD	At Cost
39. Media By Data Exchange(920-34-11)		Per Gigabyte	No Charge
40. Transfer to media provided by Agency (920-34-12)		Various	No Charge
41. Imaging Repository Hosting/Repository Maintenance (920-34-13)			Not Available
Personnel			
42. Document Preparation (920-30-43)		Per Hour	$ 40.000
43. Re-Preparation Services (920-30-44)		Per Hour	$ 40.000
44. Project Manager/Project Planning (920-30-45)			No Charge
Transportation			
45. Pickup/Delivery (958-82-06)	Inside Austin City Limits	Per Trip	$ 11.000
46. Pickup/Delivery (958-82-09)	Outside Austin City Limits	Per Mile	$ 1.25
Destruction			
47. Paper (958-82-21)		Per Box	$ 2.750
48. Shipping (958-82-22)		Per Box	At Cost
Output File Formatting			
49. Imaging Output in non-proprietary file formats (920-34-46)		Per Image	No Charge
50. Indexes, audit trails, etc. (Non-Proprietary file formats) (920-34-47)		Per gigabyte	No Charge
Location of Scanning - At SRC only			
Additional Services			
51. Offline Vault Storage of Digital Media monthly (990-28-10)		Per cu. ft. container	$ 3.500
52. Circulation Charges (990-28-11)		Per Trip	$ 5.000
Storage of Source Material			See Storage Fee

Commissioners Court - Regular Session **48.**

Meeting Date: 09/04/2018

budget order

Submitted By: Rebecca Clemons, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the FY18/19 Budget Order.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

proposedbudgetorder

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Wendy Coco	08/27/2018 11:03 AM
Form Started By: Rebecca Clemons		Started On: 08/27/2018 10:11 AM
Final Approval Date: 08/27/2018		

STATE OF TEXAS
COUNTY OF WILLIAMSON
AN ORDER ADOPTING THE 2018/2019 COUNTY BUDGET

WHEREAS, the Williamson County Commissioners Court is authorized and required to adopt an annual budget for all Williamson County officials and their departments after due consideration;

WHEREAS, the Williamson County Commissioners Court did invite and encourage public participation from county officers, precinct officers, department heads, and the general public, as to the various needs of the citizens of Williamson County for the fiscal year 2018/2019;

WHEREAS, the Williamson County Commissioners Court, after a full discussion of the needs, did make changes in the proposed budget filed by the County Judge in accordance with law; NOW

THEREFORE, BE IT ORDERED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT that the proposed budget filed by the County Budget Officer and amended by the Commissioners Court be adopted with the following provisions:

POLICIES RELATED TO COMPENSATION AND BENEFITS

I. SALARIES

1. Salaries for County and Precinct Officials are set as follows:

a)	Judge of the County Court	122,506.80 per year
b)	Judge of the County Court at Law #1	157,000.00 per year
c)	Judge of the County Court at Law #2	157,000.00 per year
d)	Judge of the County Court at Law #3	157,000.00 per year
e)	Judge of the County Court at Law #4	157,000.00 per year
f)	County Attorney	157,000.00 per year
g)	County Sheriff	123,762.89 per year
h)	County Clerk	101,477.33 per year
i)	County Tax Assessor/Collector	105,525.49 per year
j)	District Clerk	101,477.33 per year
k)	County Treasurer	97,634.95 per year
l)	Each County Commissioner	99,754.89 per year
m)	Each Justice of the Peace	88,804.23 per year
n)	Each Constable	84,002.46 per year

2. The number of employee positions established and authorized for each official and/or department, and the maximum allowable salary for each position is reflected in the annual approved county budget filed with the County Clerk.

II. HOLIDAYS

The established holiday schedule for paid holidays for the 2018/2019 budget year is as follows:

Veterans Day	Monday	November 12,2018
Thanksgiving Holiday	Thursday Friday	November 22, 2018 November 23, 2018
Christmas Holiday	Monday Tuesday Wednesday	December 24, 2018 December 25, 2018 December 26, 2018
New Year's Holiday	Tuesday	January 1, 2019
Martin Luther King Day	Monday	January 21, 2019
President's Day	Monday	February 18, 2019
Good Friday	Friday	April 19, 2019
Memorial Day	Monday	May 27, 2019
Independence Holiday	Thursday	July 4, 2019
Labor Day	Monday	September 2, 2019

See Addendum: The Williamson County Employee Policy Manual (April 11, 2017). Contains the policies for employee usage of paid holiday time as well as other policies affecting payroll related matters.

III. SUPPLEMENTAL PAY

Williamson County recognizes the following supplemental pay additives. The departments/offices are responsible for ensuring that the employees selected meet all of the requirements established by their offices[RC1][RC2]. [NZ3][JK4]

1. Field training Officer Pay (FTO) – Training officers must maintain the proper certification and follow all established operating procedures. The positions designated as Field Training Officers will be paid $150 per month. The following departments/offices are authorized to receive FTO incentive pay for the maximum number of positions listed:

Sheriff's Office – Maximum of 18 positions
Corrections – Maximum of 12 positions
Emergency Medical Services – Maximum of 20 positions
Mobile Outreach Team – Maximum of 2 positions

2. Crisis Intervention Team Supplemental Pay (CIT) – Members of the Crisis Intervention Team must maintain the proper certification and follow all established operating procedures. The positions designated for CIT pay will be paid $250 per month. The following departments/offices are authorized to receive CIT supplemental pay for the maximum number of positions listed:

Sheriff's Office – Maximum of 11 positions

3. Training Specialist Supplemental Pay – Training Specialist must maintain the proper certification and follow all established operating procedures. The positions designated as Training specialist will be paid $100 per pay period. The following departments/offices are authorized to receive Training Specialist pay for the maximum number of position listed:

Emergency Communications – Maximum of 4 positions

4. On – call Pay – Specific positions are classified as eligible for on-call pay due to the demand for after hour services. The positions designated for on-call pay must follow all established operating procedures. The following departments/offices are authorized to on -call pay for the maximum number of positions and amounts listed.

District Attorney's Office – Maximum of 1 Assistant District Attorney, $300 per week to be paid by the District Attorney's Asset Forfeiture Fund
Facilities Maintenance – Maximum of 2 non – exempt positions, $75 per week
Technology Services – Maximum of 1 position, $200 per week

IV. FINANCIAL POLICIES

1. **Fund Balance Policy:** Williamson County recognizes the financial importance of maintaining an appropriate level of Unassigned Fund Balance. A formalized Fund Balance Policy demonstrates to the taxpayer fiscal prudence and the ability to meet its obligations in a timely manner. Independent financial analysts rate the county's financial stability. The county's credit strength and strong management control reported by these analysts is, in part, a result of this Fund Balance Policy.

Williamson County will maintain reservations of Fund Balance, in accordance with Governmental Accounting and Financial Standards Board Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions. This Policy shall only apply to the County's governmental funds. Fund Balance shall be composed of non-spendable, restricted, committed, assigned and unassigned amounts.

2. **General Fund:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation.

Commissioners Court has assigned $1.6 million dollars of fund balance for the purpose of

funding Law Enforcement and Corrections salaries should the amount budgeted not be sufficient to fund the total amount of approved FTE's in these departments. A budget amendment will be placed on the consent agenda during the fiscal year should the departments exceed the budgeted total.

Williamson County will maintain an appropriate level of Unassigned Fund Balance in the General Fund to protect against a reduction of services due to temporary revenue shortfalls or unexpected one-time expenditures. It also helps to ensure stable tax rates. The level of Unassigned Fund Balance for the General Fund shall not be less than 35% of total General Fund budgeted expenditures. The goal of each year's budget process will be to adopt a budget that maintains compliance with the General Fund Unassigned Fund Balance Policy. If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for the following, including but not limited to:

- Tax rate stabilization.
- Only one-time, non-recurring expenditures, such as capital improvement needs.
- Address any shortfall in related funds, i.e. Road and Bridge Fund.
- Reduction of debt; to include capital leases.

If it is determined there is a deficit (an amount below the lower limit), the County must develop a plan to rebuild the Unassigned Fund Balance to 35%.

3. **Tobacco Fund:** The initial distribution of Williamson County's share of the settlement established the fund in 1999. Revenues to the fund consist of interest income and the annual distribution by the state of the state trust earnings. To ensure continuation of the fund, the Williamson County Commissioners Court has designated the portion of fund balance representing the amount of the original settlement ($2.5M). Designation means that this amount, or "principal" balance, cannot be expended. In addition to the original settlement amount, each year, 20% of the revenues from both interest income and the annual distribution from the state will be added to the designated fund balance in order to allow the fund to grow over time. Only 80% of revenues earned from interest and the earnings distributed annually by the state will be budgeted and expended. When determining the next year's budget, the amount available to expend will be calculated using actual revenue and interest revenue amounts from May 1st of the previous year to April 30th of the current year. Any unspent funds at the end of the fiscal year will be available to budget in the next year. If Tobacco Fund expenditures are budgeted to offset expenditures in other funds, the actual program cost to the other Funds will be determined prior to transferring in any dollars from the Tobacco Fund. This available balance will be tracked annually by the County Auditor's office[RC5]. [JK6]

~~3. **Tobacco Fund:** The initial distribution of Williamson County's share of the settlement established the fund in 1999. Revenues to the fund consist of interest income and the annual distribution by the state of the state trust earnings. To ensure continuation of the fund, the Williamson County Commissioners Court has designated the portion of fund balance representing the amount of the original settlement ($2.5M). Designation means that this amount, or "principal" balance, cannot be expended. In addition to the original settlement amount, each year, 20% of the revenues from both interest income and the annual distribution from the state will be added to the designated fund balance in order to allow the fund to grow over time. Only 80% of revenues earned from interest and the earnings distributed annually by the state will be budgeted and expended. When determining the next year's budget, the amount available to expend will be calculated using actual revenue and interest revenue amounts from~~

~~May 1st of the previous year to April 30th of the current year. Any unspent funds at the end of the fiscal year will be available to budget in the next year. If Tobacco Fund expenditures are budgeted to offset expenditures in other funds, the actual program cost to the other Funds will be determined prior to transferring in any dollars from the Tobacco Fund. This available balance will be tracked annually by the County Auditor's office.~~

4. **Self-Insured Health Plan Fund Policy**: Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Benefits Fund to protect against an inability to pay for claims and administration associated with the self- insured health plan due to temporary revenue shortfalls. It also helps to ensure stable employer and employee contribution rates.

The Self-Funded Health Plan Fund currently has a "goal of reaching and maintaining 25% of expected claims". The goal of each year's budget process will be to endeavor to adopt a budget that maintains compliance with the Benefits Fund Unassigned Fund Balance Policy.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for contribution rate stabilization.

If it is determined there is a deficit (an amount below the lower limit), the County may develop a plan to rebuild the Unassigned Fund Balance to 25% of expected claims.

5. **Radio Communication Systems (RCS) Fund Policy:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Radio Communications Systems Fund to protect against unforeseen operating issues. These unforeseen issues can result from environmental or project related items. It also helps to ensure stable radio user fees for the user community.
The Radio Communication Systems Fund has a "goal of reaching and maintaining 30% of total Radio Communication Systems expenditure budget.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for:

- Only one-time, non-recurring expenditures, such as tower improvements
- Fee stabilization

If it is determined there is a deficit, the Radio Communication Systems Board will develop and recommend a plan to the County to rebuild the Unassigned Fund Balance to 30%.

Use and Distribution of Specific Special Revenue Funds and Accounts

6. **Child Safety Fund:** – This fund is used to deposit a $1.50 fee collected on each vehicle registration and court costs collected by justice, county, or district courts for violations that occur within a school-crossing zone of $25 per violation. This fund is used to provide a school crossing guard program and/or programs designed to enhance child

safety, health, or nutrition. The Commissioners Court, by an order adopted in October 2010, has directed these funds to be distributed in the following manner: 10% of Total Collections less an administrative fee shall be distributed to the Williamson County's Children's Advocacy Center. The remainder shall be distributed to the school districts on a pro rata basis based on attendance. These funds will be distributed annually after the close of the prior fiscal year.

7. **School Fund:** Williamson County maintains a working interest ownership in two natural gas producing properties located on what was formerly county-owned property. The mineral rights that have been retained are designated to be distributed to school districts within the county based on the number of students who reside in the county. This distribution will occur annually at the close of each fiscal year and will coincide with the distribution of the Child Safety Fund proceeds.

8. **Employee Fund**: The Employee fund is proceeds collected from Williamson County's vending machine contract. Use of these funds must be **pre-approved** by the County Judge.

These funds may be used for the following purposes:

a) To offset the cost of County employee events
b) Flowers for the death of an employee only
c) An award or plaque upon retirement for employee recognition. All purchases must display (i.e. engraving) information regarding the purpose of the employee recognition.
   (Purchasing guidelines must be adhered to)
   i. The employee must be vested
   ii. $40.00 allowed for employees with up to 15 years of service
   iii. $80.00 allowed for employees with over 15 years of service
d) Employee recognition events and programs

No reimbursement of sales tax will be allowed.
The amount allowed for use may never exceed the actual balance in the fund.
Purchases from this fund are approved by the County Judge.

9. **WM-City of Hutto and Hutto ISD Fund**: The WM-City of Hutto and Hutto ISD Fund consists of proceeds paid by Waste Management annually. Per the agreement, these funds represent 2% of the Tip Fee and are to be expended for the benefit of the City of Hutto and Hutto ISD. The expenditures are at the County's sole option. The annual distribution will be allocated 50% to the City of Hutto and 50% to Hutto ISD. Each entity is required to request any disbursements from the fund.

10. **Williamson County Community Facility Fund:** This fund consists of fees collected through the Williamson County Landfill. Community organizations, groups, and individuals may submit a funding request to the Williamson County Commissioners Court

for the construction, improvement, or remodel of community facilities located in Williamson County that serve a public purpose.

11. **Use of Flex Funding Account for Mental Health Mobile Outreach Team:** In order to mitigate the incidence of public mental health crisis and save the taxpayers from spending additional funds on costs that could otherwise be limited for *public* health-related services, the Williamson County Commissioners Court finds there is compelling need to establish and authorize the use of a mental health Flex Funding Account by the Mobile Outreach Team.

Therefore, pursuant to the Texas Local Government Code, § 111.068(b) (citing the "interest of the tax payers" in budget matters), the Texas Health and Safety Code, § 121.003(a) (authorizing commissioners court to "enforce any law that is reasonably necessary to protect the public health."), and the common law granting the County authority to regulate the public health and safety, the Williamson County Commissioners Court approves the Mental Health Mobile Outreach Team Flex Funding Account. Typical Flex Funding expenditures may include, but are not limited to transportation vouchers, payment for medical appointments, medication/pharmacy vouchers/payments, payment for therapy sessions (short to mid-term), food and motel vouchers, payment toward utility or other essential household bills. The Mobile Outreach Team has Policies and Procedures to ensure compliance with this policy. The fund is subject to further oversight, including but not limited to, auditing by the Williamson County Auditor's Office.

V. PURCHASING – GENERAL PROCEDURES

1. The purpose of this section is to facilitate the judicious expenditure of county dollars. This policy will provide consistent procedures for the acquisition of materials, supplies, and services required by Williamson County. The responsibility to adhere to all Purchasing policies rests with the employee, supervisor, department head, or elected officials who certifies conformance to them. Any questions related to conformance should be directed to the Purchasing Department prior to making a purchase.

2. County purchasing policies must be strictly adhered to for all purchases and can be located on the SharePoint Purchasing Portal at: *https://wilco365.sharepoint.com/purchasingportal*.

   - County Purchase Requisitions and Purchase Orders must be submitted electronically. All Department Heads/County Officials shall ensure Purchase Requisitions are not created and approved in Oracle by the same individual. There must be a separation between Requisition originators and Requisition approvers. This is to ensure proper segregation of duties to prevent error and fraud.
   - All purchases for materials, supplies and services require Purchasing approval prior to placing the order. The preferred approval method is issuance of a Purchase Order but Procurement Cards (P-cards) may be used for specific situations.
     - *Purchases $5,000 or greater require approval of the County Judge.*

- Requests for a Purchase Order **after** the order is placed will not be processed except for the following items:
    - Repair services (i.e. equipment repairs, vehicle repairs etc., includes purchase and/or replacement of any parts). Purchase Requisition must be entered as soon as possible after the purchase was made.
    - Goods and Services purchased during an emergency (i.e. public calamity). Requisition must be entered as soon as possible, after the purchase was made and the purchase must be exempted during the next possible Commissioners Court meeting
- Purchases for supplies and materials for which a Purchase Order was not issued prior to the purchase must be approved by the County Judge. Please complete the *County Judge Approval Form* located on the Auditor's Portal for these purchases.

3. Procurement Cards (P-cards**)** may be utilized as an alternate purchasing method to Purchase Orders for small dollar purchases, registration fees, business travel and training. P-card holders must adhere to the Williamson County Procurement Policy located in the Procurement Card Manual at the SharePoint Purchasing Portal at https://wilco365.sharepoint.com/purchasingportal.
    - Cardholder is responsible to verify budget funds are available before the purchase is made.
    - *Purchases $5,000 or greater require approval of the County Judge.*
    - The procurement card monthly Expense Report and all receipts must be submitted to Accounts Payable within 5 business days of the statement close date. [NZ7] All statements and documentation should be submitted electronically for payment.[JK8]:
    - ~~The procurement card monthly Expense Report and all receipts must be submitted to Accounts Payable within 5 business days of the statement close date. .~~
    - Personal charges on the procurement card are strictly prohibited and may result in disciplinary action including suspension of card privileges and/or termination of employment.

43. Information for conducting purchases on behalf of Williamson County can be located on the intranet Purchasing Portal located at: *https://wilco365.sharepoint.com/purchasingportal*. This site provides county departments access to:

    a. Policies, Procedures and Manuals
    b. Training Materials
    c. Forms
    d. Guides and other tools to assist in the purchasing process

54. Any questions related to compliance with intent ~~conformance~~ of county Purchasing Policies should be directed to the Purchasing Department prior to making a purchase.

    http://www.wilco.org/CountyDepartments/Purchasing

VI. ACCOUNTS PAYABLE - GENERAL PROCEDURES

1. The purpose of the Accounts Payable procedures is to promote the prudent exercise of judgment when spending county dollars. This policy will provide accountability and consistent Accounts Payable procedures in the issuance of checks for Williamson County obligations. The responsibility to observe these guidelines rests with the employee, supervisor, department head, or elected official who certifies conformance to these guidelines by approving the expenditure.

   a) Any bill or invoice must be submitted to the County Auditor for payment within five (5) days of receipt by the Department. All expense reimbursements must be received in the County Auditor's office within sixty (60) days of the expenditure.
   b) Checks for payment of county obligations will be issued not later than 30 days after the date the invoice is received in the Accounts Payable department, pursuant to Texas Govt. Code Sec. 2251.021.
   c) Checks will be issued every Tuesday. When an issuance date falls on a holiday, checks will be issued on the first working day after the holiday. .
   d) The cutoff day for receiving invoices for each check run will be Wednesday at 11am. The Accounts Payable department will endeavor to process invoices that are received from Friday~~Thursday~~ to the following Thursday~~Wednesday~~ approximately 12~~3~~-20 days after the invoice is received in our department.
   e) Any invoice or expense reimbursement requiring additional review or signatures may cause delays in processing.
   f) Manual checks will be issued in emergency situations only with the County Treasurer's approval.
   g) Purchase orders are required for ALL purchases of materials and supplies, pursuant with the Texas Local Government Code, Chapter 113, Section 901 and the County Purchasing Manual. The Auditor's office will not process payment for an invoice without the required purchase order. Any expense incurred without the required Purchase Order must be submitted to the County Judge, along with the County Judge Approval Form, for his waiver of the Requisition requirement prior to submitting the expense to Accounts Payable for payment.
   h) All Department Heads/County Officials shall ensure purchase requisitions are not created and approved in Oracle by the same individual
   i) Discrepancies between invoices & purchase orders should be brought to the attention of the Purchasing department before submitting to Accounts Payable.
   j) PO numbers should be included on the invoice from the vendor. If the PO number is not indicated, the department should include the PO on the invoice when submitting it to the Accounts Payable Department.
   k) Invoices shall be submitted as a signed original or electronically. Do not submit both ways to avoid duplication of payment. Please include all relevant back up documents and signatures with the electronic copy.
   l) All authorizations and account coding should be made on the invoice.
   m) Approval signatures and account coding should not be made on the remittance portion of the invoice. If necessary, attach an additional sheet with approval authorization.

n) If a PO is not required (Consult Purchasing Guide), and there is no invoice, please submit a check request form with appropriate documentation directly to Accounts Payable. Please note, in either circumstance there is a 12~~3~~-20 day processing time from the date Accounts Payable receives the request.

o) Any questions or extenuating circumstances should be directed to the Accounts Payable department.

p) A request for reimbursement for an on-line expense (e.g., e-tickets or hotel deposit) must include a printout of the on-line/e-mail receipt which includes itemized documentation of the expense. .

pq Cell phone use will be reimbursed/paid according to the county cell phone policy.

r) Any mailings sent by a county department or official using county funds must be in furtherance of legitimate county business and must comply with all state ethics rules and other laws and regulations.

s) All county meetings should be held in county facilities whenever feasible and such facilities are available. If the county meeting space is not available, other publicly owned facilities, such as those owned by cities, utility districts, or school districts, should be utilized as the rental of these facilities is often at little or no cost.

t) Transfer of funds **out** of the following line items will not be allowed:

i) Training
ii) Gasoline
iii) Cell Phones

u) Transfer of funds **into** any of the above line items may be allowed.

v) Transfer of funds out of, within, or to the following line items will not be allowed, with the exception of line item 1107/Temp-Seasonal:

i. Salaries- This pertains to salary line items that are budgeted based on position control. This includes object codes 1100, 1101, and 1105. Line item transfers between 8000 accounts and salary lines for the purpose of merit money allocation/ re-allocation are permissible and will be placed on the agenda for Commissioners Court approval/review.
ii. Fringe Benefits

w) All recruitment items purchased must comply with Article III, section 52 of the Texas Constitution. Thus, the predominant purpose of any expenditures on recruitment materials must be to accomplish a "direct" public purpose and be in compliance with the provisions of this policy in order to ensure that Williamson County receives a return of public benefit from said expenditures. Williamson County recognizes the need to identify, recruit and hire qualified employees.

i. Funds for recruitment items must be approved during the annual budget process.
ii. Items must not state the name of any individual, but instead the name of the county and/or department or office.

iii. "Give Away" items such as pens, pencils, etc. should not exceed $2.00 per item.
iv. All purchases must follow procurement guidelines.

VII. COUNTY VEHICLES

1. It is prohibited by law to utilize county owned vehicles for personal use. Any county employee that resides outside the county, and utilizes a county owned vehicle during their work day, is required to return that vehicle to their primary work location following their assigned work shift. Elected Officials or Senior Directors may grant an employee the ability to take a County vehicle home for a specific occasion or an event, if it is in the business interest of the County to do so.

   The following is an all-inclusive list of positions that may be required to respond to emergencies outside of their normal work assignments, and may, with the concurrence of their department head or elected official, take a county vehicle to their residence, within Williamson County, at the end of their shift to allow them to respond as required.

   a) The Sheriff and paid law enforcement as follows: Sheriff's Patrol Deputies, Sheriff's Detectives, on call Crime Scene Technician, on call Animal Control Officers, Sergeants, Lieutenants, Commander and Chiefs
   b) One Chief and three Commanders in the Corrections Division of the Sheriff's Office
   c) Each Constable and Deputy Constables
   d) Investigators in the District Attorney and County Attorneys offices
   e) Two on call maintenance employees designated by the Maintenance Division Director
   f) The EMS Director, EMS Deputy Director, Division Commanders, and Operation Commander(s) approved by EMS Director
   g) The Fire Marshal Special Operations Chief, Asst. Fire Marshal, Special Operations Asst. Chief
   h) The Assistant County Engineer for Field Operations, the Director of Field Operations, (9) Senior Foremen and Foreman, (1) County Inspector
   i) The Director of 911 Communications and Deputy Director who may take home the vehicle when on duty in absence of the Director of 911 Communications
   j) The MOT Director and all on call MOT counselors
   k) The Director of Emergency Management and the Deputy Director of Emergency Management
   l) The Wireless Communications Director and the Wireless Communications Tower Technician

~~***The following list has been grandfathered in by the previous court, will not be expanded and shall show significant decreases in each budget year until phased out.***~~
The following list has been grandfathered in by the previous court, will not be expanded and shall show significant decreases in each budget year until phased out.
[NZ9]

Sheriff's Office
S. Zion
D. Garrett

Constable Office Pct. 2
S. Holt

County vehicles assigned to departments or individuals that are not take-home vehicles, shall be returned and parked at the end of each work day at the facility where the primary office is located.
It is expressly forbidden under this order for any county vehicle to be used for personal use at any time.

2. A County Fleet Committee will review fleet policies and purchases and make recommendations for budgeting purposes. This committee will consist of one representative from each Constable's Office, the Budget Office, Emergency Services, Fleet Department, Human Resources, Infrastructure, Purchasing, and the Sheriff's Office. ~~Commissioners Court member, the Fleet Director, Sr. Director of Human Resources, Sr. Director of Infrastructure, Purchasing Agent, and a representative from the Budget Office~~. The Auditor's Office~~Purchasing Agent~~ is a non-voting member.

3. All accidents involving County vehicles and equipment must be reported to the Risk and Safety Coordinator in the Human Resources Department to ensure appropriate claims processing. Vehicles removed from service are reported on the Court agenda and accident reports are sent to the court when applicable.

4. New vehicles, equipment, and buildings must be reported to the Risk and Safety Coordinator in the Human Resources Department immediately in order to ensure that proper insurance coverage is in place.

VIII. COMMISSIONERS COURT

This order designates the Commissioners Court will meet on Tuesdays each month.

WHEREUPON MOTION MADE AND SECONDED, the ORDER ADOPTING THE AMENDED 2018/2019 WILLIAMSON COUNTY BUDGET ORDER was passed on a vote of 5 for, and 0 against on the 2018.

This ORDER being adopted, the County Judge is authorized to sign the ORDER and the County Clerk is instructed to record the ORDER and the Budget in the official minutes of the Commissioners Court.

Attest:

Dan A. Gattis, County Judge

Nancy E. Rister, County Clerk

The Following Addendums are included fully in the Budget Order as approved by the court:

Williamson County Cell Phone Policy

Policy

Williamson County will no longer purchase cell phones or provide cell phone service for individual use except for those required for security reasons. For the majority of County employees, a stipend policy has been implemented and is laid out below.

Procedures for the Stipend Policy

I. Each department head or elected official will identify who they require to maintain a cell phone account in order to conduct official county business. Only regular full-time employees and department heads will be allowed a stipend. The funds for cell phone stipends must be submitted and approved as part of each department's annual budget process.

II. Seven levels of cell phone stipends will be established:

- $20.00 Per Month – ($10.00 per pmt)
- $30.00 Per Month - ($15.00 per pmt)
- $40.00 Per Month – ($20.00 per pmt)
- $50.00 Per Month – ($25.00 per pmt)
- $60.00 Per Month – ($30.00 per pmt)

$70.00 Per Month – ($35.00 per pmt)
$80.00 Per Month – ($40.00 per pmt)

III. Stipends will be paid semi-monthly for each approved employee or department head (will not be included on the third paycheck that is received twice each year). The cell phone stipend shall be removed by the department whenever an employee is on Administrative Leave with pay.

IV. Employees who are currently assigned a County owned cell phone will be allowed to keep the phone if approved for a stipend and may use the phone to obtain individual phone service. Any current county owned cell phone must be returned to the Auditor's Office if the employee terminates, changes positions, elects to obtain a different phone or is denied a County stipend. Any employee allowed to keep a currently issued County owned cell phone will keep the phone in good working condition. Replacement cost and/or maintenance will be the employee's responsibility.

V. All current County maintained cell phone accounts will be terminated as soon as possible when the current contract ends. No additional termination fees will be approved for payment unless approved by the County Judge.

VI. The cell phone stipend is considered supplemental income subject to IRS taxes and reporting requirements and will be processed through Payroll and will be included in the employee's gross income. Retirement contributions will also be deducted and matched in accordance with TCDRS.

VII. Expenditures over the allowed stipend will not be reimbursed.

VIII. An approved cell phone stipend will not follow an employee if the employee changes positions.

IX. Each department head or elected official is responsible for verifying and monitoring their employees receiving a cell phone stipend has obtained the required service. Disciplinary action up to and including termination may result in an employee who receives a stipend and does not provide their department head or elected official with the proper documentation of cell phone service. Each department will maintain a list of cell phone numbers for those individuals with stipends for audit purposes.

X. To minimize the risk of incurring unpaid time worked, Offices and Departments should carefully monitor phone and e-mail access outside of scheduled time worked for non-exempt employees. Failure to comply with this policy may result in termination.

Non-Reimbursable Expense Policy

The following list includes items that are not reimbursable by the County. Per Section 52 of the Texas State Constitution, all items using County funds must serve a direct benefit to the County. Any non-reimbursable expenses or charges on the County Procurement Card, must be reimbursed to the County as soon as possible.

I. Personal Purchases – Personal purchases are NOT allowed. Below are a list of examples:

- Damage to any personal items (clothing, vehicles/auto repairs, etc.)
- Personal phone calls
- Laundry services or personal clothing,
- Personal doctor bills, prescriptions, and other medical services
- Entertainment, movie rentals, saunas, massages, or exercise facilities
- Baby-sitter fees, personal kennel costs, pet or house-sitting fees
- Expenses incurred by a spouse or other individual accompany you on business.

II. Meals/Food/Drink:

- Coffee, tea, and other related items used by employees while in the office.
- Alcoholic beverages/tobacco products
- Drinking water services

III. Travel:

- Short term or valet parking at the airport (other than short term parking related to prison transports). Parking should not exceed $15 per day. Economy B-G Lots are long term parking lots at ABIA, and are approved for County employee parking.

- For Non-Airport Parking – Valet service is not an option unless safety is a concern. ~~Sales tax on hotel parking~~
- Mileage to/from County functions, not related to official County business (ex: retirement party)
- Transportation to places of entertainment or similar personal activities
- Excessive weight baggage fees or cost associated with more than two airline bags
- Up-grades to airfare, hotel or car rental

IV. Miscellaneous

- Expenses related to County Government Week or holiday decorations
- Flowers/plants
- Greeting, thank you, or holiday cards
- Fines and/or penalties
- Credit card delinquency or service fees
- Lifetime memberships to any association
- Donations to other entities
- Any items that could be construed as campaigning
- Sales tax on goods purchased
- Community outreach items exceeding $2 per item

Commissioners Court - Regular Session **49.**

Meeting Date: 09/04/2018

Emergency Jail Safety Padding Repair

Submitted For: Randy Barker **Submitted By:** Melissa Gurka, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the service contract between Marathon Engineering Corporation and Williamson County for jail safety padding repair, in the not-to-exceed amount of $12,576.00, and exempting this purchase from competitive bidding requirements as per Texas Local Government Code Discretionary Exemption 262.024(a)(2) and (a)(3).

Background

The isolation cell's safety padding was exposed to a massive amount of water during the June 26 flooding in the jail from a water main break in the ceiling. This caused major damage, rendering these cells un-usable until repairs are completed. This in turn greatly affects the jail operations in housing inmates that are deemed to need this type of containment. Only Marathon Engineering is able to provide this service due to this being a repair to a patented product. The department point of contact is Tom Stanfield. This expenditure will be charged to P411 which was approved as a capital request for FY2018.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Signed Contract with Quote

Email justification

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/30/2018 10:59 AM
County Judge Exec Asst.	Wendy Coco	08/30/2018 10:59 AM
Form Started By: Melissa Gurka		Started On: 08/09/2018 09:42 AM
Final Approval Date: 08/30/2018		

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

SERVICES CONTRACT
(Jail Safety Padding Repairs)

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 **Marathon Engineering Corporation**, (hereinafter "Service Provider"), with principal offices at 5615 2nd St. West, LeHigh Acres, FL 33971. The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational goods and 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 **Proposal(s) dated April 13, 2018 and June 4, 2018**, which are attached and incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is $12,576.00, 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.

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.

Should The County choose to add services in addition to those described in attached proposal(s), such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

VII.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

	Type of Coverage	**Limits of Liability**
a.	Worker's Compensation	Statutory
b.	Employer's Liability	
	Bodily Injury by Accident	$500,000 Ea. Accident
	Bodily Injury by Disease	$500,000 Ea. Employee
	Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$ 500,000	$ 500,000
Aggregate policy limits:		$1,000,000

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code,

Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

VIII.

Entire Contract & Incorporated Documents: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

1) This contract;

2) Proposals dated April 13, 2018 and June 4, 2018; and

3) Any required insurance certificates for this project.

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or incorporated documents.

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. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

XII.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

XIII.

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.

XIV.

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.

XI.

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

XVI.

Right to Audit: 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.

XVII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this contract on behalf of The County.

WITNESS the signatures of all parties in duplicate originals this the _____ day of _____, 2018.

WILLIAMSON COUNTY:

_____
Authorized Signature

SERVICE PROVIDER:
Marathon Engineering Corp.

_____
Authorized Signature

Exhibits (Proposals dated April 13, 2018 and June 4, 2018)

MARATHON ENGINEERING CORPORATION
5615 2nd STREET WEST
LEHIGH ACRES, FL 33971
PH: (239) 303-7378 FX: (239) 303-7364

VC-3

June 4, 2018

QUOTE #2018-3093

PROJECT QUOTE: **WILLIAMSON COUNTY JAIL – JUNE 2018 REPAIR**

SECTION: Safety Padding Repair

PROJECT LOCATION: GEORGETOWN, TX

CONTACT: JAMES ROSE
EMAIL: jrose@wilco.org

SCOPE OF WORK: Provide materials, labor and one mobilization in order to replace a 3' x 2' area of padding on the wall, and a 3' x 3' area of padding on the floor as well a threshold piece of padding in VC-3. The entire room will be ground and have a new layer of top coat applied. Please note, top coat sealer may not be an exact match to existing top coat currently in the facility. Pricing is valid for 60 days from date on quote. Any applicable permits/license fees and applications are not included and will be completed by others.

PRICE: ***Four thousand nine hundred seventy dollars ($4,970) ***

PAYMENT DISCOUNT: Marathon Engineering Corporation offers a 9.25% ($460) discount for payment in full at the time of contract issuance.

PAYMENT TERMS & CONDITIONS:

1. Pricing is derived from the dimensions and the Scope of Work that is expressively listed on this quote, unless otherwise indicated. Any variance in dimensions greater than 2% or any additional surfaces to be padded (i.e. ceiling when not listed) will need to be considered in the form of a written change order.
2. **A CHECK OR CREDIT CARD FOR 50% IS DUE UPON SCHEDULING AND THE BALANCE AT COMPLETION OF WORK. PLEASE NOTE, WE ARE CURRENTLY 45-60 DAYS OUT FOR SCHEDULING FROM DATE OF CONTRACT & DEPOSIT.**
3. Late payments (for change order work) shall accrue interest at a rate of 1.5% per month.
4. Marathon Engineering Corporation, manufacturer and installer for Gold Medal Safety Padding™, will supply warranty for all material furnished and work performed in conjunction with the above referenced project, in accordance with the Contract Documents and authorized modifications thereto, and will be free from defects due to defective materials or workmanship for a period of one (1) year from the Date of Substantial completion, which is the last day that Marathon Engineering Corporation is physically working on the project jobsite excluding aesthetic, remedial, and punch list work.
5. Pricing excludes any payment or performance bonding.
6. Pricing DOES NOT INCLUDE prevailing wages.

EXPIRATION: This Contract Proposal expires sixty (60) calendar days from the date issued unless earlier withdrawn or extended in writing. Please do not hesitate to contact me with any questions or if I can be of any assistance. I can be reached at our offices at (239) 303-7378 or via email at ghrunka@earthlink.net.

Thank you once again for your consideration.
Sincerely,

George Hrunka, President & CEO

MARATHON ENGINEERING CORPORATION
5615 2nd STREET WEST
LEHIGH ACRES, FL 33971
PH: (239) 303-7378 FX: (239) 303-7364

April 13, 2018

QUOTE #2018-3058

PROJECT QUOTE: **WILLIAMSON COUNT JAIL – FLOOR REPLACEMENT**

SECTION: Safety Padding Repair

PROJECT LOCATION: GEORGETOWN, TX

CONTACT: JAMES ROSE
EMAIL: jrose@wilco.org

SCOPE OF WORK: Provide materials, labor and one mobilization in order to tear out damaged floor padding and replace it with new Gold Medal Safety Padding. Cell is approximately 13' X 6'3" (bench and bench padding will not be replaced). Damaged padding will be placed in dumpster provided by owner. Please note, top coat sealer may not be an exact match to existing top coat currently in the facility. Pricing is valid for 60 days from date on quote. Any applicable permits/license fees and applications are not included and will be completed by others.

PRICE: ***Seven thousand six hundred six dollars ($7,606) ***

PAYMENT DISCOUNT: Marathon Engineering Corporation offers a 9.25% ($704) discount for payment in full at the time of contract issuance.

PAYMENT TERMS & CONDITIONS:

1. Pricing is derived from the dimensions and the Scope of Work that is expressively listed on this quote, unless otherwise indicated. Any variance in dimensions greater than 2% or any additional surfaces to be padded (i.e. ceiling when not listed) will need to be considered in the form of a written change order.
2. **A CHECK OR CREDIT CARD FOR 50% IS DUE UPON SCHEDULING AND THE BALANCE AT COMPLETION OF WORK. PLEASE NOTE, WE ARE CURRENTLY 45-60 DAYS OUT FOR SCHEDULING FROM DATE OF CONTRACT & DEPOSIT.**
3. Late payments (for change order work) shall accrue interest at a rate of 1.5% per month.
4. Marathon Engineering Corporation, manufacturer and installer for Gold Medal Safety Padding™, will supply warranty for all material furnished and work performed in conjunction with the above referenced project, in accordance with the Contract Documents and authorized modifications thereto, and will be free from defects due to defective materials or workmanship for a period of one (1) year from the Date of Substantial completion, which is the last day that Marathon Engineering Corporation is physically working on the project jobsite excluding aesthetic, remedial, and punch list work.
5. Pricing excludes any payment or performance bonding.
6. Pricing DOES NOT INCLUDE prevailing wages.

EXPIRATION: This Contract Proposal expires sixty (60) calendar days from the date issued unless earlier withdrawn or extended in writing. Please do not hesitate to contact me with any questions or if I can be of any assistance. I can be reached at our offices at (239) 303-7378 or via email at ghrunka@earthlink.net.

Thank you once again for your consideration.
Sincerely,

George Hrunka, President & CEO

Melissa Gurka

From: Dale Butler
Sent: Wednesday, August 29, 2018 11:42 AM
To: Melissa Gurka
Subject: Jail Cell Padding

Melissa,

Please consider the emergency purchase justification for the cell padding based on the following:

> ”The Isolation Cells Safety Padding was exposed to a massive volume of water during the 6/26 Flooding, which caused major damage, rendering these cells un-usable until repairs are completed. This in turn greatly affects the Jail Operations in housing inmates that are deemed to need this type of containment. “

Thank You,

Dale Butler
Facilities Director
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626
512-943-1609

NOTICE OF CONFIDENTIALITY: The information in this communication is confidential and intended only for the exclusive use of the addressee. The copying, distribution, or other use of this communication by the addressee or any other person or entity is prohibited. If you have received this communication by mistake, please notify the sender immediately and destroy all forms of this communication.

Commissioners Court - Regular Session **50.**

Meeting Date: 09/04/2018

Infax System Support Agreement

Submitted For: Randy Barker **Submitted By:** Dianne West, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the annual System Support Agreement with Infax, Inc., for system and maintenance support of the Electronic Docket System covering the term of 10/1/2018 through 09/30/2019 for the annual amount of $8,300.

Background

This is for system and maintenance support of the Electronic Docket System installed at Williamson County's court locations. Infax Court Docketing Maintenance, the digital monitor displays outside the courtrooms that show the dockets and other court information, is budgeted under Information Technology-software maintenance line item 01.0100.503.004505.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Infax System Support Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/30/2018 09:35 AM
County Judge Exec Asst.	Wendy Coco	08/30/2018 09:44 AM
Form Started By: Dianne West		Started On: 08/27/2018 02:02 PM
Final Approval Date: 08/30/2018		

Infax

4250 River Green Parkway, Suite D
Duluth, Georgia 30096

770 209 9925 Main
770 209 0671 Fax

Sales@Infax.com
www.Infax.com

SYSTEM SUPPORT AGREEMENT-PREMIUM

Terms and Conditions

WHEREAS, Williamson County, TX (hereinafter, "CUSTOMER" and detailed in Exhibit 1) has purchased an **INFAX SYSTEM,** consisting of hardware and software; and WHEREAS, CUSTOMER desires INFAX INCORPORATED (hereinafter, "INFAX"), to provide system support (hereinafter, "SSA"); NOW, THEREFORE, in consideration of the following mutual promises, covenants, and conditions, the parties do hereby agree as follows:

1. SCOPE: INFAX will provide telephone and electronic assistance to help diagnose software and hardware problems with the system components covered by this SSA. Covered equipment includes INFAX provided equipment in service as of the date of this agreement. CUSTOMER will provide technical description of problem by telephone or electronic mail. CUSTOMER will designate two (2) authorized contact persons whose names are listed in Exhibit 1. CUSTOMER shall have the right to change the authorized customer spokespersons upon written notice to INFAX. If INFAX is unable to resolve problem within a reasonable time period, a site visit by INFAX representatives will be arranged.

2. HARDWARE REPAIRS, REPLACEMENT AND SHIPPING: INFAX is not responsible for the cost of repairs, replacement or shipping of equipment. If required, INFAX will provide a cost estimate for each repair or replacement.

3. CUSTOMER RESPONSIBILTIES: To receive support, CUSTOMER is responsible for complying with the following:

a. Confirm that the matter is not the result of damage caused by third parties. CUSTOMER understands that we are not responsible for damage caused by power failures, cut network or power cables and other such third party influence.
b. Data is backed up before beginning repairs. CUSTOMER understands that we are not responsible for any loss of software or data.
c. Maintaining updated virus definitions and operating system security patches. CUSTOMER understands that we are not responsible for damage caused by viruses, hacking and other such third party influence. If required, INFAX will provide a cost estimate to repair damage caused by such events.
d. System must be accessible to our technician. CUSTOMER is responsible for maintaining internet or dial-up access to system.

4. FEE: The annual fee for this SSA Agreement is $8,300. Additional system components purchased by the CUSTOMER following the effective date of this agreement may be added to this agreement by written amendment. The fee will be adjusted to include the additional system components based on the suggested list price of the system components in effect at the time the system components are added to this agreement. At each annual renewal, the fee is subject to change by INFAX upon written notice to the CUSTOMER. Such fees shall be paid annually in advance. All current fees must be paid in order for services to be rendered under this agreement.

5. LENGTH OF AGREEMENT: This agreement is for the period 10-1-18 - 9-30-19; upon expiration of its initial term, INFAX at its option, may renew this agreement on a ninety day to ninety day basis at the prices, terms, and conditions then in effect.

Infax
4250 River Green Parkway, Suite D
Duluth, Georgia 30096
770 209 9925 Main
770 209 0671 Fax
Sales@Infax.com
www.Infax.com

6. CANCELLATION AND/OR DEFAULT UNDER THIS AGREEMENT: Should any invoice under this agreement be unpaid for more than 15 days from due date, CUSTOMER's coverage under this agreement may be cancelled upon written notice from INFAX. INFAX may cancel this agreement upon 30 days written notice to the CUSTOMER prior to the end of any quarterly period. Customer may cancel this agreement with written notice to INFAX 30 days prior to any annual invoice date. A CUSTOMER who cancels their agreement or who has their agreement cancelled as a result of a breach of this agreement may at a later time renew the agreement and receive benefits of the agreement upon acceptance by INFAX of the payment of the quarterly fee for the agreement in effect at the time of renewal plus a reinstatement fee equal to the difference between the price of the hardware at the time of the CUSTOMER's original agreement and that prevailing at the time of renewal. If CUSTOMER does not pay the amounts due hereunder, breaches any other terms of this agreement, ceases doing business as a going concern, has a petition filed by or against it under any of the provisions of the Bankruptcy Code, makes an assignment for the benefit of creditors, or attempts an informal arrangement or composition with creditors, or if a receiver or any officer of the court is appointed to have control of any property, INFAX, in addition to any other legal remedies it may have, may terminate this agreement effective upon written notice. Further, INFAX may terminate this agreement effective upon written notice if the hardware is modified, damaged, or altered or serviced by other than employees or authorized agents of INFAX. FURTHERMORE IT IS EXPRESSLY UNDERSTOOD BY THE PARTIES SUBJECT TO THIS AGREEMENT THAT AFTER CANCELLATION, DEFAULT, OR BREACH OF ANY OF THE CONDITIONS UNDER ANY OF THE TERMS OF THIS AGREEMENT, REINSTATEMENT OF THIS AGREEMENT MUST BE APPROVED BY INFAX.

7. INVOICING: The annual fee due hereunder shall be invoiced in advance with the payment due under this agreement prior to the rendering of any services hereunder.

8. CONTINGENCIES: INFAX shall not be responsible for failure to render service due to causes beyond its control, including but not limited to, work stoppages, fires, civil disorders, riots, rebellions, acts of God, and similar occurrences.

9. 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.

10. TERMINATION FOR CONVENIENCE: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

11. TEXAS PROMPT PAYMENT ACT COMPLIANCE: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code

Infax
4250 River Green Parkway, Suite D
Duluth, Georgia 30096
770.209.9925 Main
770.209.0671 Fax
Sales@Infax.com
www.Infax.com

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.

12. MEDIATION: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

13. RIGHT TO AUDIT: INFAX agrees that licensee or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of INFAX which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. INFAX agrees that licensee shall have access during normal working hours to all necessary INFAX facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. licensee shall give INFAX reasonable advance notice of intended audits.

14. GENERAL:
A. TAXES: CUSTOMER agrees to pay all taxes, including state and local sales or excise taxes, however designated, levied or based on the service charges pursuant to this agreement. Williamson County is tax exempt.
B. EQUIPMENT OPERATORS: CUSTOMER shall provide trained equipment operators.
C. AVAILABILITY OF SERVICE: The services covered by this agreement are available only at locations within the United States and its possessions.
D. NOTICES: All notices provided for under this agreement shall be as follows: to CUSTOMER, at the billing address as shown in Exhibit 1; to INFAX at Corporate Office.
E. ASSIGNMENT: Customer cannot assign this agreement without the express written consent of INFAX.
F. HEADINGS: The headings and titles of this agreement are inserted only for convenience and shall not affect the interpretation or construction of any of the provisions of this agreement.
G. GOVERNING LAW: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.
H. EFFECTIVE DATE: This agreement shall be effective upon written acceptance by INFAX at its corporate headquarters.

15. DISCLAIMER: Other than the obligations of INFAX expressly set forth herein, INFAX DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABLILITY,OR FITNESS FOR A PARTICULAR PURPOSE. INFAX SHALL NOT BE RESPONSIBLE FOR DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM THE USE OR PERFORMANCE OF THE SYSTEM OR THE LOSS OR USE OF THE SYSTEM OR ACCESSORIES ATTACHED THERETO.

16. CHANGE OF LOCATION: In the event that CUSTOMER shall move the SYSTEM, CUSTOMER must notify INFAX and INFAX must approve the new installation site in order for this agreement to remain in full force and effect.

Infax

4250 River Green Parkway, Suite D
Duluth, Georgia 30096

770.209.9925 Main
770.209.0671 Fax

Sales@Infax.com
www.Infax.com

17. ENTIRE AGREEMENT: This agreement shall become effective only after execution by CUSTOMER and INFAX as indicated below and delivery of a fully executed copy to CUSTOMER. This agreement is for INFAX supplied software only. Hardware is not included in this agreement. It is expressly understood that no other form of acceptance, verbal or written, will be valid or binding and that this agreement shall constitute the entire agreement between the parties with respect to its subject matter, irrespective of inconsistent or additional terms or conditions in CUSTOMER'S purchase orders, or in any other documents submitted to INFAX by CUSTOMER, or in any representations made by INFAX personnel.

INFAX, INCORPORATED	CUSTOMER
Signature:	Signature:
Name: Daniel L. McWilliams	Name:
Title: CFO	Title:
Date: 8/21/2018	Date:

Infax

4250 River Green Parkway, Suite D
Duluth, Georgia 30096

770 209 9925 Main
770.209.0671 Fax

Sales@Infax.com
www.Infax.com

SYSTEM SUPPORT AGREEMENT

Exhibit 1, Customer Information

Customer Name Williamson County, TX

Service Address Williamson County Courtsight locations

City Georgetown State TX Zip 78626

Billing Address 710 Main Street, Suite 101

City Georgetown State TX Zip 78626

Customer Contact Person Otis Coufal Phone 512-943-1464

Customer Contact Person _____ Phone _____

Period Covered by this Agreement: 10-1-18 - 9-30-19

Infax

4250 River Green Parkway, Suite D
Duluth, Georgia 30096

770.209.9925 Main
770.209.0671 Fax

Sales@Infax.com
www.Infax.com

SYSTEM SUPPORT AGREEMENT

Exhibit 2, Additional services

Additional services to be provided under this agreement are as follows:

1. Page Layout Updates/Customization: INFAX will provide revisions as needed.

2. Server Maintenance: INFAX will remotely access the Infax System server periodically to check for errors or required updates and fix or apply as required. Quarterly report will be prepared and sent to Customer designated representative.

Commissioners Court - Regular Session **51.**

Meeting Date: 09/04/2018

Hauling Services

Submitted For: Randy Barker **Submitted By:** Dianne West, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the extension of Hauling Services with the primary vendor, Statewide Materials Transport, Ltd. for the term of September 12, 2018 - September 11, 2019, Terms and conditions remain the same as the existing contract with the exception of department approved unit price increases for contracted items per the attached pricing sheet. The secondary bidder, Lewis Clark Trucking, chose not to renew their contract for another term.

Background

This is the first extension for this contract. The Road and Bridge Department submitted a Vendor Performance Report (VPR) showing the vendor met all County requirements on this contract and requests to renew for the first renewal period. The funding source is Contract Hauling line item 200.210.3544.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1707-177 Statewide Materials Transport, Ltd. renewal 1

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/30/2018 09:43 AM
County Judge Exec Asst.	Wendy Coco	08/30/2018 09:44 AM
Form Started By: Dianne West		Started On: 08/27/2018 02:39 PM
Final Approval Date: 08/30/2018		

WILLIAMSON COUNTY
1848

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Services	**Department:**	Road & Bridge
Vendor Name:	Statewide Materials Transport Ltd.		
Vendor Address:	4515 Hunter Rd., San Marcos, TX 78666		
Purpose/Intended Use of Product or Service (summary):			
Hauling			
P.O./Contract Number:	1707-177	**Effective Date:**	09/12/2018
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	09/11/2019
Requested By:	Terron Evertson, Director		

Detailed description of renewal of product and/or service.

- **Williamson County wishes to extend this bid/proposal for the same terms and conditions as the existing contract, with the exception of unit price increase changes, per attached documentation, as supported by the United States Department of Energy, and is subject to Commissioners Court approval.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 1st of two (2), one (1) year renewal option periods:**

Renewal Option Period 1	September 12, 2018 – September 11, 2019
Initial Contract Period	September 12, 2017 – September 11, 2018

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor Statewide Materials Transport (Ltd).

Name Randy Meachen

Title General Manager

Signature Randy Meachen

Date 8/20/2018

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

Dan A. Gattis

Williamson County Judge

Signature _____

Date _____

Two (2) Signed Originals & One (1) photocopy must be submitted

ITEM	DESCRIPTION	UNIT	Unit Price	2018/2019 Unit Price
1	Hauling 0.0 to 5.5 Miles (Mile Minimum)	Ton	$ 1.93	$ 2.03
	Hauling 5.6 to 10.0 Miles(Mile Minimum)	Ton	$ 2.91	$ 3.06
	Hauling 10.1 to 15.0 Miles(Mile Minimum)	Ton	$ 3.65	$ 3.83
	Hauling 15.1 to 46 miles (A mileage Chart may be attached showing prices fo 15 plus miles	ton mile	$ 0.18	see mileage chart
	Haulinh 46.1 Miles and over (A mileage Chart may be attached showing prices for 15 plus miles	ton mile	$ 0.18	see mileage chart

Mileage	Per ton rate
15	$ 3.88
16	$ 4.03
17	$ 4.22
18	$ 4.42
19	$ 4.56
20	$ 4.71
21	$ 4.89
22	$ 5.04
23	$ 5.13
24	$ 5.37
25	$ 5.46
26	$ 5.64
27	$ 5.77
28	$ 6.00

29	$ 6.16
30	$ 6.42
31	$ 6.59
32	$ 6.77
33	$ 6.99
34	$ 7.17
35	$ 7.35
36	$ 7.77
37	$ 7.82
38	$ 8.01
39	$ 8.15
40	$ 8.40
41 + miles	$.19 per ton mile

Statewide Material Transport LTD
PO Box 1080
Manor TX 78653

Williamson County Purchasing Department
901 South Austin Avenue
Georgetown, TX 78626
RE; 1707-177 contract renewal 1

Statewide Materials Transport is unable to renew the annual hauling contract due to increase fuel costs. Attached document is pulled from the United States Department of Energy website, www.eia.gov/petroleum/gasdiesel/, showing a $.693 increase in the cost of Diesel in the Gulf Coast Region. This calculates to a 6% increase of cost for Statewide Materials Transport. I have also attached a revised rate sheet that compensates for this increase of cost. I request that this revised rate sheet be approved for 2018/2019 hauling. I am available to discuss if needed.

Sincerely,
Randy Meachen
General Manager

U.S. On-Highway Diesel Fuel Prices* (dollars per gallon) full history

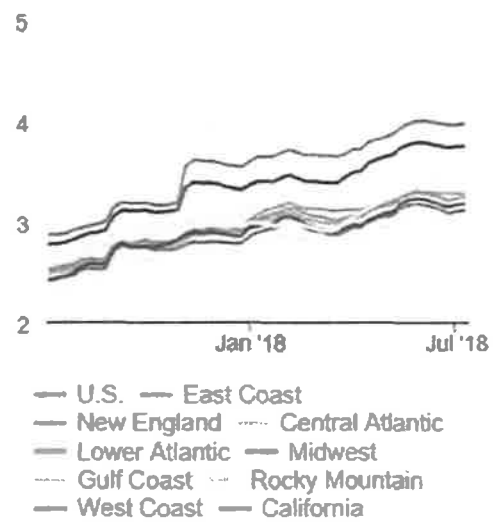
eia Source: Energy Information Administration

	06/25/18	07/02/18	07/09/18	Change from week ago	Change from year ago
U.S.	3.216	3.236	3.243	↑ 0.007	↑ 0.762
East Coast (PADD1)	3.215	3.226	3.238	↑ 0.012	↑ 0.715
New England (PADD1A)	3.281	3.282	3.279	↓ -0.003	↑ 0.701
Central Atlantic (PADD1B)	3.380	3.390	3.405	↑ 0.015	↑ 0.733
Lower Atlantic (PADD1C)	3.086	3.102	3.112	↑ 0.010	↑ 0.705
Midwest (PADD2)	3.143	3.171	3.176	↑ 0.005	↑ 0.755
Gulf Coast (PADD3)	**2.978**	**3.002**	**3.004**	↑ 0.002	↑ 0.693
Rocky Mountain (PADD4)	3.321	3.358	3.370	↑ 0.012	↑ 0.786
West Coast (PADD5)	3.735	3.746	3.749	↑ 0.003	↑ 0.978
West Coast less California	3.453	3.475	3.471	↓ -0.004	↑ 0.818
California	3.959	3.960	3.970	↑ 0.010	↑ 1.103

prices include all taxes

On-Highway Diesel Fuel Prices

(dollars per gallon)



Commissioners Court - Regular Session **52.**

Meeting Date: 09/04/2018

Approve Service Contract for Berry Springs Park Tree Pruning Project

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 approving the service contract between Quality Tree and Lawn and Williamson County for a Tree Pruning Project at Berry Springs Park, in the not to exceed amount of $16,800.00, and authorizing the execution of the agreement.

Background

Williamson County received three quotes for this Tree Pruning Project. Quality Tree and Lawn was low bidder and Parks recommended the quote be awarded to them. Quality Tree and Lawn performed these services for the County last year and the Parks Department is satisfied with the work performed. The point of contact is Susan Blackledge and Terry Roberts and funding to come from 01.0100.3101.005300.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

agreement and quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	08/29/2018 03:58 PM
Purchasing (Originator)	Randy Barker	08/30/2018 10:18 AM
County Judge Exec Asst.	Wendy Coco	08/30/2018 10:22 AM

Form Started By: Johnny Grimaldo Started On: 08/29/2018 09:37 AM

Final Approval Date: 08/30/2018

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
(BERRY SPRINGS PARK TREE PRUNING PROJECT)

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 **Carl Joiner d/b/a Quality Tree and Lawn, (hereinafter "Service Provider")**, with a mailing address of P.O. Box 576, Leander, TX 78646 (512-260-9915). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

> **As described in the attached Quote/Statement of Work, dated August 15, 2018, which is designated Exhibit "A" and incorporated herein as if copied in full.**

Should The County choose to add services in addition to those described in Exhibit(s) "A," such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not be obligated to

pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph X below.

III.

Consideration and Compensation: Service Provider will be compensated based as set forth in Exhibit(s). Any changes must be made by a change order or amendment and approved by the Williamson County Commissioners Court. **The not-to-exceed amount shall be $16,800.00.**

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

Type of Coverage	**Limits of Liability**
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	$500,000 Ea. Accident

Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$ 500,000	$ 500,000
Aggregate policy limits:		$1,000,000

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

V.

Entire Contract & Incorporated Documents: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

A. As described in the attached Quote/Statement of Work, dated August 15, 2018, which is incorporated herein as if copied in full; and

B. Any required insurance certificates evidencing required coverages.

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or incorporated documents.

VI.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

IX.

Compliance with All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

X.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

XI.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XII.

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

XIII.

Right to Audit: Service Provider agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that The County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

XIV.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XV.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Contract.

XVI.

No Assignment: Service Provider may not assign this Contract.

XVIII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of The County.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
Printed Name

Date: _____, 2018

SERVICE PROVIDER:

Carl Joiner Jr.
Authorized Signature

Carl Joiner Jr.
Printed Name

Date: August 23, 2018

Exhibit(s)
Quote/Statement of Work

WILLIAMSON COUNTY
1848

REQUEST FOR QUOTATION

Name of Project: **Berry Springs Park Tree Pruning Project**

Description of Project: **Tree pruning in accordance to attached specifications & listed, tagged trees.**

Address to Send Quotes:
Williamson County Purchasing Dept.
ATTN: Johnny Grimaldo
johnny.grimaldo@wilco.org 512-943-1553
Cc:
Williamson County Parks Dept.
ATTN: Susan Blackledge
sblackledge@wilco.org 512-844-4820

Non-Mandatory Meeting/Site evaluation meeting: Wed. Aug. 8, 2018 1:30pm Meet at 1st parking lot across from the barn. Attendance is highly recommended.

Deadline for Quotes: **Wed. August 15, 2018 5pm**

It is the sole responsibility of the bidder to ensure that their request for quote is received on time. Williamson County will not assume responsibility for any delay in the submittal of this form.

Williamson County Contact for Questions:
Susan Blackledge, 512-844-4820 cell., 512-930-0040 Office, sblackledge@wilco.org

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QUOTATION FROM RESPONDENT

Company Name: Quality Tree and Lawn

Company Address: P.O. Box 576
Leander Texas 78646

Contact Name: Carl Joiner Jr.

Phone Number: (512) 260-9915 **Email Address:** Qualitytreeandlawn78646@gmail.com

Quote for Dead Tree Removal #538:

$ 500

Quote for tree Removal #683
$ 2,700

Quote for Tree Removal #765
$ 2,700

Quote for Tree Removal #Prim. Campground Entrance
$ 600

Quote for Tree on Concrete Trail near IH 35
$ 600

Quote for East Grove trees #529,#532
$ 600

Quote for Campground Area #718,#719
$ 600

Quote for West Grove, east of Concrete Trail
(647,511,726,652,509,733,521, 655,656,658,659,661,662,737,663,664,665,566,740,666,668 (21 trees)
$ 4,500

West Grove, inside concrete trail Tree Area Quote:
(670,673,674,675,677,678,679,744,745,681,753,686,555,687, Oak tree @ Ton. Pav.,688,689,690 (18trees)
$ 3,500

Trees on Back Trails #P7 & #P10
$ 500

Total: $16,800.00/100

This quote is good for 90 ***days from today's Date:*** 08/15/2018.

Our company has current Workers Compensation Insurance and documentation can be provided upon request if awarded work: ✓ **Yes** ___ **No**

Authorized signature: Carl Joiner Sr.

Print Name: Carl Joiner Sr.

WILLIAMSON COUNTY
PARKS & RECREATION DEPARTMENT
512.930-0040 or 512-844-4820

Project Description: **Tree Pruning**
Project Location: **Berry Springs Park & Preserve**
1801 County Road 152
Georgetown, TX 78626

Submit Response to: **Williamson County Purchasing**
ATTN: Johnny Grimaldo 512-943-1553
johnny.grimaldo@wilco.org
Cc.
Williamson County Parks & Recreation Dept.
Susan Blackledge 512-844-4820 cell. 512-930-0040 office
sblackledge@wilco.org

Non-Mandatory Meeting/Site Evaluation Visit:

Wed. Aug. 8th 1:30 PM at Berry Springs, Meet @ first parking lot in front of barn Attendance is highly recommended! Please contact Susan Blackledge 512-844-4820 if attending or if you have any questions. If not bidding please respond to this email and state you are not bidding. Very important.

Quote Response Date:

PROJECT INFORMATION & SPECIFICATIONS

I. INTRODUCTION

Road Closure and Traffic Control

1. Blocking of public roads shall not be permitted unless prior arrangements have been made with park staff.

2. The contractor shall provide adequate barricades, certified flag person(s), signs and/or warning devices during the performance of the tree pruning activities to protect tree workers, motorists and public.

Site Clean Up

1. The contractor shall clean up the site and remove and dispose of all debris at the end of each day's operation. Site cleanup shall include removal of sawdust, small twigs, chips, leaves, trunks and limbs from the general grounds, sidewalks, lawns and driveways with appropriate tools for the job. The site shall be returned to the same state it existed in prior to the tree pruning activities.
2. Disposal of all logs, limbs, chips and debris generated by work shall be the responsibility of the contractor. The contractor shall remove all tree limbs and tree debris from the site and dispose of these limbs and debris in accordance with applicable ordinances and regulations of Williamson County and the State of Texas. Large logs/trunks that need to be hauled off can be left in the park at a non-traffic area to be determined by park staff and must be hauled away by Thursday at the conclusion of the work day during each work week. The campground area, and inside the west grove inside the concrete trail should be returned to the same state they existed in prior to the tree pruning activities daily.
   If owner requests wood chips, these may be left on owner's property. Owner will take some of the wood chips if small and good for mulching flower beds, trees and shrubs. Decision will be made by park staff whether the chips are acceptable and where they are to be placed at the end of each work day.

3. Limbs temporarily placed in the roadway shall be placed in such a manner as to eliminate any obstruction to motor vehicles and pedestrians. Brush and limbs shall not be allowed to lay on the roadway or in the park overnight.

4. All infectious diseased trees or parts of dead trees possibly harboring vectors of infectious diseases shall be removed and it shall become the contractor's responsibility to ensure destruction of the diseased or dead wood in accordance with the State statutes and local ordinances. Under

NO circumstances shall logs from infectious diseased trees be left on site.

5. Dead trees that are cut down should have the trunk cut as close to the ground as possible. Stumps should minimal.

Protection of Property

1. The contractor shall take all necessary precautions to eliminate damage to adjacent trees, shrubs, lawns, curbs, walks, park amenities or other real or public property.

2. Sidewalks, curbs, streets irrigation heads and fence structures shall always be protected from the impact of falling wood by use of the tree or limb ground supports. Ropes or other mechanical devices shall be used to lower all limbs of sufficient size that may cause damage to other trees or surrounding property.

Overhead Utilities

1. Pruning operations may be conducted in areas where overhead electric, telephone, and cable television utilities exist.

2. The contractor shall protect all utilities from damage, shall immediately contact the appropriate utility if damage should occur, and shall be responsible for all claims for damage due to his operation.

II. LICENSES, CERTIFICATIONS AND INSURANCE

1. The Service Provider must be certified and must meet 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. Contractor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by the County.
   Project must be directed by an ISA certified arborist and must submit proof to Williamson County if bidding for project prior to awarding of bid for project.
2. All work is subject to pre and post inspection of the site and work procedures by owner.

III. SPECIFICATIONS AND STANDARDS

General

1. All equipment to be used and all work to be performed must be in full compliance with the most current revision of the American National Standards Institute Standard Z-133.1-2008 and A300-2008 or as amended.

2. All final cuts shall be made sufficiently close to the trunk or parent limb, without cutting into the branch collar or leaving a protruding stub, so that closure can readily begin under normal conditions. Excessively deep flush cuts that produce large wounds or weaken the tree at the cut shall not be made. Sharp pruning tools shall be used so that clean cuts will be made at all times. All pruning tools and saws shall be kept sharpened to result in final cuts with smooth wood surface and secure bark remaining intact.

3. It is necessary to use the three step cutting technique on branches that are too heavy to handle to prevent splitting or peeling the bark. Where necessary to prevent tree or property damage, branches shall be lowered to the ground by proper ropes or equipment.

4. On trees known to be diseased, tools are to be disinfected with methyl alcohol at 70% (isopropyl alcohol diluted appropriately with water) or 10% bleach solution after each cut and between trees where there is known to be a danger of transmitting the disease on tools.

5. Equipment that will damage the bark and cambium layer shall not be used on or in any tree.

6. Climbing spurs shall not be used when climbing trees, except to climb a tree to be removed or to perform an aerial rescue of an injured worker.

7. Ropes shall not come in direct contact with the crotch of the tree when tied into the tree. Friction or cambium savers are to be used when accessing and climbing the tree with rope and saddle. Rope injury from loading heavy limbs should be avoided.

8. Natural or mechanical rigging techniques shall be used to lower all limbs of sufficient size that may cause damage to other trees or surrounding public or private property.

9. A Tree Tag Log will be provided to Contractor prior to commencement of work. Contractor's Site Supervisor shall be responsible for initially completion of required pruning for each tree immediately upon completion of work. The Contractor shall return the completed form to a designated Williamson County Parks Department employee upon

completion of all required work and prior to request for payment for specified work. **Do not remove any tree tags. If tree is cut down, nail tag onto stump.**

10. All work must be completed within 30 days of notice to proceed. No work will completed on the weekend days of Sat. & Sun. Some areas of the park may be reserved for events. Should this happen, park staff will notify the contractor to avoid these areas and work in other areas during the reservation time's.

IV. Payment

Payment will be lump sum upon completion of work, park personnel verification of completed work per project specifications, and acceptance of completed work by owner.

BSPP Tree Project: Each area should be quoted separately

Tree Removal Quote:

Entrance Road: 538
Inner Trail West Grove : 683
Granite Trail going back to primitive 765
Primitive Campground: Dead trees and limbs at entrance to Primitive campground
Concrete Trail going to IH 35: Large Dead tree near trail. Dead limbs in trees over concrete trail need to be taken down.

East Grove Area Quote: ***Hazard Reduction Pruning (broken, improperly pruned or dead limbs greater than 1.5 inches in diameter) 529,532 (2 trees)***

Campground Area Quote: ***Hazard Reduction Pruning (broken, improperly pruned or dead limbs greater than 1.5 inches in diameter) 718,719 (2 trees)***

West Grove, inside concrete trail Tree Area Quote:
Hazard Reduction Pruning (broken, improperly pruned or dead limbs greater than 1.5 inches in diameter) 647,511,726,652,509,733,521,655,656,658,659,661,662,737,663(Questionable limb has compromised cambian. Large limb should be taken down?)664,665,566,740,666,668 (21 trees)

West Grove, east (inside)of Concrete Trail Tree Area Quote:
Hazard Reduction Pruning (broken, improperly pruned or dead limbs greater than 1.5 inches in diameter)670,673,674,675,677,678,679,744,745,681,753,686,555 ,687,
Oak tree @ Tonkawa Pavilion,688,689,690 (18 trees)

Trees on back trails: P7, P10 (2 trees)

Commissioners Court - Regular Session **53.**

Meeting Date: 09/04/2018

Rely Information Systems, LLC

Submitted For: Randy Barker **Submitted By:** Dianne West, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Consulting Services Agreement between Rely Information Systems, LLC and Williamson County for DBA patch and upgrade assistance and general Oracle DBA support and maintenance of Williamson County Oracle applications. Exemption of the services to be provided under the agreement from the competitive bidding proposal requirements are per the County Purchasing Act, pursuant to the discretionary exemption for personal services, as set forth under the Texas Local Government Code, Section 262.024 (a)(4).

Background

Rely Information Systems, LLC will provide consulting services, general DBA patch and upgrade assistance, as requested, of Williamson County's Oracle applications, during the period from November 1, 2018 through October 31, 2019. The not-to-exceed amount is $82,000. The funding source for this requirement is 0100-0503-004100.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Rely Information Systems, LLC

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/30/2018 10:25 AM
County Judge Exec Asst.	Wendy Coco	08/30/2018 10:59 AM
Form Started By: Dianne West		Started On: 08/29/2018 09:43 AM
Final Approval Date: 08/30/2018		

CONSULTING
SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT ("Agreement") between Rely Information Systems LLC, organized and existing under the laws of the State of Texas, (hereinafter "Consultant"), with its principal place of business at Irving, TX , and Williamson County, Texas, a political subdivision of the State of Texas (hereinafter "County"), having an address of 301 S.E. Inner Loop, Suite 105, Georgetown, Texas, 78626, sets forth the terms and conditions pursuant to which Consultant will provide certain services. Rely Information Systems LLC is a sole operation of the company's owner - Praveen Rao who is the sole provider of all services to County and has the authority to represent his company in all matters.

1. Consulting Services

1.1 A statement of work ("SOW") is attached hereto and the terms therein are incorporated in this Agreement. Consultant agrees to perform the consulting services ("Services") as set forth in the attached SOW, and in any subsequently approved SOW referencing this Agreement, in a professional manner. Consultant agrees to provide the items described in the SOW ("Deliverables").

2. Term and Termination

2.1 This Agreement will have an initial term of one year, or the length of the engagement, if longer than one year, and may be renewed for successive one-year periods pursuant to a separate written agreement between the parties.

2.2 Either party may terminate this Agreement, with or without cause, upon not less than thirty (30) calendar day's written notice to the opposite party. County shall pay Consultant for all Services performed prior to termination.

2.3 If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within ten (10) days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within said ten (10) days, then and in that instance, the said ten (10) day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the Event of Breach within the above referenced ten (10) day period or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies mentioned hereinafter and/or remedies available under the law, terminate this Agreement.

3. Payment and Taxes

3.1 The services will be charged to County on a Time and Material basis not including travel or other reimbursable expenses. County agrees to pay Consultant the fees set forth in the SOW. County shall reimburse Consultant for reasonable travel and out-of-pocket expenses incurred in the performance of this Agreement; provided, however, all proposed travel and out-of-pocket expenses must be reviewed and approved by County prior to being incurred.

Unless specified otherwise in the SOW, Consultant will invoice County semi-monthly for Services. County's payment of the Services and Deliverables shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%): and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Consultant of the discrepancy. Following County's notification of any discrepancy as to an invoice, Consultant must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

3.2 County agrees to pay the amount of any sales, value added, use, excise or similar taxes applicable to the performance of the SOW, if any, or County shall provide Consultant with a certificate acceptable to the taxing authorities exempting County from payment of such taxes.

4. Ownership and License

Consultant retains all ownership and intellectual property rights in techniques, methodology, and products (collectively "IP") provided or used by Consultant in the performance of services, and any extensions to Consultant IP developed in conjunction with the SOW, including but not limited to software code, operating instructions, unique design concepts, software development tools, and training materials. Consultant grants to County, a perpetual, nonexclusive, nontransferable, worldwide, fully paid up license to use, solely for its own internal business purposes, elements of the Deliverables, which contain Consultant IP.

5. Confidential Information

5.1 To the extent authorized by law, any business, operational, commercial, financial or technical information furnished by Consultant to County under this Agreement will remain Consultant's property, will be deemed proprietary, will be kept confidential to the extent allowed by law, and

will be promptly returned at Consultant's request. Except as otherwise required by law, County may not disclose, without Consultant's written permission, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this section will survive the cancellation, termination, or completion of this Agreement.

5.2 To the extent authorized by law, any business, operational, commercial, financial or technical information provided by County to Consultant will remain County's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at County's request. Consultant may not disclose, without County's written permission or as required by law, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the cancellation, termination, or completion of this Agreement.

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

6. Relationship between the Parties

Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

7. Warranties

7.1 Consultant warrants that the consulting services provided pursuant to this Agreement will be performed consistent with generally accepted industry standards and as provided in Article 1. The warranty period for an application module or product shall begin as each application module or product is placed in production status. For purposes of this section, an application module or product is considered in production status if County is processing actual transactions, using the respective application module or product.

7.2 Consultant agrees to fully cooperate with the County's software and hardware providers throughout the implementation, and thereafter, to assist in the determination of the cause and resolution of any issues related to the software, hardware or system as implemented. In the event the cause of the issue is determined to be inadequate work, errors, or omissions in the services

provided by Consultant, Consultant shall correct the issue at no additional cost to the County as soon as reasonably practical, but in no event later than seven (7) calendar days following notice to Consultant that inadequate work, errors, or omissions in the services provided by Consultant exist. In the event the cause of the issue is determined not to be caused by Consultant, Consultant may invoice the County for the time and actual, reasonable expenses related to their investigation and resolution of the issue according to the rate schedule included in the applicable SOW.

8. Indemnification

CONSULTANT SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL CLAIMS, LIABILITIES AND COSTS, INCLUDING REASONABLE ATTORNEY FEES, REASONABLY INCURRED IN THE DEFENSE OF ANY CLAIM BROUGHT AGAINST THE COUNTY IN THE COURTS OF THE UNITED STATES AND CANADA BY A THIRD PARTY(S) ALLEGING THAT A PARTY'S USE OF ANY MATERIAL, INFORMATION OR TECHNOLOGY SUPPLIED BY THE CONSULTANT IN RELATION TO THE SERVICES PROVIDED HEREUNDER INFRINGES OR MISAPPROPRIATES ANY COPYRIGHT, TRADE SECRET OR UNITED STATES OR CANADIAN PATENT OF WHICH THE PARTY SUPPLYING THE MATERIAL, INFORMATION OR TECHNOLOGY IS OR SHOULD BE AWARE; PROVIDED THAT THE COUNTY NOTIFIES THE CONSULTANT IN WRITING OF ANY SUCH CLAIM AND THE CONSULTANT IS PERMITTED TO CONTROL FULLY THE DEFENSE AND ANY SETTLEMENT OF SUCH CLAIM AS LONG AS SUCH SETTLEMENT SHALL NOT INCLUDE A FINANCIAL OBLIGATION ON THE COUNTY. THE COUNTY SHALL COOPERATE FULLY IN THE DEFENSE OF SUCH CLAIM AND MAY APPEAR, AT ITS OWN EXPENSE, THROUGH ITS OWN COUNSEL. THE CONSULTANT MAY, IN ITS SOLE DISCRETION, SETTLE ANY SUCH CLAIM ON A BASIS CONSULTANT SUBSTITUTES FOR THE MATERIAL, INFORMATION OR TECHNOLOGY, ALTERNATIVE, SUBSTANTIALLY EQUIVALENT NON-INFRINGING MATERIAL, INFORMATION OR TECHNOLOGY.

9. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

10. Change Requests

County or Consultant may request changes to the Services to be performed under the applicable SOW by written notice ("Change Requests"). The nature of these changes include, but are not limited to, additions to or deletions from any services, changes to the schedule, prevention or loss of work due to inadequate facilities or technical infrastructure, or changes to key final decisions, or, any extra work by Consultant necessitated by County not meeting its obligations or preventing Consultant from meeting its obligations.

All Change Requests shall be subject to the following terms:

i. Disputes regarding Change Requests shall be handled pursuant to applicable dispute resolution section contained herein below;

ii. Each Change Request relating to any Services and referencing this Agreement shall be deemed a separate Agreement incorporating all of the terms and conditions of this Agreement;

iii. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any Change Request, the terms and conditions of this Agreement shall control.

12. Dispute Resolution/Mediation

The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. Any mediation under this Agreement shall be conducted in Williamson County, Texas. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorneys fees. Nothing herein is intended to prevent either party from seeking any other remedy available hereunder or at law, including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

The parties hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

13. General

13.1 Personal Service. Consultant hereby agrees and acknowledges that this Agreement requires that Praveen Rao, who is the sole member/owner of Rely Information Systems LLC, to personally and solely provide all of all Services and Deliverable to County under this Agreement and that at no time may any other individual, entity or subcontractor provide any of the Services and Deliverables. Due to Consultant's agreement under this provision, this Agreement shall constitute a purchase of personal services by County pursuant to Section 262.024 (a)(4) of the Texas Local Government Code.

13.2 Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

13.3 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault

or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

13.4 Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

13.5 Successors and Assigns; Assignment. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

13.6 No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

13.7 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, 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.

13.8 County's Right to Audit. Consultant agrees that 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 Consultant which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Consultant agrees that County shall have access during normal working hours to all necessary Consultant facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Consultant reasonable advance notice of intended audits.

13.9 Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Consultant understands and agrees that the County's payment of amounts under this Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the

County. in the exercise of reasonable administrative discretion. to continue to make payments under this Agreement.

13.10 Conflicting Terms. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the SOW, as amended, the terms and conditions of this Agreement shall control.

13.11 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

13.12 Entire Agreement. This Agreement (including any SOW attached hereto or subsequently approved by the parties) represents the entire agreement between the parties and supersedes any and all prior or contemporaneous agreements or representations. This Agreement may not be modified or amended except in a writing signed by an authorized representative of each party. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT. It is agreed that the terms of this Agreement shall supersede the preprinted terms in any County purchase order or other ordering document.

WITNESS WHEREOF each County and Consultant has caused its authorized representatives to execute and deliver this Agreement effective as of the date which this agreement is last signed below.

RELY INFORMATION SYSTEMS LLC

BY: V. Praveen Rao

NAME: VARADA PRAVEEN RAO

TITLE: PRESIDENT

DATE: AUGUST 20, 2018

WILLIAMSON COUNTY, TEXAS

BY: _____

Dan A. Gattis.
Williamson County Judge

DATE: _____ ____, 20____

EXHIBIT A
STATEMENT OF WORK

The following describes the Services that shall be provided and accomplished by Consultant pursuant to the terms and conditions of the Agreement and this SOW:

Scope of Work:

This Statement of Work is defining Williamson County's Oracle DBA support, contracted with Rely Information Systems LLC. The County shall only pay for actual hours worked.

Description of Services: The following services will be provided		
1	Provide general DBA support and maintenance of Williamson County's Oracle applications during the period from Nov 1, 2018 through Oct 31, 2019 These are estimates of support required. Minimum of 5 hours per week to be billed.	12 Hours per week
2	Provide DBA patch and upgrade assistance, as requested (this is estimated for planning purposes at 80 hours. The actual amount of time required will depend on the quantity and complexity of the patches selected.	80 hours

Time for Performance:

The Service to be performed under this SOW shall be from Nov 1, 2018 through October 31, 2019.

Compensation:

The maximum amount payable for all Time and Materials under the Agreement, without modification, shall not exceed $82,000.

Time and Materials Rates:

This Work Order is for the period beginning Nov 1 2018, until Oct 31, 2019.			
Consultant(s)	**Hourly Rate(s)**	**Estimated Hours**	**Cost**
Oracle DBA- routine weekly support	$88	672 hours (estimate only)	$59,136
Oracle DBA- patch applications	$88	80 hours (estimate only)	$7040
		Total hours 800	**Total Cost- $66,176**

Payment:

Payment for the Time and Materials actually incurred shall be made in accordance with the terms of the Agreement.

Commissioners Court - Regular Session **54.**

Meeting Date: 09/04/2018

Advertisement Approval RFCSP 1808-253 Brushy Creek Trail

Submitted For: Randy Barker **Submitted By:** Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive competitive sealed proposals for Brushy Creek Regional Trail - Phase V under RFCSP #1808-253.

Background

Williamson County is seeking qualified respondents to construct a .93 mile, 10 ft. wide, concrete shared use path in Round Rock with concrete boardwalk and pedestrian bridge. The estimated amount of this project is $2,000,000.00 and will be funded by Park Bond Funds and CAMPO Grant Funds. Estimated time to final completion of this project is 180 day from notice to proceed.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Spec Book

Plans

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/30/2018 10:28 AM
County Judge Exec Asst.	Wendy Coco	08/30/2018 10:59 AM
Form Started By: Thomas Skiles		Started On: 08/30/2018 07:47 AM
Final Approval Date: 08/30/2018		

WILLIAMSON COUNTY
PARKS AND RECREATION DEPARTMENT

BID DOCUMENTS & SPECIFICATIONS
FOR
BRUSHY CREEK TRAIL

PROJECT NO. WPL18TAP
CSJ: 0914-05-191
FEDERAL AID PROJECT NUMBER: STP1802(205)TP

PREPARED BY

PAPE-DAWSON ENGINEERS

Firm No.: 470
2000 NW Loop 410
San Antonio, Texas 78213
(210) 375-9000

August 2018

STATE OF TEXAS
JAMES A. LUTZ
84722
LICENSED PROFESSIONAL ENGINEER

08/03/2018

James A. Lutz, P.E. (No. 84722)

William County Project Table of Contents

BRUSHY CREEK TRAIL
CSJ: 0914-05-191

1. Invitation for Bid
2. Bid Form
3. Unit Pricing Form
4. Certificate of Interested Parties (Form 1295)
5. Bid Bond Template
6. Performance Bond Template
7. Payment Bond Template
8. Disclosure of Lobbying Activities
9. Child Support Statement
10. Child Support Business Ownership Form
11. Contractor Certifications
12. Certificate of Absence of Suspension, Debarment, Voluntary Exclusion or Determination of Ineligibility
13. DBE Goal
14. Uniform General Conditions for Williamson County
15. LG 1-9 – LG General Conditions
16. Engineer's Seal page
17. TxDOT Certifications
18. TxDOT General Notes
19. List of Governing Specifications
20. Form FHWA 1273, May 2012 - Required Contract Provisions, Federal-Aid Construction Contracts
21. Project Wage Decision
22. Special Provisions
23. Special Specifications

PUBLIC NOTICE
WILLIAMSON COUNTY
INVITATION FOR BID (IFB)

The Williamson County Commissioners' Court invites the submission of Sealed bids for:

SOLICITATION #1808-253
BRUSHY CREEK REGIONAL TRAIL, PHASE V

Sealed bids will be publicly opened and read aloud in the Williamson County Purchasing Office located at 901 South Austin Ave, Georgetown, Texas 78626 on Friday September 28 2018 at 3:00pm. All sealed bids must be received on or before the stated opening date and time.

A non-mandatory pre-bid conference is to be held Friday September 14, 2018 at 10:00am in the Williamson County Purchasing Office located at 901 South Austin Ave, Georgetown, Texas 78626.

Solicitation documents can be viewed by visiting the Williamson County BidSync Portal at www.bidsync.com or by visiting the Williamson County Purchasing website at http://www.wilco.org/departments/purchasing and selecting the link "register for bids." There is no fee to register as a supplier or to participate in the County's solicitation process.

Any bonds that may be required for this solicitation will be specified in the solicitation documents.

The Williamson County Commissioners' Court reserves the right to accept the lowest and/or best value Bid as deemed by the Court, or reject any and/or all Bids.

The receipt of electronic responses 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 responses.

Respondent shall submit pricing as specified in the solicitation documents. Payment will be made by the respondents preferred method as filed with the Williamson County Auditor's Office, provided that respondent's preferred method of payment is a form of payment acceptable to Williamson County.

The designated Purchasing Agent for this bid is Blake Skiles, Senior Purchasing Specialist, under the direction of Randy Barker, Purchasing Agent for Williamson County, 512-943-1555.

Issued by order of the Williamson County Commissioner's Court on September 4th 2018
Dan A. Gattis, County Judge.

WILLIAMSON COUNTY

Project Name: Brushy Creek Trail
ID NO.: #1808-253

BID FORM

I. Base Bid

Total Amount of Trail Construction Base Bid (Insert Amount in Words and Numbers):

_____ **$**_____

II. UNIT PRICES

Bidders shall submit unit pricing on the Unit Pricing form, and it shall be attached immediately following this sheet.

Official Name of Company (legal)	Telephone No.
Address	Fax No.
City, State and Zip Code	E-mail Address

WILLIAMSON COUNTY
UNIT PRICING FORM

PROJECT NAME: Brushy Creek Trail
PROJECT NO.: STP1802(205)TP

	ITEM NO.	DESC. CODE	S.P. NO	BID ITEM DESCRIPTION	UNIT OF MEASURE	APPROX. QUANTITIES	UNIT BID PRICE	AMOUNT	ITEM SEQUENCE NO.
				The County only will accept bid pricing to the hundredths. Any pricing extended out to three decimal points will be truncated to two decimal points in the County's favor.					
BASE BID									
TEXAS DEPARTMENT OF TRANSPORTATION BID ITEMS									
	100	6002		PREPARING ROW	STA	49			
	100	6004		PREPARING ROW(TREE)(12" TO 24" DIA)	EA	40			
	110	6001		EXCAVATION (ROADWAY)	CY	879			
	132	6004		EMBANKMENT (FINAL)(DENS CONT)(TY B)	CY	450			
	161	6014		COMPOST MANUF TOPSOIL (BOS OR PB) (4")	SY	4573			
	164	6037		DRILL SEEDING (PERM) (URBAN) (SANDY)	SY	4573			
	168	6001		VEGETATIVE WATERING	MG	77			
	169	6001		SOIL RETENTION BLANKETS (CL 1) (TY A)	SY	4573			
	400	6005		CEMENT STABILIZED BACKFILL	CY	35.8			
	420	6011		CL B CONC (FLUME)	CY	5			
	420	6013		CL C CONC (ABUT)	CY	25.1			
	420	6039		CL C CONC (MASS) (COLUMN)	CY	42.2			
	420	6045		CL C CONC (MASS) (FOOTING)	CY	44.6			
	422	6001		REINF CONC SLAB (SLAB)	SF	134.3			
	432	6002		RIPRAP (CONC)(5 IN)	CY	17			
	432	6022		RIPRAP (STONE COMMON) (DRY) (6 IN)	CY	949			
	432	6025		RIPRAP (STONE COMMON) (DRY) (15 IN)	CY	40			
	442	6007		STR STEEL (MISC NON - BRIDGE)	LB	2625			
	450	6052		RAIL (HANDRAIL) (TY F)	LF	175			
	459	6007		GABION MATTRESSES (GALV)(12 IN)	SY	24			
	500	6001		MOBILIZATION	LS	1			
	502	6001		BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	7			
	506	6003	001L	ROCK FILTER DAMS (INSTALL) (TY 3)	LF	35			
	506	6011	001L	ROCK FILTER DAMS (REMOVE)	LF	35			
	506	6020	001L	CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	224			
	506	6024	001L	CONSTRUCTION EXITS (REMOVE)	SY	224			
	506	6034	001L	CONSTRUCTION PERIMETER FENCE	LF	1102			
	506	6038	001L	TEMP SEDMT CONT FENCE (INSTALL)	LF	4616			

WILLIAMSON COUNTY
UNIT PRICING FORM

PROJECT NAME: Brushy Creek Trail
PROJECT NO.: STP1802(205)TP

	ITEM NO.	DESC. CODE	S.P. NO	BID ITEM DESCRIPTION	UNIT OF MEASURE	APPROX. QUANTITIES	UNIT BID PRICE	AMOUNT	ITEM SEQUENCE NO.
TEXAS DEPARTMENT OF TRANSPORTATION BID ITEMS									
	506	6039	001L	TEMP SEDMT CONT FENCE (REMOVE)	LF	4616			
	506	6041	001L	BIODEG EROSN CONT LOGS (INSTL) (12")	LF	156			
	506	6043	001L	BIODEG EROSN CONT LOGS (REMOVE)	LF	156			
	529	6015		CONC CURB (TY C1)	LF	209			
	529	6018		CONC CURB (TY F3)	LF	175			
	529	6027		CONC CURB (TY C2)	LF	281			
	531	6001		CONC SIDEWALKS (4")	SY	3950			
	531	6003		CONC SIDEWALKS (6")	SY	887			
	1004	6001		TREE PROTECTION	EA	126			
	4000	6003		PREFABRICATED PED STEEL TRUSS BRIDGE (120 FT)	EA	1			
	WC4999	6001		PRECAST CONCRETE BOARDWALK SYSTEM	LS	1			
						Total Base Bid Amount:			

_____certifies that the unit prices shown on this complete computer print-out for all of the bid items and the alternates contained in this proposal are the unit prices intended and that its bid will be tabulated using these unit prices and no other information from this print-out.

_____Acknowleged and agrees that the total bid amount shown will be read as its total bid and further agrees that the official total bid amount will be determined by multiplying the unit bid prices shown in this print-out by the respective estimated quantities shown in the proposal and then totaling all of the extended amounts. _____ agrees to the terms, conditions, and requirements of the bidder's bid proposal.

Signed: _____ Date: _____

Title: _____

WILLIAMSON COUNTY
1848
Randy Barker, CPPO, CPPB
Purchasing Director/Agent

Certificate of Interested Parties – Texas Ethics Commission (Form 1295)

(Revised 02/21/2017)

As of January 1, 2016, Respondents are responsible for complying with the Texas Government Code, Section 2252.908. **The law states that Williamson County may not enter into certain contracts with a Respondent, unless the Respondent submits a disclosure of interested parties to Williamson County at the time the Respondent submits the signed contract to Williamson County.**

(1) Requires an action or vote by the Commissioners Court (all contracts that fall under the jurisdiction of Commissioners Court approval such as contracts resulting from an IFB, RFP, RFQ etc. excluding but not limited to certain Juvenile Services contracts, contracts funded with Sheriff's seized funds monies etc.) before the contract may be signed. **A new filing must be completed for each awarded contract (new, amended, extended or renewed) requiring Commissioners' Court approval.**
(2) Has a value of at least $1 million.

Note: Since the majority of contracts with Williamson County require approval by the Commissioners Court, this form will most likely be required in order to approve and execute your contract.

On January 1, 2016, the Texas Ethics Commission made available on its website a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

(1) Use the online application to process the required information on Form 1295;
(2) Print a copy of the form which will contain a unique certification number;
(3) An authorized agent of the Respondent must sign the printed copy of the form;
(4) And have the form **notarized**; and
(5) The completed Form 1295 and certification of filing must be filed (scanning and emailing form is sufficient) with Williamson County at the time the signed contract is submitted for Commissioners Court approval.

Williamson County Purchasing Department
901 South Austin Avenue
Georgetown, Texas 78626
Phone: 512-943-3553
www.wilco.org/purchasing

WILLIAMSON COUNTY
1848
Randy Barker, CPPO, CPPB
Purchasing Director/Agent

After Commissioners Court award of the contract, Williamson County must:

(1) Notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from Williamson County.

BID BOND

THE STATE OF TEXAS §
§ KNOW ALL BY THESE PRESENTS:
COUNTY OF_____ §

That we,_____, as Principal herein, and [Surety], a corporation organized and existing under the laws of the State of _____, and who is authorized and admitted to issue surety bonds in the State of Texas, Surety herein, are held and firmly bound unto_____, located in_____County, Texas, Obligee herein, in the sum of _____ Dollars ($_____) OR _____% of the bid for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted a bid to the Obligee dated the _____ day of _____, 20__, for the construction of the _____.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid an such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the duly authorized representatives of the Principal and the Surety have executed this instrument.

SIGNED and SEALED this_____day of_____, 20___.

ATTEST:

_____

(Principal) Secretary

(SEAL)

_____

Witness as to Principal

_____

PRINCIPAL

By: _____

Name:_____

Title:_____

Address:_____

_____

_____

Telephone Number:_____

ATTEST:

_____

Secretary

(SEAL)

_____

Witness as to Surety

_____

SURETY

By: _____

Name:_____

Attorney in Fact

Address:_____

_____

_____

Telephone Number:_____

An original copy of Power of Attorney shall be attached to Bond by the Attorney-in Fact.

Approved as to Form:

_____

_____

_____

By: _____

Title: _____

Date:_____

PERFORMANCE BOND

THE STATE OF TEXAS §
§ KNOW ALL BY THESE PRESENTS:
COUNTY OF_____ §

That we,_____, as Principal herein, and [Surety], a corporation organized and existing under the laws of the State of [Surety's state of incorp], and who is authorized and admitted to issue surety bonds in the State of Texas, Surety herein, are held and firmly bound unto_____, located in_____County, Texas, Obligee herein, in the sum of [verbal amount of bond] Dollars ($[numeric amount of bond]) for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a certain written contract with the Obligee dated the day of_____, 20__, herein referred to as "the Contract" and incorporated herein and made a part hereof for all purposes, for the construction of the

_____.

NOW, THEREFORE, the condition of this obligation is such, if the said Principal shall faithfully perform the work in accordance with the plans, specifications, and other Contract Documents and shall fully indemnify and hold harmless the Obligee from all costs and damages which Obligee may suffer by reason of Principal's failure to perform the Work in conformity with the Contract Documents, and reimburse and repay Obligee for all outlay and expense that Obligee may incur in making good such default, then this obligation shall be void; otherwise, to remain in full force and effect. Whenever Contractor shall be declared by Obligee to be in default under the Contract, the Surety shall, upon request of Obligee and within seven (7) calendar days from receipt of Obligee's notice of Contractor's default, commence and thereafter complete performance of Contractor's obligations under the Contract. This Bond covers all contractual obligations of Contractor under the Contract, including, without limitation, the indemnity, warranty and guaranty obligations. The Surety stipulates and agrees that no change, extension of time, alteration, omission, addition or other modification to the terms of any of the Contract will

affect its obligations on this bond, and it hereby waives notice of any such changes, extensions of time, alterations, omissions, additions, or other modifications, to the Contract or to related subcontracts, purchase orders or other obligations, and any notices provided in such regard shall not create as to any party a duty related thereto. The penal limit of this bond shall automatically be increased by the amount of any change order, supplemental agreement or amendment which increases the price of the Contract.

PROVIDED, HOWEVER, that this bond is executed pursuant to Chapter 2253 of the Texas Government Code, as amended, and all rights and liabilities on this bond shall be determined in accordance with the provisions of such statute, to the same extent as if it were copied at length herein. All notices shall be delivered in writing to the addresses shown below or to addresses provided in the Contract Documents.

IN WITNESS WHEREOF, the duly authorized representatives of the Principal and the Surety have executed this instrument.

SIGNED and SEALED this_____day of_____, 20___.

The date of bond shall not be prior to date of Contract.

	_____
ATTEST:	PRINCIPAL
_____	By: _____
(Principal) Secretary	Name:_____
	Title:_____
(SEAL)	Address:_____
	_____
_____	_____
Witness as to Principal	Telephone Number:_____
	_____
ATTEST:	SURETY
_____	By: _____
Secretary	Name:_____
	Attorney in Fact
(SEAL)	Address:_____
	_____
_____	_____
Witness as to Surety	Telephone Number:_____

An original copy of Power of Attorney shall be attached to Bond by the Attorney-in Fact.

Approved as to Form:

_____
_____
_____

By: _____

Title: _____

Date:_____

PAYMENT BOND

THE STATE OF TEXAS §
§ KNOW ALL BY THESE PRESENTS:
COUNTY OF_____ §

That we,_____, as Principal herein, and _____ _____, a corporation organized and existing under the laws of the State of _____and who is authorized and admitted to use surety bonds in the State of Texas, as surety, are held and firmly bound unto_____located in_____County, Texas, Obligee herein, in the amount of [printed amount of bond] Dollars ($[numeric amount of bond] for the payment whereof, the said Principal and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Obligee dated the day of_____, 20 , which contract is hereby referred to herein as "the Contract" and is incorporated herein to the same extent as if copied at length, for the following project: _____.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall directly or indirectly timely make payment to each and every claimant (as defined in Chapter 2253, Texas Government Code, as amended) supplying labor or materials in the prosecution of the work under the Contract, then this obligation shall be void; otherwise, to remain in full force and effect. *This obligation may be enforced by the Obligee in the event of bankruptcy or default by Principal in payments to suppliers of labor or materials in the prosecution of the work under the Contract, in either of which events the Surety shall make such payments as Principal has failed to pay and as may be required to complete the work under the contract.* The Surety stipulates and agrees that no change, extension of time, alteration, omission, addition or other modification to the terms of the Contract will affect its obligations on this bond, and it hereby waives notice of any such changes, extensions of time, alterations, omissions, additions, or other modifications, to the Contract or to related subcontracts, purchase orders or other obligations, and any notices provided in such regard shall not create as to any party a duty related thereto.

PROVIDED, HOWEVER, that this bond is executed pursuant to Chapter 2253 of the Texas Government Code, as amended, and all rights and liabilities on this bond shall be determined in accordance with the provisions of said statute, to the same extent as if it were copied at length herein. All notices shall be delivered in writing to the addresses shown below or to addresses provided in the Contract Documents.

IN WITNESS WHEREOF, the duly authorized representatives of the Principal and the Surety have

executed this instrument. SIGNED and SEALED this day of__, 20____.

The date of bond shall not be prior to date of Contract.

	_____
ATTEST:	PRINCIPAL
_____	By: _____
(Principal) Secretary	Name:_____
	Title:_____
(SEAL)	Address:_____
	_____
_____	_____
Witness as to Principal	Telephone Number:_____
	_____
ATTEST:	SURETY
_____	By: _____
Secretary	Name:_____
	Attorney in Fact
(SEAL)	Address:_____
	_____
_____	_____
Witness as to Surety	Telephone Number:_____

An original copy of Power of Attorney shall be attached to Bond by the Attorney-in Fact.

Approved as to Form:

_____	By: _____
_____	Title: _____
_____	Date:_____

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
☐ **Prime** ☐ **Subawardee** Tier _____, *if known*: **Congressional District**, *if known*: 4c	 **Congressional District**, *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount,** *if known*: $
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employeeof a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizationallevel below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

CHILD SUPPORT STATEMENT

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

State of Texas Child Support Business Ownership Form

County: _____ Project Name: _____

TxDOT CSJ: _____ LG Project Number: _____

Business Entity Submitting Bid:_____

Section 231.006, Family Code, requires a bid for a contract paid from state funds to include the names and social security number of individuals owning 25% or more of the business entity submitting the bid.

1. In the spaces below please provide the names and social security number of individuals owning 25% or more of the business.

Name	Social Security Number
_____	_____
_____	_____
_____	_____
_____	_____

2. Please check the box below if no individual owns 25% or more of the business.

( ) No individual own 25% or more of the business.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purpose of responding to a request for information from an agency operating under the provisions of Part A and D to Title IV of the Federal Social Security Act (42 USC Section 601-617 and 651-699).

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

The information collected on this form will be maintained by _____. With few exceptions, you are entitled on request to be informed about the information collected about you. Under Sections 552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under Section 559.004 of the Government Code, you are also entitled to have information about you corrected that you believe is incorrect.

_____ _____

Signature Date

_____

Printed Name

IF THIS PROJECT IS A JOINT VENTURE,

ALL PARTIES TO THE JOINT VENTURE MUST PROVIDE A COMPLETED FORM.

CONTRACTOR'S CERTIFICATIONS

1. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract, as defined in Paragraph 03.09.05: ☐ **Yes** ☐ **No**

   A. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

   B. "fraudulent practice" means an intentional misrepresentation of facts made
      1. to influence the bidding process or the execution of the Contract to the detriment of Owner,
      2. to establish Bid or Contract prices at artificial non-competitive levels, or
      3 to deprive Owner of the benefits of free and open competition;

   C. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

   D. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

2. NON-COLLUSION CERTIFICATION:

   A. Non-Collusion Certification: Do you certify that all of the following are true and correct concerning your company's bid? ☐ **Yes** ☐ **No**

      1. That you are fully informed of the contents of the bid and the circumstances of its preparation;
      2. That your bid is genuine and is not a collusive or sham bid;
      3. That neither you nor anyone else acting on behalf of your company has agreed, colluded, or conspired in any manner with any other bidder, firm or person to submit a collusive or sham bid, or to refrain from bidding, or sought by communication or conference with any other bidder, firm or person to fix the prices, overhead, profit, or any cost element in your bid or in any other bid, or to secure through any collusion, conspiracy, or agreement any advantage against Williamson County or any other bidder; and
      4. The prices quoted in your bid are fair and proper and are not affected by any collusion, conspiracy, connivance or unlawful agreement on the part of your company or anyone acting on its behalf.

3. ANTI-LOBBYING

Lobbying activities or representations by the Bidder are prohibited between the date that the Invitation for Bid (IFB) is issued and the date of contract execution.

1. During a no-contact period, a bidder shall make a representation only through the authorized contact person.

2. During the no-contact period, a bidder may not make a representation to a County official or to a County employee other than to the authorized contact person. This prohibition also applies to a vendor that makes a representation and then becomes a bidder.

3. The prohibition of a representation during the no-contact period applies to a representation initiated by a bidder, and to a representation made in response to a communication initiated by a County official or a County employee other than the authorized contact person.

Do you certify that you are fully informed of the Anti-lobbying information above and all parties of your company will be informed? ☐ **Yes** ☐ **No**

4. CERTIFICATE OF NONDISCRIMINATION OF EMPLOYMENT

The Bidder certifies that Bidder has participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, or if Bidder has not participated in a previous contract of this type, or if Bidder has had previous contract or subcontracts and has not filed, Bidder will file with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements. ☐ **Yes** ☐ **No**

Note—The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.) Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations. Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

5. LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required by this Litigation Disclosure may result in the disqualification of your bid/proposal from consideration or termination of the contract, once awarded.

1. Has your company ever failed to complete, defaulted, or been terminated on a project?
   ☐ **Yes** ☐ **No**
   If yes, attached the project name and location, owner and engineer names, and explanation of the occurrence.

2. Does your company have any involvement in prior, pending or threatened claims or litigation alleging?
   A) Non-compliance by your company with any obligations under any current contract or previous contract within the last five years, including completion, remaining on schedule and cooperation with the owner; or ☐ **Yes** ☐ **No**

   B) Any error or omission by your company in performing services under any current contract or previous contract within the last five years; and/or ☐ **Yes** ☐ **No**

   C) Non-payment to Sub-Contractors and material suppliers? ☐ **Yes** ☐ **No**

   D) Have your or any member of your Firm or Team paid liquidated dames in the last three (3) year?
   ☐ **Yes** ☐ **No**

If you answered yes to any of the above questions, provide in an attachment the project name and location, owner and engineer names, and explanation of the nature, status and/or outcome of such claim or litigation.

3. Has your company or any of your Sub-Contractors' companies ever failed to take corrective action on items of work under warranty during the warranty period? ☐ **Yes** ☐ **No**

4. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?
☐ **Yes** ☐ **No**

6. BUY AMERICA

The bidding firm and the signer certify that they will comply with the latest provisions of Buy America as listed at 23 CFR 635.410. ☐ **Yes** ☐ **No**

Use steel or iron materials manufactured in the United States except when:

- The cost of materials, including delivery, does not exceed 0.1% of the total Contract cost or $2,500, whichever is greater;
- The Contract contains an alternate Item for a foreign source steel or iron product and the Contract is awarded based on the alternate Item; or
- The materials are temporarily installed.

Provide a notarized original of the FORM D-9-USA-1 with the proper attachments for verification of compliance.

Manufacturing is any process that modifies the chemical content, physical shape or size, or final finish of a product. Manufacturing begins with initial melting and mixing and continues through fabrication (cutting, drilling, welding, bending, etc.) and coating (paint, galvanizing, epoxy, etc.).

7. CONTRACTOR'S ASSURANCE (Subcontracts-Federal Aid Projects)

By signing this proposal, the contractor is giving assurances that all subcontract agreements will incorporate the Standard Specification and Special Provisions, all subcontract agreements exceeding $2,000 will incorporate the applicable "Wage Determination Decision", and, all subcontract agreements of $10,000 or more will incorporate the following:

Special Provision	"Certification of Nondiscrimination in Employment"
Special Provision	"Measurement and Payment" (Article 9L)
Special Provision	"Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity" (Executive Order 11246)

Special Provision (Executive Order 11246)	"Standard Federal Equal Employment Opportunity Construction Contract Specifications"
Special Provision	"Disadvantaged Business Enterprise in Federal Aid Contracts"
Form FHWA 1273	"Required Contract Provisions Federal-Aid Construction Contracts" (Form FHWA 1273 must also be physically attached to subcontracts and purchase orders of $10,000 or more)

ACKNOWLEDGEMENT

THE STATE OF

TEXAS

COUNTY

OF_____

I certify that my responses and the information provided are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations in this Questionnaire, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me in this questionnaire may be investigated and I hereby give my full permission for any such investigation and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my bid to be rejected.

Bidder's full name and entity status:

_____

Company's Name

_____

Signature, Authorized Representative of Bidder

_____

Title

CERTIFICATION OF ABSENCE OF SUSPENSION, DEBARMENT, VOLUNTARY EXCLUSION OR DETERMINATION OF INELIGIBILITY

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

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

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

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

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

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

Where the Bidder is unable to certify to any of the statements in this certification, such Bidder shall attach an explanation to this certification.

The undersigned Bidder understands that all exceptions will not necessarily preclude the issuance of a bidding proposal or result in the denial of award of the contract for a federally-funded project. It also understands that exceptions will be carefully reviewed by Williamson County and by the Federal Highway Administration and may result in rejection of the bid proposal and suspension and debarment of the contractor pursuant to 43 Texas Administrative Code (TAC) Section 9.6 Procedure for Debarment of a Contractor, to 43 TAC 9.7, Procedure for Suspension of a Contractor to 43 TAC Section 9.8 Supplemental Procedures for Suspension or Debarment of a Contractor, and/or Debarment and Suspension (Non- Procurement) 49 CFR part 29 (1987).

* federal, state, or local

_____
Name of Bidder

_____
Signature of Certifying Official

_____
Printed Name of Certifying Official

_____
Title of Certifying Official

_____ _____, 20___
Date

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

_____
Notary Public in and for the
State of Texas

My commission expires: _____

DBE GOAL

The following goal for disadvantaged business enterprises is established:

DBE
5.0%

Certification of DBE Goal Attainment

By signing the proposal, the Bidder certifies that the above DBE goal will be met by obtaining commitments equal to or exceeding the DBE percentage or that the Bidder will provide a good faith effort to substantiate the attempt to meet the goal.

Failure to provide commitments to meet the stated goal or provide a satisfactory good faith effort will be considered a breach of requirements of the proposal. As a result, the bid proposal will not be considered for award.

Summary of Proposed Participation Goals - %

Use this section to calculate participation.
Include total dollar amount and percentage for each Subcontract.

DBE Goal for this Project: Brushy Creek Trail CSJ 0914-05-191 5%

_____
Company Name

_____
Name and Title of Authorized Representative:

_____ _____
Signature Date

Instructions:

- Fill in all the blanks (use "none" or "N/A" where appropriate).
- DBE Compliance Plan Summary shall be included in Submittal.
- Fill in names of Subcontracting Firms and indicate certification type for those firms certified as DBE
- Provide Amount of subcontract and Percent of DBE goal to the overall contract amount.
- Provide a Total Amount of all contracts and total percent of DBE.
- The "Total Bid" amount must be used in the DBE Compliance Plan Summary to determine subcontractor participation levels for the established DBE procurement goals.

List of Primary Subcontractors:	Description of Work:	Certification Type:	Amount of subcontract	% Meeting DBE

- (insert as needed)
-
-
-

Sub-total Contract Amt: $_____ Sub-total DBE_____%

List of Secondary Subcontractors:	Description of Work:	Certification Type:	Amount of subcontract	% Meeting DBE

- (insert as needed)
-
-
-

Sub-total Contract Amt: $_____ Sub-total DBE_____%

List of Primary and Alternate Trucking Subcontractors	Description of Work:	Certification Type:	Amount of subcontract	% Meeting DBE

- (insert as needed)
-
-
-

Sub-total Contract Amt: $_____ Sub-total DBE_____%

Total Contract Amount: $ _____ Total DBE Goal: _____%

UNIFORM GENERAL CONDITIONS
FOR WILLIAMSON COUNTY

TABLE OF ARTICLES

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract as revised, Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Owner or the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor.

§ 1.1.3 THE WORK
The term “Work” means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT
The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS
The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS
The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE
Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect’s consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 KNOWLEDGE: The terms "knowledge," "recognize," and "discover," their respective derivatives, and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize), and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the Project and exercising the care, skill, and diligence required of the Contractor by the Contract Documents.§1.1.10 PRODUCT: Materials, systems, and equipment incorporated or to be incorporated in the Work.

§1.1.9 PROVIDE: Furnish and install and shall include, without limitation, labor, materials, equipment, transportation, services and other items required to complete the referenced tasks.

§1.1.02 FURNISH: Pay for, deliver (or receive), unload, inspect, and store products, materials, equipment, and accessories as specified while retaining care, custody and control until received for installation based on a signed receipt.

§ 1.1.11 INSTALL: Receive, unload, inspect, and store as specified while retaining care, custody and control; set or place in position, make required connections; and adjust and test as specified in the Contract Documents for satisfactory performance and operation.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS
§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes, and ordinances, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Owner or the Architect’s

interpretation. The terms and conditions of this Section 1.2.1, however, shall not relieve the Contractor of any of the obligations set forth in the Contract Documents.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.3.1 Whenever a product is specified in accordance with a Federal Specification, an ASTM Standard, an American National Standards Institute Specification, or other Association Standard, the Contractor, if required by the Specifications or if requested by the Owner, shall present evidence from the manufacture, certifying the product complies with the particular Standard or Specification. When required by the Contract Documents, supporting data shall be submitted to substantiate compliance.

§ 1.2.3.2 Whenever a product is specified or shown by describing proprietary items, model numbers, catalog numbers, manufacturer, trade names, or similar reference, no substitutions may be made unless accepted in strict accordance with the Substitution requirements stated in the Specifications or, if no Substitution requirements are stated in the Specifications, in accordance with the requirements stated elsewhere in the Contract Documents. Where two or more products are shown or specified, the Contractor has the option to use either of those shown or specified.

§ 1.3 CAPITALIZATION
Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION
In the interest of brevity the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 USE OF DRAWINGS AND OTHER INSTRUMENTS OF SERVICE
§ 1.5.1 The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights, except as provided in the Owner-Architect Agreement. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect’s or Architect’s consultants’ reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect’s consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM
If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall establish the necessary protocols governing such transmissions in writing, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

The Owner means Williamson County acting through any duly authorized representative as provided in the Agreement, and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization ("Owner's Designated Representative"). The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.2 OWNER

§ 2.2.1 Appropriation of Funds by Owner. Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of the Agreement between Owner and Contractor. Contractor understands and agrees that the Owner's payment of amounts under the Agreement between Owner and Contractor is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under the Agreement.

§ 2.2.2 Unless specifically stated otherwise in the Contract Documents, Contractor shall secure and pay for necessary permits, approvals, assessments, and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Except for surveys or grade information, the Contractor shall compare the information furnished by the Owner, including, but not limited to, soil tests, with visibly observable physical conditions and the Contract Documents and, on the basis of such review, promptly report to the Owner and the Architect any known conflicts, errors or omissions. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

§2.5 EXTENT OF OWNER RIGHTS

§ 2.5.1 The rights stated in this Article 2 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (i) granted in the Contract Documents, (ii) at law, or (iii) in equity.

§ 2.5.2 In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

§ 2.6 OWNER'S RIGHT TO RECORDS

§ 2.6.1 The Contractor's records, which shall include but not be limited to accounting records, written policies and procedures, subcontractor files (including proposals of successful bidders), original estimates, estimating work sheets, correspondence, schedules, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all foregoing hereinafter referred to as "records") and shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of his payees. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Contract.

§ 2.6.2 For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent, or authorized representatives shall have access to said records from the effective date of this Contract for the duration of Work and until three (3) years (or longer if required by law) after the date of final payment by Owner to Contractor.

§ 2.6.3 Owner's agent or its authorized representative shall have access during normal business hours to the Contractor's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this Article 2.6. Owner's agent or authorized representative shall give auditees reasonable advance notice of intended audits.

§ 2.6.4 Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) with cost plus contracts, if permitted, and not fixed price contracts to comply with the provisions of this Article by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payee's costs from amounts payable to the Contractor pursuant to this contract.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative, and if these General Conditions are used in conjunction with the Agreement between Owner and Construction Manager-At-Risk, the term "Contractor" shall mean the Construction Manager.

§ 3.1.2 The Contractor shall perform the Work in strict accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. Prior to execution of the Agreement, the Contractor and each Subcontractor shall have evaluated and satisfied themselves as to the observable conditions and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools, and equipment, and (v) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in Section 10.3, the Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of this Section 3.2.1.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner. The Contractor shall verify the accuracy of elevations, dimensions, locations, and field measurements. In all cases of the interconnection of its Work with existing or other Work, the Contractor shall verify at the site all dimensions relating to such existing or other Work.

.1 All of Contractor's work shall conform to the Contract Documents. Contractor shall be responsible for the details of the Work necessary to carry out the intent of the drawings and specifications, or which are customarily performed. When more detailed information is required for performance of the Work or when an interpretation of the Contract Documents is requested, the Contractor shall submit a written request for information to the Architect or Owner (as required), and the Owner or Architect shall furnish such information or interpretation. Where only part of the Work is indicated, similar parts shall be considered repetitive. Where any detail is shown and components thereof are fully described, similar details not fully described shall be considered to incorporate the fully described details and components.

.2 The Contractor has had an opportunity to examine, and has carefully examined, all of the Contract Documents and Project site, and has fully acquainted itself with the scope of work, design, availability of materials, existing facilities, access, general topography, soil structure, subsurface conditions, obstructions, and all other conditions pertaining to the Work, the site of the Work, and its surrounding; that it has made necessary investigations to a full understanding of the difficulties which may be encountered in performing the Work; and that anything in any Contract Documents, or in any representations, statements, or information made or furnished by Owner or its representatives notwithstanding, Contractor will complete the Work for the compensation stated in the Agreement. In addition thereto, Contractor represents that it is fully qualified to do the Work in accordance with the terms of this Agreement in the time specified.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Owner and the Architect any nonconformity discovered by or made known to the Contractor as a request for information.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 Inspection of the progress, quantity, or quality of the Work done by the Owner, any Owner's representative, any governmental agency, or the Architect, or any inspector, shall not relieve the Contractor of any responsibility for the compliance of the Work with the Contract Documents. The Owner or its approved representative (heretofore referred to as Owner's representative) shall have access to the worksite and all Work. No supervision or inspection by the Owner's representative, nor the authority to act nor any other actions taken by the Owner's representative shall relieve the Contractor of any of its obligations under the Contract Documents nor give rise to any duty on the part of the Owner.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.1.1 Duty to Pay Prevailing Wage Rates. The Contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule" provided by the Owner. The specified wage rates are minimum rates only, and are not representations that qualified labor adequate to perform the Work is available locally at the prevailing wage rates. The Owner is not bound to pay—and will not consider—any claims for additional compensation made by any Contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the Contract Documents. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the Work may be found locally at the specified wage rates.

.1 For classifications not shown, workers shall not be paid less than the wage indicated for Laborers. The Contractor shall notify each worker commencing work on the Project the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by Owner, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by Contractor.

.2 A copy of each worker wage rate notification shall be submitted to the Owner with the Application for Payment for the period during which the worker began on-site activities.

§ 3.4.1.2 Prevailing Wage Schedule. The "Prevailing Wage Schedule" shall be determined by the Owner in compliance with Chapter 2258, Texas Government Code. Should the Contractor at any time become aware that a particular skill or trade not reflected on the Owner's Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the Owner and shall specify a wage rate for that skill or trade, which shall bind the Contractor.

§ 3.4.1.3 Penalty for Violation. The Contractor and any Subcontractor shall pay to the Owner a penalty of sixty dollars ($60.00) for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement thereto pursuant to §3.4.1.2. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.

§ 3.4.1.4 Complaints of Violations of Prevailing Wage Rates. Within 31 days of receipt of information concerning a violation of Chapter 2258 of the Texas Government Code, the Owner shall make an initial determination as to whether good cause exists to believe a violation occurred. The Owner's decision on the initial determination shall be reduced to writing and sent to the Contractor or Subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the Owner shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the Prevailing Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

§ 3.4.1.5 Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have 14 days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. It the Contractor or Subcontractor and affected worker do not agree before the 15th day after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in accordance with the Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code. The parties to the arbitration have 10 days after the expiration of the 15 days referred to above, to agree on an arbitrator; if by the 11th day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

§ 3.4.1.6 Arbitration Award. If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or Subcontractor the amount of penalty as provided in this Article 3.4 and the amount owed the worker. The Owner may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or Subcontractor to pay the worker in accordance with the arbitration award, the worker has a right of action against the Contractor and Subcontractor as appropriate, and the surety of

either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.

§ 3.4.1.7 Prevailing Wage Retainage. Money retained pursuant to this Article 3.4 shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the Project at the rate paid by the Contractor or Subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the Contractor or Subcontractor affected, or in the arbitrator's award. The full statutory penalty of $60.00 per day of violation per worker shall be retained by the Owner to offset its administrative costs, pursuant to Texas Government Code §2258.023. Any retained funds in excess of these amounts shall be paid to the Contractor on the earlier of the next progress payment or final payment. Provided, however, that the Owner shall have no duty to release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided under §§3.4.2 and 3.4.3.

§ 3.4.1.8 No Extension of Time. If the Owner determines that good cause exists to believe a violation has occurred, the Contractor shall not be entitled to an extension of time for any delay arising directly or indirectly from of the procedures set forth in this Article 3.4.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Owner or Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. If the Contractor desires to submit an alternate product or method in lieu of what has been specified or shown in the Contract Documents, the Contractor shall comply with the Substitution requirements listed in the Specifications, or if there are no Substitution requirements listed in the Specifications, then the following provisions apply:

§ 3.4.2.1 The Contractor must submit to the Architect and the Owner (i) a full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution; (ii) the adjustment, if any, in the Contract Sum, in the event the substitution is acceptable; (iii) the adjustment, if any, in the time of completion of the Contract and the construction schedule in the event the substitution is acceptable; and (v) a statement indicating Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect. Proposals for substitutions shall be to the Architect in sufficient time to allow the Architect no less than ten (10) working days for review. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.4.4 The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project.

§ 3.4.5. In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of such conflict involving any such labor agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided pursuant to a Change Order or Construction Change Directive.

§ 3.5 WARRANTY

§ 3.5.1 The Contractor warrants to the Owner: (1) that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise; (2) that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit; (3) that the Work will be done strictly in accordance with the Contract Documents; (4) that all products are installed

per the manufacturer's instructions, and in such a way that the manufacturer's warranties are preserved, including the use of a manufacturer-certified installer, if required by the manufacturer; (5) and that the Work, when finally completed, will provide a complete Project that meets the intent of the Contract Documents. The Contractor represents and warrants to the Owner that its materials and workmanship, including without limitation, construction means, methods, procedures and techniques necessary to perform the Work, use of materials, selection of equipment and requirements of product manufacturers are and shall be consistent with: (1) good and sound practices within the construction industry; (2) generally prevailing and accepted industry standards applicable to the Work; (3) requirements of any warranties applicable to the Work subject to Paragraph 3.2.3. Work, materials, or equipment not conforming to these requirements shall be considered defective, and promptly after written notification of non-conformance shall be repaired or replaced by Contractor with Work conforming to this warranty. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.1.1 Contractor further warrants that all materials or equipment of a category or classification will be a product of the same manufacturer and such materials or equipment shall be of the same lot, batch or type and that such materials and equipment will be as specified.

§ 3.5.2 The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

§ 3.6 TAXES

State Sales and Use Taxes. Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Contractor is liable; provided, however, Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and materials subject of the Agreement are being secured for use by Owner. Exemption certificates will be provided to Contractor upon request. As a precondition to the Owner reimbursing Contractor for allowable sales and use taxes, Contractor must, on its own, first attempt to use such tax exemption certificates in order to assert the exemption. In the event Contractor's efforts to use the tax exemption certificate is unsuccessful and provided that under the laws of the State of Texas an exemption from sales and use taxes is allowed, Owner will reimburse Contractor for such sales and use taxes upon Contractor providing sufficient and satisfactory documentation to the Williamson County Auditor.

§ 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided, the Contractor shall secure, pay for, and, as soon as practicable, furnish the Owner with copies or certificates of all permits and fees, licenses, and inspections necessary for the proper execution and completion of the Work, including, without limitation, all building permits. All connection charges, assessments, or inspection fees as may be imposed by any municipal agency or utility company are included in the Contract Sum and shall be the Contractor's responsibility.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction and damages resulting therefrom.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from

those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Owner will promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will authorize an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Contractor in writing, stating the reasons. If the Contractor disputes the Owner's determination, the Contractor party may assert a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contractor shall, prior to purchasing any such materials, notify the Owner in writing of the cost and whether such cost will exceed the amount of the allowance. If Owner authorizes Contractor to proceed, after receiving the Contractor's estimate of the total cost, then the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent or Contractor's project manager shall be as binding as if given to the Contractor. Important oral communications shall be immediately confirmed in writing.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Owner or Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Owner and Architect require additional time to review. Failure of the Owner or Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, as provided in the Agreement, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.10.4 The construction schedule shall be a detailed precedence-style critical path management ("CPM") schedule in a format satisfactory to the Owner that shall (i) provide a graphic representation of all activities and events that will occur during performance of the Work; (ii) identify each phase of construction and occupancy; and (iii) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as the "Milestone Date"). Upon review and acceptance by the Owner of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and resubmitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions as set forth in section 3.10.1 or if requested by the Owner. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, any Milestone date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorize pursuant to a Change Order.

§ 3.10.5 In the event the Owner determines that the performance of the Work, as of a Milestone Date, has not progressed or reach the level of completion required by the Contract Documents, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including without limitation, (i) working additional shifts or overtime, (ii) supplying additional manpower, equipment, and facilities, and (iii) other similar measures. Such measures so continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require such measures is solely for the purpose of ensuring the Contractors compliance with the construction schedule.

§ 3.11 DOCUMENTS AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or

equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly as required by the Contract Documents. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Owner and Architect shall, at all times, have access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 INDEMNITY – OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS OWNER, ITS EMPLOYEES, AND ASSIGNS (THE "INDEMNIFIED PARTIES" OR "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, TO THE EXTENT CAUSED BY THE NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE. CONTRACTOR SHALL NOT BE REQUIRED TO INDEMNIFY, HOLD HARMLESS OR DEFEND THE INDEMNIFIED PARTIES AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, OR THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE OF THE INDEMNITEE, OR OTHER PARTY OTHER THAN CONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER, EXCEPT THAT CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTIES AGAINST ANY CLAIMS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF CONTRACTOR, ITS AGENTS, OR IT SUBCONTRACTORS OF ANY TIER.

§3.18.2 INDEMNITY – EMPLOYEE <u>PERSONAL INJURY CLAIMS</u>. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE INDEMNIFIED PARTIES AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF AN INDEMNIFIED PARTY'S GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, INCLUDING THE DEATH, OF ANY EMPLOYEE OF THE CONTRACTOR, SUBCONTRACTORS, OR ANY SUB-SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE PROJECT SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK OF THIS AGREEMENT. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNIFIED PARTIES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE 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.

§3.18.3 THE CONTRACTOR'S INDEMNITY OBLIGATIONS UNDER THIS SECTION 3.18 SHALL ALSO SPECIFICALLY INCLUDE, WITHOUT LIMITATION, ALL FINES, PENALTIES, DAMAGES, LIABILITY, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) ARISING OUT OF, OR IN CONNECTION WITH, ANY (I) VIOLATION OF OR FAILURE TO COMPLY WITH ANY LAW, STATUTE, ORDINANCE, RULE, REGULATION, CODE OR REQUIREMENT OF A PUBLIC AUTHORITY THAT BEARS UPON THE PERFORMANCE OF THE WORK BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE, (II) MEANS, METHODS, PROCEDURES, TECHNIQUES, OR SEQUENCES OF EXECUTION OR PERFORMANCE OF THE WORK, AND (III) FAILURE TO SECURE AND PAY FOR PERMITS, FEES, APPROVALS, LICENSES, AND INSPECTIONS AS REQUIRED UNDER THE CONTRACT DOCUMENTS, OR ANY VIOLATION OF ANY PERMIT OR OTHER APPROVAL OF A PUBLIC AUTHORITY APPLICABLE TO THE WORK, BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.2 ADMINISTRATION OF THE CONTRACT
§ 4.2.1 The Architect will provide administration of the Contract as described in the Owner-Architect Agreement. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS AND CONTRACT ADMINISTRATION
Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to relate relevant communications between Owner and Architect to the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 If included in Architect's scope of work, the agreement between Owner and Architect, or if requested by the Owner, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts based on the Architect's evaluations of the Contractor's Applications for Payment.

§ 4.2.6 To the extent permitted by the agreement between Owner and Architect, the Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect, in consultation with the Owner, will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 To the extent provided in the agreement between Owner and Architect, the Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Owner and Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the

purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 If requested by Owner, the Architect will prepare Change Orders and Construction Change Directives with the Owner's prior written consent, but the Architect may authorize minor changes in the Work as provided in the agreement between Owner and Architect, or in Section 7.4 of these General Conditions. If requested by Owner, the Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 If requested by Owner, the Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 If requested by Owner, the Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents, and if approved by Owner.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS

§ 5.2.1 For Construction Manager-At-Risk Agreements. The Construction Manager shall publicly advertise for bids or proposals and receive bids or proposals from trade contractors or Subcontractors for the performance of all major elements of the work other than the minor work that may be included in the general conditions. The Construction Manager may seek to perform portions of the work itself if:

(A) the Construction Manager submits its bid or proposal for those portions of the Work in the same manner as all other trade contractors or Subcontractors; and

(B) the Owner determines that the Construction Manager's bid or proposal provides the best value for the Owner.

§ 5.2.1.1 REVIEW OF BIDS OR PROPOSALS. Construction Manager shall review all trade contractor or Subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the Construction Manger, Architect, Engineer, or Owner. All bids or proposals shall be made available to the Owner on request and to the public after the later of the award of the contract or the seventh day after the date of final selection of bids or proposals. If the Construction Manager reviews, evaluates, and recommends to the Owner a bid or proposal from a trade contractor or subcontractor but the Owner requires another bid or proposal to be accepted, the Owner shall compensate the Construction Manager by a change in the Contract Sum, Contract Time, or Cost of the Work for any additional cost and risk that the Construction manager incurs because of the Owner's requirement that another bid or proposal be accepted.

§ 5.2.2 The Contractor shall not contract with a proposed Subcontractor, person, or entity to whom the Owner has made reasonable objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made a reasonable objection.

§ 5.2.3 If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time may be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity previously selected if the Owner makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

§ 5.3.1 By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.2 All subcontracts shall be in writing and, if requested, Contractor shall provide Owner with copies of executed subcontracts.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 This Contract is for Owner's benefit, its successors and assigns who, as well as Contractor, may directly enforce all rights and warranties, express or implied herein, but Subcontractors shall have recourse only against Contractor and not against Owner. Owner may rely solely upon Contractor for enforcement of all Subcontracts. To effect such purpose, Contractor assigns to Owner all right to bring any actions against subcontractors and material vendors without waiver by Owner of his right against Contractor because of defaults, delays and effects for which a subcontractor or material vendor may also be liable, said assignment being effective only if:

.1 Contractor is in default under the Contract Documents; or

.2 Owner has terminated the Contract in accordance with the Contract Documents; and

.3 Only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.4 The assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation may be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

§5.4.4 The Architect and the Owner shall have the right to request from any Subcontractor at any time during the course of construction, a notarized affidavit stating the amount of monies which have been paid to the Subcontractor as of any certain stipulated date.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall

connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect and the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner, separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Owner or Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work. Except as permitted in Section 7.3 and Section 9.7.2, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any Claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Contractor's Change Order shall set forth in clear and precise detail breakdowns of labor and materials for all trades involved and the estimated impact on the dates of Substantial Completion. Contractor shall furnish supporting data as reasonably requested by Owner.

§ 7.2.3 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Owner or Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Owner or the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Owner determines to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of Contractor to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

If permitted in the agreement between Owner and Architect, the Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract and are a material element of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect and Owner determines may justify delay, then the Contract Time shall be extended by Change Order to the extent such delay will prevent the Contractor from achieving Substantial Completion within the Contract Time and if the performance of the Work is not, was not, or would not have been delayed by any other cause for which the Contractor is not entitled to an extension in the Contract Time under the Contract Documents. The Contractor further acknowledges and agrees that adjustments in the Contract Time will be permitted for a delay only to the extent such delay (i) is not caused, or could not have been anticipated, by the Contractor, and (ii) could not be limited or avoided by the Contractor's timely notice to the Owner of the delay or reasonable likelihood that a delay will occur.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 Notwithstanding anything contained in the Contract Documents to the contrary, the Contractor's sole remedy for any (1) delay in the commencement, prosecution or completion of the Work, (2) hindrance or obstruction in the performance of the Work, (3) loss of productivity, or (4) other similar claims (collectively referred in this Subparagraph 8.3.3 as "Delay or Delays"), whether or not such Delays are foreseeable, shall be an extension of time in which to complete the Work. In no event shall the Contractor be entitled to any other compensation or recovery of any damages, costs, or attorneys' fees, caused by any Delays, unknown site conditions, errors, inconsistencies, or omissions in the Drawings and Specifications, or concealed or unknown conditions, including, without limitation, consequential damages, lost opportunity costs, impact damages or other similar damages; provided however that Contractor may be entitled to additional time as provided under Section 8.3.1.

§ 8.3.4 If the Contractor submits a progress report indicating, or otherwise expresses an intention to achieve, completion of the Work prior to any completion date required by the Contract Documents or expiration of the Contract Time, no liability of the Owner to the Contractor for any failure of the Contractor to so complete the Work shall be created or implied.

§ 8.3.5 Owner shall have the right to occupy, without prejudice to rights of either party, any completed or substantially completed portions of the Work, notwithstanding the fact that time for completion of entire Work, or portions thereof, may not be expired. Occupancy and use by Owner shall not constitute, in itself, acceptance of the Work.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Owner and Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 As provided in the Agreement and in the Contract Documents, the Contractor shall submit to the Owner and Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2., for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the

Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Owner or the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.1.3 If requested by Owner or required elsewhere in the Contract Documents, Each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to the Owner:

(i) With each Application for Payment: a current Sworn Statement from the Contractor setting forth all Subcontractors and all material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the Application for Payment, and the amount to be paid to the Contractor from such progress payment;

(ii) With each Application for Payment: a duly executed Conditional Waiver and Release on Progress Payment from the Contractor and Subcontractors establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment;

(iii) Commencing with the second Application for Payment submitted by the Contractor, a duly executed Unconditional Waiver and Release on Progress Payment from Contractor and all Subcontractors, material suppliers and, where appropriate, lower tier subcontractors that have billed more than $5,000 on a single application of payment, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment;

(iv) With the Final Application for Payment: Contractor shall submit a Conditional Waiver and Release on Final Payment as required by Texas Property Code 53.284. Upon receipt of final payment, Contractor shall submit an Unconditional Waiver and Release on Final Payment as required by Texas Property Code 53.284; and

(v) Such other information, documentation, and materials as the Owner, or the title insurer may require in order to ensure that Owner's property is free of lien claims. Such other documents may include, without limitation, original copies of lien or bond claim releases suitable for filing with the County Clerk in Williamson County, Texas.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, bond claims, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.3.3.1 The Contractor further expressly undertakes to defend Owner, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against Owner as a result of liens filed against the Work, the site of any of the Work, the Project site and any improvements thereon, or any portion of the property of any of Owner (referred to collectively as "liens" in this Section 9.3.3), provide the Owner has paid Contractor pursuant to the requirements of the Contract Documents. The Contractor hereby agrees to indemnify and hold Owner harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings.

§ 9.3.3.2 The Owner shall release any payments withheld due to a lien or bond claims if the Contractor obtains security acceptable to the Owner, however, the Contractor shall not be relieved of any responsibilities or obligations under this Section 9.3.3, including, without limitation, the duty to defend and indemnify Owner.

§ 9.3.3.3 Retainage. The Owner shall withhold from each progress payment, as retainage, five percent (5%) of the total earned amount. Retainage so withheld shall be managed in conformance with Subchapter B, Chapter 2252 of the Texas Government Code. Any request for reduction or release of retainage shall be accompanied by written consent of the Contractor's Surety. No such request shall be made until the Contractor has earned at least sixty-five percent (65%) of the total Contract Price.

§ 9.3.3.4 For purposes of Texas Government Code § 2251.021 (a)(2), the date the performance of service is completed is the date when the Owner's representative approves the Application for Payment.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Owner or Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner or Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Owner or Architect is unable to certify payment in the amount of the Application, the Owner or Architect will notify the Contractor. If the Contractor and Architect, or Contractor and Owner, as the case may be, cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount that can be certified. The Owner or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

.1 defective Work not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims;
.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a separate contractor;
.6 failure to maintain the scheduled progress, or reasonable evidence that the Work will not be completed within the Contract Time;
.7 failure to comply with the requirements of Texas Government Code Chapter 2258 (Prevailing Wage Law);
.8 failure to include sufficient documentation to support the amount of payment requested for the Project;
.9 failure to obtain, maintain, or renew insurance coverage, payment/performance bonds or warranty bond required by the Contract Documents; or
.10 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.6 PROGRESS PAYMENTS
§ 9.6.1 The Owner shall make payment in the manner and within the time provided in the Contract Documents and in accordance with Chapter 2251 of the Texas Government Code.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than 10 days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.4 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2.

§ 9.6.5 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.7 FAILURE OF PAYMENT
§ 9.7.1 If the Architect is required to issue Certificates for Payment and, through no fault of the Contractor, the Architect fails to timely issue Certificates for Payment in the time permitted in the Contract Documents, or if the Owner does not pay the Contractor by the date established in the Contract Documents, then the Contractor may, upon twenty-one days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received.

§ 9.7.2 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to (i) deduct

an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (ii) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner and Architect a comprehensive list of items to be completed or corrected prior to final payment (punch list). Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's punch list, the Owner and Architect will examine the Work to determine whether the Work or designated portion thereof is substantially complete. If the Owner and/or Architect's examination discloses any item, whether or not included on the Contractor's punch list, that is not sufficiently complete in accordance with the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner or Architect. In such case, the Contractor shall then submit a request for another examination by the Owner or Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect, if required by the Contract Documents, or Owner will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Unless otherwise provided, Contractor shall complete all items on the punch list within 30 days of Substantial Completion. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5, the surety, and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

§ 9.9.2 Immediately prior to partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner and Architect will make such inspection and, when the Owner and Architect find the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner and Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, within the period of time required by Chapter 2251 of the Texas Government Code, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety to final payment, (5) a warranty bond in a form acceptable to Owner, and (6) other data establishing payment or satisfaction of obligations, such as receipts, unconditional full and final releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

§ 9.10.3 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 Claims, security interests or encumbrances arising out of the Contract and unsettled;
.2 failure of the Work to comply with the requirements of the Contract Documents; or
.3 terms of warranties required by the Contract Documents.

§ 9.10.4 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

.1 employees on the Work and other persons who may be affected thereby;
.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss. Notwithstanding any language to the contrary, the Owner shall not have any responsibility for job site inspections or safety recommendations. Any inspections or observations by the Owner or the Architect are solely for the benefit of the Owner and shall not create any duties or obligations to anyone else.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.2.9 When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all covering and fully protect the Work, as necessary, from injury or damage by any cause.

§ 10.2.10 The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage.

§ 10.3 HAZARDOUS MATERIALS
§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the

Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written notice from the Owner.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are expressly required by the Contract Documents. The Owner shall be responsible for materials or substances expressly required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site or negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time, if any, claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations, which coverage shall be maintained for no less than four (4) years following final payment; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Agreement or the Contract Documents. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the

period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Unless otherwise provided, copies of the insurance policies, in form acceptable to the Owner, shall provided to Owner within 30 days of Owner's request. Except as otherwise provided, all of the policies provided shall name Owner as an additional insured, and such policies shall immediately deliver to Owner copies of all such insurance policies, together with certificates by the insurer evidencing Owner's coverage there under. Each policy of insurance obtained by Contractor pursuant to the Contract Documents shall provide, by endorsement or otherwise (i) that such policy shall not be canceled, endorsed, altered or reissued to effect a change in coverage for any reason or to any extent whatsoever unless the insurer shall have first given Owner and Lender at least thirty (30) days prior written notice thereof, and (ii) that Owner may, but shall not be obligated to, make premium payments to prevent the cancellation, endorsement, alteration or reissuance of such policy and such payments shall be accepted by the insurer to prevent the same. Such policies shall provide, by endorsement or otherwise, that Contractor shall be solely responsible for the payment of all premiums under the policies, and that Owner shall have no obligation for the payment thereof, notwithstanding that Owner is named as additional insured under the policy. Any insured loss or claim of loss shall be adjusted to the Owner, and any settlement payments shall be made payable to the Owner as a trustee for the insureds, as their interests may appear. Upon the occurrence of an insured loss or claim of loss, monies received will be held by Owner who shall make distribution in accordance with an agreement to be reached in such event between Owner and Contractor. If the parties are unable to agree between themselves on the settlement of the loss, such dispute shall be resolved in accordance with section 15, below, but the Work of the Project shall nevertheless progress during any such period of dispute without prejudice to the rights of any party to the dispute. The Contractor shall be responsible for any loss within the deductible area of the policy. If Owner is damaged by the failure of Contractor to purchase or maintain such insurance, then Contractor shall bear all costs properly attributable thereto. The Contractor shall affect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until Final Completion of the Project.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE
The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE
§ 11.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake,

flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss as well as coverage for building materials while in transit or building materials suitably stored at a temporary location. Property insurance provided by the Contractor shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this Section 11.3.1 shall include a waiver of subrogation in accordance with the requirements of Section 11.3.4.

§ 11.3.1.2 If the Contractor does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Contractor shall so inform the Owner in writing prior to commencement of the Work. If the Owner is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 Contractor shall be responsible for any deductibles to the extent that the loss arose out of or was cause by Contractor's negligence or breach of the Agreement.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.4 WAIVERS OF SUBROGATION
The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance. However, this waiver shall not apply to property insurance purchased by Owner after completion of the Work or Final Payment, whichever comes first. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.5 A loss insured under the property insurance shall be adjusted in good faith and made payable to the Owner in good faith for the insureds, as their interests may appear. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.4 BONDS
§ 11.4.1 The Contractor is required to tender to Owner, prior to commencing the Work, performance and payment bonds, as required by law. In the event Contractor fails to provide such bonds within the time

provided by the Agreement, Owner may immediately, upon notice of such failure, or within a reasonable time thereafter, at its sole option and discretion: (1) void this Agreement in its entirety; or (2) procure such bonds on behalf of the Contractor, deducting such amounts from the Contract Price. In the event Owner voids the Agreement under this section, Contractor may forfeit its bid bond.

§ 11.4.2 A Performance Bond is required if the Contract Price is in excess of $50,000. The performance bond is solely for the protection of the Owner, in the full amount of the Contract Price and conditioned on the faithful performance of the Work in accordance with the Contract Documents. The form of the bond shall be approved by the Owner.

§ 11.4.3 A Payment Bond is required if the Contract Price is in excess of $25,000. A payment bond is payable to the Owner, in the full amount of the Contract Price and solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Contractor or a supplier of required materials or labor. The form of bond shall be approved by the Owner.

§ 11.4.4 Warranty Bond. Upon Substantial Completion and prior to final completion and final payment, Contractor shall provide Owner with a Warranty Bond in the sum of 10% of the Contact Price or 10% of the Guaranteed Maximum Price for Construction Manager-At-Risk Agreements for the entire warranty period set out in the Contract Documents. The form of bond shall be approved by the Owner.

§ 11.4.5 Corporate sureties authorized to issue bonds shall be qualified and comply with relevant provisions of the Texas Insurance Code.

§ 11.4.6 Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the Owner. If any bond is for more than 10 percent of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or trusteed to do business in the State. A reinsurer may not reinsure for more than 10 percent of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Contractor shall within thirty (30) days after such loss furnish a replacement bond at no added cost to the Owner.

§ 11.4.7 Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embosses seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

§ 11.4.8 The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with Chapter 2253, Texas Government Code. If for any reason a statutory payment or performance bond is not honored by the surety, the Contractor shall fully indemnify and hold the Owner harmless of and from any costs, losses, obligations or liabilities it incurs as a result.

§ 11.4.9 Owner shall furnish certified copies of a payment bond and the related Agreement between Owner and Contractor to any qualified person seeking copies who complies with §2253.026, Texas Government Code.

§ 11.4.10 Claims on Payment Bonds. Claims on payment bonds must be sent directly to the Contractor and its surety in accordance with § 2253.041, Texas Government Code. All Payment Bond claimants are cautioned that no lien exists on the funds unpaid to the Contractor on such contract, and that reliance on notices sent to the Owner may result in loss of their rights against the Contractor and/or its surety. The Owner is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any representation by any agent or employee.

§ 11.4.11 Payment Claims when Payment Bond not Required. When the value of the Agreement between Owner and the Contractor is less than $25,000.00, claimants and their rights are governed by Texas Property Code, §§ 53.231 – 53.239. These provisions set out the requirements for filing a valid

lien on funds unpaid to the Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claims.

§11.4.12 Sureties shall be listed on the Department of the Treasury's Listing of Approved Sureties stating companies holding Certificates of Authority as acceptable sureties on Federal Bonds and acceptable reinsuring companies (Department Circular 570).

§ 11.5 GENERAL REQUIREMENTS
§ 11.5.1 Unless otherwise provided in the Contract Documents, all insurance coverage procured by the Contractor shall be provided by insurance companies having policy holder ratings no lower than "A" and financial ratings not lower than "XII" in the Best's Insurance Guide, the latest edition in effect as of the date of the Contract, and subsequently in effect at the time of renewal of any policies required by the Contract Documents.

§ 11.5.2 If the Owner is damaged by failure of the Contractor to purchase or maintain insurance required under Article 11, then the Contractor shall bear all reasonable costs (including attorneys' fees and court and settlement expenses) properly attributable thereto.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK
§ 12.1 UNCOVERING OF WORK
§ 12.1.1 If a portion of the Work is covered contrary to the Owner or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Owner or Architect, be uncovered for examination and be replaced at the Contractor's expense without change in the Contract Time. If prior to the date of Substantial Completion the Contractor, a Subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work (other than start-up), including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

§ 12.1.2 If a portion of the Work has been covered that the Owner or Architect has not specifically requested to examine prior to its being covered, the Owner or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK
§ 12.2.1 The Contractor shall promptly correct Work rejected by the Owner or Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION
§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may, without prejudice to any other remedies, correct it in accordance with Section 2.4 or file a claim with the surety of any applicable warranty bond.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK
If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS
§ 13.1 GOVERNING LAW
The Contract shall be governed by the law of Williamson County, Texas.

§ 13.2 SUCCESSORS AND ASSIGNS
§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in the Contract Documents or by law, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.3 WRITTEN NOTICE
Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES
§ 13.4.1 Except as expressly provided in the Contract Documents, duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS
§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful

orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Contractor shall give the Owner and Architect timely notice of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner and Architect of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense. The Contractor also agrees the cost of testing services related to remedial operations performed to correct deficiencies in the Work, shall be borne by the Contractor.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner and Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of:
(1) one percent; and
(2) the prime rate as 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 pursuant to §2251.025 of the Texas Government Code.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the time limits provided by law. Nothing herein shall be construed as shortening the period of time Owner has for commencing claims to less than what is required by law.

§ 13.8 Application To Subcontracts

Any specific requirement in this Contract that the responsibilities or obligations of Contractor also apply to a Subcontractor is added for emphasis and are also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of Contractor's responsibilities or obligations shall not be construed to diminish, abrogate or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

§ 13.10 GENERAL PROVISIONS

§ 13.10.1 All personal pronouns used in this Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall included the plural and vice versa. Titles of articles, sections, and subsections are for convenience only and neither limit nor amplify the provisions of this Contract. The use herein of the word "including," when following any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters set

forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

§ 13.10.2 Wherever possible, each provision of this Agreement shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Agreement, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Agreement or valid portions of such provision, which are hereby deemed servable.

§ 13.11 NO ORAL WAIVER

The Provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a writing signed by Owner. No person is authorized on behalf of Owner to orally change, amend, waive, or otherwise modify the terms of the Contract Documents or any of the Contractor's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to the Contractor shall be limited to the specific matters stated in the writing signed by Owner, and shall not relieve Contractor of any other of the duties and obligations under the Contract Documents. No "constructive" changes shall be allowed.

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

§ 13.13 Equal Opportunity in Employment. The Contractor agrees that during the performance of the Agreement it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Parties will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 90 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped; or

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on an undisputed Certificate for Payment within the time stated in the Contract Documents.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon 30 days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 fails to commence the Work in accordance with the provisions of this Contract,

.2 fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Contract,

.3 fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay,

.4 fails to perform any of its obligations under the Contract,

.5 fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by Texas Government Code 2251,

.6 files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent,

.7 creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor, or

.8 has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, 30 days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished. In the event that a final decision under section 15, below, is rendered that sufficient cause did not exist for termination under this section 14.2, then the termination shall be considered a termination for convenience, under section 14.4, below.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 Upon such termination, the Contractor shall recover the amounts provided in Section 10.1.3 of the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims for events arising during the performance of the Work by Contractor must be initiated by written notice to the other party with a copy sent to the Architect; provided, however, that the claimant shall use its best efforts to furnish the other party, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with concealed or unknown conditions, once such claim is recognized, and shall take steps to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a Claim. Claims by Contractor must be initiated within 10 business days after occurrence of the event giving rise to such Claim or within 10 business days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims may also be reserved in writing within the time limits set forth in this Section 15.1.2. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information available to the claimant that will facilitate prompt verification and evaluation of the Claim.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the Contract Documents.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST
If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME
§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.3 MEDIATION
§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived shall be subject to mediation as a condition precedent to seeking redress in a court of competent jurisdiction.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation, which shall consist of a single mediator who is knowledgeable about the subject matter of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Williamson County, Texas. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§15.3.4 All disputes not resolved through mediation shall be decided in litigation in Williamson County, Texas.

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

Items 1L–9L

Local Government General Requirements and Covenants

Item 1L
Abbreviations and Definitions

1. APPLICABILITY

Wherever the following terms are used in these specifications or other Contract documents, the intent and meaning will be interpreted as shown below.

2. ABBREVIATIONS

AAR	Association of American Railroads
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
AI	Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ALSC	American Lumber Standard Committee, Inc.
AMRL	AASHTO Materials Reference Laboratory
ANLA	American Nursery and Landscape Association
ANSI	American National Standards Institute
APA	The Engineered Wood Association
API	American Petroleum Institute
APWA	American Public Works Association
AREMA	American Railway Engineering and Maintenance-of-Way Association
ASBI	American Segmental Bridge Institute
ASCE	American Society of Civil Engineers
ASLA	American Society of Landscape Architects
ASME	American Society of Mechanical Engineers
ASNT	American Society for Nondestructive Testing
ASTM	American Society for Testing and Materials
AWC	American Wood Council
AWG	American Wire Gage
AWPA	American Wood Protection Association
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
BMP	Best Management Practices
CFR	Code of Federal Regulations
CMP	Corrugated Metal Pipe
COE	U.S. Army Corps of Engineers
CRSI	Concrete Reinforcing Steel Institute
DBE	Disadvantaged Business Enterprise
DMS	Departmental Material Specification
EIA	Electronic Industries Alliance
EPA	United States Environmental Protection Agency
FHWA	Federal Highway Administration, U.S. Department of Transportation
FSS	Federal Specifications and Standards (General Services Administration)
GSA	United States General Services Administration
HUB	Historically Underutilized Business
ICEA	Insulated Cable Engineers Association
IEEE	Institute of Electrical and Electronics Engineers
IESNA	Illuminating Engineering Society of North America

IMSA	International Municipal Signal Association
ISO	International Organization for Standardization
ITS	Intelligent Transportation System
ITE	Institute of Transportation Engineers
LG	Local Government
LRFD	Load and Resistance Factor Design
MASH	Manual for Assessing Safety Hardware
MPL	Material Producer List (TxDOT document)
NCHRP	National Cooperative Highway Research Program
NCR	Nonconformance Report (TxDOT form)
NEC	National Electrical Code (Published by NFPA)
NEMA	National Electrical Manufacturers Association
NEPA	National Environmental Policy Act
NESC	National Electrical Safety Code
NFPA	National Fire Protection Association
NIST	National Institute of Standards and Technology
NRM	Nonhazardous Recyclable Material
NRMCA	National Ready Mixed Concrete Association
NSBA	National Steel Bridge Alliance
NTPEP	National Transportation Product Evaluation Program
OSHA	Occupational Safety & Health Administration, U.S. Department of Labor
PCA	Portland Cement Association
PCI	Precast/Prestressed Concrete Institute
PE	Professional Engineer
PPI	Plastics Pipe Institute
PS&E	Plans, Specifications, and Estimates
PSL	Project-Specific Location
PTI	Post-Tension Institute
QA	Quality Assurance
QC	Quality Control
RCP	Reinforced Concrete Pipe
RPLS	Registered Public Land Surveyor
RRC	Railroad Commission of Texas
SBE	Small Business Enterprise
SFPA	Southern Forest Products Association
SI	International System of Units
SPIB	Southern Pine Inspection Bureau
SSPC	The Society for Protective Coatings
TAC	Texas Administrative Code
TCEQ	Texas Commission on Environmental Quality
TDLR	Texas Department of Licensing and Regulation
TGC	Texas Government Code
TMUTCD	Texas Manual on Uniform Traffic Control Devices
TxDOT	Texas Department of Transportation
UL	Underwriters Laboratory, Inc.
USC	United States Code
WRI	Wire Reinforcement Institute
WWPA	Western Wood Products Association

3. DEFINITIONS

3.1. **Abrasive Blasting**. Spraying blasts of pressurized air combined with abrasive media.

3.2. **Actual Cost**. Contractor's actual cost to provide labor, material, equipment, and project overhead necessary for the work.

3.3. **Addendum**. Change in bid documents developed between advertising and bid submittal deadline.

3.4. **Additive Alternate**. A bid item contained in the bid documents that is not a regular item or a replacement alternate bid item. The additive alternate items include work that may be added to the base bid work.

3.5. **Deductive Alternate.** A bid item contained in the bid documents that is not a regular item or a replacement alternate bid item. The deductive alternate items include work that may be deducted from the base bid work.

3.6. **Advertisement**. The public announcement required by law inviting bids for work to be performed or materials to be furnished.

3.7. **Affiliates**. Two or more firms are affiliated if they share common officers, directors, or stockholders; a family member of an officer, director, or stockholder of one firm serves in a similar capacity in another of the firms; an individual who has an interest in, or controls a part of, one firm either directly or indirectly also has an interest in, or controls a part of, another of the firms; the firms are so closely connected or associated that one of the firms, either directly or indirectly, controls or has the power to control another firm; one firm controls or has the power to control another of the firms; or the firms are closely allied through an established course of dealings, including, but not limited to, the lending of financial assistance.

3.8. **Air Blasting**. Spraying blasts of pressurized air free of oil and moisture.

3.9. **Air Temperature**. The temperature measured in degrees Fahrenheit (°F) in the shade, not in the direct rays of the sun, and away from artificial heat.

3.10. **Anticipated Profit**. Profit for work not performed.

3.11. **Apparent Low Bidder**. The Bidder determined to have the numerically lowest total bid as a result of the tabulation of bids by the Owner.

3.12. **Architect of Record**. A person registered as an architect or licensed as a landscape architect, in accordance with State law, exercising overall responsibility for the design or a significant portion of the design and performs certain Contract administration responsibilities as described in the Contract; or a firm employed by the Owner to provide professional architectural services.

3.13. **Arterial Highway**. A highway used primarily for through traffic and usually on a continuous route.

3.14. **Notice of Award**. The Owner's acceptance of a Contractor's bid for a proposed Contract that authorizes the Owner to enter into a Contract.

3.15. **Base Bid**. The total bid amount without additive alternates.

3.16. **Bid**. The offer from the Bidder for performing the work described in the bid documents, submitted on the prescribed bid form, considering addenda issued and giving unit bid prices for performing the work described in the bid documents.

3.17. **Bid Bond**. The security executed by the Contractor and the Surety furnished to the Owner to guarantee payment of liquidated damages if the Contractor fails to enter into an awarded Contract.

3.18. **Bid Documents.** The complete set of documents necessary for a Bidder to submit a bid. The documents may include, but not be limited to plans, specifications, special specifications, special provisions, addenda, and the prescribed form a Bidder is to submit as the Bid. Other terms used may include general conditions, proposal, instructions to bidders, bid terms and conditions, and construction specifications.

3.19. **Bid Error**. A mathematical mistake made by a Bidder in the unit price entered into the bid documents.

3.20. **Bid Form.** The portion of the bid documents that a prospective Bidder must submit to the Owner for their bid to be considered.

3.21. **Bidder**. An individual, partnership, limited liability company, corporation, or joint venture submitting a bid for a proposed Contract.

3.22. **Blast Cleaning**. Using one of the blasting methods, including, but not limited to, water blasting, low-pressure water blasting, high-pressure water blasting, abrasive blasting, water-abrasive blasting, shot blasting, slurry blasting, water injected abrasive blasting, and brush blasting.

3.23. **Bridge**. A structure, including supports, erected over a depression or an obstruction (e.g., water, a highway, or a railway) having a roadway or track for carrying traffic or other moving loads, and having an opening measured along the center of the roadway of more than 20 ft. between faces of abutments, spring lines of arches, or extreme ends of the openings for multiple box culverts.

3.24. **Brush Blasting**. Sweeping lightly with an abrasive blast to remove loose material.

3.25. **Building Contract**. A Contract entered under State law for the construction or maintenance of an Owner building or appurtenance facilities. Building Contracts are considered to be construction Contracts.

3.26. **Certificate of Insurance**. A form approved by the Owner covering insurance requirements stated in the Contract.

3.27. **Change Order**. Written order to the Contractor detailing changes to the specified work, item quantities or any other modification to the Contract, as further defined in the Williamson County Uniform General Conditions .

3.28. **Concrete Construction Joint**. A joint formed by placing plastic concrete in direct contact with concrete that has attained its initial set.

3.29. **Concrete Repair Manual**. TxDOT manual specifying methods and procedures for concrete repair as an extension of the standard specifications.

3.30. **ConcreteWorks©**. TxDOT-owned software for concrete heat analysis. Software is available on the TxDOT's website.

3.31. **Construction Contract**. A Contract entered under State law for the construction, reconstruction, or maintenance of a segment of the Owner's trail system.

3.32. **Consultant**. The licensed professional engineer or engineering firm, or the architect or architectural firm, registered in the State of Texas and under Contract to the Owner to perform professional services. The consultant may be the Engineer or architect of record or may provide services through and be subcontracted to the Engineer or architect of record.

3.33. **Contract**. The Agreement between the Owner and the Contractor establishing the obligations of the parties for furnishing of materials and performance of the work prescribed in the Contract documents.

3.34. **Contract Documents**. Elements of the Contract, including, but not limited to, the plans, specifications incorporated by reference, special provisions, special specifications, general conditions, Contract bonds, change orders, addendums, and supplemental agreements, as may be further defined in the Williamson County Uniform General Conditions.

3.35. **Contract Time**. The number of days specified for completion of the work, including authorized additional working days.

3.36. **Contractor**. The individual, partnership, limited liability company, corporation, or joint venture and all principals and representatives with which the Contract is made by the Owner.

3.37. **Controlled Access Highway**. Any highway to or from which access is denied or controlled, in whole or in part, from or to abutting land or intersecting streets, roads, highways, alleys, or other public or private ways.

3.38. **Control of Access**. The condition in which the right to access of owners or occupants of abutting land or other persons in connection with a highway is fully or partially controlled by public authority.

3.39. **Control Point**. An established point shown on the plans to provide vertical and horizontal references for geometric control for construction.

3.40. **Cross-Sections**. Graphic representations of the original ground and the proposed facility, at right angles to the centerline or base line.

3.41. **Culvert**. Any buried structure providing an opening under a roadway for drainage or other purposes. Culverts may also be classified as bridges. (See Section 1.3.23., "Bridge.")

3.42. **Cycle**. The activity necessary for performing the specified work within the right of way project limits once.

3.43. **Daily Road-User Cost**. Damages based on the estimated daily cost of inconvenience to the traveling public resulting from the work.

3.44. **Date of Written Authorization**. Date of the written Notice to Proceed authorizing the Contractor to begin work.

3.45. **Debar (Debarment)**. Action taken by the Owner, State, or federal government pursuant to regulation that prohibits a person or company from entering into a Contract, or from participating as a subcontractor, or supplier of materials or equipment used in a highway improvement Contract as defined in local, state, or federal law.

3.46. **Detour**. A temporary traffic route around a closed portion of a road.

3.47. **Department**. When used in the context of the party with whom the Contractor has a Construction Contract, Department refers to Owner. When used in other contexts such as technical specifications, refers to the Texas Department of Transportation.

3.48. **Departmental Material Specifications**. Reference specifications for various materials published by TxDOT's Construction Division with a DMS-XXXXX numbering system.

3.49. **Direct Traffic Culvert**. Concrete box culvert whose top slab is used as the final riding surface or is to have an overlay or other riding surface treatment.

3.50. **Disadvantaged Business Enterprise**. A small business certified through the Texas Unified Certification Program in accordance with 49 CFR Part 26, that is at least 51% owned by one or more socially and economically disadvantaged individuals, or in the case of a publicly owned business, in which is at least 51% of the stock is owned by one or more socially and economically disadvantaged individuals, and whose management and daily business operations are controlled by one or more of the individuals who own it.

3.51. **Divided Highway**. A highway with separate roadways intended to move traffic in opposite directions.

3.52. **Easement**. A real property right acquired by one party to use land belonging to another party for a specified purpose.

3.53. **Engineer**. The Professional Engineer licensed in Texas who represents the interests of the Owner.

3.54. **Entity.** Political subdivision for which the project is designed and constructed. Either a Municipality (City) or a County or other entity organized under the authority of State of Texas statutes. May also be referred to as an **Owner**.

3.55. **Expressway**. A divided arterial highway for through traffic with full or partial control of access and generally with grade separations at intersections.

3.56. **Family Member**. A family member of an individual is the individual's parent, parent's spouse, step-parent, step-parent's spouse, sibling, sibling's spouse, spouse, child, child's spouse, spouse's child, spouse's child's spouse, grandchild, grandparent, uncle, uncle's spouse, aunt, aunt's spouse, first cousin, or first cousin's spouse.

3.57. **Force Account**. Payment for directed work based on the actual cost of labor, equipment, and materials furnished with markups for project overhead and profit.

3.58. **Freeway**. An expressway with full control of access.

3.59. **Frontage Road**. A local street or road auxiliary to and located along an arterial highway for service to abutting property and adjacent areas and for control of access (sometimes known as a service road, access road, or insulator road).

3.60. **General Conditions**. The general conditions shall mean the Williamson County Uniform General Conditions.

3.61. **Hazardous Materials or Waste**. Hazardous materials or waste include, but are not limited to, explosives, compressed gas, flammable liquids, flammable solids, combustible liquids, oxidizers, poisons, radioactive materials, corrosives, etiologic agents, and other material classified as hazardous by 40 CFR 261, or applicable state and federal regulations.

3.62. **High-Pressure Water Blasting**. Water blasting with pressures between 5,000 and 10,000 psi.

3.63. **Highway, Street, or Road**. General terms denoting a public way for purposes of vehicular travel, including the entire area within the right of way. Recommended usage in urban areas is highway or street; in rural areas, highway or road.

3.64. **Historically Underutilized Business**. A corporation, sole proprietorship, partnership, or joint venture formed for the purpose of making a profit certified by the Texas Comptroller of Public Accounts, and 51% owned by one or more persons who are economically disadvantaged because of their identification as members of certain groups, including African Americans, Hispanic Americans, Asian-Pacific Americans, Native Americans, or women, and have a proportionate interest and demonstrate active participation in the control, operation, and management of the business' affairs. Individuals meeting the HUB definition are required to be residents of the State of Texas. Businesses that do not have their primary headquarters in the State of Texas are not eligible for HUB certification.

3.65. **Incentive/Disincentive Provisions**. An adjustment to the Contract price of a predetermined amount for each day the work is completed ahead of or behind the specified milestone, phase, or Contract completion dates. The amount of the incentive/disincentive is determined based on estimated costs for engineering, traffic control, delays to the motorists, and other items involved in the Contract.

3.66. **Independent Assurance Tests**. Tests used to evaluate the sampling and testing techniques and equipment used in the acceptance program. The tests are performed by the Owner or the Owner's representative and are not used for acceptance purposes.

3.67. **Inspector**. The person assigned by the Owner to inspect any or all parts of the work and the materials used for compliance with the Contract.

3.68. **Intelligent Transportation System**. An integrated system that uses video and other electronic detection devices to monitor traffic flows.

3.69. **Intersection**. The general area where 2 or more highways, streets, or roads join or cross, including the roadway and roadside facilities for traffic movements within it.

3.70. **Island**. An area within a roadway from which vehicular traffic is intended to be excluded, together with any area at the approach occupied by protective deflecting or warning devices.

3.71. **Joint Venture**. Any combination of individuals, partnerships, limited liability companies, or corporations submitting a single bid form.

3.72. **Lane Rental**. A method to assess the Contractor daily or hourly rental fees for each lane, shoulder, or combination of lanes and shoulders taken out of service.

3.73. **Letting**. The receipt, opening, tabulation, and determination of the apparent low Bidder.

3.74. **Letting Official**. The Owner representative empowered by the Owner to officially receive bids and close the receipt of bids at a letting.

3.75. **Licensed Professional Engineer**. A person who has been duly licensed by the Texas Board of Professional Engineers to engage in the practice of engineering in the State of Texas; also referred to as a Professional Engineer.

3.76. **Limits of Construction**. An area with established boundaries, identified within the highway right of way and easements, where the Contractor is permitted to perform the work.

3.77. **Local Street or Road**. A street or road primarily for access to residence, business, or other abutting property.

3.78. **Low-Pressure Water Blasting**. Water blasting with pressures between 3,000 and 5,000 psi.

3.79. **Major Item**. An item of work included in the Contract that has a total cost equal to or greater than 5% of the original Contract or $100,000 whichever is less. A major item at the time of bid will remain a major item. An item not originally a major item does not become one through the course of the Contract.

3.80. **Material Producer List**. TxDOT-maintained list of approved products. Referenced as “Department’s MPL”.

3.81. **Materially Unbalanced Bid**. A bid that generates a reasonable doubt that award to the Bidder submitting a mathematically unbalanced bid will result in the lowest ultimate cost to the Owner.

3.82. **Mathematically Unbalanced Bid**. A bid containing bid prices that do not reflect reasonable actual costs plus a reasonable proportionate share of the Bidder’s anticipated profit, overhead costs, and other indirect costs.

3.83. **Median**. The portion of a divided highway separating the traffic lanes in opposite directions.

3.84. **Milestone Date**. The date that a specific portion of the work is to be completed, before the completion date for all work under the Contract.

3.85. **Monolithic Concrete Placement**. The placement of plastic concrete in such manner and sequence to prevent a construction joint.

3.86. **National Holidays**. January 1, the last Monday in May, July 4, the first Monday in September, the fourth Thursday in November, and December 24 or December 25.

3.87. **Nonhazardous Recyclable Material**. A material recovered or diverted from the nonhazardous waste stream for the purposes of reuse or recycling in the manufacture of products that may otherwise be produced using raw or virgin materials.

3.88. **Nonresident Bidder**. A Bidder whose principal place of business is not in Texas. This includes a Bidder whose ultimate parent company or majority owner does not have its principal place of business in Texas.

3.89. **Nonresponsive Bid**. A bid that does not meet the criteria for acceptance contained in the bid documents.

3.90. **Non-Site-Specific Contracts**. Contracts in which a geographic region is specified for the work and for which work orders, with or without plans, further detail the limits and work to be performed.

3.91. **Notice to Proceed,** Written notification to the Contractor authorizing work to begin.

3.92. **Notification**. Either written or oral instruction to the Contractor concerning the work. Voice mail is oral notification.

3.93. **Owner,** Political subdivision for whom the project is designed and constructed. Either a Municipality (City), a County or other entity organized under the authority of State of Texas statutes. May also be referred to as an **Entity**.

3.94. **Pavement**. That part of the roadway having a constructed surface for the use of vehicular traffic.

3.95. **Pavement Structure**. Combination of surface course and base course placed on a subgrade to support the traffic load and distribute it to the roadbed.

3.95.1. **Surface Course**. Pavement structure layers designed to accommodate the traffic load. The top layer resists skidding, traffic abrasion, and the disintegrating effects of climate and is sometimes called the wearing course.

3.95.2. **Base Course**. One or more layers of specified material thickness placed on a subgrade to support a surface course.

3.95.3. **Subgrade**. The top surface of a roadbed upon which the pavement structure, shoulders, and curbs are constructed.

3.95.4. **Subgrade Treatment**. Modifying or stabilizing material in the subgrade.

3.96. **Payment Bond**. The security executed by the Contractor and the Surety, furnished to the Owner to guarantee payment of all legal debts of the Contractor pertaining to the Contract.

3.97. **Performance Bond**. The security executed by the Contractor and the Surety, furnished to the Owner to guarantee the completion of the work in accordance with the terms of the Contract.

3.98. **Plans**. The approved drawings, including true reproductions of the drawings that show the location, character, dimensions, and details of the work and are a part of the Contract.

3.99. **Power of Attorney for Surety Bonds**. An instrument under corporate seal appointing an attorney-in-fact to act on behalf of a Surety in signing bonds.

3.100. Qualification. The process for determining a Contractor's eligibility to be awarded a construction contract

3.101. **Prequalification**. To the extent applicable, the process for determining a Contractor's eligibility to bid work.

3.102. **Prequalification Statement**. The forms on which required information is furnished concerning the Contractor's ability to perform and finance the work.

3.103. **Prequalified Contractor.** A contractor that is approved to bid on TxDOT contracts by satisfying their Prequalification Process.

3.104. **Post Qualfication**. The owner will determine if contractors are qualified to bid on the project after bids are open. The bid documents will identify the minimum requirements that contractor must meet to be qualified for the project. Unqualified contractors' bids will be considered non-responsive and not accepted.

3.105. **Project-Specific Location**. A material source, plant, waste site, parking area, storage area, field office, staging area, haul road, or other similar location either outside the project limits or within the project limits but not specifically addressed in the Contract.

3.106. **Proposal Guaranty**. The security furnished by the Bidder as a guarantee that the Bidder will enter into a Contract if awarded the work.

3.107. **Quality Assurance**. Sampling, testing, inspection, and other activities conducted by the Engineer to determine payment and make acceptance decisions.

3.108. **Quality Control**. Sampling, testing, and other process control activities conducted by the Contractor to monitor production and placement operations.

3.109. **Ramp**. A section of highway for the primary purpose of making connections with other highways.

3.110. **Referee Tests**. Tests requested to resolve differences between Contractor and Owner test results. The referee laboratory is the Owners .

3.111. **Regular Item**. A bid item contained in the bid documents and not designated as an additive alternate or replacement alternate bid item.

3.112. **Rental Rate Blue Book for Construction Equipment**. Publication containing equipment rental rates.

3.113. **Replacement Alternate**. A bid item identified on the bid documents that a Bidder may substitute for a specific regular item of work.

3.114. **Responsive Bid**. A bid that meets all requirements of the advertisement and the bid documents for acceptance.

3.115. **Right of Way**. A general term denoting land or property devoted to transportation purposes.

3.116. **Roadbed**. The graded portion of a highway prepared as foundation for the pavement structure and shoulders. On divided highways, the depressed median type and the raised median type highways are considered to have 2 roadbeds. Highways with a flush median are considered to have 1 roadbed. Frontage roads are considered separate roadbeds.

3.117. **Road Master**. A railroad maintenance official in charge of a division of railway.

3.118. **Roadside**. The areas between the outside edges of the shoulders and the right of way boundaries. Unpaved median areas between inside shoulders of divided highways and areas within interchanges are included.

3.119. **Roadway**. The portion of the highway (including shoulders) used by the traveling public.

3.120. **Sandblasting, Dry**. Spraying blasts of pressurized air combined with sand.

3.121. **Sandblasting, Wet**. Spraying blasts of pressurized water combined with sand.

3.122. **Shoulder**. That portion of the roadway contiguous with the traffic lanes for accommodation of stopped vehicles for emergency use or for lateral support of base and surface courses.

3.123. **Shot Blasting**. Spraying blasts of pressurized air combined with metal shot.

3.124. **Sidewalk**. Portion of the right of way constructed exclusively for pedestrian use.

3.125. **Slurry Blasting**. Spraying blasts of pressurized air combined with a mixture of water and abrasive media.

3.126. **Special Provisions**. Additions or revisions to these standard specifications or special specifications.

3.127. **Special Specifications**. Supplemental specifications applicable to the Contract not covered by these standard specifications.

3.128. **Specifications**. Directives or requirements issued or made pertaining to the method and manner of performing the work or to quantities and qualities of materials to be furnished under the Contract. References to DMSs, ASTM or AASHTO specifications, or TxDOT bulletins and manuals, imply the latest standard or tentative standard in effect on the date of the bid. The Owner will consider incorporation of subsequent changes to these documents in accordance with Item 4L, "Scope of Work."

3.129. **Small Business Enterprise**. A firm (including affiliates) whose annual gross receipts do not exceed the U.S. Small Business Administration's size standards for 4 consecutive years.

3.130. **State**. The State of Texas.

3.131. **State Holiday**. A holiday authorized by the State Legislature excluding optional state holidays and not listed in Section 1.3.85., "National Holidays." A list of state holidays can be found on the TxDOT's website.

3.132. **Station**. A unit of measurement consisting of 100 horizontal feet.

3.133. **Subcontract**. The agreement between the Contractor and subcontractor establishing the obligations of the parties for furnishing of materials and performance of the work prescribed in the Contract Documents.

3.134. **Subcontractor**. An individual, partnership, limited liability company, corporation, or any combination thereof that the Contractor sublets, or proposes to sublet, any portion of a Contract, excluding a material supplier, a hauling firm hauling only from a commercial source to the project, truck owner-operator, wholly-owned subsidiary, or specialty-type businesses such as security companies and rental companies.

3.135. **Subsidiary**. Materials, labor, or other elements that because of their nature or quantity have not been identified as a separate item and are included within the items on which they necessarily depend.

3.136. **Substructure**. The part of the structure below the bridge seats, but not including bearings, drilled shafts, or piling. Parapets, back walls, wing walls of the abutments, and drainage structures are considered parts of the substructure.

3.137. **Superintendent**. The representative of the Contractor who is available at all times and able to receive instructions from the Owner or authorized Owner representatives and to act for the Contractor.

3.138. **Superstructure**. The part of the structure above the bridge seats or above the springing lines of arches and including the bearings. Flatwork construction may be considered superstructure.

3.139. **Supplemental Agreement**. Written agreement entered into between the Contractor and the Owner and approved by the Surety, covering alterations and changes in the Contract. A supplemental agreement is used by the Owner whenever the modifications include assignment of the Contract from one party to another or other cases as desired by the Owner.

3.140. **Surety**. The corporate body or bodies authorized to do business in Texas bound with and for the Contractor for the faithful performance of the work covered by the Contract and for the payment for all labor and material supplied in the prosecution of the work.

3.141. **Surplus Materials**. Any debris or material related to the Contract but not incorporated into the work.

3.142. **Suspension**. Action taken by the Owner, State, or federal government pursuant to regulation that prohibits a person or company from entering into a Contract, or from participating as a subcontractor, or supplier of materials or equipment used in a contract

3.143. **Tex –XXX-X**. TxDOT material test methods found on TxDOT's Construction Division Web Site.

3.144. **Traffic Lane**. The strip of roadway intended to accommodate the forward movement of a single line of vehicles.

3.145. **Traveled Way**. The portion of the roadway for the movement of vehicles, exclusive of shoulders and auxiliary lanes.

3.146. **Truck Owner-Operator**. An individual who owns and operates 1 truck for hire.

3.147. **UT-Bridge**. TxDOT-owned software for steel girder erection. Software is available on TxDOT's website.

3.148. **UT-Lift**. TxDOT-owned software for steel girder erection. Software is available on TxDOT's website.

3.149. **Utility**. Privately, publicly, or cooperatively owned lines, facilities, and systems for producing, transmitting, or distributing communications, power, heat, gas, oil, water, waste, or storm water that are not connected with the highway drainage, signal systems, or other products that directly or indirectly serve the public; the utility company.

3.150. **Verification Tests**. Tests used to verify accuracy of QC and QA and mixture design testing.

3.151. **Water-Abrasive Blasting**. Spraying blasts of pressurized water combined with abrasive media.

3.152. **Water Blasting**. Spraying blasts of pressurized water of at least 3,000 psi.

3.153. **Water-Injected Abrasive Blasting**. Abrasive blasting with water injected into the abrasive/air stream at the nozzle.

3.154. **Wholly-Owned Subsidiary**. A legal entity owned entirely by the Contractor or subcontractor.

3.155. **Work**. The furnishing of all labor, materials, equipment, and other incidentals necessary for the successful completion of the Contract.

3.156. **Written Notice**. Written notice is considered to have been duly given if delivered in person to the individual or member to whom it is intended or if sent by regular, registered, or certified mail and delivered to the last known business address; sent by facsimile to the last known phone number; or sent by e-mail to the last known address. The date of the letter will serve as the beginning day of notice. Unclaimed mail or failure to provide current mailing address will not be considered a failure to provide written notice.

Item 2L
Instructions to Bidders

1. INTRODUCTION

Instructions to the Contractor in these specifications are generally written in active voice, imperative mood. The subject of imperative sentences is understood to be "the Contractor." The Owner's responsibilities are generally written in passive voice, indicative mood. Phrases such as "as approved," "unless otherwise approved," "upon approval," "as directed," "as verified," "as ordered," and "as determined" refer to actions of the Engineer unless otherwise stated, and it is understood that the directions, orders, or instructions to which they relate are within the limitations of and authorized by the Contract.

2. ELIGIBILITY OF BIDDERS

Prequalification not required on this project. The contractor must comply with the minimum bid requirements outlined in this document.

3. ISSUING BID DOCUMENTS

Bid Documents may be obtained online at http://www.wilco.org/Departments/Purchasing/Bids or in person at the Williamson County Purchasing Department 901 S. Austin Ave. Georgetown, TX 78626.

At the time Bid Documents are obtained, Bidder must provide a working e-mail address, so as to receive any addenda or clarification issued by the Owner.

The Owner will not issue bid documents if one or more of the following apply:

- the Bidder is prohibited from rebidding a specific project due to a bid error on the original bid documents,
- the Bidder failed to enter into a Contract on the original award,
- the Bidder was defaulted or terminated on the original Contract, unless the Owner terminated for convenience, or
- the Bidder or a subsidiary or affiliate of the Bidder has received compensation from the Owner to participate in the preparation of the plans or specifications on which the bid or Contract is based.

4. INTERPRETING ESTIMATED QUANTITIES

The quantities listed in the bid documents are approximate and will be used for the comparison of bids. Payments will be made for actual quantities of work performed in accordance with the Contract.

5. EXAMINING DOCUMENTS AND WORK LOCATIONS

Examine the bid documents and specified work locations before submitting a bid for the work. Submitting a bid will be considered evidence that the Bidder has performed this examination. Borings, soil profiles, water elevations, and underground utilities shown on the plans were obtained for the use of the Owner in the preparation of plans. This information is provided for the Bidder's information only and the Owner makes no representation as to the accuracy of the data. Be aware of the difficulty of accurately classifying all material encountered in making foundation investigations, the possible erosion of stream channels and banks after survey data have been obtained, and the unreliability of water elevations other than for the date recorded.

Oral explanations, instructions, or consideration for Contractor-proposed changes in the bid documents given during the bidding process are not binding. Only requirements included in the bid documents and Owner-issued addenda are binding. Request explanations of documents at least five(5) days prior to the bid opening.

Immediately notify the Owner of any error, omission, or ambiguity discovered in any part of the bid documents. The Owner will issue addenda when appropriate.

6. PREPARING THE BID

Prepare the bid form furnished by the Owner. Informational bid forms printed from the Owner's website will not be accepted.

Specify a unit price in dollars and cents for each regular item, additive alternate item, deductive alternate item or replacement alternate item for which an estimated quantity is given.

When "Working Days" is an item, submit the number of working days to be used to complete the Contract or phases of the Contract.

The Owner will not accept an incomplete bid. A bid that has one or more of the deficiencies listed below is considered incomplete:

- the bid form was not signed,
- all certifications were not acknowledged,
- a regular item, additive alternate item or deductive alternate item is left blank,
- a regular item and the corresponding replacement alternate item are left blank,
- the bid form submitted had the incorrect number of items, or
- all addenda were not acknowledged.

7. NONRESPONSIVE BID

The Owner will not accept a nonresponsive bid. A bid that has one or more of the deficiencies listed below is considered nonresponsive:

- The bid was not in the hands of the Letting Official at the time and location specified in the advertisement.
- A bid was submitted for the same project by a Bidder or Bidders and one or more of its partners or affiliates.
- The Bidder failed to acknowledge receipt of all addenda issued.
- The bid form was signed by a person who was not authorized to bind the Bidder or Bidders.
- The bid guaranty did not comply with the requirements contained in this Item.
- The bid was in a form other than the official bid form issued by the Owner.
- The Bidder modified the bid in a manner that altered the conditions or requirements for work as stated in the bid documents.
- The Bidder bid more than the maximum or less than the minimum number of allowable working days when working days was an item.
- The Bidder did not attend a specified mandatory pre-bid conference.
- The Bidder did not meet the requirements of the technical qualification.
- The Bidder did not include a signed State of Texas Child Support Business Ownership Form.
- The bidder does not meet the Owner's qualification requirements.

8. SUBMITTAL OF BIDS

8.1 CONFLICT OF INTEREST

No public official shall have interest in a Contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, all Bidders are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx

Each Bidder must disclose any existing or potential conflict of interest relative to the performance of the requirements of this IFB. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Bidder, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this IFB**. Similarly, any personal or business relationship between the Bidder, the principals, or any affiliate or subcontractor with any employee, or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials may be cause for termination.

The County will decide if an actual or perceived conflict should result in Bid disqualification.

By submitting a Bid in response to this IFB, all Bidders affirm they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a the County public servant or any employee, official or representative of same, in connection with this procurement.

Each Bidder must provide a Conflict of Interest Statement with their Bid Package. Package may be deemed incomplete without this form.

8.2 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Successful Bidders are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Bidder unless the Bidder submits a disclosure of interested parties to the County at the time the Bidder submits the signed Contract. The law applies only to a Contract of the County on or after January 1, 2016 that either:

A. Requires an action or vote by the Commissioners Court before the Contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding, but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized fun monies, etc.); or
B. Has a value of at least $1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

A. Use the online application to process the required information on Form 1295.

B. Print a copy of the form which will contain a unique certification number.

C. An authorized agent of the Bidder must sign the printed copy of the form.

D. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Bid and/or Contract is submitted for approval.

After the Commissioners Court award of the Contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the Contract binds all parties to the Contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

8.3 Bid Affidavit

The Bidder attests to abiding by Texas Government Code Chapter 2270, Subtitle F, Title 10 stating that they neither currently boycott Israel, nor will the boycott Israel during the term of the contract. Furthermore, the Bidder certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB. Additionally, the Bidder certifies that the Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, Bidder certifies that the he or she is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon. **Each Bidder must provide a Bid Affidavit with their Bid Package. Package may be deemed incomplete without this form.**

8.4 ETHICS

The Bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the County.

8.5 BID SUBMITTAL DEADLINE

The Bid is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this IFB package. Contents of each Bid shall be submitted in accordance with this IFB.

8.6 DELIVERY OF BIDS

The County uses BidSync to distribute and receive Bids and proposals. It is preferred that Bids be submitted electronically through BidSync; however, Bidders can submit a hard copy.
Refer to www.bidsync.com for further information on how to submit electronically.
If mailed or delivered in person, Bids and Bid Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed in this IFB package, to:

Williamson County Purchasing Department
Attn: **Bid Name and Number**
901 South Austin Avenue
Georgetown, Texas 78626

Also, all Bidders should list their Name and Address, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed." The County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder. The County will not accept any responsibility for Bids being delivered by third party carriers.

Bids will be opened publically and the names of Bidders and pricing will be read aloud.

9. OPENING AND READING OF BIDS

At the time, date, and location specified in the official advertisement, the Owner will publicly open and read bids.

10. TABULATING BIDS

10.1. **Official Total Bid Amount**. The Owner will sum the products of the quantities and the unit prices bid in the bid form to determine the official total bid amount, except as provided in Section 2.11., "Consideration of Unit Prices." The official total bid amount is the basis for determining the apparent low Bidder. The total bid amounts will be compared and the results made public.

10.2. **Rounding of Unit Prices**. The Owner will round off all unit bids involving fractional parts of a cent to the nearest one-tenth cent ($0.001) in determining the amount of the bid as well as computing the amount due for payment of each item under the Contract. For rounding purposes, entries of five-hundredths of a cent ($0.0005) or more will be rounded up to the next highest tenth of a cent, while entries less than five-hundredths of a cent will be rounded down to the next lowest tenth of a cent.

10.3. **Interpretation of Unit Prices**. The Owner will make a documented determination of the unit bid price if a unit bid price is illegible or conflicting in the case of replacement alternate items. The Owner's determination will be final.

10.4. **Consideration of Unit Prices**.

10.4.1. **A + B Bidding**. The official total bid amount will be determined by the summation of the Contract amount and the time element. The Owner will use the following formula to make the calculation:

A + B1 + B2 + BX + … + BT

The Contract amount, equal to A in the formula, is determined by the summation of the products of the approximate quantities shown in the bid and the unit bid prices bid. The time element, equal to B1, B2, BX (when phases are included as bid components), and BT (substantial completion of the project when included as a bid component), of the bid is determined by multiplying the number of working days bid to substantially complete the project, or phases, by the daily road-user cost (RUC) provided on the bid documents. When partial days are bid they will be rounded up to the nearest whole day.

The formula above determines the low Bidder and establishes the Contract time.

10.4.2. **"Buy America."** Comply with Buy America in accordance with Section 6.1.1.. For a Bidder who proposes to use foreign steel or iron materials to be considered the apparent low Bidder, their total bid must be at least 25% lower than the next lowest bid if that bid proposes to use domestic steel or iron materials.

This requirement does not apply to minimal use of steel or iron materials provided that the total cost of all foreign source items used in the project, as delivered to the project site, is less than $2,500 or one-tenth-of-one-percent (1/10 of 1%) of the Contract amount, whichever is greater

11. CONSIDERATION OF BID ERRORS.

The Owner will consider a claim of a bid error by the apparent low Bidder if the following requirements have been met:

- Submit written notification to the Owner within 5 business days after the date the bid is opened.
- Identify the items of work involved and include bidding documentation. The Owner may request clarification of submitted documentation.

The Owner will evaluate the claim of an error by the apparent low Bidder by considering the following:

- The bid error relates to a material item of work.
- The bid error amount is a significant portion of the total bid.
- The bid error occurred despite the exercise of ordinary care.
- The delay of the proposed work will not impact cost and safety to the public.

Acceptance of the bid error claim by the Owner will result in the rejection of the bid of the apparent low bidder .and the Owner may consider the second responsive bid. The erring Contractor will not be allowed to bid the project if it is relet. Rejection of bids due to the Contractor's bid error may result in the application of sanctions by the Owner.

12. TIE BIDS

If the official total bid amount for 2 or more Bidders is equal and those bids are the lowest submitted, each tie Bidder will be given an opportunity to withdraw their bid. If 2 or more tie Bidders do not withdraw their bids, the low Bidder will be determined by a coin toss. If all tie Bidders request to withdraw their bids, no withdrawals will be allowed and the low Bidder will be determined by a coin toss. The Letting Official will preside over the proceedings for the coin toss.

Item 3L

Award and Execution of Contract

1. AWARD OF CONTRACT

The Owner will award, reject, or defer the Contract within 30 days after the opening of the bid. The Owner reserves the right to reject any or all bids and to waive technicalities in the best interest of the Owner.

1.1. **Award**. The Owner will award the Contract to the low Bidder as determined by Article 2.11., "Tabulating Bids." The Owner may award a Contract to the second lowest Bidder when the following requirements have been met:

- The low Bidder withdraws its bid.
- The low Bidder fails to enter into a contract with the Owner after Award
- The second low Bidder's unit bid prices are reasonable.

1.2. **Rejection**. The Owner will reject the Contract if:

- Collusion may have existed among the Bidders. Collusion participants will not be allowed to bid future bids for the same Contract.
- The low bid is mathematically and materially unbalanced. The Bidder will not be allowed to bid future bids for the same Contract.
- The lowest bid is higher than the Owner's estimate and re-advertising for bids may result in a lower bid.
- Rejection of the Contract is in the best interest of the Owner.

1.3. **Deferral**. The Owner may defer the award or rejection of the Contract when deferral is in the best interest of the Owner.

2. RESCINDING OF AWARD

The Owner reserves the right to cancel the award of any Contract before Contract execution with no compensation due when the cancellation is in the best interest of the Owner. The Owner will return the bid guaranty to the Contractor.

3. DISADVANTAGED BUSINESS ENTERPRISE (DBE)/HISTORICALLY UNDERUTILIZED BUSINESS/SMALL BUSINESS ENTERPRISE (SBE)

Submit all DBE/HUB/SBE information in the time frame specified when required by the bid documents.

4. EXECUTION OF CONTRACT

Provide the following within 15 days after written notification of award of the Contract:

4.1. **Contract**. Executed by Contractor and Surety.

4.2. **Bonds**. Executed performance bond and payment bond in the full amount of the Contract price with powers of attorney. Provide bonds in accordance with Table 1. Furnish the payment and performance bonds as a guaranty for the protection of the claimants and the Owner for labor and materials and the faithful performance of the work.

Table 1
Bonding Requirements

Contract Amount	Required Bonds
Less than $25,000	None
$25,000 to $100,000	Payment
More than $100,000	Performance and Payment

4.3. **Insurance**. Submit a Certificate of Insurance showing coverages in accordance with Contract requirements.

By signing its Bid, the Bidder agrees to maintain at all times during any term of the Contract and any ensuing Agreement at Bidder's cost, insurance in accordance with this provision. Bidder will be required to submit Certificates of Insurance **prior to contract award and any renewals.**

All certificates of insurance coverage as specified below must be provided to the following location:

Williamson County Purchasing Department
901 S Austin Ave
Georgetown, Texas 78626

Failure to comply with these Insurance Requirements may result in the termination of the Contract and any ensuing Agreement(s) between the Successful Bidder and County.

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

A. Coverage Limits. Except as specified otherwise in the Contract and any ensuing Agreement(s), Successful Bidder, at Successful Bidder's sole cost, shall purchase and maintain during the entire term while the Contract and any ensuing Agreement(s)is in effect the following insurance:

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

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

C. Premiums and Deductible. Successful Bidder shall be responsible for payment of premiums for all of the insurance coverages required under this section. Successful Bidder further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Successful Bidder is responsible, Successful Bidder shall be solely responsible for all deductibles and self-insured retentions. Except as specified otherwise in the Contract and any ensuing Agreement(s), any deductibles or self-insured retentions **over $50,000** in the Successful Bidder's insurance must be declared and approved in writing by County in advance.

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

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

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

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

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

Successful Bidder shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Successful Bidder must retain the certificates of insurance for the duration of the Contract and any ensuing Agreement(s), and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

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

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

   Williamson County Purchasing Department
   901 S Austin Ave
   Georgetown, Texas 78626

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

Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Successful Bidder shall be borne solely by Successful Bidder, with certificates of insurance evidencing such minimum coverage in force to be filed with County.

4.4 **Railroad Documents**. Provide all required documents for satisfaction of railroad requirements for projects that have work which involves railroad right of way.

5. FAILURE TO ENTER CONTRACT

If the Contractor fails to comply with all of the requirements in Article 3.4., "Execution of Contract," the bid guaranty will become the property of the Owner, not as a penalty, but as liquidated damages. The Contractor forfeiting the bid guaranty will not be considered in future bids for the same work unless there has been a substantial change in design of the work.

6. APPROVAL AND EXECUTION OF CONTRACT

The Contract will be approved and signed under authority of the Owner.

7. RETURN OF BID GUARANTY

The bid guaranty check of the low Bidder will be retained until after the Contract has been rejected or awarded and executed. Bid bonds will not be returned.

8. BEGINNING OF WORK

Do not begin work until authorized in writing by the Owner.

When callout work is required, provide a method of contact available from 8 A.M. until 5 P.M. every work day and 24 hr. a day, 7 days a week for projects with emergency mobilization, unless otherwise shown on the plans. The time of notice will be the transmission time of the notice sent, provided orally, or provided in person by the Owner's representative.

Verify all quantities of materials shown on the plans before ordering.

For projects with alternate bid items, the work order will identify the base bid work and additive or deductive alternate work to be performed. The Owner makes no guarantee that the additive or deductive alternate work will be required.

9. ASSIGNMENT OF CONTRACT

Do not assign, sell, transfer, or otherwise dispose of the Contract or any portion rights, title, or interest (including claims) without the approval of the Owner or designated representative. The Owner must deem any proposed assignment justified and legally acceptable before the assignment can take place.

10. EXCLUDED PARTIES

The Contractor certifies by signing the Contract that the Contractor will not enter into any subcontract with a subcontractor that is debarred or suspended by the Owner or by any state or federal agency.

Item 4L

Scope of Work

1. CONTRACT INTENT

The intent of the Contract is to describe the completed work to be performed. Furnish materials, supplies, tools, equipment, labor, and other incidentals necessary for the proper prosecution and completion of the work in accordance with Contract documents.

2. PRECONSTRUCTION CONFERENCE

Before starting work, schedule and attend a preconstruction conference with the Owner. Failure to schedule and attend a preconstruction conference is not grounds for delaying the beginning of working day charges.

Work with the Owner to resolve all issues during the course of the Contract. Refer to Article 4.7., "Dispute or Claims Procedure," for all unresolved issues.

3. CHANGES IN THE WORK

The Engineer reserves the right to make changes in the work including addition, reduction, or elimination of quantities and alterations needed to complete the Contract. Perform the work as altered. These changes will not invalidate the Contract nor release the Surety. The Contractor is responsible for notifying the sureties of any changes to the Contract.

If the changes in quantities or the alterations do not significantly change the character of the work under the Contract, the altered work will be paid for at the Contract unit price. If the changes in quantities or the alterations significantly change the character of the work, the Contract will be amended by a change order. If no unit prices exist, this will be considered extra work and the Contract will be amended by a change order. Provide cost justification as requested, in an acceptable format. Payment will not be made for anticipated profits on work that is eliminated.

Agree on the scope of work and the basis of payment for the change order before beginning the work. If there is no agreement, the Engineer may order the work to proceed under Article 9.7., "Payment for Extra Work and Force Account Method," or by making an interim adjustment to the Contract. In the case of an adjustment, the Engineer will consider modifying the compensation after the work is performed.

A significant change in the character of the work occurs when:

- the character of the work for any item as altered differs materially in kind or nature from that in the Contract or
- a major item of work varies by more or less than 25% from the original Contract quantity.

When the quantity of work to be done under any major item of the Contract is more than 125% of the original quantity stated in the Contract, then either party to the Contract may request an adjustment to the unit price on the portion of the work that is above 125%.

When the quantity of work to be done under any major item of the Contract is less than 75% of the original quantity stated in the Contract, then either party to the Contract may request an adjustment to the unit price. When mutually agreed, the unit price may be adjusted by multiplying the Contract unit price by the factor in Table 1. If an adjusted unit price cannot be agreed upon, the Engineer may determine the unit price by multiplying the Contract unit price by the factor in Table 1.

Table 1
Quantity-Based Price Adjustment Factors

% of Original Quantity	Factor
≥ 50 and < 75	1.05
≥ 25 and < 50	1.15
< 25	1.25

If the changes require additional working days to complete the Contract, Contract working days will be adjusted in accordance with Item 8, "Prosecution and Progress."

4. DIFFERING SITE CONDITIONS

During the progress of the work, differing subsurface or latent physical conditions may be encountered at the site. The 2 types of differing site conditions are defined as:

- those that differ materially from those indicated in the Contract and
- unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract.

Notify the Engineer in writing when differing site conditions are encountered. The Engineer will notify the Contractor when the Owner discovers differing site conditions. Unless directed otherwise, do not work on the affected items and leave the site undisturbed. The Engineer will investigate the conditions and determine whether differing site conditions exist. If the differing site conditions cause an increase or decrease in the cost or number of working days specified for the performance of the Contract, the Engineer will make adjustments, excluding the loss of anticipated profits, in accordance with the Contract. Additional compensation will be made only if the required written notice has been provided.

5. REQUESTS FOR ADDITIONAL COMPENSATION

Requests for Additional Compensation shall be as set out in the Contract Documents.

6. DISPUTE OR CLAIMS PROCEDURE

The dispute resolution policy promotes a cooperative attitude between the Engineer and Contractor. Emphasis is placed on resolving issues while they are still current, at the project office, and in an informal manner. Open sharing of information is encouraged by all parties involved so the information provided completely and accurately reflects the issues and facts. If information is not shared, decisions may be limited to relying on the documentation that is available for review.

The Owners's goal is to have a dispute settled by the Engineer before elevating it as a claim.

If a dispute cannot be resolved, disputes shall be processed and handled in accordance with the terms of the Contract Documents.

Item 5L
Control of the Work

1. AUTHORITY OF ENGINEER

The Engineer has the authority to observe, test, inspect, approve, and accept the work on behalf of the Owner. The Engineer decides all questions about the quality and acceptability of materials, work performed, work progress, Contract interpretations, and acceptable Contract fulfillment. The Engineer has the authority to enforce and make effective these decisions.

The Engineer acts as a referee in all questions arising under the terms of the Contract. The Engineer's decisions will be final and binding.

2. PLANS AND WORKING DRAWINGS

When required, provide working drawings to supplement the plans with all necessary details not included on the Contract plans. Prepare and furnish working drawings in a timely manner and obtain approval, if required, before the beginning of the associated work. For all working drawing submittal requirements, the Engineer may allow electronic and other alternative submission procedures. Have a licensed professional engineer sign, seal, and date the working drawings as indicated in Table 1.

Prepare working drawings using United States standard measures in the English language. The routing of submittals for review and approval will be established at the preconstruction conference. The Contractor is responsible for the accuracy, coordination, and conformity of the various components and details of the working drawings. Owner approval of the Contractor's working drawings will not relieve the Contractor of any responsibility under the Contract. The work performed under this article will not be measured or paid for directly but will be subsidiary to pertinent items.

Table 1
Signature and Approval Requirements for Working Drawings

Working Drawings For		Requires Licensed Professional Engineer's Signature, Seal, and Date	Requires Owner Approval
1. Alternate or optional designs submitted by Contractor		Yes	Yes
2. Supplementary shop and fabrication drawings for structural Items		No unless required on the plans	See applicable Item
3. Contractor-proposed temporary facilities that affect the public safety, not included on the plans		Yes	Yes
4. Form and falsework details	Bridges, retaining walls, and other major structures	Yes unless otherwise shown on the plans	No[1]
	Minor structures	No unless otherwise shown on the plans	No
5. Erection drawings		Yes	No[1,2]
6. Contractor-proposed major modifications to traffic control plan		Yes	Yes

1. The Engineer may require that the Contractor have a licensed professional engineer certify that the temporary works are constructed according to the sealed drawings.
2. Approval is required for items spanning over live traffic or where safety of the traveling public is affected, in the opinion of the Engineer.

3. CONFORMITY WITH PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS

Furnish materials and perform work in reasonably close conformity with the lines, grades, cross-sections, dimensions, details, gradations, physical and chemical characteristics of materials, and other requirements shown in the Contract (including additional plans for non-site-specific work). Reasonably close conformity limits will be as defined in the respective items of the Contract or, if not defined, as determined by the Engineer. Obtain approval before deviating from the plans and approved working drawings. Do not perform work beyond the lines and grades shown on the plans or any extra work without the Engineer's approval. Work performed beyond the lines and grades shown on the plans or any extra work performed without approval is considered unauthorized and excluded from pay consideration. The Owner will not pay for material rejected due to improper fabrication, excess quantity, or any other reasons within the Contractor's control.

3.1. **Acceptance of Defective or Unauthorized Work**. When work fails to meet Contract requirements, but is adequate to serve the design purpose, the Engineer will decide the extent to which the work will be accepted and remain in place. The Engineer will document the basis of acceptance by a letter and may adjust the Contract price.

3.2. **Correction of Defective or Unauthorized Work**. When work fails to meet Contract requirements and is inadequate to serve the design purpose it will be considered defective. Correct, or remove and replace, the work at the Contractor's expense, as directed.

The Engineer has the authority to correct or to remove and replace defective or unauthorized work. The cost may be deducted from any money due or to become due to the Contractor.

4. COORDINATION OF PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS

The specifications, accompanying plans (including additional plans for non-site-specific work), special provisions, change orders, and supplemental agreements are intended to work together and be interpreted as a whole.

Numerical dimensions govern over scaled dimensions. Special provisions govern over plans (including general notes), which govern over standard specifications and special specifications. Job-specific plan sheets govern over standard plan sheets.

In the event there is a conflict between the terms and conditions of the plans (including additional plans for non-site-specific work), specifications and special provisions and terms and conditions of the construction agreement and the general conditions, the terms and conditions of the plans (including additional plans for non-site-specific work), specifications and special provisions shall control over the terms and conditions of the construction agreement and general conditions.

However, in the case of conflict between plans (including general notes) and specifications regarding responsibilities for hazardous materials and traffic control in Items 1L through 9L and Item 502, "Barricades, Signs, and Traffic Handling," special provisions govern over standard specifications and special specifications, which govern over the plans.

Notify the Engineer promptly of any omissions, errors, or discrepancies discovered so that necessary corrections and interpretations can be made. Failure to promptly notify the Engineer will constitute a waiver of all claims for misunderstandings or ambiguities that result from the errors, omissions, or discrepancies discovered.

5. COOPERATION OF CONTRACTOR

Cooperate with the Engineer. Respond promptly to instructions from the Engineer. Provide all information necessary to administer the Contract.

Designate in writing a competent, English-speaking Superintendent employed by the Contractor. The Superintendent must be experienced with the work being performed and capable of reading and understanding the Contract. Ensure the Superintendent is available at all times and able to receive instructions from the Engineer or authorized Owner representatives and to act for the Contractor. The Engineer may suspend work without suspending working day charges if a Superintendent is not available or does not meet the above criteria.

At the written request of the Engineer, immediately remove from the project any employee or representative of the Contractor or a subcontractor who, in the opinion of the Engineer, does not perform work in a proper and skillful manner or who is disrespectful, intemperate, disorderly, uncooperative, or otherwise objectionable. Do not reinstate these individuals without the written consent of the Engineer.

Furnish suitable machinery, equipment, and construction forces for the proper prosecution of the work. Provide adequate lighting to address quality requirements and inspection of nighttime work.

The Engineer may suspend the work without suspending working day charges until the Contractor complies with this requirement. All work associated with fulfilling this requirement is subsidiary to the various items of the Contract and no direct compensation will be made.

6. COOPERATING WITH UTILITIES

Use established safety practices when working near utilities. Consult with the appropriate utilities before beginning work. Notify the Engineer immediately of utility conflicts. The Engineer will decide whether to adjust utilities or adjust the work to eliminate or lessen the conflict. Unless otherwise shown on the plans, the Engineer will make necessary arrangements with the utility owner when utility adjustments are required.

Use work procedures that protect utilities or appurtenances that remain in place during construction. Cooperate with utilities to remove and rearrange utilities to avoid service interruption or duplicate work by the utilities. Allow utilities access to the right of way.

Immediately notify the appropriate utility of service interruptions resulting from damage due to construction activities. Cooperate with utilities until service is restored. Maintain access to active fire hydrants at all times unless approved by the Engineer.

7. COOPERATION BETWEEN CONTRACTORS

Cooperate and coordinate with other Contractors working within the limits or adjacent to the limits.

8. COOPERATION WITH RAILROADS

Plan and prosecute portions of the work involving a railway to avoid interference with or hindrance to the railroad company.

If the work is on railroad right of way, do not interfere with the operation of the railroad company's trains or other property.

8.1. **Project-Specific Information**. Refer to project-specific plan sheets in the Contract for specific information concerning the work to be completed by both the Contractor and the railroad within railroad right of way; railroad right of way locations impacted by construction; percentage of Contract work at each location; train movements at each location; and requirements for railroad insurance, flagging, and Right of Entry (ROE) Agreements.

8.2. **Right of Entry Agreement (if required)**. The process for obtaining a fully executed ROE Agreement will be as follows:

- The Owner will send the unexecuted ROE Agreement to the Contractor with the unexecuted construction Contract.
- Partially execute the ROE Agreement and return it to the Department with the required insurance attached.
- The Owner will coordinate with the railroad company regarding the further execution of the ROE Agreement and associated fees. The Owner will pay any ROE Agreement fees directly to the railroad company.
- Once the Owner has received the fully-executed ROE Agreement from the railroad company, the Owner will forward the fully-executed ROE Agreement to the Contractor.

9. CONSTRUCTION SURVEYING

Use Method A unless otherwise specified in the Contract Documents. Upon request, the Engineer will allow the Contractor to copy available earthwork cross-sections, computer printouts or data files, and other information necessary to establish and control work. Maintain the integrity of control points. Preserve all control points, stakes, marks, and right of way markers. Assume cost and responsibility of replacing disturbed control points, stakes, marks, and right of way markers damaged by the Contractor's or its subcontractor operations. If the Owner repairs disturbed control points, stakes, marks, or right of way markers, the cost of repair may be deducted from money due or to become due to the Contractor. Replace right of way markers under the direction of a RPLS. This work will be subsidiary to pertinent items.

The Engineer reserves the right to make measurements and surveys to determine the accuracy of the work and determine pay quantities. The Engineer's measurements and surveys do not relieve the Contractor's responsibility for accuracy of work. Allow the Engineer adequate time to verify the surveying.

9.1. **Method A**. The Engineer will set control points for establishing lines, slopes, grades, and centerlines and for providing both vertical and horizontal control. At a minimum, provide a controlling pair of monument points at both the beginning and end of construction project for projects less than 2 miles in length. For projects greater than 2 miles in length, monuments will be set in pairs of 2 at a minimum of 2 miles based on the overall length of the project. Use these control points as reference to perform the work.

Furnish materials, equipment, and qualified workforce necessary for the construction survey work. Place construction points, stakes, and marks at intervals sufficient to control work to established tolerances. Place construction stakes at intervals of no more than 100 ft., or as directed. Place stakes and marks so as not to interfere with normal maintenance operations.

9.2. **Method B**. The Engineer will set adequate control points, stakes, and marks to establish lines, slopes, grades, and centerlines. Furnish additional work, stakes, materials, and templates necessary for marking and maintaining points and lines.

9.3. **Method C**. Set adequate control points, stakes, and marks to establish lines, slopes, grades, and centerlines.

10. INSPECTION

Inspectors are authorized representatives of the Engineer. Inspectors are authorized to examine all work performed and materials furnished, including preparation, fabrication, and material manufacture. Inspectors inform the Contractor of failures to meet Contract requirements. Inspectors may reject work or materials and may suspend work until any issues can be referred to and decided by the Engineer. Inspectors cannot alter, add, or waive Contract provisions, issue instructions contrary to the Contract, act as foremen for the Contractor, or interfere with the management of the work. Inspection, or lack of inspection, will not relieve the Contractor from obligation to provide materials or perform the work in accordance with the Contract.

Provide safe access to all parts of the work and provide information and assistance to the Engineer to allow a complete and detailed inspection. Give the Engineer sufficient notice to inspect the work. Work performed

without suitable inspection, as determined by the Engineer, may be ordered removed and replaced at Contractor's expense. Remove or uncover portions of finished work as directed. Once inspected, restore work to Contract requirements. If the uncovered work is acceptable, the costs to uncover, remove, and replace or make good the parts removed will be paid for in accordance with Article 4.4., "Changes in the Work." If the work is unacceptable, assume all costs associated with repair or replacement, including the costs to uncover, remove, and replace or make good the parts removed.

When a government entity, utility, railroad company, or other entity accepts or pays a portion of the Contract, that organization's representatives may inspect the work but cannot direct the Contractor. The right of inspection does not make that entity a party to the Contract and does not interfere with the rights of the parties to the Contract.

11. FINAL CLEANUP

Upon completion of the work, remove litter, debris, objectionable material, temporary structures, excess materials, and equipment from the work locations. Clean and restore property damaged by the Contractor's operations during the prosecution of the work. Leave the work locations in a neat and presentable condition. This work will not be paid for directly but will be considered subsidiary to items of the Contract.

Remove from the right of way cofferdams, construction buildings, material and fabrication plants, temporary structures, excess materials, and debris resulting from construction. Where work is in a stream, remove debris to the ground line of the bed of the stream. Leave stream channels and rights of way in a neat and presentable condition. Clean structures to the flow line or the elevation of the outfall channel, whichever is higher. Dispose of all excess material in accordance with federal, state, and local regulations.

12. FINAL ACCEPTANCE

12.1. Final acceptance is made when all work is complete and the Engineer, in writing, accepts all work for the work locations in the Contract. Final acceptance relieves the Contractor from further Contract responsibilities.

12.1.1. **Work Completed**. Work completed must include work for vegetative establishment and maintenance, test, and performance periods and work to meet the requirements of Article 5.11., "Final Cleanup."

12.1.2. **Final Inspection**. After all work is complete, the Contractor will request a final inspection by the Engineer authorized to accept the work.

The final inspection will be made as soon as possible, and not later than 10 calendar days after the request. No working day charges will be made between the date of request and final inspection.

After the final inspection, if the work is satisfactory, the Engineer will notify the Contractor in writing of the final acceptance of the work. If the final inspection finds any work to be unsatisfactory, the Engineer will identify in writing all deficiencies in the work requiring correction. Correct the deficiencies identified. Working day charges will resume if these deficiencies are not corrected within 7 calendar days, unless otherwise approved. Upon correction, the Engineer will make an inspection to verify that all deficiencies were corrected satisfactorily. The Engineer will provide written notice of the final acceptance.

12.1.3. **Final Measurement**. Final measurements and pay quantity adjustments may be made after final acceptance.

12.1.4. **Removal of Traffic Control Devices**. Remove construction traffic control devices and advance warning signs upon final acceptance or as directed.

Item 6L
Control of Materials

1. SOURCE CONTROL

Use only materials that meet Contract requirements. Unless otherwise specified or approved, use new materials for the work. Secure the Engineer's approval of the proposed source of materials to be used before their delivery. Materials can be approved at a supply source or staging area but may be reinspected in accordance with Article 6.4., "Sampling, Testing, and Inspection."

1.1. **Buy America**. Comply with the latest provisions of Buy America as listed at 23 CFR 635.410. Use steel or iron materials manufactured in the United States except when:

- the cost of materials, including delivery, does not exceed 0.1% of the total Contract cost or $2,500, whichever is greater;
- the Contract contains a replacement alternate item for a foreign source steel or iron product and the Contract is awarded based on the replacement alternate item; or
- the materials are temporarily installed.

Provide a notarized original of the TxDOT FORM D-9-USA-1 (or equivalent) with the proper attachments for verification of compliance.

Manufacturing is any process that modifies the chemical content, physical shape or size, or final finish of a product. Manufacturing begins with initial melting and mixing and continues through fabrication (cutting, drilling, welding, bending, etc.) and coating (paint, galvanizing, epoxy, etc.).

1.2. **Convict Produced Materials.** Materials produced by convict labor may only be incorporated in the work if such materials have been:

- produced by convicts who are on parole, supervised release, or probation from prison; or
- produced in a qualified prison facility.

A "qualified prison facility" means any prison facility in which convicts, during the 12-month period ending July 1, 1987, produced materials for use in federal-aid highway construction projects.

2. MATERIAL QUALITY

Correct or remove materials that fail to meet Contract requirements or that do not produce satisfactory results. Reimburse the Owner for cost incurred if additional sampling and testing is required by a change of source.

Materials not meeting Contract requirements will be rejected, unless the Engineer approves corrective actions. Upon rejection, immediately remove and replace rejected materials.

If the Contractor does not comply with this article, the Owner may have defective material removed and replaced. The cost of testing, removal, and replacement will be deducted from the estimate.

3. MANUFACTURER WARRANTIES

Transfer to the Owner warranties and guarantees required by the Contract or received as part of normal trade practice.

4. SAMPLING, TESTING, AND INSPECTION

Incorporate into the work only material that has been inspected, tested, and accepted by the Engineer. Remove, at the Contractor's expense, materials from the work locations that are used without prior testing and approval or written permission.

Unless otherwise mutually agreed, the material requirements and standard test methods in effect at the time the proposed Contract is advertised govern. Unless otherwise noted, the Engineer will perform testing at Owner's expense. In addition to facilities and equipment required by the Contract, furnish facilities and calibrated equipment required for tests to control the manufacture of construction items. If requested, provide a complete written statement of the origin, composition, and manufacture of materials.

All materials used are subject to inspection or testing at any time during preparation or use. Material which has been tested and approved at a supply source or staging area may be reinspected or tested before or during incorporation into the work, and rejected if it does not meet Contract requirements. Copies of test results are to be made available upon request. Do not use material that, after approval, becomes unfit for use.

Unless otherwise noted in the Contract, all testing must be performed within the United States and witnessed by the Engineer. If materials or processes require testing outside the contiguous 48 United States, reimburse the Owner for inspection expenses.

5. PLANT INSPECTION AND TESTING

The Engineer may, but is not obligated to, inspect materials at the acquisition or manufacturing source. Material samples will be obtained and tested for compliance with quality requirements.

If inspection is at the plant, meet the following conditions unless otherwise specified:

- Cooperate fully and assist the Engineer during the inspection.
- Ensure the Engineer has full access to all parts of the plant used to manufacture or produce materials.
- In accordance with pertinent items and the Contract, provide a facility at the plant for use by the Engineer as an office or laboratory.
- Provide and maintain adequate safety measures and restroom facilities.
- Furnish and calibrate scales, measuring devices, and other necessary equipment.

The Engineer may provide inspection for periods other than daylight hours if:

- continuous production of materials for Owner use is necessary due to the production volume being handled at the plant, and
- the lighting is adequate to allow satisfactory inspection.

6. STORAGE OF MATERIALS

Store and handle materials to preserve their quality and fitness for the work. Store materials so that they can be easily inspected and retested. Place materials under cover, on wooden platforms, or on other hard, clean surfaces as necessary or when directed.

Obtain approval to store materials on the right of way. Storage space off the right of way is at the Contractor's expense.

7. OWNER-FURNISHED MATERIAL

The Owner will supply materials as shown in the Contract documents. The cost of handling and placing materials supplied by the Owner will not be paid for directly but is subsidiary to the item in which they are used. Assume responsibility for materials upon receipt.

8. USE OF MATERIALS FOUND ON THE RIGHT OF WAY

Material found in the excavation areas and meeting the Owner's specifications may be used in the work. This material will be paid for at the Contract bid price for excavation and under the item for which the material is used.

Do not excavate or remove any material from within the right of way that is not within the limits of the excavation without written permission. If excavation is allowed within a right of way project-specific location (PSL), replace the removed material with suitable material at no cost to the Owner as directed.

9. RECYCLED MATERIALS

The Owner will not allow hazardous wastes, as defined in 30 TAC 335, proposed for recycling to be used on the project. Use nonhazardous recyclable materials (NRMs) only if the specification for the item does not disallow or restrict use. Determine if NRMs are regulated under 30 TAC 312, 330, 332, 334, or 335, and comply with all general prohibitions and requirements. Use NRMs in accordance with DMS-11000, "Evaluating and Using Nonhazardous Recyclable Materials Guidelines," and furnish all documentation required by that specification.

10. HAZARDOUS MATERIALS

Use materials that are free of hazardous materials as defined in Item 1L, "Abbreviations and Definitions."

Notify the Engineer immediately when a visual observation or odor indicates that materials in required material sources or on sites owned or controlled by the owner may contain hazardous materials. Except when the contract includes bid items for the contractor to remove hazardous materials, the Engineer is responsible for testing and removing or disposing of hazardous materials not introduced by the Contractor on sites owned or controlled by the Owner as indicated below.

The plans will indicate locations where paint on steel is suspected to contain hazardous materials and where regulated asbestos containing materials have been found. The Engineer may suspend work wholly or in part during the testing, removal, or disposition of hazardous materials on sites owned or controlled by the Owner, except in the case of when the contract includes removing and disposing of hazardous materials.

When a visual observation or odor indicates that materials delivered to the work locations by the Contractor may contain hazardous materials, have an approved commercial laboratory test the materials for contamination. Remove, remediate, and dispose of any of these materials found to be contaminated. Testing, removal, and disposition of hazardous materials introduced onto the work locations by the Contractor will be at the Contractor's expense. Working day charges will not be suspended and extensions of working days will not be granted for activities related to handling hazardous material delivered by the Contractor.

10.1. **Painted Steel Requirements**. Paint containing hazardous materials will be removed as shown on the plans.

10.1.1. **Paint Removed by Third Party**. The Owner may provide a third party to remove paint containing hazardous materials where paint must be removed to perform work or to allow dismantling of the steel.

10.1.2. **Paint Removed by the Contractor**. This work may only be performed by a firm or company with one of the following certifications:

- SSPC-QP2 certification for lead painting operations, or
- Certified Lead Firm by the Texas Department of State Health Services.

Maintain certification for the duration of the work. Provide copies of audits or certification if requested.

Comply with worker and public safety regulations, including, but not limited to, OSHA 29 CFR Parts 1910.1025, 1926.62, and 1926.63. Monitor permissible exposure limits in accordance with OSHA requirements.

Remove paint containing hazardous materials from designated areas shown on the plans or as directed. Comply with access limitations shown on the plans.

Provide power hand tools, equipped with high-efficiency particulate air filter vacuums to mechanically remove paint.

Contain, collect, store, transport, and dispose of all waste generated by cleaning operation in accordance with local, state, and federal requirements including 40 CFR 302. Properly characterize and dispose of all wastes. Manage any hazardous wastes in accordance with regulatory requirements and dispose in a facility authorized to accept such wastes. Provide copies of disposal manifests.

The work performed, materials furnished, equipment, labor, tools, and incidentals will be paid for in accordance with Item 446, “Field Cleaning and Painting Steel.”

10.2. **Removal and Disposal of Painted Steel**. Painted steel will be disposed of at a steel recycling or smelting facility unless otherwise shown on the plans. If the paint contains hazardous materials, maintain and make available to the Engineer invoices and other records obtained from the facility showing the received weight of the steel and the facility name.

For steel that is dismantled by unbolting, no paint stripping will be required. Use care to not damage existing paint. When dismantling is performed using flame or saw-cutting methods to remove steel elements coated with paint containing hazardous materials, the plans will show stripping locations.

The work provided, materials furnished, equipment, labor, tools, and incidentals will be paid for in accordance with Item 496, “Removing Structures,” and Item 497, “Sale of Salvagable Material.”

10.3. **Asbestos Requirements**. The plans will indicate locations or elements where asbestos containing materials (ACM) have been found. At locations where previously unknown ACM has been found, the Owner will arrange for abatement by a third party. For work at these locations, notify the Engineer of proposed dates of demolition or removal of structural elements with ACM at least 60 days before work is to begin to allow the Owner enough time to abate the asbestos.

10.4. **Work Performed by a Third Party**. When the work for removal of paint or asbestos abatement is to be provided by a third party, coordinate and cooperate with the third party and the Owner. Continue other work detailed on the plans not directly involved in the paint removal or asbestos abatement work. Provide notice to the Owner regarding the progress of the work to allow the Owner enough time to schedule the third party work.

11. SURPLUS MATERIALS

Take ownership of surplus materials unless otherwise shown on the plans or as directed by the Engineer. Remove and dispose of materials in accordance with federal, state, and local regulations. If requested, provide an appropriate level of documentation to verify proper disposal. When materials are disposed of on private property, provide written authorization from the property owner for the use of the property for this purpose upon request.

Item 7L
Legal Relations and Responsibilities

1. SAFETY

In addition to the safety terms and conditions in the general conditions, Contractor must comply with the following:

1.1. **Point of Contact**. Designate a Contractor Safety Point of Contact (CSPOC). The Owner will assign an Owner employee for their point of contact designated as Owner's Safety Point of Contact OSPOC. The CSPOC will ensure that the Contractor's and Subcontractor's employees' use the appropriate personal protection equipment (hard hats, safety vests, protective toe footwear, etc.).

The CSPOC will ensure that crew leaders and foremen (including subcontractors) have attended the required training.

1.2. **Safety Preconstruction Meeting**. In cooperation with the Engineer, schedule and attend a safety preconstruction meeting (may be a part of the preconstruction conference in Article 4.2., "Preconstruction Conference." Attendees for this safety preconstruction meeting will be:

- the Contractor,
- subcontractors,
- Owner,
- local law enforcement, and
- other personnel that play an active role on the project.

1.3. **Public Safety and Convenience**. Ensure the safety and convenience of the public and property as provided in the Contract and as directed by the Engineer. Keep existing roadways open to traffic or construct and maintain detours and temporary structures for safe public travel. Manage construction to minimize disruption to traffic. Maintain the roadway in a good and passable condition, including proper drainage and provide for ingress and egress to adjacent property.

Store all equipment not in use in a manner and at locations that will not interfere with the safe passage of traffic.

Provide qualified flaggers in accordance with Item 502.2.2., "Flaggers," for the safety and convenience of the traveling public and workers, as directed.

If the Engineer determines that any of the requirements of this article have not been met, the Engineer may take any necessary corrective action. This will not change the legal responsibilities set forth in the Contract. The cost to the Owner for this work will be deducted from any money due or to become due to the Contractor.

1.4. **Use of Blue Warning Lights**. Texas Transportation Code 547.105 authorizes the use of warning lights to promote safety and provides an effective means of gaining the travelling public's attention as they drive in areas where construction crews are present. In order to influence the public to move over when high risk construction activities are taking place, minimize the utilization of blue warning lights. These lights must be used only while performing work on or near the travel lanes or shoulder where the travelling public encounters construction crews that are not protected by a standard work zone set up such as a lane closure, shoulder closure, or one-way traffic control. Refrain from leaving the warning lights engaged while travelling from one work location to another or while parked on the right of way away from the pavement or a work zone.

1.5. **Barricades, Warning and Detour Signs, and Traffic Handling**. Provide, install, move, replace, maintain, clean, and remove all traffic control devices in accordance with the traffic control devices specifications and as shown on the plans and as directed. If details are not shown on the plans, provide devices and work in accordance with the TMUTCD and as directed by the Engineer. When authorized or directed by the Engineer, provide additional signs or traffic control devices not required by the plans.

If an unexpected situation arises that causes the Contractor to believe that the traffic control should be changed, make all reasonable efforts to promptly contact the Engineer. Take prudent actions until the Engineer can be contacted.

The Engineer may authorize or direct in writing the removal or relocation of project limit advance warning signs. When project limit advance warning signs are removed before final acceptance, traffic control in accordance with the TMUTCD may be used for minor operations as approved. Removal or relocation of project limit advance warning signs does not imply final acceptance.

2. LAWS TO BE OBSERVED

Comply with all federal, state, and local laws, ordinances, and regulations that affect the performance of the work. Indemnify and save harmless the Owner and its representatives against any claim arising from violation by the Contractor of any law, ordinance, or regulation.

This Contract is between the Owner and the Contractor only. No person or entity may claim third-party beneficiary status under this Contract or any of its provisions, nor may any non-party sue for personal injuries or property damage under this Contract.

3. PERMITS, LICENSES, AND TAXES

Procure all permits and licenses; pay all charges, fees, and taxes; and give all notices necessary and incidental to the due and lawful prosecution of work, except for permits provided by the Owner and as specified in Article 7.6., “Preservation of Cultural and Natural Resources and the Environment.”

4. PATENTED DEVICES, MATERIAL, AND PROCESSES

Indemnify and save harmless the Owner from any claims for infringement from the Contractor’s use of any patented design, device, material, process, trademark, or copyright selected by the Contractor and used in connection with the work. Indemnify and save harmless the Owner against any costs, expenses, or damages that it may be obliged to pay, by reason of this infringement, at any time during the prosecution or after the completion of the work.

5. PERSONAL LIABILITY OF PUBLIC OFFICIALS

Owner employees are agents and representatives of the Owner and will incur no liability, personal or otherwise, in carrying out the provisions of the Contract or in exercising any power or authority granted under the Contract.

6. PRESERVATION OF CULTURAL AND NATURAL RESOURCES AND THE ENVIRONMENT

If the Contractor initiates changes to the Contract and the Owner approves the changes, the Contractor is responsible for obtaining clearances and coordinating with the appropriate regulatory agencies.

6.1. **Cultural Resources**. Cease all work immediately if a site, building, or location of historical, archeological, educational, or scientific interest is discovered within the right of way. The site, building, or location will be investigated and evaluated by the Owner.

6.2. **Texas Pollutant Discharge Elimination System (TPDES) Permits and Storm Water Pollution Prevention Plans (SWP3)**. If required and to the extent applicable, the Owner will file the Notice of Intent (NOI) and the Notice of Termination (NOT) for work shown on the plans in the right of way. Adhere to all requirements of the SWP3.

6.3. **Work in Waters of the United States**. For work in the right of way, the Owner will obtain any required Section 404 permits from the U.S. Army Corps of Engineers before work begins. Adhere to all agreements, mitigation plans, and standard best management practices required by the permit. When Contractor-initiated changes in the construction method changes the impacts to waters of the U.S., obtain new or revised Section 404 permits.

6.4. **Work in Navigable Waters of the United States**. For work in the right of way, the Owner will obtain any required Section 9 permits from the U.S. Coast Guard before work begins. Adhere to the stipulations of the permits and associated best management practices. When Contractor-initiated changes in the construction method changes the impacts to navigable waters of the U.S., obtain new or revised Section 9 permits.

6.5. **Work Over the Recharge or Contributing Zone of Protected Aquifers**. Make every reasonable effort to minimize the degradation of water quality resulting from impacts relating to work over the recharge or contributing zones of protected aquifers, as defined and delineated by the TCEQ. Use best management practices and perform work in accordance with Contract requirements.

6.6. **Project-Specific Locations**. For all project-specific locations (PSLs) on or off the right of way (material sources, waste sites, parking areas, storage areas, field offices, staging areas, haul roads, etc.), signing the Contract certifies compliance with all applicable laws, rules, and regulations pertaining to the preservation of cultural resources, natural resources, and the environment as issued by the following or other agencies:

- Occupational Safety and Health Administration,
- Texas Commission on Environmental Quality,
- Texas Department of Transportation,
- Texas Historical Commission,
- Texas Parks and Wildlife Department,
- Texas Railroad Commission,
- U.S. Army Corps of Engineers,
- U.S. Department of Energy,
- U.S. Department of Transportation,
- U.S. Environmental Protection Agency,
- U.S. Federal Emergency Management Agency, and
- U.S. Fish and Wildlife Service.

All subcontractors must also comply with applicable environmental laws, rules, regulations, and requirements in the Contract. Maintain documentation of certification activities including environmental consultant reports, Contractor documentation on certification decisions and contacts, and correspondence with the resource agencies. Provide documentation upon request.

Obtain written approval from the Engineer for all PSLs in the right of way not specifically addressed on the plans. Prepare an SWP3 for all Contractor facilities, such as asphalt or concrete plants located within public right of way. Comply with all TCEQ permit requirements for portable facilities, such as concrete batch plants, rock crushers, asphalt plants, etc. Address all environmental issues, such as Section 404 permits, wetland delineation, endangered species consultation requirements, or archeological and historic site impacts. Obtain all permits and clearances in advance.

7. AGRICULTURAL IRRIGATION

If requires and to the extent applicable, regulate the sequence of work and make provisions as necessary to provide for agricultural irrigation or drainage during the work; and meet with the Irrigation District or land

owner to determine the proper time and sequence when irrigation demands will permit shutting-off water flows to perform work.

Unless otherwise provided on the plans, the work performed under this article will not be measured or paid for directly but will be subsidiary to pertinent items.

8. SANITARY PROVISIONS

Provide and maintain adequate, neat, and sanitary toilet accommodations for employees, including Owner employees, in compliance with the requirements and regulations of the Texas Department of Health or other authorities with jurisdiction.

9. ABATEMENT AND MITIGATION OF EXCESSIVE OR UNNECESSARY NOISE

Minimize noise throughout all phases of the Contract. Exercise particular and special efforts to avoid the creation of unnecessary noise impact on adjacent noise sensitive receptors in the placement of non-mobile equipment such as air compressors, generators, pumps, etc. Place mobile and stationary equipment to cause the least disruption of normal adjacent activities.

All equipment associated with the work must be equipped with components to suppress excessive noise and these components must be maintained in their original operating condition considering normal depreciation. Noise-attenuation devices installed by the manufacturer such as mufflers, engine covers, insulation, etc. must not be removed nor rendered ineffectual nor be permitted to remain off the equipment while the equipment is in use.

10. USING EXPLOSIVES

Do not endanger life or property. The contractor is required to submit a written Blasting Plan if required by the plans or requested by the Engineer. The Owner retains the right to reject the blasting plan. Store all explosives securely and clearly mark all storage places with “DANGER – EXPLOSIVES.” Store, handle, and use explosives and highly flammable material in compliance with federal, state, and local laws, ordinances, and regulations. Assume liability for property damage, injury, or death resulting from the use of explosives.

Give at least a 48-hr. advance notice to the appropriate Road Master before doing any blasting work involving the use of electric blasting caps within 200 ft. of any railroad track.

11. RESPONSIBILITY FOR HAZARDOUS MATERIALS

Indemnify and save harmless the Owner and its agents and employees from all suits, actions, or claims and from all liability and damages for any injury or damage to any person or property arising from the generation or disposition of hazardous materials introduced by the Contractor on any work done by the Contractor on Owner-owned or controlled sites. Indemnify and save harmless the Owner and its representatives from any liability or responsibility arising out of the Contractor’s generation or disposition of any hazardous materials obtained, processed, stored, shipped, etc., on sites not owned or controlled by the Owner. Reimburse the Owner for all payments, fees, or restitution the Owner is required to make as a result of the Contractor’s actions.

12. ASBESTOS CONTAINING MATERIAL

In Texas, the Department of State Health Services (DSHS), Asbestos Programs Branch, is responsible for administering the requirements of the National Emissions Standards for Hazardous Air Pollutants, 40 CFR, Subpart M (NESHAP) and the Texas Asbestos Health Protection Rules (TAHPR). Based on EPA guidance and regulatory background information, bridges are considered to be a regulated “facility” under NESHAP. Therefore, federal standards for demolition and renovation apply.

Provide notice to the Owner of demolition or renovation to the structures listed on the plans at least 30 calendar days before initiating demolition or renovation of each structure or load bearing member. Provide the scheduled start and completion date of structure demolition, renovation, or removal.

When demolition, renovation, or removal of load-bearing members is planned for several phases, provide the start and completion dates identified by separate phases.

DSHS requires that notifications be postmarked at least 10 working days before initiating demolition or renovation. If the date of actual demolition, renovation, or removal is changed, the Owner will be required to notify DSHS at least 10 days in advance of the work. This notification is also required when a previously scheduled (notification sent to DSHS) demolition, renovation, or removal is delayed. Therefore, if the date of actual demolition, renovation, or removal is changed, provide the Engineer, in writing, the revised dates in enough time to allow for the Owner's notification to DSHS to be postmarked at least 10 days in advance of the actual work.

Failure to provide the above information may require the temporary suspension of work under Article 8.4., "Temporary Suspension of Work or Working Day Charges," due to reasons under the control of the Contractor. The Owner retains the right to determine the actual advance notice needed for the change in date to address post office business days and staff availability.

13. RESTORING SURFACES OPENED BY PERMISSION

Do not authorize anyone to make an opening in the highway for utilities, drainage, or any other reason without written permission by the Engineer. Repair all openings as directed by the Engineer. Payment for repair of surfaces opened by permission will be made in accordance with pertinent items or Article 4.4., "Changes in the Work." Costs associated with openings made with Contractor authorization but without Owner approval will not be paid.

14. PROTECTING ADJACENT PROPERTY

Protect adjacent property from damage. If any damage results from an act or omission on the part of or on behalf of the Contractor, take corrective action to restore the damaged property to a condition similar or equal to that existing before the damage was done.

15. RESPONSIBILITY FOR DAMAGE CLAIMS

Indemnify and save harmless the Owner and its agents and employees from all suits, actions, or claims and from all liability and damages for any injury or damage to any person or property due to the Contractor's negligence in the performance of the work and from any claims arising or amounts recovered under any laws, including workers' compensation and the Texas Tort Claims Act. Indemnify and save harmless the Owner and assume responsibility for all damages and injury to property of any character occurring during the prosecution of the work resulting from any act, omission, neglect, or misconduct on the Contractor's part in the manner or method of executing the work; from failure to properly execute the work; or from defective work or material.

Pipelines and other underground installations that may or may not be shown on the plans may be located within the right of way. Indemnify and save harmless the Owner from any suits or claims resulting from damage by the Contractor's operations to any pipeline or underground installation. Make available the scheduled sequence of work to the respective utility owners so that they may coordinate and schedule adjustments of their utilities that conflict with the proposed work.

16. HAULING AND LOADS ON ROADWAYS AND STRUCTURES

Comply with federal and state laws concerning legal gross and axle weights. Except for the designated Interstate system, vehicles with a valid yearly overweight tolerance permit may haul materials to the work

locations at the permitted load. Provide copies of the yearly overweight tolerance permits to the Engineer upon request. Construction equipment is not exempt from oversize or overweight permitting requirements on roadways open to the traveling public.

Protect existing bridges and other structures that will remain in use by the traveling public during and after the completion of the Contract. Construction traffic on roadways, bridges, and culverts within the limits of the work, including any structures under construction that will remain in service during and after completion of the Contract is subject to legal size and weight limitations.

Additional temporary fill may be required by the Engineer for hauling purposes for the protection of certain structures. This additional fill will not be paid directly but will be subsidiary.

Replace or restore to original condition any structure damaged by the Contractor's operations.

The Engineer may allow equipment with oversize or non-divisible overweight loads to operate without a permit within the work locations on pavement structures not open to the traveling public. Submit Contractor-proposed changes to traffic control plans for approval, in accordance with Item 502, "Barricades, Signs, and Traffic Handling." The following sections further address overweight allowances. The Owner will make available to the Contractor any available plans and material reports for existing structures.

16.1. **Overweight Construction Traffic Crossing Structures**. The Engineer may allow crossing of a structure not open to the public within the work locations, when divisible or non-divisible loads exceed legal weight limitations, including limits for load-posted bridges. Obtain written permission to make these crossings. Submit for approval a structural analysis by a licensed professional engineer indicating that the excessive loads should be allowed. Provide a manufacturer's certificate of equipment weight that includes the weight distribution on the various axles and any additional parts such as counterweights, the configuration of the axles, or other information necessary for the analysis. Submit the structural analysis and supporting documentation sufficiently in advance of the move to allow for review. Permission may be granted if the Engineer finds that no damage or overstresses in excess of those normally allowed for occasional overweight loads will result to structures that will remain in use after Contract completion. Provide temporary matting or other protective measures as directed.

Schedule loads so that only one vehicle is on any span or continuous unit at any time. Use barricades, fences, or other positive methods to prevent other vehicular access to structures at any time the overweight load is on any span or continuous unit.

16.2. **Construction Equipment Operating on Structures**. Cranes and other construction equipment used to perform construction operations that exceed legal weight limits may be allowed on structures. Before any operation that may require placement of equipment on a structure, submit for approval a detailed structural analysis prepared by a licensed professional engineer.

Submit the structural analysis and supporting documentation sufficiently in advance of the use to allow for review and approval. Include all axle loads and configurations, spacing of tracks or wheels, tire loads, outrigger placements, center of gravity, equipment weight, and predicted loads on tires and outriggers for all planned movements, swings, or boom reaches. The analysis must demonstrate that no overstresses will occur in excess of those normally allowed for occasional overweight loads.

16.3. **Loads on Structures**. Do not store or stockpile material on bridge structures without written permission. If required, submit a structural analysis and supporting documentation by a licensed professional engineer for review. Permission may be granted if the Engineer finds that no damage or overstresses in excess of those normally allowed for occasional overweight loads will result to structures that will remain in use after Contract completion. Provide temporary matting or other protective measures as directed.

16.4. **Hauling Divisible Overweight Loads on Pavement Within the Work Locations**. The Engineer may allow divisible overweight loads on pavement structures within the work locations not open to the traveling public. Obtain written approval before hauling the overweight loads. Include calculations to demonstrate that there will be no damage or overstress to the pavement structure.

17. CONTRACTOR'S RESPONSIBILITY FOR WORK

Until final acceptance of the Contract, take every precaution against injury or damage to any part of the work by the action of the elements or by any other cause, whether arising from the execution or from the nonexecution of the work. Protect all materials to be used in the work at all times, including periods of suspension.

When any roadway or portion of the roadway is in suitable condition for travel, it may be opened to traffic as directed. Opening of the roadway to traffic does not constitute final acceptance.

Repair damage to all work until final acceptance. Repair damage to existing facilities in accordance with the Contract or as directed. Repair damage to existing facilities or work caused by Contractor operations at the Contractor's expense. Repair work for damage that was not due to the Contractor's operations will not be paid for except as provided below.

17.1. **Reimbursable Repair**. Except for damage to appurtenances listed in Section 7.17.2.1., "Unreimbursed Repair," the Contractor will be reimbursed for repair of damage caused by:

- motor vehicle, watercraft, aircraft, or railroad-train incident;
- vandalism; or
- Acts of God, such as earthquake, tidal wave, tornado, hurricane, or other cataclysmic phenomena of nature.

17.2. **Appurtenances**.

17.2.1. **Unreimbursed Repair**. Except for destruction (not reusable) due to hurricanes, reimbursement will not be made for repair of damage to the following temporary appurtenances, regardless of cause:

- signs,
- barricades,
- changeable message signs, and
- other work zone traffic control devices.

Crash cushion attenuators and guardrail end treatments are the exception to the above listing and are to be reimbursed in accordance with Section 7.17.2.2., "Reimbursed Repair."

For the devices listed in this section, reimbursement may be made for damage due to hurricanes. Where the Contractor retains replaced appurtenances after completion of the project, the Owner will limit the reimbursement to the cost that is above the salvage value at the end of the project.

17.2.2. **Reimbursed Repair**. Reimbursement will be made for repair of damage due to the causes listed in Section 7.17.1., "Reimbursable Repair," to appurtenances (including temporary and permanent crash cushion attenuators and guardrail end treatments).

17.3. **Roadways and Structures**. Until final acceptance, the Contractor is responsible for all work constructed under the Contract. The Owner will not reimburse the Contractor for repair work to new construction, unless the failure or damage is due to one of the causes listed in Section 7.17.1., "Reimbursable Repair."

The Owner will be responsible for the cost for repair of damage to existing roadways and structures not caused by the Contractor's operations.

17.4. **Detours**. The Contractor will be responsible for the cost of maintenance of detours constructed under the Contract, unless the failure or damage is due to one of the causes listed in Section 7.17.1., "Reimbursable Repair." The Engineer may consider failures beyond the Contractor's control when determining reimbursement for repairs to detours constructed. The Owner will be responsible for the cost of maintenance of existing streets and roadways used for detours or handling traffic.

17.5. **Relief from Maintenance**. The Engineer may relieve the Contractor from responsibility of maintenance as outlined in this section. This relief does not release the Contractor from responsibility for defective materials or work or constitute final acceptance.

17.5.1. **Isolated Work Locations**. For isolated work locations, when all work is completed, including work for Article 5.11., "Final Cleanup," the Engineer may relieve the Contractor from responsibility for maintenance.

17.5.2. **Work Except for Vegetative Establishment and Test Periods**. When all work for all or isolated work locations has been completed, including work for Article 5.11., "Final Cleanup," with the exception of vegetative establishment and maintenance periods and test and performance periods, the Engineer may relieve the Contractor from responsibility for maintenance of completed portions of work.

17.5.3. **Work Suspension**. When all work is suspended for an extended period of time, the Engineer may relieve the Contractor from responsibility for maintenance of completed portions of work during the period of suspension.

17.5.4. **When Directed by the Engineer**. The Engineer may relieve the Contractor from the responsibility for maintenance when directed.

17.6. **Basis of Payment**. When reimbursement for repair work is allowed and performed, payment will be made in accordance with pertinent items or Article 4.4., "Changes in the Work."

18. ELECTRICAL REQUIREMENTS

18.1. **Definitions**.

18.1.1. **Electrical Work**. Electrical work is work performed for:

- Item 610, "Roadway Illumination Assemblies,"
- Item 614, "High Mast Illumination Assemblies,"
- Item 616, "Performance Testing of Lighting Systems,"
- Item 617, "Temporary Roadway Illumination,"
- Item 618, "Conduit,"
- Item 620, "Electrical Conductors,"
- Item 621, "Tray Cable,"
- Item 622, "Duct Cable,"
- Item 628, "Electrical Services,"
- Item 680, "Highway Traffic Signals,"
- Item 681, "Temporary Traffic Signals,"
- Item 684, "Traffic Signal Cables,"
- Item 685, "Roadside Flashing Beacon Assemblies,"
- other items that involve either the distribution of electrical power greater than 50 volts or the installation of conduit and duct banks,
- the installation of conduit and wiring associated with Item 624, "Ground Boxes," and Item 656, "Foundations for Traffic Control Devices," and
- the installation of the conduit system for communication and fiber optic cable.

Electrical work does not include the installation of communications or fiber optic cable, or the connections for low voltage and inherently power limited circuits such as electronic or communications equipment. Assembly and placement of poles, structures, cabinets, enclosures, manholes, or other hardware will not be considered electrical work as long as no wiring, wiring connections, or conduit work is done at the time of assembly and placement.

18.1.2. **Specialized Electrical Work**. Specialized electrical work is work that includes the electrical service and feeders, sub-feeders, branch circuits, controls, raceways, and enclosures for the following:

- pump stations,
- moveable bridges,
- ferry slips,
- motor control centers,
- facilities required under Item 504, "Field Office and Laboratory,"
- rest area or other public buildings,
- weigh-in-motion stations,
- electrical services larger than 200 amps,
- electrical services with main or branch circuit breaker sizes not shown in the Contract, and
- any 3-phase electrical power.

18.1.3. **Certified Person**. A certified person is a person who has passed the test from the TxDOT course TRF450, "TxDOT Roadway Illumination and Electrical Installations," or other courses as approved by the Owner. Submit a current and valid certification upon request.

18.1.4. **Licensed Electrician**. A licensed electrician is a person with a current and valid unrestricted master electrical license, or unrestricted journeyman electrical license that is supervised or directed by an unrestricted master electrician. An unrestricted master electrician need not be on the work locations at all times electrical work is being done, but the unrestricted master electrician must approve work performed by the unrestricted journeyman. Licensed electrician requirements by city ordinances do not apply to on state system work.

The unrestricted journeyman and unrestricted master electrical licenses must be issued by the Texas Department of Licensing and Regulation or by a city in Texas with a population of 50,000 or greater that issues licenses based on passing a written test and demonstrating experience.

The Engineer may accept other states' electrical licenses. Submit documentation of the requirements for obtaining that license. Acceptance of the license will be based on sufficient evidence that the license was issued based on:

- passing a test based on the NEC similar to that used by Texas licensing officials, and
- sufficient electrical experience commensurate with general standards for an unrestricted master and unrestricted journeyman electrician in the State of Texas.

18.2. **Work Requirements**. The qualifications required to perform electrical work and specialized electrical work are listed in Table 2.

Table 2
Work Requirements

Type of Work	Qualifications to Perform Work
Electrical work with plans	Licensed electrician, certified person, or workers directly supervised by a licensed electrician or certified person
Electrical work without plans	Licensed electrician or workers directly supervised by a licensed electrician
Specialized electrical work	Licensed electrician or workers directly supervised by a licensed electrician
Replace lamps, starting aids, and changing fixtures	Licensed electrician, certified person, or workers directly supervised by a licensed electrician or certified person
Conduit in precast section with approved working drawings	Inspection by licensed electrician or certified person
Conduit in cast-in-place section	Inspection by licensed electrician or certified person
All other electrical work (troubleshooting, repairs, component replacement, etc.)	Licensed electrician or workers directly supervised by a licensed electrician

A licensed electrician must be physically present during all electrical work when Table 2 states that workers are to be directly supervised by a licensed electrician or certified person.

A non-certified person may install conduit in cast-in-place concrete sections if the work is verified by a certified person before concrete placement.

When the plans specify IMSA certification, the requirements of Table 2 will still apply to the installation of the conduit, ground boxes, electrical services, pole grounding, and electrical conductors installed under Item 620, “Electrical Conductors.”

Item 8L

Prosecution and Progress

1. PROSECUTION OF WORK

Unless otherwise shown in the Contract Documents, begin work within 90 calendar days after the authorization date to begin work as shown on the Notice to Proceed. Prosecute the work continuously to completion within the working days specified. Unless otherwise shown in the Contract documents, work may be prosecuted in concurrent phases if no changes are required in the traffic control plan or if a revised traffic control plan is approved. Notify the Engineer at least 24 hr. before beginning work or before beginning any new operation. Do not start new operations to the detriment of work already begun. Minimize interference to traffic.

2. SUBCONTRACTING

Do not sublet any portion of a construction Contract without the Engineer's written approval. A subcontract does not relieve any responsibility under the Contract and bonds. Ensure that all subcontracted work complies with all governing labor provisions.

The Contractor certifies by signing the Contract that the Contractor will not enter into any subcontract with a subcontractor that is debarred or suspended by the Owner, or any state or federal agency.

For federally funded Contracts, ensure the required federal documents are physically attached to each subcontract agreement including all tiered subcontract agreements.

For all DBE/HUB/SBE subcontracts including all tiered DBE/HUB/SBE subcontracts, submit a copy of the executed subcontract agreement.

Submit a copy of the executed non-DBE subcontracts including all tiered non-DBE subcontracts when requested.

2.1. **Construction Contracts**. Perform work with own organization on at least 30% of the total original Contract cost (25% if the Contractor is an SBE on a wholly State or local funded Contract) excluding any items determined to be specialty items. Specialty items are those that require highly specialized knowledge, abilities, or equipment not usually available in the contracting firm expected to bid on the proposed Contract as a whole.

Specialty items will be shown on the plans or as directed by the Engineer. Bid cost of specialty items performed by subcontractors will be deducted from the total original Contract cost before computing the required amount of work to be performed by the Contractor's own organization.

The term "perform work with own organization" includes only:

- workers employed and paid directly by the Contractor or wholly owned subsidiary;
- equipment owned by the Contractor or wholly owned subsidiary;
- rented or leased equipment operated by the Contractor's employees or wholly owned subsidiary's employees;
- materials incorporated into the work if the majority of the value of the work involved in incorporating the material is performed by the Contractor's own organization, including a wholly owned subsidiary's organization; and

- labor provided by staff leasing firms licensed under Chapter 91 of the Texas Labor Code for nonsupervisory personnel if the Contractor or wholly owned subsidiary maintains direct control over the activities of the leased employees and includes them in the weekly payrolls.

When staff leasing firms provide materials or equipment, they are considered subcontractors. In these instances, submit staff leasing firms for approval as a subcontractor.

Copies of cancelled checks and certified statements may be required to verify compliance with the requirements of this section.

2.2. **Payments to Subcontractors**. Report payments for DBE/HUB/SBE subcontracts including tiered DBE/HUB/SBE subcontracts in the manner as prescribed by the Owner.

2.3. **Payment Records**. The Contractor's records, which shall include but not be limited to accounting records, written policies and procedures, subcontractor files (including proposals of successful bidders), original estimates, estimating work sheets, correspondence, schedules, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all foregoing hereinafter referred to as "records") and shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of his payees. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the Contract.

For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent, or authorized representatives shall have access to said records from the effective date of this Contract for the duration of Work and until three (3) years (or longer if required by law) after the date of final payment by Owner to Contractor. Owner's agent or its authorized representative shall have access during normal business hours to the Contractor's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with these requirements. Owner's agent or authorized representative shall give auditees reasonable advance notice of intended audits.

Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) with cost plus contracts, if permitted, and not fixed price contracts to comply with the provisions of this Article by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payee's costs from amounts payable to the Contractor pursuant to this contract.

3. COMPUTATION OF CONTRACT TIME FOR COMPLETION

Upon request, the Engineer will provide the conceptual time determination schedule to the Contractor for informational purposes only. The schedules assume generic resources, production rates, sequences of construction and average weather conditions based on historic data. The Owner will not adjust the number of working days and milestones, if any, due to differences in opinion regarding any assumptions made in the preparation of the schedule or for errors, omissions, or discrepancies found in the Owner's conceptual time schedule.

The number of working days is established by the Contract. Working day charges will begin 30 calendar days after the date of the written authorization to begin work. Working day charges will continue in accordance with the Contract. The Engineer may consider increasing the number of working days under extraordinary circumstances.

3.1. **Working Day Charges**. Working days will be charged in accordance with Section 8.3.1.4., "Standard Workweek," unless otherwise shown in the Contract documents. Working days will be computed and charged in accordance with one of the following:

3.1.1. **Five-Day Workweek**. Working days will be charged Monday through Friday, excluding national holidays, regardless of weather conditions or material availability. The Contractor has the option of working on Saturdays. Provide sufficient advance notice when scheduling work on Saturdays. Work on Sundays and national holidays will not be permitted without written permission. If work requiring an Inspector to be present is performed on a Saturday, Sunday, or national holiday, and weather and other conditions permit the performance of work for 7 hr. between 7 A.M. and 6 P.M., a working day will be charged.

3.1.2. **Six-Day Workweek**. Working days will be charged Monday through Saturday, excluding national holidays, regardless of weather conditions or material availability. Work on Sundays and national holidays will not be permitted without written permission. If work requiring an Inspector to be present is performed on a Sunday or a national holiday, and weather or other conditions permit the performance of work for 7 hr. between 7 A.M. and 6 P.M., a working day will be charged.

3.1.3. **Seven-Day Workweek**. Working days will be charged Monday through Sunday, excluding national holidays, regardless of weather conditions or material availability. Work on national holidays will not be permitted without written permission. If work is performed on any of these holidays requiring an Inspector to be present, and weather or other conditions permit the performance of work for 7 hr. between 7 A.M. and 6 P.M., a working day will be charged.

3.1.4. **Standard Workweek**. Working days will be charged Monday through Friday, excluding national or state holidays, if weather or other conditions permit the performance of the principal unit of work underway, as determined by the Engineer, for a continuous period of at least 7 hr. between 7 A.M. and 6 P.M., unless otherwise shown in the Contract. The Contractor has the option of working on Saturdays or state holidays. Provide sufficient advance notice to the Engineer when scheduling work on Saturdays. Work on Sundays and national holidays will not be permitted without written permission. If work requiring an Inspector to be present is performed on a Saturday, Sunday, or holiday, and weather or other conditions permit the performance of work for 7 hr. between 7 A.M. and 6 P.M., a working day will be charged.

3.1.5. **Calendar Day**. Working days will be charged Sunday through Saturday, including all holidays, regardless of weather conditions, material availability, or other conditions not under the control of the Contractor.

3.1.6. **Other**. Working days will be charged as shown in the Contract documents.

3.2. **Restricted Work Hours**. Restrictions on Contractor work hours and the related definition for working day charges are as prescribed in this article unless otherwise shown in the Contract documents.

3.3. **Nighttime Work**. Nighttime work is allowed only when shown in the Contract documents or as directed. Nighttime work is defined as work performed from 30 min. after sunset to 30 min. before sunrise.

3.3.1. **Five-, Six-, and Seven-Day Workweeks**. Nighttime work that extends past midnight will be assigned to the following day for the purposes of approval for allowing work on Sundays or national holidays.

3.3.2. **Standard Workweek**.

3.3.2.1. **Nighttime Work Only**. When nighttime work is allowed or required and daytime work is not allowed, working day charges will be made when weather and other conditions permit the performance of the principal unit of work underway, as determined by the Engineer, for a continuous period of at least 7 hr. for the nighttime period, as defined in Section 8.3.3., “Nighttime Work,” unless otherwise shown in the Contract documents.

3.3.2.2. **Nighttime Work and Daytime Work Requiring Inspector**. When nighttime work is performed or required and daytime work is allowed, working day charges will be made when weather and other conditions permit the performance of the principal unit of work underway, as determined by the Engineer, for a continuous period of at least 7 hr. for the nighttime period, as defined in Section 8.3.3., “Nighttime Work,” or for a continuous period of at least 7 hr. for the alternative daytime period unless otherwise shown in the Contract documents. Only one day will be charged for each 24-hr. time period. When the Engineer agrees to restrict work hours to the nighttime period only, working day charges will be in accordance with Section 8.3.3.2.1., “Nighttime Work Only.”

4. TEMPORARY SUSPENSION OF WORK OR WORKING DAY CHARGES

The Engineer may suspend the work, wholly or in part, and will provide notice and reasons for the suspension in writing. Suspend and resume work only as directed in writing.

When part of the work is suspended, the Engineer may suspend working day charges only when conditions not under the control of the Contractor prohibit the performance of critical activities. When all of the work is suspended for reasons not under the control of the Contractor, the Engineer will suspend working day charges.

5. PROJECT SCHEDULES

Prepare, maintain, and submit project schedules. Project schedules are used to convey the Contractor's intended work plan to the Owner. Prepare project schedules with a level of effort sufficient for the work being performed. Project schedules will not be used as a basis to establish the amount of work performed or for the preparation of the progress payments.

5.1. **Project Scheduler**. Designate an individual who will develop and maintain the progress schedule. The Project Scheduler will be prepared to discuss, in detail, the proposed sequence of work and methods of operation, and how that information will be communicated through the Progress Schedule at the Preconstruction Meeting. This individual will also attend the project meetings and make site visits to prepare, develop, and maintain the progress schedules.

5.2. **Construction Details**. Before starting work, prepare and submit a progress schedule based on the sequence of work and traffic control plan shown in the Contract documents. At a minimum, prepare the progress schedule as a Bar Chart or Critical Path Method (CPM), as shown on the plans. Include all planned work activities and sequences and show Contract completion within the number of working days specified. Incorporate major material procurements, known utility relocations, and other activities that may affect the completion of the Contract in the progress schedule. Show a beginning date, ending date, and duration in whole working days for each activity. Do not use activities exceeding 20 working days, except for agreed upon activities. Show an estimated production rate per working day for each work activity.

5.3. **Schedule Format**. Format all project schedules according to the following:

- Begin the project schedule on the date of the start of Contract time or start of activities affecting work on the project;
- Show the sequence and interdependence of activities required for complete performance of the work. If using a CPM schedule, show a predecessor and a successor for each activity; and
- Ensure all work sequences are logical and show a coordinated plan of the work.

CPM schedules must also include:

- Clearly and accurately identify the critical path as the longest continuous path;
- Provide a legend for all abbreviations, run date, data date, project start date, and project completion date in the title block of each schedule submittal; and
- Through the use of calendars, incorporate seasonal weather conditions into the schedule for work (e.g., earthwork, concrete paving, structures, asphalt, drainage, etc.) that may be influenced by temperature or precipitation. Also, incorporate non-work periods such as holidays, weekends, or other non-work days as identified in the Contract.

5.4. **Activity Format**. For each activity on the project schedule provide:

- A concise description of the work represented by the activity;
- An activity duration in whole working days;
- Code activities so that organized plots of the schedule may be produced.

CPM schedules must also include the quantity of work and estimated production rate for major items of work. Provide enough information for review of the work being performed.

5.5. **Schedule Types**.

5.5.1. **Bar Chart**. Seven calendar days before the preconstruction meeting, prepare and submit a hard copy of the schedule using the bar chart method.

5.5.1.1. **Progress Schedule Reviews**. Update the project schedule and submit a hard copy when changes to the schedule occur or when requested.

5.5.2. **Critical Path Method**. Prepare and submit the schedule using the CPM.

5.5.2.1. **Preliminary Schedule**. Seven calendar days before the preconstruction meeting, submit both the plotted and electronic copies of the project schedule showing work to be performed within the first 90 calendar days of the project.

5.5.2.2. **Baseline Schedule**. The baseline schedule will be considered the Contractor's plan to successfully construct the project within the time frame and construction sequencing indicated in the Contract. Submit both plotted and electronic copies of the baseline schedule. Submit 2 plots of the schedule: one organized with the activities logically grouped using the activity coding; and the other plot showing only the critical path determined by the longest path, not based on critical float.

Develop and submit the baseline schedule for review within the first 45 calendar days of the project unless the time for submission is extended.

5.5.2.2.1. **Review**. Within 15 calendar days of receipt of the schedule, the Engineer will evaluate, and inform the Contractor if the schedule has been accepted. If the schedule is not accepted, the Engineer will provide comments to the Contractor for incorporation. Provide a revised schedule based on the Engineer's comments, or reasons for not doing so within 10 calendar days. The Engineer's review and acceptance of the project schedule is for conformance to the requirements of the Contract documents only and does not relieve the Contractor of any responsibility for meeting the interim milestone dates (if specified) or the Contract completion date. Review and acceptance does not expressly or by implication warrant, acknowledge, or admit the reasonableness of the logic or durations of the project schedule. If the Contractor fails to define any element of work, activity, or logic and the Engineer's review does not detect this omission or error, the Contractor is responsible for correcting the error or omission.

Submit an acceptable baseline schedule before the 90th calendar day of the project unless the time for submission is extended.

5.5.2.3. **Progress Schedule**. Maintain the project schedule for use by both the Contractor and the Engineer. Submit both the plotted and electronic copy as it will become an as-built record of the daily progress achieved on the project. If continuous progress of an activity is interrupted for any reason except non-work periods (such as holidays, weekend, or interference from temperature or precipitation), then the activity will show the actual finish date as that date of the start of the interruption and the activity will be broken into a subsequent activity (or activities, based on the number of interruptions) similarly numbered with successive alpha character as necessary. The original duration of the subsequent activity will be that of the remaining duration of the original activity. Relationships of the subsequent activity will match those of the original activity so that the integrity of the project schedule logic is maintained. Once established, the original durations and actual dates of all activities must remain unchanged. Revisions to the schedule may be made as necessary.

The project schedule must be revised when changes in construction phasing and sequencing occur or other changes that cause deviation from the original project schedule occur. Any revisions to the schedule must be listed in the monthly update narrative with the purpose of the revision and description of the impact on the project schedule's critical path and project completion date. Create the schedule revision using the latest update before the start of the revision.

Monthly updating of the project schedule will include updating of:

- The actual start dates for activities started;
- The actual finish dates for activities completed;
- The percentage of work completed and remaining duration for each activity started but not yet completed; and
- The calendars to show days actual work was performed on the various work activities.

The cut-off day for recording monthly progress will be the last day of each month. Submit the updated project schedule no later than the 20th calendar day of the following month. The Engineer will evaluate the updated schedule within 5 calendar days of receipt and inform the Contractor if it has or has not been accepted. If the schedule is not accepted, the Engineer will provide comments to the Contractor for incorporation. Provide a revised schedule based on the Engineer's comments, or reasons for not doing so within 5 calendar days.

Provide a brief narrative in a bulleted statement format for major items that have impacted the schedule. Notify the Engineer if resource-leveling is being used.

5.5.2.3.1. **Project Schedule Summary Report (PSSR)**. When shown on the plans, provide the PSSR instead of the narrative required in Section 8.5.5.2.3., "Progress Schedule." The PSSR includes a listing of major items that have impacted the schedule as well as a summary of progress in days ahead or behind schedule. Include an explanation of the project progress for the period represented on the form provided by the Owner.

5.5.3. **Notice of Potential Time Impact**. Submit a "Notice of Potential Time Impact" when a Contract time extension or adjustment of milestone dates may be justified or when directed.

Failure to provide this notice in the time frames outlined above will compromise the Owner's ability to mitigate the impacts and the Contractor forfeits the right to request a time extension or adjustment of milestone dates unless the circumstances are such that the Contractor could not reasonably have had knowledge of the impact at the time.

5.5.4. **Time Impact Analysis**. When directed, provide a time impact analysis. A time impact analysis is an evaluation of the effects of impacts on the project. A time impact analysis consists of the following steps:

- **Step 1**. Establish the status of the project immediately before the impact.
- **Step 2**. Predict the effect of the impact on the schedule update used in Step 1.
- **Step 3**. Track the effects of the impact on the schedule during its occurrence.
- **Step 4**. Establish the status of the project after the impact's effect has ended and provide details identifying any mitigating actions or circumstances used to keep the project ongoing during the impact period.

Determine the time impact by comparing the status of the work before the impact (Step 1) to the prediction of the effect of the impact (Step 2), if requested, and to actual effects of the impact once it is complete (Step 4). Unless otherwise approved, Steps 1, 3, and 4, must be completed before consideration of a Contract time extension or adjustment of a milestone date will be provided. Time extensions will only be considered when delays that affect milestone dates or the Contract completion date are beyond the Contractor's control. Submit Step 4 no later than 15 calendar days after the impact's effects have ended or when all the information on the effect has been realized.

Submit one electronic backup copy of the complete time impact analysis and a copy of the full project schedule incorporating the time impact analysis. If the project schedule is revised after the submittal of a time impact analysis, but before its approval, indicate in writing the need for any modification to the time impact analysis.

The Engineer will review the time impact analysis upon completion of step 4. If this review detects revisions or changes to the schedule that had not been performed and identified in a narrative, the Engineer may reject the time impact analysis. If the Engineer is in agreement with the time impact analysis, a change order may be issued to grant additional working days, or to adjust interim milestones. Once a change order has

been executed, incorporate the time impact analysis into the project schedule. The time impact analysis may also be used to support the settlement of disputes and claims. Compensation related to the time impact analysis may be provided at the completion of the analysis or the completion of the project to determine the true role the impact played on the final completion.

The work performed under this article will not be measured or paid for directly but will be subsidiary to pertinent items.

6. FAILURE TO COMPLETE WORK ON TIME

The time established for the completion of the work is an essential element of the Contract. If the Contractor fails to complete the work within the number of working days specified, working days will continue to be charged. Failure to complete the Contract, a separate work order, or callout work within the number of working days specified, including any approved additional working days, will result in liquidated damages for each working day charged over the number of working days specified in the Contract. The dollar amount specified in the Contract Documents will be deducted from any money due or to become due the Contractor for each working day the Contract remains incomplete. This amount will be assessed not as a penalty but as liquidated damages.

7. DEFAULT OF THE CONTRACT

7.1. **Declaration of Default.** The Engineer may declare the Contractor to be in default of the Contract if the Contractor:

- fails to begin the work within the number of days specified,
- fails to prosecute the work to assure completion within the number of days specified,
- is uncooperative, disruptive or threatening,
- fails to perform the work in accordance with the Contract Documents requirements,
- neglects or refuses to remove and replace rejected materials or unacceptable work,
- discontinues the prosecution of the work without the Engineer's approval,
- makes an unauthorized assignment,
- fails to resume work that has been discontinued within a reasonable number of days after notice to do so,
- fails to conduct the work in an acceptable manner,
- commits fraud or other unfixable conduct as determined by the Owner, or
- otherwise fails to comply with the terms and conditions of the Contract documents.

If any of these conditions occur, the Engineer will give notice in writing to the Contractor and the Surety of the intent to declare the Contractor in default. If the Contractor does not proceed as directed within 10 days after the notice, the Owner will provide written notice to the Contractor and the Surety to declare the Contractor to be in default of the Contract. The Owner will also provide written notice of default to the Surety. If the Contractor provides the Owner written notice of voluntary default of the Contract, the Owner may waive the 10 day notice of intent to declare the Contractor in default and immediately provide written notice of default to the Contractor and the Surety. Working day charges will continue until completion of the Contract. The Owner may suspend work in accordance with Section 8.4., "Temporary Suspension of Work or Working Day Charges," to investigate apparent fraud or other unfixable conduct before defaulting the Contractor. The Contractor may be subject to sanctions under the state and/or federal laws and regulations.

The Owner will determine the method used for the completion of the remaining work as follows:

- **Contracts without Performance Bonds**. The Owner will determine the most expeditious and efficient way to complete the work, and recover damages from the Contractor.
- **Contracts with Performance Bonds**. The Owner will, without violating the Contract, demand that the Contractor's Surety complete the remaining work in accordance with the terms of the original Contract. A completing Contractor will be considered a subcontractor of the Surety. The Owner reserves the right

to approve or reject proposed subcontractors. Work may resume after the Owner receives and approves Certificates of Insurance as required in Section 3.4.3., "Insurance." Certificates of Insurance may be issued in the name of the completing Contractor. The Surety is responsible for making every effort to expedite the resumption of work and completion of the Contract. The Owner may complete the work using any or all materials at the work locations that it deems suitable and acceptable. Any costs incurred by the Owner for the completion of the work under the Contract will be the responsibility of the Surety.

From the time of notification of the default until work resumes (either by the Surety or the Owner), the Owner will maintain traffic control devices and will do any other work it deems necessary, unless otherwise agreed upon by the Owner and the Surety. All costs associated with this work will be deducted from money due to the Surety.

The Owner will hold all money earned but not disbursed by the date of default. Upon resumption of the work after the default, all payments will be made to the Surety. All costs and charges incurred by the Owner as a result of the default, including the cost of completing the work under the Contract, costs of maintaining traffic control devices, costs for other work deemed necessary, and any applicable liquidated damages or disincentives will be deducted from money due the Contractor for completed work. If these costs exceed the sum that would have been payable under the Contract, the Surety will be liable and pay the Owner the balance of these costs in excess of the Contract price. In case the costs incurred by the Owner are less than the amount that would have been payable under the Contract if the work had been completed by the Contractor, the Owner will be entitled to retain the difference.

Comply with Article 8.2., "Subcontracting," and abide by the DBE/HUB/SBE commitments previously approved by the Owner .

No markups as defined in Article 9.7., "Payment for Extra Work and Force Account Method," will be allowed for the Surety.

7.2. **Wrongful Default**. Submit a written request to the Owner within 14 calendar days of receipt of the notice of default for consideration of wrongful default.

The Owner will determine if the Contractor has been wrongfully defaulted, and will proceed with the following:

- If the Owner determines the default is proper, the default will remain. If the Contractor is in disagreement, the Contractor may file a claim in accordance with Article 4.7., "Dispute or Claims Procedure."
- If the Owner determines it was a wrongful default, the Owner will terminate the Contract for convenience, in accordance with Article 8.8., "Termination of the Contract."

8. TERMINATION OF THE CONTRACT

The Owner may terminate the Contract in whole or in part whenever:

- the Contractor is prevented from proceeding with the work as a direct result of an executive order of the President of the United States or the Governor of the State;
- the Contractor is prevented from proceeding with the work due to a national emergency, or when the work to be performed under the Contract is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor as the result of an order or a proclamation of the President of the United States;
- the Contractor is prevented from proceeding with the work due to an order of any federal authority;
- the Contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining court order where the issuance of the restraining order is primarily caused by acts or omissions of persons or agencies other than the Contractor;
- the Owner determines that termination of the Contract is in the best interest of the Owner or the public. This includes, but is not limited to, the discovery of significant hazardous material problems, right of way

acquisition problems, or utility conflicts that would cause substantial delays or expense to the Contract, or

- as otherwise set forth in the Contract Documents.

8.1. **Procedures and Submittals**. The Engineer will provide written notice to the Contractor of termination specifying the extent of the termination and the effective date. Upon notice, immediately proceed in accordance with the following:

- stop work as specified in the notice;
- place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete a critical portion of the Contract, as approved;
- terminate all subcontracts to the extent they relate to the work terminated;
- complete performance of the work not terminated;
- settle all outstanding liabilities and termination settlement proposals resulting from the termination for public convenience of the Contract;
- create an inventory report, including all acceptable materials and products obtained for the Contract that have not been incorporated in the work that was terminated (include in the inventory report a description, quantity, location, source, cost, and payment status for each of the acceptable materials and products); and
- take any action necessary, or that the Engineer may direct, for the protection and preservation of the materials and products related to the Contract that are in the possession of the Contractor and in which the Owner has or may acquire an interest.

8.2. **Settlement Provisions**. Within 60 calendar days of the date of the notice of termination, submit a final termination settlement proposal, unless otherwise approved. The Engineer will prepare a change order that reduces the affected quantities of work and adds acceptable costs for termination. No claim for loss of anticipated profits will be considered. The Owner will pay reasonable and verifiable termination costs including:

- all work completed at the unit bid price and partial payment for incomplete work;
- the percentage of Item 500, “Mobilization,” equivalent to the percentage of work complete or actual cost that can be supported by cost records, whichever is greater;
- expenses necessary for the preparation of termination settlement proposals and support data;
- the termination and settlement of subcontracts;
- storage, transportation, restocking, and other costs incurred necessary for the preservation, protection, or disposition of the termination inventory; and
- other expenses acceptable to the Owner.

Item 9L
Measurement and Payment

1. MEASUREMENT OF QUANTITIES

The Engineer will measure all completed work using United States standard measures, unless otherwise specified.

1.1. **Linear Measurement**. Unless otherwise specified, all longitudinal measurements for surface areas will be made along the actual surface of the roadway and not horizontally. No deduction will be made for structures in the roadway with an area of 9 sq. ft. or less. For all transverse measurements for areas of base courses, surface courses, and pavements, the dimensions to be used in calculating the pay areas will be the neat dimensions and will not exceed those shown on the plans, unless otherwise directed.

1.2. **Volume Measurement**. Transport materials measured for payment by volume in approved hauling vehicles. Display a unique identification mark on each vehicle. Furnish information necessary to calculate the volume capacity of each vehicle. The Engineer may require verification of volume through weight measurement. Use body shapes that allow the capacity to be verified. Load and level the load to the equipment's approved capacity. Loads not hauled in approved vehicles may be rejected.

1.3. **Weight Measurement**. Transport materials measured for payment by weight or truck measure in approved hauling vehicles. Furnish certified measurements, tare weights, and legal gross weight calculations for all haul units. Affix a permanent, legible number on the truck and on the trailer to correspond with the certified information. Furnish certified weights of loaded haul units transporting material if requested.

The material will be measured at the point of delivery. The cost of supplying these volume and weight capacities is subsidiary to the pertinent item. For measurement by the ton, in the field, provide measurements in accordance with Item 520, "Weighing and Measuring Equipment," except for items where ton measurements are measured by standard tables.

The Engineer may reject loads and suspend hauling operations for overloading.

1.3.1. **Hauling on Routes Accessible to the Traveling Public**. For payment purposes on haul routes accessible to the traveling public, the net weight of the load will be calculated as follows:

- If the gross vehicle weight is less than the maximum allowed by state law, including applicable yearly weight tolerance permit, the net weight of the load will be determined by deducting the tare weight of the vehicle from the gross weight.
- If the gross vehicle weight is more than the maximum allowed by state law, including applicable yearly weight tolerance permit, the net weight of the load will be determined by deducting the tare weight of the vehicle from the maximum gross weight allowed.

1.3.2. **Hauling on Routes Not Accessible to the Traveling Public**. For payment purposes on haul routes that are not accessible to the traveling public where advance permission is obtained in writing from the Engineer:

- If the gross vehicle weight is less than the maximum allowed, including applicable yearly weight tolerance permit, the net weight of the load will be determined by deducting the tare weight of the vehicle from the gross weight.
- If the gross vehicle weight is more than the maximum allowed, the net weight of the load will be determined by deducting the tare weight of the vehicle from the maximum gross weight allowed.

2. PLANS QUANTITY MEASUREMENT

Plans quantities may or may not represent the exact quantity of work performed or material moved, handled, or placed during the execution of the Contract. The estimated bid quantities are designated as final payment quantities, unless revised by the governing specifications or this article.

If the quantity measured as outlined under "Measurement" varies by more than 5% (or as stipulated under "Measurement" for specific Items) from the total estimated quantity for an individual item originally shown in the Contract, an adjustment may be made to the quantity of authorized work done for payment purposes.

When quantities are revised by a change in design approved by the Owner, by change order, or to correct an error on the plans, the plans quantity will be increased or decreased by the amount involved in the change, and the 5% variance will apply to the new plans quantity.

If the total Contract quantity multiplied by the unit bid price for an individual item is less than $250 and the item is not originally a plans quantity item, then the item may be paid as a plans quantity item if the Engineer and Contractor agree in writing to fix the final quantity as a plans quantity.

For Contracts with callout work and work orders, plans quantity measurement requirements are not applicable.

3. ADJUSTMENT OF QUANTITIES

The party to the Contract requesting the adjustment will provide field measurements and calculations showing the revised quantity. When approved, this revised quantity will constitute the final quantity for which payment will be made. Payment for revised quantity will be made at the unit price bid for that item, except as provided for in Article 4.4., "Changes in the Work."

4. SCOPE OF PAYMENT

Payment of the Contract unit price is full compensation for all materials, equipment, labor, tools, and supplies necessary to complete the item of work under the Contract. Until final acceptance in accordance with Article 5.12., "Final Acceptance," assume liability for completing the work according to the Contract documents and any loss or damage arising from the performance of the work or from the action of the elements, infringement of patent, trademark, or copyright, except as provided elsewhere in the Contract.

The Owner will only pay for material incorporated into the work in accordance with the Contract. Payment of progress estimates will in no way affect the Contractor's obligation under the Contract to repair or replace any defective parts in the construction or to replace any defective materials used in the construction and to be responsible for all damages due to defects if the defects and damages are discovered on or before final inspection and acceptance of the work.

5. PROGRESS PAYMENTS

The Owner shall make payment in the manner and within the time provided in the Contract Documents and in accordance with Chapter 2251 of the Texas Government Code.

6. INTENTIONALLY DELETED

7. PAYMENT FOR EXTRA WORK AND FORCE ACCOUNT METHOD

Payment for extra work directed, performed, and accepted will be made in accordance with Article 4.4., "Changes in the Work." Payment for extra work may be established by agreed unit prices or by Force Account Method.

Agreed unit prices are unit prices that include markups and are comparable to recent bid prices for the same character of work. These unit prices may be established without additional breakdown justification.

When using Force Account Method, determine an estimated cost for the proposed work and establish labor and equipment rates and material costs. Maintain daily records of extra work and provide copies of these records daily, signed by the Contractor's representative, for verification by the Engineer. Request payment for the extra work no later than the 10th day of the month following the month in which the work was performed. Include copies of all applicable invoices. If the extra work to be performed has an estimated cost of less than $10,000, submit for approval and payment an invoice of actual cost for materials, equipment, labor, tools, and incidentals necessary to complete the extra work.

7.1. **Markups**. Payment for extra work may include markups as compensation for the use of small tools, overhead expense, and profit as provided by the Contract Documents.

7.1.1. **Labor**. Compensation will be made for payroll rates for each hour that the labor, foremen, or other approved workers are actually engaged in the work. In no case will the rate of wages be less than the minimum shown in the Contract for a particular category. An additional 25% of this sum will be paid as compensation for overhead, superintendence, profit, and small tools.

7.1.2. **Insurance and Taxes**. An additional 55% of the labor cost, excluding the 25% compensation provided in Section 9.7.1.1., "Labor," will be paid as compensation for labor insurance and labor taxes including the cost of premiums on non-project-specific liability (excluding vehicular) insurance, workers compensation insurance, Social Security, unemployment insurance taxes, and fringe benefits.

7.1.3. **Materials**. Compensation will be made for materials associated with the work based on actual delivered invoice costs, less any discount. An additional 25% of this sum will be paid as compensation for overhead and profit.

7.1.4. **Equipment**. Payment will be made for the established equipment hourly rates for each hour that the equipment is involved in the work. An additional 15% of this sum will be paid as compensation for overhead and profit not included in the rates.

Transportation cost for mobilizing equipment will be included if the equipment is mobilized from an off-site location.

7.1.4.1. **Contractor-Owned Equipment**. For Contractor-owned machinery, trucks, power tools, or other equipment, use the FHWA rental rates found in the *Rental Rate Blue Book* multiplied by the regional adjustment factor and the rate adjustment factor to establish hourly rates. Use the rates in effect for each section of the *Rental Rate Blue Book* at the time of use.

If a rate has not been established for a particular piece of equipment in the *Rental Rate Blue Book*, the Engineer will allow a reasonable hourly rate. This price will include operating costs.

Payment for equipment will be made for the actual hours used in the work. The Owner reserves the right to withhold payment for low production or lack of progress. Payment will not be made for time lost for equipment breakdowns, time spent to repair equipment, or time after equipment is no longer needed.

If equipment is used intermittently while dedicated solely to the work, payment will be made for the duration the equipment is assigned to the work but no more than 8 hours will be paid during a 24-hour day, nor more than 40 hours per week, nor more than 176 hours per month, except when time is computed using a six-day

or seven-day workweek. When using a six-day workweek, no more than 8 hours will be paid during a 24-hour day, nor more than 48 hours per week, nor more than 211 hours per month. When using a seven-day workweek, no more than 8 hours will be paid during a 24-hour day, nor more than 56 hours per week, nor more than 246 hours per month.

7.1.4.2. **Equipment Not Owned by the Contractor**. For equipment rented from a third party not owned by the Contractor, payment will be made at the invoice daily rental rate for each day the equipment is needed for the work. The Owner reserves the right to limit the daily rate to comparable *Rental Rate Blue Book* rates. When the invoice specifies that the rental rate does not include fuel, lubricants, repairs, and servicing, the *Rental Rate Blue Book* hourly operating cost for each hour the equipment is operated will be added.

When the invoice specifies equipment operators as a component of the equipment rental, payment will be made at the invoice rate for each operator for each day the equipment is needed for the work.

7.1.4.3. **Standby Equipment Costs**. Payment for standby equipment will be made in accordance with Section 9.7.1.4., "Equipment," except that:

7.1.4.3.1. **Contractor-Owned Equipment**. For Contractor-owned machinery, trucks, power tools, or other equipment:

- Standby will be paid at 50% (to remove operating cost) of the FHWA rental rates found in the *Rental Rate Blue Book* multiplied by the regional adjustment factor and the rate adjustment factor.
- Standby costs will not be allowed during periods when the equipment would have otherwise been idle.

7.1.4.3.2. **Equipment Not Owned by the Contractor**. For equipment rented from a third party not owned by the Contractor:

- Standby will be paid at the invoice daily rental rate, excluding operating cost, which includes fuel, lubricants, repairs, and servicing. The Owner reserves the right to limit the daily standby rate to comparable FHWA rental rates found in the *Rental Rate Blue Book* multiplied by the regional adjustment factor and the rate adjustment factor.
- Standby will be paid for equipment operators when included on the invoice and equipment operators are actually on standby.
- Standby costs will not be allowed during periods when the equipment would have otherwise been idle.

7.1.5. **Subcontracting**. An additional 5% of the actual invoice cost will be paid to the Contractor as compensation for administrative cost, superintendence, and profit.

7.1.6. **Law Enforcement**. An additional 5% of the actual invoice cost will be paid as compensation for administrative costs, superintendence, and profit.

7.1.7. **Railroad Flaggers**. An additional 5% of the actual invoice cost will be paid as compensation for administrative cost, superintendence, and profit.

7.1.8. **Bond Cost**. An additional 1% of the total compensation provided in Article 9.7., "Payment for Extra Work and Force Account Method," will be paid for the increase in bond.

8. RETAINAGE

The Owner may withhold retainage on the Contractor pursuant to the Contract Documents. The Contractor may withhold retainage on subcontractors in accordance with state and federal regulations.

9. PAYMENT PROVISIONS FOR SUBCONTRACTORS

For the purposes of this article only, the term subcontractor includes suppliers and the term work includes materials provided by suppliers at a location approved by the Engineer.

These requirements apply to all tiers of subcontractors. Incorporate the provisions of this article into all subcontract or material purchase agreements.

Pay subcontractors for work performed within 10 days after receiving payment for the work performed by the subcontractor. Also, pay any retainage on a subcontractor's work within 10 days after satisfactory completion of all of the subcontractor's work. Completed subcontractor work includes vegetative establishment, test, maintenance, performance, and other similar periods that are the responsibility of the subcontractor.

For the purpose of this section, satisfactory completion is accomplished when:

- the subcontractor has fulfilled the Contract requirements of both the Owner and the subcontract for the subcontracted work, including the submittal of all information required by the specifications and the Owner; and
- the work done by the subcontractor has been inspected, approved, and paid by the Owner.

Provide a certification of prompt payment in accordance with the Owner's prompt payment procedure to certify that all subcontractors and suppliers were paid from the previous months payments and retainage was released for those whose work is complete. Submit the completed form each month and the month following the month when final acceptance occurred at the end of the project.

The inspection and approval of a subcontractor's work does not eliminate the Contractor's responsibilities for all the work as defined in Article 7.17., "Contractor's Responsibility for Work."

The Owner may pursue actions against the Contractor, including withholding of estimates and suspending the work, for noncompliance with the subcontract requirements of this section upon receipt of written notice with sufficient details showing the subcontractor has complied with contractual obligations.

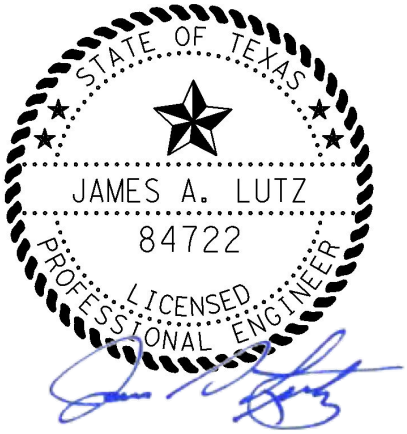
10. FINAL PAYMENT

When the Contract has been completed, all work has been approved, final acceptance has been made in accordance with Article 5.12., "Final Acceptance," and Contractor submittals have been received, the Engineer will prepare a final estimate for payment showing the total quantity of work completed and the money owed the Contractor. The final payment will reflect the entire sum due, less any sums previously paid.

Engineers Seal Page

Control:	0914-05-191
Project:	STP1802(205)TP
Highway:	Brushy Creek Trail
County:	Williamson

"The enclosed specifications, special specifications, special provisions, general notes and specification data in this document have been issued by me or under my responsible supervision as being applicable to this project. Alteration of a sealed document without proper notification of the responsible engineer is an offense under the Texas Engineering Practice Act."



The seal appearing on this document was authorized by James Lutz, P.E. on August 3, 2018.

Project Number: STP1802(205)TP **Control:** 0914-05-191
County: Williamson
Highway: Brushy Creek Trail

GENERAL NOTES: Version September 6, 2016

Basis of Estimate

Item	Description	**Rate
**204	**Sprinkling**	
	(Dust)	30 GAL/CY
	(Item 132)	30 GAL/CY
	(Item 247)	30 GAL/CY
**210	**Roll (Flat Wheel)**	
	(Item 247)	1 HR/200 TON
**210	**Roll (Tamping and Heavy Tamping)**	1 HR/200 CY
**210	**Roll (Lt Pneumatic Tire)**	
	(Item 132)	1 HR/500 CY
	(Item 247)	1 HR/200 TON
247	**Flexible Base (CMP IN PLC)**	132 LB/CF

** For Informational Purposes Only

GENERAL

Perform work during good weather. If work is damaged by a weather event, the Contractor is responsible for all costs associated with replacing damaged work.

References to manufacturer's trade name or catalog numbers are for the purpose of identification only. Similar materials from other manufacturers are permitted if they are of equal quality, comply with the specifications for this project, and are approved.

If work is performed at Contractor's option, when inclement weather is impending, and the work is damaged by subsequent precipitation, the Contractor is responsible for all costs associated with replacing the work, if required.

The roadbed will be free of organic material prior to placing any section of the pavement structure.

Equip all construction equipment used in roadway work with highly visible omnidirectional flashing warning lights.

Use a self-contained vacuum broom to sweep the roadway and keep it free of sediment as directed. The contractor will be responsible for any sweeping above and beyond the normal maintenance required to keep fugitive sediment off the roadway as directed by the Engineer.

Protect all areas of the right of way, which are not included in the actual limits of the proposed construction areas, from disturbance. Restore any area disturbed because of the Contractor's operations to a condition as good as, or better than, before the beginning of work at no cost to the state.

Damage to existing pipes and SET's due to Contractor operations will be repaired at Contractor's expense.

All locations used for storing construction equipment, materials, and stockpiles of any type, within the right of way, will be as directed. Use of right of way for these purposes will be restricted to those locations where driver sight distance to businesses and side street intersections is not

obstructed and at other locations where an unsightly appearance will not exist. The Contractor will not have exclusive use of right of way but will cooperate in the use of the right of way with the city/county and various public utility companies as required.

ITEM 5 – CONTROL OF THE WORK
Mark and maintain 100-foot station intervals for the duration of the project, as directed. Consider subsidiary to pertinent Items.

Electronic Shop Drawing Submittals:
Submit Electronic Shop Drawing Submittals according to the current **Guide to Electronic Shop Drawing Submittal (GESDS).** For instructions on submitting shop drawings electronically go to TxDOT website (Business with TxDOT > Bridge Information > Shop Drawings. File is titled: **Guide to Electronic Shop Drawing Submittal.**)

For information on the electronic shop plan process, please visit the Bridge Division/Fabrication Branch web pages at: http://www.txdot.gov/business/resources/specifications/shop-drawings.html
The Guide to Electronic Shop Drawing Submittal at:
ftp://ftp.dot.state.tx.us/pub/txdot-info/library/pubs/bus/bridge/e_submit_guide.pdf
and the Submittal Requirements table at:
ftp://ftp.dot.state.tx.us/pub/txdot-info/library/pubs/bus/bridge/electronic_submission.pdfhave been updated to include additional guidance on segmental bridge submittals.

And

Copies of the standard shop drawings are on file with Traffic Operations Division, Bridge Division, and the Materials Section of Construction Division. Additional shop drawings for roadway illumination assemblies built in conformance with these drawings are not required. Pre-approved shop drawing manufacturers and assembly model numbers can be found at TxDOT website (Business with TxDOT > Materials Information > Material Producer List. Category is Roadway Illumination and Electrical Supplies

1. **In the E-mail "To:" box place the E-mail address to the following:**

Submit all Shop Drawings (and Working Drawings, if/when required), which do not require direct submittal to the **Bridge Division Fabrication Section**, electronically, to the following address:

Georgetown Area	Nathan Wright	Nathan.Wright@txdot.gov	AUS_GE-ShopReview@txdot.gov

And

Consultant E-Mail Contact:

Pape-Dawson Engineers	Derek Mueller	DMueller@pape-dawson.com

2. In the e-mail "CC:" or "Copy To:" box place the following E-mail addresses:

In every e-mail submittal, the "CC:" or "Copy To:" line of the header will include the following e-mail addresses:

a. Contractor's Contact:

AND

b. Area Office Contact:

Georgetown Area	Nathan Wright	Nathan.Wright@txdot.gov	AUS_GE-ShopReview@txdot.gov

ITEM 6 - CONTROL OF MATERIALS

Give a minimum of 1 business day notice for materials, which require inspection at the Plant.

ITEM 7 – LEGAL RELATIONS AND RESPONSIBILITIES

Refer to the Environmental Permits, Issues and Commitments (EPIC) plan sheets for additional requirements and permits.

When any abandoned well is encountered, cease construction operations in this area and notify the Engineer who will coordinate the proper plugging procedures. A water well driller licensed in the State of Texas must be used to plug a well.

Erosion control and stabilization measures must be initiated immediately in portions of the site where construction activities have temporarily ceased and will not resume for a period exceeding 14 calendar days. Track all exposed soil, stockpiles, and slopes. Tracking consists of operating a tracked vehicle or equipment up and down the slope, leaving track marks perpendicular to the direction of the slope. Re-track slopes and stockpiles after each rain event or every 14 days, whichever occurs first. This work is subsidiary.

Perform maintenance of vehicles or equipment at designated maintenance sites. Keep a spill kit on-site during fueling and maintenance. This work is subsidiary.

Maintain positive drainage for permanent and temporary work for the duration of the project. Be responsible for any items associated with the temporary or interim drainage and all related maintenance. This work is subsidiary.

Suspend all activities near any significant recharge features, such as sinkholes, caves, or any other subterranean openings that are discovered during construction or core sampling. Do not proceed until the designated Geologist or TCEQ representative is present to evaluate and approve remedial action.

Locate aboveground storage tanks kept on-site for construction purposes in a contained area as to not allow any exposure to soils. The containment will be sized to capture 150% of the total capacity of the storage tanks.

PSL in Edwards Aquifer Recharge and Contributing Zone
Obtain written approval from the Engineer for all on or off right of way PSLs not specifically addressed in the plans. Provide a signed SW3P sketch of the location 30 business days prior to use of the PSL. Include a list of materials, equipment and portable facilities that will be stored at the PSL.

PSL in USACE Jurisdictional Area
Do not initiate activities in a PSL associated with a U.S. Army Corps of Engineers (USACE) jurisdictional area that have not been previously evaluated by the USACE as part of the permit review of this project. Such activities include, but are not limited to, haul roads, equipment staging areas, borrow and disposal sites. Associated defined here means materials are delivered to or from the PSL. The jurisdictional area includes all waters of the U.S. including wetlands or associated wetlands affected by activities associated with this project. Special restrictions may be required for such work. Consult with the USACE regarding activities, including PSLs that have not been previously evaluated by the USACE. Provide the Department with a copy of all USACE coordination and approvals before initiating activities.

Proceed with activities in PSLs that do not affect a USACE jurisdictional area if self-determination has been made that the PSL is non-jurisdictional or proper clearances have been obtained in USACE jurisdictional areas or have been previously evaluated by the USACE as part of the permit review of this project. Document any determinations that PSL activities do not affect a USACE jurisdictional area. Maintain copies of PSL determinations for review by the Department or any regulatory agency. The Contractor must document and coordinate with the USACE, if required, before any excavation material hauled from or embankment material hauled into a USACE jurisdictional area by either (1) or (2) below.

1. **Restricted Use of Materials for the Previously Evaluated Permit Areas.** When an area within the project limits has been evaluated by the USACE as part of the permit process for this project:
    a. suitable excavation of required material in the areas shown on the plans and cross sections as specified in Standard Specification Item 110, Excavation is used for permanent or temporary fill within a USACE jurisdictional area;
    b. suitable embankment from within the USACE jurisdictional area is used as fill within a USACE evaluated area;
    c. Unsuitable excavation or excess excavation that is disposed of at an approved location within a USACE evaluated area.
2. **Contractor Materials from Areas Other than Previously Evaluated Areas.** Provide the Department with a copy of all USACE coordination and approvals before initiating any activities in a jurisdictional area within the project limits that has not been evaluated by the USACE or for any off right of way locations used for the following, but not limited to, haul roads, equipment staging areas, borrow and disposal sites:
    a. Standard Specification Item 132, Embankment is used for temporary or permanent fill within a USACE jurisdictional area;
    b. Unsuitable excavation or excess excavation that is disposed of outside a USACE evaluated area.

Work over or near Bodies of Water (Lakes, Rivers, Ponds, Creeks, etc.).
Keep on site a universal spill kit adequate for the body of water and the work being performed. No debris is allowed to fall into a body of water. Debris that falls into the water must be removed at the end of each work day. Debris that falls into the floodway must be removed at the end of each work week or prior to a rain event. This work is subsidiary.

Migratory Birds and Bats.
Migratory birds and bats may be nesting within the project limits and concentrated on roadway structures such as bridges and culverts. Remove all old and unoccupied migratory bird nests from any structures, trees, etc. between September 1st and January 31st. Prevent migratory birds from re-nesting or perform construction activities between February 1st and August 31st.

All methods used for the removal of old bird or bat nesting areas and the prevention of re-nesting must be approved by the Engineer well in advance of the planned use.

In the event that any active nests are encountered on-site during construction, all construction activity within the immediate vicinity of the nest must cease immediately. Contact the Engineer to determine how to proceed.

No extension of time or compensation payment will be granted for a delay or suspension of work caused by migratory birds or bats. This work is subsidiary.

Additional Environmental Requirements

TxDOT recognizes the particular sensitivity of certain features in the project area that warrant additional consideration with respect to the preservation of water quality and quantity. These include all operations within the limits of the 100-year floodplain associated with Brushy Creek. Therefore, along with the water quality protection BMPs that would be included in the WPAP and SWP3, TxDOT proposes the following goals and specific measures. The specific measures listed below would be incorporated into the project's plan set and would become a binding part of the project's bid documents.

1. TxDOT has redesigned the boardwalk and piers to avoid contact with groundwater and surface water during construction activities. Piers have been shortened to 10 feet in depth to avoid hitting groundwater (per the geotechnical information gathered during the project development phase). Test bores would be drilled during construction to establish pier locations that would not hit void space or groundwater and no deeper than proposed depths in most cases.
2. TxDOT would be committed to minimizing disturbed areas and protecting natural vegetation, especially in the vicinity of sensitive recharge features and major drainage pathways.
    - Springs and seeps would have construction exclusion zones established around them that would include sedimentation control BMPs. These areas would be demarcated with orange construction fencing and noted on the plans documents. No construction work would take place within these areas.
    - Disturbance would be minimized to the greatest extent practicable to minimize erosion in the vicinity of Brushy Creek.

- Disturbed areas would be stabilized as soon as practicable.

3. TxDOT would be committed to minimizing erosion and preventing sediment from leaving the project site.
   - Measures would be taken to prevent escaped sediment from being carried from the project site into Brushy Creek. In addition to the erosion and sediment control BMPs, work within the 100-year floodplain of Brushy Creek would be scheduled during periods of low-flow or no flow.
4. Within the limits of the 100-year floodplain: All drill tailings shall be removed daily
   - Overnight storage of equipment and materials (including stockpiles) shall be prohibited
   - Equipment refueling shall be prohibited
5. Drill Shafts shall not be constructed using Slurry Displacement Methods or petroleum-based drilling fluids or lubricants.
6. If, during subsurface activities over the Edwards Aquifer Recharge Zone, groundwater or large karst voids are encountered (greater than 6 inches in any direction),
   - drilled shafts shall be encased in steel in the following manner:
     - In cases of large voids above the water table, steel casing shall extend no less than 24 inches above and 24 inches below the extent of the void
     - In cases of groundwater contact, steel casing shall extend from the bottom of the bore to no less than 24 inches above groundwater contact on the day of pouring
   - The project contractor hired by TxDOT would supply a licensed Professional Geoscientist (PG) as required by the Edwards Aquifer Rules.
     - If voids are encountered during construction, all work would stop up to 25 feet from the void site and the PG would perform an initial geologic assessment. The buffer distance may be greater if the PG or karst biologist deems appropriate.
     - If the PG determines that the feature provides potential habitat for listed karst invertebrate species, a karst biologist holding an appropriate Section 10(a)(l)(A) permit would inspect the feature to determine its scientific or conservation value.
     - The surface expression of the void would be covered between the time the void is opened and the time that a karst biologist is available to inspect it, in order to minimize the influence of diurnal variations in surface temperature and to retain moisture.
     - Hazard fencing or barricades would be used to protect the area if there is a fall hazard, such as the case of an open shaft.
     - Appropriate BMPs, including the installation of silt fencing and/or silt socks and immediate area work stoppage, would be implemented to minimize surface runoff from entering the feature.

ITEM 8 – PROSECUTION AND PROGRESS

Electronic versions of schedules will be saved in Primavera P6 format.

A CPM schedule in Primavera format and a PSSR is required. Use software fully compatible with Primavera P6.

ITEM 100 - PREPARING RIGHT OF WAY
Prep ROW must not begin until trees designated for preservation have been protected, items listed in the EPIC have been addressed, and SW3P controls installed. Burning brush is not allowed.

Follow requirements of Item 752 and corresponding general notes when working on or within the drip line of a tree when the diameter 4.5 ft. above the ground is 12 in. or greater.

Unless shown otherwise in the plans, perform pruning or removal for areas within 30' of edge of pavement under construction. Trim or remove vegetation along sidewalks, along paths, along guard fence, along rails, around signs, markers, and structures to provide visibility to traveling public, line of sight for travelers, and 5' of clearance. Trim to provide a minimum of 14' vertical clearance under all trees. Use work methods described in Item 752. Flailing equipment is not allowed on oak trees or in urban areas. This work is subsidiary.

Use hand methods or other means of removal if doing work by mechanical methods is impractical. This work is subsidiary.

Backfill material will be Type B Embankment using ordinary compaction.

ITEM 110 – EXCAVATION
The Engineer will define unsuitable material.

ITEM 132 – ALL EMBANKMENT
At no time will the retaining wall backfill material exceed the adjacent embankment operation by more than one lift. At no time will the embankment adjacent to the retaining wall backfill exceed the wall backfill by any elevation.

The Engineer will define unsuitable material. Material which the Contractor might deem to be unsuitable due to moisture content will not be considered unsuitable material.

Prior to begin embankment of existing area, correct or replace unstable material to a depth of 6" below existing grade. Embankment areas will be inspected prior to beginning work.

Rock or broken concrete produced by the project is allowed in earth embankments. The size of the rock or broken concrete will not exceed the layer thickness requirements in Section 132.3.4., "Compaction Methods." The material will not be placed vertically within 5' of the finished subgrade elevation.

Embankment placed vertically within 5' of the finished subgrade elevation or within the edges of the subgrade and treated with lime, cement, or other calcium based additives must have a sulfate content less than 3000 ppm. Allow 5 business days for testing. Treatment of sulfate material 3000 ppm to 7000 ppm requires 7 days of mellowing and continuous water curing, in accordance TxDOT guidelines for Treatment of Sulfate-Rich Soils and Bases in Pavement Structures (9/2005). Material over 7000 ppm is not allowed.

ITEM 168 – VEGETATIVE WATERING
Water all areas of project to be seeded or sodded.

Maintain the seedbed in a condition favorable for the growth of grass. Watering can be postponed immediately after a rainfall on the site of ½ inch or greater, but will be resumed before the soil dries out. Continue watering until final acceptance.

Vegetative watering rates and quantities are based on ¼ inch of watering per week over a 3-month watering cycle. The actual rates used and paid for will be as directed and will be based on prevailing weather conditions to maintain the seedbed.

Obtain water at a source that is metered (furnish a current certification of the meter being used) or furnish the manufacturer's specifications showing the tank capacity for each truck used. Notify the Engineer, each day that watering takes place, before watering, so that meter readings or truck counts can be verified.

ITEM 204 – SPRINKLING
Apply water for dust control as directed. When dust control is not being maintained, cease operations until dust control is maintained. Consider subsidiary to the pertinent Items.

ITEM 216 - PROOF ROLLING
Correct and perform "Proof Rolling" retest at the Contractor's expense, to the satisfaction of the Engineer, when initial "Proof Rolling" yields a failing result.

ITEM 247 - FLEXIBLE BASE
The lift thickness will be 4" to 6" unless shown in the plans. When compacted in multiple lifts, the density of the bottom and middle lifts will be 95% and 98% of the maximum dry density, respectively.

Correction of subgrade soft spots is subsidiary.

Complete all subgrade, ditches, slopes, and place all drainage structures to conform to required lines, grades, and cross-sections, as shown and directed, prior to the placement of Flex Base.

Do not use a vibratory

ITEM 400 - EXCAVATION AND BACKFILL FOR STRUCTURES
Backfill the bridge ends in accordance with the limits shown on TxDOT "CSAB" Standard. Use material in accordance with "CSAB" or Item 423, Type BS. The "CSAB" optional bond breaker materials are allowed. This work is subsidiary.

ITEM 416 - DRILLED SHAFT FOUNDATIONS
Stake all Foundations, for approval, before beginning drilling operations.

Remove spoils from a flood plain at the end of each work day.

ITEM - 420, 425, 441, & 462
Notify the Austin District Bridge Engineer prior to opening each phase of bridge or bridge class culvert construction to traffic. Notification is required for all new and modified structures.

ITEM 420 – CONCRETE SUBSTRUCTURES
Do not use PMDF in areas where a "Free Joint" is indicated in the plans.

Where Retaining Walls are integral parts of the abutment header, do not place the abutment cap prior to backfilling the wall and the abutment area up to the elevation of the bottom of the abutment cap.

Mass placements are defined as placements with a least dimension greater than or equal to 5 ft., or designated elsewhere on the plans.

The "H" values shown on Bridge Layouts are estimated column heights. Calculate the actual column heights based on field conditions.

Perform work during good weather unless otherwise directed. If work is performed at Contractor's option, when inclement weather is impending, and the work is damaged by the weather, the Contractor is responsible for all costs associated with repairs/replacement.

Upon completion of the structure, stencil the National Bridge Inventory (NBI) number (structure number) using black paint and 4" tall numbers at location designated. This work is subsidiary.

Bonding agents are required at construction joints. Do not use membrane curing for structural concrete as defined in Item 421, Table 8.

Remove all loose Formwork and other Materials from the floodplain or drainage areas daily.

ITEM 432 - RIPRAP
Mow strip riprap will be 4 in. and all other riprap will be 5 in. unless otherwise shown on the plans or in the pay items.

ITEM 502 - BARRICADES, SIGNS, AND TRAFFIC HANDLING
Cover, relocate or remove existing signs that conflict with traffic control. Install all permanent signs, delineation, and object markers required for the operation of the roadway before opening to traffic. Use of temporary mounts is allowed or may be required until the permanent mounts are installed or not impacted by construction. Maintain the temporary mounts. This work is subsidiary.

Place a 28-inch, reflectorized cone meeting requirements of BC (10)-14 on top of foundations that have protruding studs. This work is subsidiary.

ITEM 752 – TREE AND BRUSH REMOVAL
Prior to begin tree trimming, provide on-the-job training for employees performing the trimming to demonstrate proper work methods. TxDOT shall observe the training. This work is subsidiary.

BRUSHY CREEK TRAIL
LIST OF STANDARD SPECIFICATIONS, SPECIAL PROVISIONS AND SPECIAL SPECIFICATIONS

TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS, AND BRIDGES 2014

STANDARD SPECIFICATIONS: ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION NOVEMBER 1, 2014

ITEM 100	PREPARING RIGHT OF WAY (103)(752)
ITEM 110	EXCAVATION (132)
ITEM 132	EMBANKMENT (100)(160)(204)(210)(216)(260)(400)
ITEM 161	COMPOST (160)
ITEM 164	SEEDING FOR EROSION CONTROL (164)(166)(168)
ITEM 168	VEGETATIVE WATERING
ITEM 169	SOIL RETENTION BLANKETS
ITEM 400	EXCAVATION AND BACKFILL FOR STRUCTURES
ITEM 420	CONCRETE SUBSTRUCTURES
ITEM 421	HYDRAULIC CEMENT CONCRETE
ITEM 422	CONCRETE SUPERSTRUCTURES
ITEM 432	RIPRAP (247)(420)(421)(431)(440)
ITEM 450	RAILING (420)(421)(424)(440)(441)(442)(445)(446)(448)(540)
ITEM 458	WATERPROOFING MEMBRANES FOR STRUCTURES
ITEM 459	GABIONS AND GABION MATTRESSES
ITEM 502	BARRICADES, SIGNS, AND TRAFFIC HANDLING
ITEM 506	TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS (161)(432)(556)
ITEM 529	CONCRETE CURB, GUTTER, AND COMBINED CURB AND GUTTER
ITEM 531	SIDEWALKS (104)(360)(420)(421)(440)(530)

SPECIAL PROVISIONS: SPECIAL PROVISIONS WILL GOVERN AND TAKE PRECEDENCE OVER THE SPECIFICATIONS ENUMERATED HEREON WHEREVER IN CONFLICT THEREWITH.

REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONSTRUCTION CONTRACTS
(FORM FHWA 1273, MAY 2012)
WAGE RATES

SP000-001L	SHEDULE OF LIQUIDATED DAMAGES
SP000-002L	NONDISCRIMINATION
SP000-003L	CERTIFICATION OF NONDISCRIMINATION IN EMPLOYMENT
SP000-004L	NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)
SP000-005L	STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS
SP000-394L	DISADVANTAGED BUSINESS ENTERPRISE IN FEDERAL-AID CONTRACTS
SP002-011L	INSTRUCTIONS TO BIDDERS
SP007-001L	LEGAL RELATIONS AND RESPONSIBILITIES
SP421-002	HYDRAULIC CEMENT CONCRETE
SP506-001L	TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS

SPECIAL SPECIFICATIONS:

SS1004	TREE PROTECTION
SS4000	PREFABRICATED PEDESTRIAN STEEL TRUSS BRIDGE SPAN (421)(422)(434)(440)(441)(442)(445)(446)(447)(448)(449)(491)
SSWC4999	PRECAST CONCRETE BOARDWALK SYSTEM (416)

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

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

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Texas Department of Transportation

The wage rates listed are those predetermined by the Secretary of Labor and State Statue to be the minimum wages paid. To determine the applicable wage rate zone, a list entitled "TEXAS COUNTIES IDENTIFIED BY WAGE RATE ZONES" is provided in the contract. Any wage rate that is not listed must be submitted to the Engineer for approval. IMPORTANT NOTICE FOR STATE PROJECTS; only the controlling wage rate zone applies to the contract. Effective 01-05-2018.

CLASS. #	CLASSIFICATION DESCRIPTION	ZONE TX07 1/5/18	ZONE TX08 1/5/18	ZONE TX11 1/5/18	ZONE TX12 1/5/18	ZONE TX14 1/5/18	ZONE TX16 1/5/18	ZONE TX18 1/5/18	ZONE TX34 1/5/18	ZONE TX35 1/5/18	ZONE TX37 1/5/18	ZONE TX38 1/5/18	ZONE TX40 1/5/18	ZONE TX41 1/5/18	ZONE TX54 1/5/18	ZONE TX56 1/5/18	ZONE TX63 1/5/18
1428	Agricultural Tractor Operator						$12.69					$12.35			$11.75		
1300	Asphalt Distributor Operator	$14.87	$13.48	$13.88	$15.72	$15.58	$15.55	$15.72	$13.28	$15.32	$15.62	$14.36	$14.25	$14.03	$13.75	$14.06	$14.40
1303	Asphalt Paving Machine Operator	$13.40	$12.25	$12.35	$13.87	$14.05	$14.36	$14.20	$13.26	$13.99	$14.68	$12.92	$13.44	$12.53	$14.00	$14.32	$12.99
1106	Asphalt Raker	$12.28	$10.61	$12.02	$14.21	$11.65	$12.12	$11.64	$11.44	$12.69	$12.05	$11.34	$11.67	$11.40	$12.59	$12.36	$11.78
1112	Batching Plant Operator, Asphalt																
1115	Batching Plant Operator, Concrete																
1214	Blaster																
1615	Boom Truck Operator						$18.36										
1444	Boring Machine Operator																
1305	Broom or Sweeper Operator	$11.21	$10.33	$10.08	$11.99		$11.04	$11.62		$11.74	$11.41	$10.30		$10.23	$10.60	$12.68	$11.05
1144	Communications Cable Installer																
1124	Concrete Finisher, Paving and Structures	$13.55	$12.46	$13.16	$12.85	$12.64	$12.56	$12.77	$12.44	$14.12	$13.04	$13.38	$12.64	$12.80	$12.79	$12.98	$13.32
1318	Concrete Pavement Finishing Machine Operator				$16.05		$15.48			$16.05		$19.31				$13.07	
1315	Concrete Paving, Curing, Float, Texturing Machine Operator											$16.34				$11.71	
1333	Concrete Saw Operator				$14.67					$14.48	$17.33					$13.99	
1399	Concrete/Gunite Pump Operator																
1344	Crane Operator, Hydraulic 80 tons or less				$18.22		$18.36			$18.12	$18.04	$20.21			$18.63	$13.86	
1345	Crane Operator, Hydraulic Over 80 Tons																
1342	Crane Operator, Lattice Boom 80 Tons or Less	$16.82	$14.39	$13.85	$17.27		$15.87			$17.27		$14.67			$16.42	$14.97	$13.87
1343	Crane Operator, Lattice Boom Over 80 Tons				$20.52		$19.38			$20.52		$17.49			$25.13	$15.80	
1306	Crawler Tractor Operator	$13.96	$16.63	$13.62	$14.26		$15.67			$14.07	$13.15	$13.38			$14.60	$13.68	$13.50
1351	Crusher or Screen Plant Operator																
1446	Directional Drilling Locator						$11.67										
1445	Directional Drilling Operator				$20.32		$17.24										
1139	Electrician	$20.96		$19.87	$19.80		$26.35		$20.27	$19.80		$20.92				$27.11	$19.87
1347	Excavator Operator, 50,000 pounds or less	$13.46	$12.56	$13.67	$17.19		$12.88	$14.38	$13.49	$17.19		$13.88			$14.09	$12.71	$14.42
1348	Excavator Operator, Over 50,000 pounds		$15.23	$13.52	$17.04		$17.71			$16.99	$18.80	$16.22				$14.53	$13.52
1150	Flagger	$9.30	$9.10	$8.50	$10.28	$8.81	$9.45	$8.70		$10.06	$9.71	$9.03	$8.81	$9.08	$9.90	$10.33	$8.10
1151	Form Builder/Setter, Structures	$13.52	$12.30	$13.38	$12.91	$12.71	$12.87	$12.38	$12.26	$13.84	$12.98	$13.07	$13.61	$12.82	$14.73	$12.23	$12.25
1160	Form Setter, Paving & Curb	$12.36	$12.16	$13.93	$11.83	$10.71	$12.94			$13.16	$12.54	$11.33	$10.69		$13.33	$12.34	$13.93
1360	Foundation Drill Operator, Crawler Mounted				$17.99					$17.99						$17.43	
1363	Foundation Drill Operator, Truck Mounted		$16.86	$22.05	$21.51		$16.93			$21.07	$20.20	$20.76		$17.54	$21.39	$15.89	$22.05
1369	Front End Loader Operator, 3 CY or Less	$12.28	$13.49	$13.40	$13.85		$13.04	$13.15	$13.29	$13.69	$12.64	$12.89			$13.51	$13.32	$12.17
1372	Front End Loader Operator, Over 3 CY	$12.77	$13.69	$12.33	$14.96		$13.21	$12.86	$13.57	$14.72	$13.75	$12.32			$13.19	$13.17	$13.02
1329	Joint Sealer																
1172	Laborer, Common	$10.30	$9.86	$10.08	$10.51	$10.71	$10.50	$10.24	$10.58	$10.72	$10.45	$10.30	$10.25	$10.03	$10.54	$11.02	$10.15
1175	Laborer, Utility	$11.80	$11.53	$12.70	$12.17	$11.81	$12.27	$12.11	$11.33	$12.32	$11.80	$11.53	$11.23	$11.50	$11.95	$11.73	$12.37
1346	Loader/Backhoe Operator	$14.18	$12.77	$12.97	$15.68		$14.12			$15.18	$13.58	$12.87		$13.21	$14.13	$14.29	$12.90

CLASS. #	CLASSIFICATION DESCRIPTION	ZONE TX07 1/5/18	ZONE TX08 1/5/18	ZONE TX11 1/5/18	ZONE TX12 1/5/18	ZONE TX14 1/5/18	ZONE TX16 1/5/18	ZONE TX18 1/5/18	ZONE TX34 1/5/18	ZONE TX35 1/5/18	ZONE TX37 1/5/18	ZONE TX38 1/5/18	ZONE TX40 1/5/18	ZONE TX41 1/5/18	ZONE TX54 1/5/18	ZONE TX56 1/5/18	ZONE TX63 1/5/18
1187	Mechanic	$20.14	$15.47	$17.47	$17.74	$17.00	$17.10			$17.68	$18.94	$18.58	$17.00	$16.61	$18.46	$16.96	$17.47
1380	Milling Machine Operator	$15.54	$14.64	$12.22	$14.29		$14.18			$14.32	$14.35	$12.86			$14.75	$13.53	$12.80
1390	Motor Grader Operator, Fine Grade	$17.49	$16.52	$16.88	$17.12	$18.37	$18.51	$16.69	$16.13	$17.19	$18.35	$17.07	$17.74	$17.47	$17.08	$15.69	$20.01
1393	Motor Grader Operator, Rough	$16.15	$14.62	$15.83	$16.20	$17.07	$14.63	$18.50		$16.02	$16.44	$15.12	$16.85	$14.47	$17.39	$14.23	$15.53
1413	Off Road Hauler			$10.08	$12.26		$11.88			$12.25		$12.23			$13.00	$14.60	
1196	Painter, Structures					$21.29	$18.34						$21.29			$18.62	
1396	Pavement Marking Machine Operator	$16.42		$13.10	$13.55		$19.17	$12.01		$13.63	$14.60	$13.17		$16.65	$10.54	$11.18	$13.10
1443	Percussion or Rotary Drill Operator																
1202	Piledriver															$14.95	
1205	Pipelayer		$11.87	$14.64	$13.17	$11.17	$12.79		$11.37	$13.24	$12.66	$13.24	$11.17	$11.67		$12.12	$14.64
1384	Reclaimer/Pulverizer Operator	$12.85			$11.90		$12.88			$11.01		$10.46					
1500	Reinforcing Steel Worker	$13.50	$14.07	$17.53	$16.17		$14.00			$16.18	$12.74	$15.83		$17.10		$15.15	$17.72
1402	Roller Operator, Asphalt	$10.95		$11.96	$13.29		$12.78	$11.61		$13.08	$12.36	$11.68			$11.71	$11.95	$11.50
1405	Roller Operator, Other	$10.36		$10.44	$11.82		$10.50	$11.64		$11.51	$10.59	$10.30		$12.04	$12.85	$11.57	$10.66
1411	Scraper Operator	$10.61	$11.07	$10.85	$12.88		$12.27		$11.12	$12.96	$11.88	$12.43		$11.22	$13.95	$13.47	$10.89
1417	Self-Propelled Hammer Operator																
1194	Servicer	$13.98	$12.34	$14.11	$14.74		$14.51	$15.56	$13.44	$14.58	$14.31	$13.83		$12.43	$13.72	$13.97	$14.11
1513	Sign Erector																
1708	Slurry Seal or Micro-Surfacing Machine Operator																
1341	Small Slipform Machine Operator									$15.96							
1515	Spreader Box Operator	$12.60		$13.12	$14.71		$14.04			$14.73	$13.84	$13.68		$13.45	$11.83	$13.58	$14.05
1705	Structural Steel Welder															$12.85	
1509	Structural Steel Worker						$19.29									$14.39	
1339	Subgrade Trimmer																
1143	Telecommunication Technician																
1145	Traffic Signal/Light Pole Worker						$16.00										
1440	Trenching Machine Operator, Heavy						$18.48										
1437	Trenching Machine Operator, Light																
1609	Truck Driver Lowboy-Float	$14.46	$13.63	$13.41	$15.00	$15.93	$15.66			$16.24	$16.39	$14.30	$16.62	$15.63	$14.28	$16.03	$13.41
1612	Truck Driver Transit-Mix				$14.14					$14.14							
1600	Truck Driver, Single Axle	$12.74	$10.82	$10.75	$13.04	$11.61	$11.79	$13.53	$13.16	$12.31	$13.40	$10.30	$11.61		$11.97	$11.46	$10.75
1606	Truck Driver, Single or Tandem Axle Dump Truck	$11.33	$14.53	$11.95	$12.95		$11.68		$14.06	$12.62	$11.45	$12.28		$13.08	$11.68	$11.48	$11.10
1607	Truck Driver, Tandem Axle Tractor with Semi Trailer	$12.49	$12.12	$12.50	$13.42		$12.81	$13.16		$12.86	$16.22	$12.50			$13.80	$12.27	$12.50
1441	Tunneling Machine Operator, Heavy																
1442	Tunneling Machine Operator, Light																
1706	Welder		$14.02		$14.86		$15.97		$13.74	$14.84					$13.78		
1520	Work Zone Barricade Servicer	$10.30	$12.88	$11.46	$11.70	$11.57	$11.85	$10.77		$11.68	$12.20	$11.22	$11.51	$12.96	$10.54	$11.67	$11.76

Notes:

Any worker employed on this project shall be paid at the rate of one and one half (1-1/2) times the regular rate for every hour worked in excess of forty (40) hours per week.

The titles and descriptions for the classifications listed here are further detailed in the AGC of Texas' *Standard Job Classifications and Descriptions for Highway, Heavy, Utilities, and Industrial Construction in Texas* . AGC will make it available on its Web site for any contractor.

TEXAS COUNTIES IDENTIFIED BY
WAGE RATE ZONES: 7, 8, 11, 12, 14, 16, 18, 34, 35, 37, 38, 40, 41, 54, 56, 63

County Name	Zone	County Name	Zone	County Name	Zone	County Name	Zone
Anderson	38	Donley	54	Karnes	37	Reagan	54
Andrews	54	Duval	41	Kaufman	35	Real	54
Angelina	38	Eastland	54	Kendall	16	Red River	38
Aransas	40	Ector	7	Kenedy	41	Reeves	18
Archer	35	Edwards	18	Kent	54	Refugio	37
Armstrong	7	El Paso	34	Kerr	37	Roberts	54
Atascosa	16	Ellis	35	Kimble	54	Robertson	16
Austin	56	Erath	38	King	54	Rockwall	35
Bailey	54	Falls	38	Kinney	18	Runnels	54
Bandera	16	Fannin	38	Kleberg	37	Rusk	11
Bastrop	16	Fayette	37	Knox	54	Sabine	38
Baylor	54	Fisher	54	Lamar	38	San Augustine	38
Bee	37	Floyd	54	Lamb	54	San Jacinto	56
Bell	16	Foard	54	Lampasas	16	San Patricio	40
Bexar	16	Fort Bend	56	LaSalle	41	San Saba	54
Blanco	37	Franklin	38	Lavaca	37	Schleicher	54
Borden	54	Freestone	38	Lee	37	Scurry	54
Bosque	38	Frio	37	Leon	38	Shackelford	54
Bowie	11	Gaines	54	Liberty	56	Shelby	38
Brazoria	56	Galveston	56	Limestone	38	Sherman	54
Brazos	16	Garza	54	Lipscomb	54	Smith	11
Brewster	18	Gillespie	37	Live Oak	37	Somervell	38
Briscoe	54	Glasscock	54	Llano	37	Starr	41
Brooks	41	Goliad	40	Loving	54	Stephens	54
Brown	54	Gonzales	37	Lubbock	7	Sterling	54
Burleson	16	Gray	54	Lynn	54	Stonewall	54
Burnet	37	Grayson	35	Madison	38	Sutton	18
Caldwell	16	Gregg	11	Marion	38	Swisher	54
Calhoun	40	Grimes	38	Martin	54	Tarrant	35
Callahan	35	Guadalupe	16	Mason	37	Taylor	7
Cameron	8	Hale	54	Matagorda	37	Terrell	18
Camp	38	Hall	54	Maverick	41	Terry	54
Carson	7	Hamilton	38	McCulloch	54	Throckmorton	54
Cass	38	Hansford	54	McLennan	16	Titus	38
Castro	54	Hardeman	54	McMullen	41	Tom Green	7
Chambers	56	Hardin	56	Medina	16	Travis	16
Cherokee	38	Harris	56	Menard	54	Trinity	38
Childress	54	Harrison	63	Midland	7	Tyler	38
Clay	35	Hartley	54	Milam	38	Upshur	11
Cochran	54	Haskell	54	Mills	54	Upton	54
Coke	54	Hays	16	Mitchell	54	Uvalde	41
Coleman	54	Hemphill	54	Montague	54	Val Verde	18
Collin	35	Henderson	38	Montgomery	56	Van Zandt	38
Collingsworth	54	Hidalgo	8	Moore	54	Victoria	14
Colorado	37	Hill	38	Morris	38	Walker	38
Comal	16	Hockley	54	Motley	54	Waller	56
Comanche	54	Hood	38	Nacogdoches	38	Ward	54
Concho	54	Hopkins	38	Navarro	38	Washington	38
Cooke	54	Houston	38	Newton	38	Webb	8
Coryell	16	Howard	54	Nolan	54	Wharton	37
Cottle	54	Hudspeth	18	Nueces	40	Wheeler	54
Crane	54	Hunt	35	Ochiltree	54	Wichita	12
Crockett	18	Hutchinson	54	Oldham	54	Wilbarger	54
Crosby	7	Irion	7	Orange	56	Willacy	41
Culberson	18	Jack	38	Palo Pinto	38	Williamson	16
Dallam	54	Jackson	37	Panola	38	Wilson	16
Dallas	35	Jasper	38	Parker	35	Winkler	54
Dawson	54	Jeff Davis	18	Parmer	54	Wise	35
Deaf Smith	54	Jefferson	56	Pecos	18	Wood	38
Delta	35	Jim Hogg	41	Polk	38	Yoakum	54
Denton	35	Jim Wells	37	Potter	7	Young	54
DeWitt	37	Johnson	35	Presidio	18	Zapata	41
Dickens	54	Jones	35	Rains	38	Zavala	41
Dimmit	41			Randall	7		

01-05-2018

Special Provision to Item 000
Schedule of Liquidated Damages

The dollar amount of daily contract administration Liquidated Damages per Working Day is $500.00

Special Provision to Item 000
Nondiscrimination

1. DESCRIPTION

All recipients of federal financial assistance are required to comply with various nondiscrimination laws including Title VI of the Civil Rights Act of 1964, as amended, (Title VI). Title VI forbids discrimination against anyone in the United States on the grounds of race, color, or national origin by any agency receiving federal funds.

Owner, as a recipient of Federal financial assistance, and under Title VI and related statutes, ensures that no person shall on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment per 42 U.S.C. § 2000d-3), color, national origin, sex, age or disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any of Owner's programs or activities.

2. DEFINITION OF TERMS

Where the term "contractor" appears in the following six nondiscrimination clauses, the term "contractor" is understood to include all parties to contracts or agreements with the Owner.

3. NONDISCRIMINATION PROVISIONS

During the performance of this contract, the contractor agrees as follows:

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

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

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

3.4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Owner or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Owner or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

3.5. **Sanctions for Noncompliance**. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Owner shall impose such contract sanctions as it, the Owner may determine to be appropriate, including, but not limited to:

- withholding of payments to the contractor under the contract until the contractor complies, and/or
- cancellation, termination or suspension of the contract, in whole or in part.

3.6. **Incorporation of Provisions**. The contractor shall include the provisions of paragraphs (3.1) through (3.6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Owner may direct as a means of enforcing such provisions including sanctions for non-compliance: provided, however that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Owner to enter into such litigation to protect the interests of the Owner, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Special Provision to Item 000
Certification of Nondiscrimination in Employment

1. GENERAL

By signing this proposal, the Bidder certifies that Bidder has participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, or if Bidder has not participated in a previous contract of this type, or if Bidder has had previous contract or subcontracts and has not filed, Bidder will file with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note—The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Special Provision to Item 000

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

1. GENERAL

In addition to the affirmative action requirements of the Special Provision titled "Standard Federal Equal Employment Opportunity Construction Contract Specifications" as set forth elsewhere in this proposal, the Bidder's attention is directed to the specific requirements for utilization of minorities and females as set forth below.

2. GOALS

2.1. Goals for minority and female participation are hereby established in accordance with 41 CFR 60-4.

2.2. The goals for minority and female participation expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area are as follows:

Goals for minority participation in each trade, %	Goals for female participation in each trade, %
See Table 1	6.9

2.3. These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it will apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction. The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 will be based on its implementation of the Standard Federal Equal Employment Opportunity Construction Contract Specifications Special Provision and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and the Contractor must make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority and female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals will be a violation of the Contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

2.4. A Contractor or subcontractor will be considered in compliance with these provisions by participation in the Texas Highway-Heavy Branch, AGC, Statewide Training and Affirmative Action Plan. Provided that each Contractor or subcontractor participating in this plan must individually comply with the equal opportunity clause set forth in 41 CFR 60-1.4 and must make a good faith effort to achieve the goals set forth for each participating trade in the plan in which it has employees. The overall good performance of other Contractors and subcontractors toward a goal in an approved plan does not excuse any covered Contractor's or subcontractor's failure to make good faith efforts to achieve the goals contained in these provisions. Contractors or subcontractors participating in the plan must be able to demonstrate their participation and document their compliance with the provisions of this Plan.

3. SUBCONTRACTING

The Contractor must provide written notification to the Owner within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the Contract resulting from this solicitation pending concurrence of the Owner in the award. The notification will list the names,

address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the Contract is to be performed.

4. COVERED AREA

As used in this special provision, and in the Contract resulting from this solicitation, the geographical area covered by these goals for female participation is the State of Texas. The geographical area covered by these goals for other minorities are the counties in the State of Texas as indicated in Table 1.

5. REPORTS

The Contractor is hereby notified that he may be subject to the Office of Federal Contract Compliance Programs (OFCCP) reporting and record keeping requirements as provided for under Executive Order 11246 as amended. OFCCP will provide direct notice to the Contractor as to the specific reporting requirements that he will be expected to fulfill.

Table 1
Goals for Minority Participation

County	Participation, %	County	Participation, %
Anderson	22.5	Chambers	27.4
Andrews	18.9	Cherokee	22.5
Angelina	22.5	Childress	11.0
Aransas	44.2	Clay	12.4
Archer	11.0	Cochran	19.5
Armstrong	11.0	Coke	20.0
Atascosa	49.4	Coleman	10.9
Austin	27.4	Collin	18.2
Bailey	19.5	Collingsworth	11.0
Bandera	49.4	Colorado	27.4
Bastrop	24.2	Comal	47.8
Baylor	11.0	Comanche	10.9
Bee	44.2	Concho	20.0
Bell	16.4	Cooke	17.2
Bexar	47.8	Coryell	16.4
Blanco	24.2	Cottle	11.0
Borden	19.5	Crane	18.9
Bosque	18.6	Crockett	20.0
Bowie	19.7	Crosby	19.5
Brazoria	27.3	Culberson	49.0
Brazos	23.7	Dallam	11.0
Brewster	49.0	Dallas	18.2
Briscoe	11.0	Dawson	19.5
Brooks	44.2	Deaf Smith	11.0
Brown	10.9	Delta	17.2
Burleson	27.4	Denton	18.2
Burnet	24.2	DeWitt	27.4
Caldwell	24.2	Dickens	19.5
Calhoun	27.4	Dimmit	49.4
Callahan	11.6	Donley	11.0
Cameron	71.0	Duval	44.2
Camp	20.2	Eastland	10.9
Carson	11.0	Ector	15.1
Cass	20.2	Edwards	49.4
Castro	11.0	Ellis	18.2

County	Participation, %	County	Participation, %
El Paso	57.8	Kenedy	44.2
Erath	17.2	Kent	10.9
Falls	18.6	Kerr	49.4
Fannin	17.2	Kimble	20.0
Fayette	27.4	King	19.5
Fisher	10.9	Kinney	49.4
Floyd	19.5	Kleberg	44.2
Foard	11.0	Knox	10.9
Fort Bend	27.3	Lamar	20.2
Franklin	17.2	Lamb	19.5
Freestone	18.6	Lampasas	18.6
Frio	49.4	LaSalle	49.4
Gaines	19.5	Lavaca	27.4
Galveston	28.9	Lee	24.2
Garza	19.5	Leon	27.4
Gillespie	49.4	Liberty	27.3
Glasscock	18.9	Limestone	18.6
Goliad	27.4	Lipscomb	11.0
Gonzales	49.4	Live Oak	44.2
Gray	11.0	Llano	24.2
Grayson	9.4	Loving	18.9
Gregg	22.8	Lubbock	19.6
Grimes	27.4	Lynn	19.5
Guadalupe	47.8	Madison	27.4
Hale	19.5	Marion	22.5
Hall	11.0	Martin	18.9
Hamilton	18.6	Mason	20.0
Hansford	11.0	Matagorda	27.4
Hardeman	11.0	Maverick	49.4
Hardin	22.6	McCulloch	20.0
Harris	27.3	McLennan	20.7
Harrison	22.8	McMullen	49.4
Hartley	11.0	Medina	49.4
Haskell	10.9	Menard	20.0
Hays	24.1	Midland	19.1
Hemphill	11.0	Milam	18.6
Henderson	22.5	Mills	18.6
Hidalgo	72.8	Mitchell	10.9
Hill	18.6	Montague	17.2
Hockley	19.5	Montgomery	27.3
Hood	18.2	Moore	11.0
Hopkins	17.2	Morris	20.2
Houston	22.5	Motley	19.5
Howard	18.9	Nacogdoches	22.5
Hudspeth	49.0	Navarro	17.2
Hunt	17.2	Newton	22.6
Hutchinson	11.0	Nolan	10.9
Irion	20.0	Nueces	41.7
Jack	17.2	Ochiltree	11.0
Jackson	27.4	Oldham	11.0
Jasper	22.6	Orange	22.6
Jeff Davis	49.0	Palo Pinto	17.2
Jefferson	22.6	Panola	22.5
Jim Hogg	49.4	Parker	18.2
Jim Wells	44.2	Parmer	11.0
Johnson	18.2	Pecos	18.9
Jones	11.6	Polk	27.4
Karnes	49.4	Potter	9.3
Kaufman	18.2	Presidio	49.0
Kendall	49.4	Randall	9.3

County	Participation, %	County	Participation, %
Rains	17.2	Reagan	20.0
Real	49.4	Throckmorton	10.9
Red River	20.2	Titus	20.2
Reeves	18.9	Tom Green	19.2
Refugio	44.2	Travis	24.1
Roberts	11.0	Trinity	27.4
Robertson	27.4	Tyler	22.6
Rockwall	18.2	Upshur	22.5
Runnels	20.0	Upton	18.9
Rusk	22.5	Uvalde	49.4
Sabine	22.6	Val Verde	49.4
San Augustine	22.5	Van Zandt	17.2
San Jacinto	27.4	Victoria	27.4
San Patricio	41.7	Walker	27.4
San Saba	20.0	Waller	27.3
Schleicher	20.0	Ward	18.9
Scurry	10.9	Washington	27.4
Shackelford	10.9	Webb	87.3
Shelby	22.5	Wharton	27.4
Sherman	11.0	Wheeler	11.0
Smith	23.5	Wichita	12.4
Somervell	17.2	Wilbarger	11.0
Starr	72.9	Willacy	72.9
Stephens	10.9	Williamson	24.1
Sterling	20.0	Wilson	49.4
Stonewall	10.9	Winkler	18.9
Sutton	20.0	Wise	18.2
Swisher	11.0	Wood	22.5
Tarrant	18.2	Yoakum	19.5
Taylor	11.6	Young	11.0
Terrell	20.0	Zapata	49.4
Terry	19.5	Zavala	49.4

Special Provision to Item 000

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

1. GENERAL

1.1. As used in these specifications:

- "Covered area" means the geographical area described in the solicitation from which this Contract resulted;
- "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- "Minority" includes:
  - Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
  - Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).

1.2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it will physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Contract resulted.

1.3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) will be in accordance with that plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the equal employment opportunity (EEO) clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

1.4. The Contractor will implement the specific affirmative action standards provided in Section 1.7.1. through Section 1.7.16. of these specifications. The goals set forth in the solicitation from which this Contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Contractors performing Contracts in geographical areas where they do not have a Federal or federally assisted construction Contract will apply the minority and female goals established for the geographical area where the Contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or any Federal procurement contracting officer. The

Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

1.5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women will excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

1.6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

1.7. The Contractor will take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications will be based upon its effort to achieve maximum results from its actions. The Contractor will document these efforts fully, and will implement affirmative action steps at least as extensive as the following:

1.7.1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor will specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

1.7.2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

1.7.3. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this will be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

1.7.4. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral Process has impeded the Contractor's efforts to meet its obligations.

1.7.5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the U.S. Department of Labor. The Contractor will provide notice of these programs to the sources compiled under 7b above.

1.7.6. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and Collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

1.7.7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other

employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., before the initiation of construction work at any job site. A written record must be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

1.7.8. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

1.7.9. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month before the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor will send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

1.7.10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

1.7.11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

1.7.12. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

1.7.13. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

1.7.14. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities will be provided to assure privacy between the sexes.

1.7.15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

1.7.16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

1.8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (Section 7.1. through Section 7.16.). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Section 7.1. through Section 7.16. of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation will not be a defense for the Contractor's noncompliance.

1.9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor

may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

1.10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

1.11. The Contractor will not enter into any Subcontract with any person or firm debarred from Government Contracts pursuant to Executive Order 11246.

1.12. The Contractor will carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties will be in violation of these specifications and Executive Order 11246, as amended.

1.13. The Contractor, in fulfilling its obligations under these specifications, will implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director will proceed in accordance with 41 CFR 60-4.8.

1.14. The Contractor will designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records must at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records must be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

1.15. Nothing herein provided will be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

1.16. In addition to the reporting requirements set forth elsewhere in this Contract, the Contractor and the subcontractors holding subcontracts, not including material suppliers, of $10,000 or more, will submit for every month of July during which work is performed, employment data as contained under Form PR 1391 (Appendix C to 23 CFR, Part 230), and in accordance with the included instructions.

Special Provision to Item 000
Disadvantaged Business Enterprise in Federal-Aid Contracts

1. DESCRIPTION

The purpose of this Special Provision is to carry out the U.S. Department of Transportation's (DOT) policy of ensuring nondiscrimination in the award and administration of DOT-assisted Contracts and creating a level playing field on which firms owned and controlled by individuals who are determined to be socially and economically disadvantaged can compete fairly for DOT-assisted Contracts.

2. DISADVANTAGED BUSINESS ENTERPRISE IN FEDERAL-AID CONTRACTS

2.1. **Policy.** It is the policy of the DOT and the Texas Department of Transportation (Department) that DBEs, as defined in 49 CFR Part 26, Subpart A, and the Department's DBE Program, will have the opportunity to participate in the performance of Contracts financed in whole or in part with federal funds. The DBE requirements of 49 CFR Part 26, and the Department's DBE Program, apply to this Contract as follows.

The Contractor will solicit DBEs through reasonable and available means, as defined in 49 CFR Part 26, Appendix A, and the Department's DBE Program, or show a good faith effort to meet the DBE goal for this Contract.

The Contractor, subrecipient, or subcontractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate.

The requirements of this Special Provision must be physically included in any subcontract.

By signing the Contract proposal, the Bidder is certifying that the DBE goal as stated in the proposal will be met by obtaining commitments from eligible DBEs or that the Bidder will provide acceptable evidence of good faith effort to meet the commitment.

2.2. **Definitions.**

2.2.1. **Administrative Reconsideration.** A process by which the low bidder may request reconsideration when the Department determines the good faith effort (GFE) requirements have not been met.

2.2.2. **Commercially Useful Function (CUF).** A CUF occurs when a DBE has the responsibility for the execution of the work and carrying out such responsibilities by actually performing, managing, and supervising the work.

2.2.3. **Disadvantaged Business Enterprise (DBE).** A for-profit small business certified through the Texas Unified Certification Program in accordance with 49 CFR Part 26, that is at least 51% owned by one or more socially and economically disadvantaged individuals, or in the case of a publicly owned business, in which is at least 51% of the stock is owned by one or more socially and economically disadvantaged individuals, and whose management and daily business operations are controlled by one or more of the individuals who own it.

2.2.4. **DBE Joint Venture.** An association of a DBE firm and one or more other firms to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills, and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the Contract and whose

share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

2.2.5. **DOT.** The U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Federal Aviation Administration (FAA).

2.2.6. **Federal-Aid Contract.** Any Contract between the Owner and a Contractor that is paid for in whole or in part with DOT financial assistance.

2.2.7. **Good Faith Effort.** All necessary and reasonable steps to achieve the contract goal which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if not fully successful. Good faith efforts are evaluated prior to award and throughout performance of the Contract. For guidance on good faith efforts, see 49 CFR Part 26, Appendix A.

2.2.8. **North American Industry Classification System (NAICS).** A designation that best describes the primary business of a firm. The NAICS is described in the North American Industry Classification Manual—United States, which is available on the Internet at the U.S. Census Bureau website: http://www.census.gov/eos/www/naics/.

2.2.9. **Race-Conscious.** A measure or program that is focused specifically on assisting only DBEs, including women-owned businesses.

2.2.10. **Race-Neutral DBE Participation.** Any participation by a DBE through customary competitive procurement procedures.

2.2.11. **Texas Unified Certification Program (TUCP) Directory.** An online directory listing all DBEs currently certified by the TUCP. The Directory identifies DBE firms whose participation on a Contract may be counted toward achievement of the assigned DBE Contract goal.

2.3. **Contractor's Responsibilities.**

2.3.1. **DBE Liaison Officer**. Designate a DBE liaison officer who will administer the Contractor's DBE program and who will be responsible for maintenance of records of efforts and contacts made to subcontract with DBEs.

2.3.2. **Compliance Tracking System (CTS)**. This Contract is subject to Contract compliance tracking. Contractors and DBEs are required to provide any noted and requested Contract compliance-related data to the Owner. This includes, but is not limited to, commitments, payments, substitutions, and good faith efforts. Contractors and DBEs are responsible for responding by any noted response date or due date to any instructions or request for information by the Owner.

2.3.3. **Apparent Low Bidder.** The apparent low bidder must submit DBE commitments to satisfy the DBE goal or submit good faith effort Form 2603 and supporting documentation demonstrating why the goal could not be achieved, in whole or part, no later than 5 calendar days after bid opening. The means of transmittal and the risk of timely receipt of the information will be the bidder's responsibility and no extension of the 5-calendar-day timeframe will be allowed for any reason.

2.3.4. **DBE Contractor.** A DBE Contractor may receive credit toward the DBE goal for work performed by its own forces and work subcontracted to DBEs. In the event a DBE subcontracts to a non-DBE, that information must be reported monthly.

2.3.5. **DBE Committal.** Only those DBEs certified by the TUCP are eligible to be used for goal attainment. The Directory can be accessed at the following Internet address: https://txdot.txdotcms.com/FrontEnd/VendorSearchPublic.asp?TN=txdot&XID=2340.

A DBE must be certified on the day the commitment is considered and at time of subcontract execution. It is the Contractor's responsibility to ensure firms identified for participation are approved certified DBE firms.

The Bidder is responsible to ensure that all submittals are checked for accuracy. Any and all omissions, deletions, and/or errors that may affect the end result of the commitment package are the sole liabilities of the bidder.

Commitments in excess of the goal are considered race-neutral commitments.

2.3.6. **Good Faith Effort Requirements.** A Contractor who cannot meet the Contract goal, in whole or in part, must make adequate good faith efforts to obtain DBE participation as so stated and defined in 49 CFR Part 26, Appendix A.

2.3.6.1. **Administrative Reconsideration.** If the Owner determines that the apparent low bidder has failed to satisfy the good faith efforts requirement, the Owner will notify the Bidder of the failure and will give the Bidder an opportunity for administrative reconsideration.

The Bidder must request an administrative reconsideration of that determination within 3 days of the date of receipt of the notice. The request must be submitted directly to the Owner.

If a reconsideration request is timely received, the reconsideration decision will be made by the Owner's DBE liaison officer or, if the DBE liaison officer took part in the original determination that the Bidder failed to satisfy the good faith effort requirements, an Owner employee who holds a senior leadership position and reports directly to the executive officer, and who did not take part in the original determination will act as an administrative hearing officer. The Bidder may provide written documentation or argument concerning whether the assigned DBE contract goal was met or whether adequate good faith efforts were made to meet the Contract goal.

The DBE liaison or other Owner employee making the reconsideration determination may request a meeting with the Bidder to discuss whether the goal commitments were met or whether adequate good faith efforts were made to obtain the commitments to meet the Contract goal.

The meeting must be held within 7 days of the date of the request submitted under this section. If the Bidder is unavailable to meet during the 7-day period, the reconsideration decision will be made on the written information provided by the Bidder.

The Owner will provide to the Bidder a written decision that explains the basis for finding that the Bidder did not meet the Contract goal or did not make adequate good faith efforts to meet the Contract goal, within 7 days of the date of the notice issued in this section.

The reconsideration decision is final and not subject to administrative appeal.

2.3.7. **Determination of DBE Participation.** The work performed by the DBE must be reasonably construed to be included in the work area and NAICS work code identified by the Contractor in the approved commitment.

Participation by a DBE on a Contract will not be counted toward DBE goals until the amount of the participation has been paid to the DBE.

Payments made to a DBE that was not on the original commitment may be counted toward the Contract goal if that DBE was certified as a DBE before the execution of the subcontract and has performed a Commercially Useful Function.

The total amount paid to the DBE for work performed with its own forces is counted toward the DBE goal. When a DBE subcontracts part of the work of its Contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the subcontractor is itself a DBE.

DBE Goal credit for the DBE subcontractors leasing of equipment or purchasing of supplies from the Contractor or its affiliates is not allowed. Project materials or supplies acquired from an affiliate of the Contractor cannot directly or indirectly (second or lower tier subcontractor) be used for DBE goal credit.

If a DBE firm is declared ineligible due to DBE decertification after the execution of the DBE's subcontract, the DBE firm may complete the work and the DBE firm's participation will be counted toward the Contract goal. If the DBE firm is decertified before the DBE firm has signed a subcontract, the Contractor is obligated to replace the ineligible DBE firm or demonstrate that it has made good faith efforts to do so.

The Contractor may count 100% of its expenditure to a DBE manufacturer. According to 49 CFR 26.55(e)(1)(i), a DBE manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.

The Contractor may count only 60% of its expenditure to a DBE regular dealer. According to 49 CFR 26.55(e)(2)(i), a DBE regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. A firm may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the firm both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment must be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. A long-term lease with a third-party transportation company is not eligible for 60% goal credit.

With respect to materials or supplies purchased from a DBE that is neither a manufacturer nor a regular dealer, the Contractor may count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site.

A Contractor may count toward its DBE goal a portion of the total value of the Contract amount paid to a DBE joint venture equal to the distinct, clearly defined portion of the work of the Contract performed by the DBE.

2.3.8. **Commercially Useful Function.** It is the Contractor's obligation to ensure that each DBE used on federal-assisted contracts performs a commercially useful function on the Contract.

The Owner will monitor performance during the Contract to ensure each DBE is performing a CUF.

Under the terms established in 49 CFR 26.55, a DBE performs a CUF when it is responsible for execution of the work of the Contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved.

With respect to material and supplies used on the Contract, a DBE must be responsible for negotiating price, determining quality and quantity, ordering the material, installing the material, if applicable, and paying for the material itself.

With respect to trucking, the DBE trucking firm must own and operate at least one fully licensed, insured, and operational truck used on the Contract. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract. The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the Contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.

A DBE does not perform a CUF when its role is limited to that of an extra participant in a transaction, Contract, or project through which funds are passed in order to obtain the appearance of DBE participation. The Owner will evaluate similar transactions involving non-DBEs in order to determine whether a DBE is an extra participant.

If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its Contract with its own work force, or the DBE subcontracts a greater portion of the work than would be expected on the basis of normal industry practice for the type of work involved, the Owner will presume that the DBE is not performing a CUF.

If the Owner determines that a DBE is not performing a CUF, no work performed by such DBE will count as eligible participation. The denial period of time may occur before or after a determination has been made by the Owner.

In case of the denial of credit for non-performance, the Contractor will be required to provide a substitute DBE to meet the Contract goal or provide an adequate good faith effort when applicable.

2.3.8.1. **Rebuttal of a Finding of No Commercially Useful Function.** Consistent with the provisions of 49 CFR 26.55(c)(4)&(5), before the Owner makes a final finding that no CUF has been performed by a DBE, the Owner will notify the DBE and provide the DBE the opportunity to provide rebuttal information.

CUF determinations are not subject to administrative appeal.

2.3.9. **Joint Check.** The use of joint checks between a Contractor and a DBE is allowed with Owner approval. To obtain approval, the Contractor must submit a completed Form 2178, “DBE Joint Check Approval,” to the Owner.

The Owner will closely monitor the use of joint checks to ensure that such a practice does not erode the independence of the DBE nor inhibit the DBE’s ability to perform a CUF. When joint checks are utilized, DBE credit toward the Contract goal will be allowed only when the subcontractor is performing a CUF in accordance with 49 CFR 26.55(c)(1).

Long-term or open-ended joint checking arrangements may be a basis for further scrutiny and may result in the lack of participation towards the Contract goal requirement if DBE independence cannot be established.

Joint checks will not be allowed simply for the convenience of the Contractor.

If the proper procedures are not followed or the Owner determines that the arrangements result in a lack of independence for the DBE involved, no credit for the DBE’s participation as it relates to the material cost will be used toward the Contract goal requirement, and the Contractor will need to make up the difference elsewhere on the project.

2.3.10. **DBE Termination and Substitution.** No DBE named in the commitment submitted under Section 2.3.5. will be terminated for convenience, in whole or part, without the Owner’s approval. This includes, but is not limited to, instances in which a Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

Unless consent is provided, the Contractor will not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Contractor, prior to submitting its request to terminate, must first give written notice to the DBE of its intent to terminate and the reason for the termination. The Contractor will copy the Owner on the Notice of Intent to terminate.

The DBE has 5 calendar days to respond to the Contractor's notice and will advise the Contractor and the Owner of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Owner should not approve the prime Contractor's request for termination.

The Owner may provide a shorter response time if required in a particular case as a matter of public necessity.

The Owner will consider both the Contractor's request and DBE's stated position prior to approving the request. The Owner may provide a written approval only if it agrees, for reasons stated in its concurrence document, that the Contractor has good cause to terminate the DBE. If the Owner does not approve the request, the Contractor must continue to use the committed DBE firm in accordance with the Contract. For guidance on what good cause includes, see 49 CFR 26.53.

Good cause does not exist if the Contractor seeks to terminate, reduce, or substitute a DBE it relied upon to obtain the Contract so that the Contractor can self-perform the work for which the DBE firm was engaged.

When a DBE subcontractor is terminated, make good faith efforts to find, as a substitute for the original DBE, another DBE to perform, at least to the extent needed to meet the established Contract goal, the work that the original DBE was to have performed under the Contract.

Submit the completed Form 2228, "DBE Termination Substitution Request," within seven (7) days, which may be extended for an additional 7 days if necessary at the request of the Contractor. The Owner will provide a written determination to the Contractor stating whether or not good faith efforts have been demonstrated.

2.3.11. **Reports and Records.** By the 15th of each month and after work begins, report payments to meet the DBE goal and for DBE race-neutral participation on projects with or without goals. These payment reports will be required until all DBE subcontracting or material supply activity is completed. Negative payment reports are required when no activity has occurred in a monthly period.

Notify the Owner if payment to any DBE subcontractor is withheld or reduced.

Before receiving final payment from the Owner, the Contractor must indicate a final payment on the compliance tracking system. The final payment is a summary of all payments made to the DBEs on the project.

All records must be retained for a period of 3 years following completion of the Contract work, and must be available at reasonable times and places for inspection by authorized representatives of the Owner, Texas Department of Transportation or the DOT. Provide copies of subcontracts or agreements and other documentation upon request.

2.3.12. **Failure to Comply.** If the Owner determines the Contractor has failed to demonstrate good faith efforts to meet the assigned goal, the Contractor will be given an opportunity for reconsideration by the Owner.

A Contractor's failure to comply with the requirements of this Special Provision will constitute a material breach of this Contract. In such a case, the Owner reserves the right to terminate the Contract; to deduct the amount of DBE goal not accomplished by DBEs from the money due or to become due the Contractor; or to secure a refund, not as a penalty but as liquidated damages, to the Owner or such other remedy or remedies as the Owner deems appropriate.

2.3.13. **Investigations.** The Owner may conduct reviews or investigations of participants as necessary. All participants, including, but not limited to, DBEs and complainants using DBE Subcontractors to meet the Contract goal, are required to cooperate fully and promptly with compliance reviews, investigations, and other requests for information.

2.3.14. **Falsification and Misrepresentation.** If the Owner determines that a Contractor or subcontractor was a knowing and willing participant in any intended or actual subcontracting arrangement contrived to artificially inflate DBE participation or any other business arrangement determined by the Owner to be unallowable, or if the Contractor engages in repeated violations, falsification, or misrepresentation, the Owner may:

- refuse to count any fraudulent or misrepresented DBE participation;
- withhold progress payments to the Contractor commensurate with the violation;
- refer the matter to the Office of Inspector General of the US Department of Transportation for investigation; and/or
- seek any other available contractual remedy.

Special Provision to Item 2
Instructions to Bidders

Item 2, "Instructions to Bidders," of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 2.3., "Issuing Proposal Forms," second paragraph, is supplemented by the following.

The Owner will not issue a proposal form if one or more of the following apply:

- the Bidder or affiliate of the Bidder that was originally determined as the apparent low Bidder on a project, but was deemed nonresponsive for failure to submit a DBE commitment as specified in Article 2.14., "Disadvantaged Business Enterprise (DBE)," is prohibited from rebidding that specific project.

Article 2.7., "Nonresponsive Bid," is supplemented by the following:

The Owner will not accept a nonresponsive bid. A bid that has one or more of the deficiencies listed below is considered nonresponsive:

- the Bidder failed to submit a DBE commitment as specified in Article 2.14., "Disadvantaged Business Enterprise (DBE)."

Article 2.14., "Disadvantaged Business Enterprise (DBE)," is added.

The apparent low bidder must submit DBE commitment information on federally funded projects with DBE goals within 5 calendar days (as defined in 49 CFR Part 26, Subpart A) of bid opening. For a submission that meets the 5-day requirement, administrative corrections will be allowed.

If the apparent low Bidder fails to submit their DBE information within the specified timeframe, the apparent low bidder will be deemed nonresponsive and the proposal guaranty will become the property of the Owner, not as a penalty, but as liquidated damages. The Bidder forfeiting the proposal guaranty will not be considered in future proposals for the same work unless there has been a substantial change in the design of the work. The Owner may recommend:

- reject all bids, or
- award the Contract to the new apparent low Bidder, if the new apparent low Bidder submits DBE information within one calendar day of notification by the Owner.

If the new apparent low Bidder is unable to submit the required DBE information within one calendar day:

- the new apparent low Bidder will not be deemed nonresponsive,
- the Bidder's guaranty will not be forfeited,
- the Owner will reject all bids, and
- the Bidder will remain eligible to receive future proposals for the same project.

Special Provision to Item 7
Legal Relations and Responsibilities

Item 7, "Legal Relations and Responsibilities," of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Section 2.6.5., "Training", is supplemented by the following:

Coordinate enrollment, pay associated fees, and successfully complete approved Training or Contractor Delivered Training. Training is valid for the period prescribed by the provider but no less than 3 yrs. from the date of completion. The Owner may require training at a frequency less than the period prescribed or 3 yrs. based on Owner's needs. Training and associated fees will not be measured or paid for directly but are considered subsidiary to pertinent Items.

2.6.5.1. **Approved Training.** Approved training is listed below:

2.6.5.1.1 **Contractor Responsible Person and Alternate.**

Provider	Course Title
American Traffic Safety Services Association	Traffic Control Supervisor
National Highway Institute	Maintenance of Traffic Control for Supervisors

2.6.5.1.2. **Flagger Instructor Training.**

Provider	Course Title
American Traffic Safety Services Association	Flagging Instructor Training Course
Texas Engineering Extension Services	Train-the-Trainer Flaggers
National Safety Council	Flagger (Instructor)
University of Texas at Arlington, Division for Enterprise Development	Certified Flagger Instructor

Flagger Training.

Provider	Course Title
Texas Engineering Extension Services	Flaggers in Work Zones
National Safety Council	Flagger (Novice)
University of Texas at Arlington, Continuing Education Department	Flaggers in Work Zones (TxDOT Training)
University of Texas at Arlington, Continuing Education Department	WZ Traffic Control/Qualified Flagger
Associated Builders and Contractors, Austin Chapter	Flagger Training
LDI Safety Training	Flagger Training
Tipton Compliance and Safety	Flagger Training

2.6.5.1.3. Law Enforcement Personnel.

Provider	Course Title
National Highway Institute	Safe and Effective Use of Law Enforcement Personnel in Work Zones

2.6.5.1.4. Other Work Zone Personnel.

Provider	Course Title
American Traffic Safety Services Association	Traffic Control Technician Training
Texas Engineering Extension Services	Work Zone Traffic Control
National Highway Institute	Maintenance of Traffic Control for Technicians
National Highway Institute	Maintenance Training Series: Basics of Work Zone Traffic Control

2.6.5.2. **Contractor Delivered Training.** Develop Contractor Delivered Training curriculum and submit the curriculum to the Owner for approval. Do not implement the training curriculum before receiving written approval from the Owner. The work performed and materials furnished to develop the curriculum and provide training will not be measured or paid for directly but will be considered subsidiary to pertinent Items.

A contractor's certified flagging instructor is permitted to train other flaggers.

Special Provision to Item 421
Hydraulic Cement Concrete

Item 421, "Hydraulic Cement Concrete" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 421.4.2, "Mix Design Proportioning," Table 8 is voided and replaced by the following.

Table 8
Concrete Classes

Class of Concrete	Design Strength,[1] Min f'_c (psi)	Max w/cm Ratio	Coarse Aggregate Grades[2,3,4]	Cement Types	Mix Design Options	Exceptions to Mix Design Options	General Usage[5]
A	3,000	0.60	1–4, 8	I, II, I/II, IL, IP, IS, IT, V	1, 2, 4, & 7	When the cementitious material content does not exceed 520 lb./cu. yd., Class C fly ash may be used instead of Class F fly ash.	Curb, gutter, curb & gutter, conc. retards, sidewalks, driveways, back-up walls, anchors, non-reinforced drilled shafts
B	2,000	0.60	2–7				Riprap, traffic signal controller foundations, small roadside signs, and anchors
C[6]	3,600	0.45	1–6	I, II, I/II, IP, IS, IT[7], V	1–8		Drilled shafts, bridge substructure, bridge railing, culverts except top slab of direct traffic culverts, headwalls, wing walls, inlets, manholes, concrete traffic barrier
E	3,000	0.50	2–5	I, II, I/II, IL, IP, IS, IT[7], V	1–8	When the cementitious material content does not exceed 520 lb./cu. yd., Class C fly ash may be used instead of Class F fly ash.	Seal concrete
F[6]	Note[8]	0.45	2–5	I, II, I/II, IP, IS, IT[7], V			Railroad structures; occasionally for bridge piers, columns, or bents
H[6]	Note[8]	0.45	3–6	I, II, I/II, III, IP, IS, IT[7], V	1–5	Do not use Type III cement in mass placement concrete. Up to 20% of blended cement may be replaced with listed SCMs when Option 4 is used for precast concrete.	Precast concrete, post-tension members
S[6]	4,000	0.45	2–5	I, II, I/II, IP, IS, IT[7], V	1–8		Bridge slabs, top slabs of direct traffic culverts, approach slabs
P	See Item 360, "Concrete Pavement."	0.50	2–3	I, II, I/II, IL, IP, IS, IT, V	1–8	When the cementitious material content does not exceed 520 lb./cu. yd., Class C fly ash may be used instead of Class F fly ash.	Concrete pavement
CO[6]	4,600	0.40	6	I, II, I/II, IP, IS, IT[7], V	1–8		Bridge deck concrete overlay
LMC[6]	4,000	0.40	6–8				Latex-modified concrete overlay
SS[6]	3,600	0.45	4–6		1-8	Use a minimum cementitious material content of 658 lb./cu. yd. of concrete. Limit the alkali loading to 4.0 lbs./cu. yd. or less when using option 7.	Slurry displacement shafts, underwater drilled shafts

Class of Concrete	Design Strength,[1] Min f'c (psi)	Max w/cm Ratio	Coarse Aggregate Grades[2,3,4]	Cement Types	Mix Design Options	Exceptions to Mix Design Options	General Usage[5]
K[6]	Note[8]	0.40	Note[8]	I, II, I/II, III IP, IS, IT[7], V	1-8		Note[8]
HES	Note[8]	0.45	Note[8]	I, IL, II, I/II, III		Mix design options do not apply. 700 lb. of cementitious material per cubic yard limit does not apply.	Concrete pavement, concrete pavement repair
"X" (HPC) [6,9,10]	Note[11]	0.45	Note[11]	I, II, I/II, III IP, IS, IT[7], V	1–5, & 8	Maximum fly ash replacement for Options 1 and 3 may be increased to 45%. Up to 20% of a blended cement may be replaced with listed SCMs for Option 4. Do not use Option 8 for precast concrete.	
"X" (SRC) [6,9,10]	Note[11]	0.45	Note[11]	I/II, II, IP, IS, IT[7], V	1–4 , & 7	Do not use Class C Fly Ash. Type III-MS may be used where allowed. Type I and Type III cements may be used with Options 1–3, with a maximum w/cm of 0.40. Up to 20% of blended cement may be replaced with listed SCMs when Option 4 is used for precast concrete. Do not use Option 7 for precast concrete[12].	

1. Design strength must be attained within 56 days.
2. Do not use Grade 1 coarse aggregate except in massive foundations with 4 in. minimum clear spacing between reinforcing steel bars, unless otherwise permitted. Do not use Grade 1 aggregate in drilled shafts.
3. Use Grade 8 aggregate in extruded curbs unless otherwise approved.
4. Other grades of coarse aggregate maybe used in non-structural concrete classes when allowed by the Engineer.
5. For information only.
6. Structural concrete classes.
7. Do not use Type IT cements containing > 5% limestone.
8. As shown on the plans or specified.
9. "X" denotes class of concrete shown on the plans or specified.
10. (HPC): High Performance Concrete, (SRC): Sulfate Resistant Concrete.
11. Same as class of concrete shown on the plans.
12. Option 7 will be allowed for precast concrete products included in Items 462, 464, and 465.

Article 421.4.2.2, "Aggregates," is supplemented by the following.

Use the following equation to determine if the aggregate combination meets the sand equivalency requirement when blending fine aggregate or using an intermediate aggregate:

$$\frac{(SE_1 \times P_1)+(SE_2 \times P_2)+(SE_{ia} \times P_{ia})}{100} \geq 80\%$$

where:
SE_1 = sand equivalency (%) of fine aggregate 1
SE_2 = sand equivalency (%) of fine aggregate 2
SE_{ia} = sand equivalency (%) of intermediate aggregate passing the 3/8 in. sieve
P_1 = percent by weight of fine aggregate 1 of the fine aggregate blend
P_2 = percent by weight of fine aggregate 2 of the fine aggregate blend
P_{ia} = percent by weight of intermediate aggregate passing the 3/8 in. sieve

Article 421.4.2.5, "Slump," the second paragraph is voided and not replaced.

Article 421.4.2.7, "Optimized Aggregate Gradation (OAG) Concrete," the first sentence of the first paragraph is voided and replaced by the following.

The gradations requirements in Table 4 and Table 6 do not apply when OAG concrete is specified or used by the Contractor unless otherwise shown on the plans.

Article 421.4.6.2, "Delivering Concrete," the fifth paragraph is voided and replaced with the following:

Begin the discharge of concrete delivered in truck mixers within the times listed in Table 14. Concrete delivered after these times, and concrete that has not begun to discharge within these times will be rejected.

Article 421.4.8.3, "Testing of Fresh Concrete," is voided and replaced with the following:

Testing Concrete. The Engineer, unless specified in other Items or shown on the plans, will test the fresh and hardened concrete in accordance with the following methods:

- Slump. Tex-415-A
- Air Content. Tex 414-A or Tex-416-A
- Temperature. Tex-422-A
- Making and Curing Strength Specimens. Tex-447-A
- Compressive Strength. Tex-418-A
- Flexural Strength. Tex-448-A
- Maturity. Tex-426-A

Flexural strength and maturity specimens will not be made unless specified in other items or shown on the plans. Concrete not meeting fresh concrete testing requirements will be rejected. Fresh concrete exhibiting segregation and excessive bleeding will be rejected.

Article 421.4.8.3.1. "Job-Control Testing," is voided and not replaced.

Special Provision to Item 506
Temporary Erosion, Sedimentation, and Environmental Controls

For this project, item 506, "Temporary Erosion, Sedimentation, and Environmental Controls," of the standard specifications, is hereby voided and replaced with the following.

1. DESCRIPTION

Install, maintain, and remove erosion, sedimentation, and environmental control measures to prevent or reduce the discharge of pollutants in accordance with the Storm Water Pollution Prevention Plan (SWP3) in the plans and the Texas Pollutant Discharge Elimination System (TPDES) General Permit TXR150000.

2. MATERIALS

Furnish materials in accordance with the following:

- Item 161, "Compost"
- Item 432, "Riprap"
- Item 556, "Pipe Underdrains"

2.1. **Rock Filter Dams**.

2.1.1. **Aggregate**. Furnish aggregate with hardness, durability, cleanliness, and resistance to crumbling, flaking, and eroding acceptable to the Owner. Provide the following:

- Types 1, 2, and 4 Rock Filter Dams. Use 3 to 6 in. aggregate.
- Type 3 Rock Filter Dams. Use 4 to 8 in. aggregate.

2.1.2. **Wire**. Provide minimum 20 gauge galvanized wire for the steel wire mesh and tie wires for Types 2 and 3 rock filter dams. Type 4 dams require:

- a double-twisted, hexagonal weave with a nominal mesh opening of 2-1/2 in. × 3-1/4 in.;
- minimum 0.0866 in. steel wire for netting;
- minimum 0.1063 in. steel wire for selvages and corners; and
- minimum 0.0866 in. for binding or tie wire.

2.1.3. **Sandbag Material**. Furnish sandbags meeting Section 506.2.8., "Sandbags," except that any gradation of aggregate may be used to fill the sandbags.

2.2. **Temporary Pipe Slope Drains**. Provide corrugated metal pipe, polyvinyl chloride (PVC) pipe, flexible tubing, watertight connection bands, grommet materials, prefabricated fittings, and flared entrance sections that conform to the plans. Recycled and other materials meeting these requirements are allowed if approved.

Furnish concrete in accordance with Item 432, "Riprap."

2.3. **Temporary Paved Flumes**. Furnish asphalt concrete, hydraulic cement concrete, or other comparable non-erodible material that conforms to the plans. Provide rock or rubble with a minimum diameter of 6 in. and a maximum volume of 1/2 cu. ft. for the construction of energy dissipaters.

2.4. **Construction Exits**. Provide materials that meet the details shown on the plans and this Section.

2.4.1. **Rock Construction Exit**. Provide crushed aggregate for long- and short-term construction exits. Furnish aggregates that are clean, hard, durable, and free from adherent coatings such as salt, alkali, dirt, clay, loam, shale, soft or flaky materials, and organic and injurious matter. Use 4- to 8-in. aggregate for Type 1. Use 2- to 4-in. aggregate for Type 3.

2.4.2. **Timber Construction Exit**. Furnish No. 2 quality or better railroad ties and timbers for long-term construction exits, free of large and loose knots and treated to control rot. Fasten timbers with nuts and bolts or lag bolts, of at least 1/2 in. diameter, unless otherwise shown on the plans or allowed. Provide plywood or pressed wafer board at least 1/2 in. thick for short-term exits.

2.4.3. **Foundation Course**. Provide a foundation course consisting of flexible base, bituminous concrete, hydraulic cement concrete, or other materials as shown on the plans or directed.

2.5. **Embankment for Erosion Control**. Provide rock, loam, clay, topsoil, or other earth materials that will form a stable embankment to meet the intended use.

2.6. **Pipe**. Provide pipe outlet material in accordance with Item 556, “Pipe Underdrains,” and details shown on the plans.

2.7. **Construction Perimeter Fence**.

2.7.1. **Posts**. Provide essentially straight wood or steel posts that are at least 60 in. long. Furnish soft wood posts with a minimum diameter of 3 in., or use nominal 2 × 4 in. boards. Furnish hardwood posts with a minimum cross-section of 1-1/2 × 1-1/5 in. Furnish T- or L-shaped steel posts with a minimum weight of 0.5 lb. per foot.

2.7.2. **Fence**. Provide orange construction fencing as approved.

2.7.3. **Fence Wire**. Provide 11 gauge or larger galvanized smooth or twisted wire. Provide 16 gauge or larger tie wire.

2.7.4. **Flagging**. Provide brightly-colored flagging that is fade-resistant and at least 3/4 in. wide to provide maximum visibility both day and night.

2.7.5. **Staples**. Provide staples with a crown at least 1/2 in. wide and legs at least 1/2 in. long.

2.7.6. **Used Materials**. Previously used materials meeting the applicable requirements may be used if approved.

2.8. **Sandbags**. Provide sandbag material of polypropylene, polyethylene, or polyamide woven fabric with a minimum unit weight of 4 oz. per square yard, a Mullen burst-strength exceeding 300 psi, and an ultraviolet stability exceeding 70%.

Use natural coarse sand or manufactured sand meeting the gradation given in Table 1 to fill sandbags. Filled sandbags must be 24 to 30 in. long, 16 to 18 in. wide, and 6 to 8 in. thick.

Table 1
Sand Gradation

Sieve #	Retained (% by Weight)
4	Maximum 3%
100	Minimum 80%
200	Minimum 95%

Aggregate may be used instead of sand for situations where sandbags are not adjacent to traffic. The aggregate size shall not exceed 3/8 in.

2.9. **Temporary Sediment Control Fence**. Provide a net-reinforced fence using woven geo-textile fabric. Logos visible to the traveling public will not be allowed.

2.9.1. **Fabric**. Provide fabric materials in accordance with DMS-6230, "Temporary Sediment Control Fence Fabric."

2.9.2. **Posts**. Provide essentially straight wood or steel posts with a minimum length of 48 in., unless otherwise shown on the plans. Furnish soft wood posts at least 3 in. in diameter, or use nominal 2 × 4 in. boards. Furnish hardwood posts with a minimum cross-section of 1-1/2 × 1-1/2 in. Furnish T- or L-shaped steel posts with a minimum weight of 1.3 lb. per foot.

2.9.3. **Net Reinforcement**. Provide net reinforcement of at least 12-1/2 gauge galvanized welded wire mesh, with a maximum opening size of 2 × 4 in., at least 24 in. wide, unless otherwise shown on the plans.

2.9.4. **Staples**. Provide staples with a crown at least 3/4 in. wide and legs 1/2 in. long.

2.9.5. **Used Materials**. Use recycled material meeting the applicable requirements if approved.

2.10. **Biodegradable Erosion Control Logs**.

2.10.1. **Core Material**. Furnish core material that is biodegradable or recyclable. Use compost, mulch, aspen excelsior wood fibers, chipped site vegetation, agricultural rice or wheat straw, coconut fiber, 100% recyclable fibers, or any other acceptable material unless specifically called out on the plans. Permit no more than 5% of the material to escape from the containment mesh. Furnish compost meeting the requirements of Item 161, "Compost."

2.10.2. **Containment Mesh**. Furnish containment mesh that is 100% biodegradable, photodegradable, or recyclable such as burlap, twine, UV photodegradable plastic, polyester, or any other acceptable material.

Furnish biodegradable or photodegradable containment mesh when log will remain in place as part of a vegetative system.

Furnish recyclable containment mesh for temporary installations.

2.10.3. **Size**. Furnish biodegradable erosion control logs with diameters shown on the plans or as directed. Stuff containment mesh densely so logs do not deform.

3. CONSTRUCTION

3.1. **Contractor Responsibilities**. Implement the Owner's Storm Water Pollution Prevention Plan (SWP3) for the project in accordance with the plans and specifications, TPDES General Permit TXR150000, and as directed by the Owner. Develop and implement an SWP3 for project-specific material supply plants within and outside of the Owner's right of way in accordance with the specific or general storm water permit requirements. Prevent water pollution from storm water associated with construction activity from entering any surface water or private property on or adjacent to the project site.

3.2. **General.**

3.2.1. **Phasing**. Implement control measures in the area to be disturbed before beginning construction, or as directed. Limit the disturbance to the area shown on the plans or as directed. If, in the opinion of the Owner, the Contractor cannot control soil erosion and sedimentation resulting from construction operations, the Owner will limit the disturbed area to that which the Contractor is able to control. Minimize disturbance to vegetation.

3.2.2. **Maintenance**. Immediately correct ineffective control measures. Implement additional controls as directed. Remove excavated material within the time requirements specified in the applicable storm water permit.

3.2.3. **Stabilization**. Stabilize disturbed areas where construction activities will be temporarily stopped in accordance with the applicable storm water permit. Establish a uniform vegetative cover. The project will not be accepted until a 70% density of existing adjacent undisturbed areas is obtained, unless otherwise shown

on the plans. When shown on the plans, the Owner may accept the project when adequate controls are in place that will control erosion, sedimentation, and water pollution until sufficient vegetative cover can be established.

3.2.4. **Finished Work**. Upon acceptance of vegetative cover, remove and dispose of all temporary control measures, temporary embankments, bridges, matting, falsework, piling, debris, or other obstructions placed during construction that are not a part of the finished work, or as directed.

3.2.5. **Restricted Activities and Required Precautions**. Do not discharge onto the ground or surface waters any pollutants such as chemicals, raw sewage, fuels, lubricants, coolants, hydraulic fluids, bitumens, or any other petroleum product. Operate and maintain equipment on-site to prevent actual or potential water pollution. Manage, control, and dispose of litter on-site such that no adverse impacts to water quality occur. Prevent dust from creating a potential or actual unsafe condition, public nuisance, or condition endangering the value, utility, or appearance of any property. Wash out concrete trucks only as described in the TPDES General Permit TXR150000. Utilize appropriate controls to minimize the offsite transport of suspended sediments and other pollutants if it is necessary to pump or channel standing water (i.e. dewatering). Prevent discharges that would contribute to a violation of Edwards Aquifer Rules, water quality standards, the impairment of a listed water body, or other state or federal law.

3.3. **Installation, Maintenance, and Removal Work**. Perform work in accordance with the SWP3, according to manufacturers' guidelines, and in accordance with the TPDES General Permit TXR150000. Install and maintain the integrity of temporary erosion and sedimentation control devices to accumulate silt and debris until soil disturbing activities are completed and permanent erosion control features are in place or the disturbed area has been adequately stabilized as determined by the Owner. . If a device ceases to function as intended, repair or replace the device or portions thereof as necessary. Remove sediment, debris, and litter. When approved, sediments may be disposed of within embankments, or in the right of way in areas where the material will not contribute to further siltation. Dispose of removed material in accordance with federal, state, and local regulations.

Remove devices upon approval or as directed. Finish-grade and dress the area upon removal. Stabilize disturbed areas in accordance with the permit, and as shown on the plans or directed. Materials removed are considered consumed by the project. Retain ownership of stockpiled material and remove it from the project when new installations or replacements are no longer required.

3.3.1. **Rock Filter Dams for Erosion Control.** Remove trees, brush, stumps, and other objectionable material that may interfere with the construction of rock filter dams. Place sandbags as a foundation when required or at the Contractor's option.

Place the aggregate to the lines, height, and slopes specified, without undue voids for Types 1, 2, 3, and 5. Place the aggregate on the mesh and then fold the mesh at the upstream side over the aggregate and secure it to itself on the downstream side with wire ties, or hog rings for Types 2 and 3, or as directed. Place rock filter dams perpendicular to the flow of the stream or channel unless otherwise directed. Construct filter dams according to the following criteria unless otherwise shown on the plans:

3.3.1.1. **Type 1 (Non-reinforced)**.

3.3.1.1.1. **Height**. At least 18 in. measured vertically from existing ground to top of filter dam.

3.3.1.1.2. **Top Width**. At least 2 ft.

3.3.1.1.3. **Slopes**. No steeper than 2:1.

3.3.1.2. **Type 2 (Reinforced)**.

3.3.1.2.1. **Height**. At least 18 in. measured vertically from existing ground to top of filter dam.

3.3.1.2.2. **Top Width**. At least 2 ft.

3.3.1.2.3. **Slopes**. No steeper than 2:1.

3.3.1.3. **Type 3 (Reinforced)**.

3.3.1.3.1. **Height**. At least 36 in. measured vertically from existing ground to top of filter dam.

3.3.1.3.2. **Top Width**. At least 2 ft.

3.3.1.3.3. **Slopes**. No steeper than 2:1.

3.3.1.4. **Type 4 (Sack Gabions)**. Unfold sack gabions and smooth out kinks and bends. Connect the sides by lacing in a single loop–double loop pattern on 4- to 5-in. spacing for vertical filling. Pull the end lacing rod at one end until tight, wrap around the end, and twist 4 times. Fill with stone at the filling end, pull the rod tight, cut the wire with approximately 6 in. remaining, and twist wires 4 times.

Place the sack flat in a filling trough, fill with stone, connect sides, and secure ends as described above for horizontal filling.

Lift and place without damaging the gabion. Shape sack gabions to existing contours.

3.3.1.5. **Type 5**. Provide rock filter dams as shown on the plans.

3.3.2. **Temporary Pipe Slope Drains**. Install pipe with a slope as shown on the plans or as directed. Construct embankment for the drainage system in 8-in. lifts to the required elevations. Hand-tamp the soil around and under the entrance section to the top of the embankment as shown on the plans or as directed. Form the top of the embankment or earth dike over the pipe slope drain at least 1 ft. higher than the top of the inlet pipe at all points. Secure the pipe with hold-downs or hold-down grommets spaced a maximum of 10 ft. on center. Construct the energy dissipaters or sediment traps as shown on the plans or as directed. Construct the sediment trap using concrete or rubble riprap in accordance with Item 432, “Riprap,” when designated on the plans.

3.3.3. **Temporary Paved Flumes**. Construct paved flumes as shown on the plans or as directed. Provide excavation and embankment (including compaction of the subgrade) of material to the dimensions shown on the plans unless otherwise indicated. Install a rock or rubble riprap energy dissipater, constructed from the materials specified above, to a minimum depth of 9 in. at the flume outlet to the limits shown on the plans or as directed.

3.3.4. **Construction Exits**. Prevent traffic from crossing or exiting the construction site or moving directly onto a public roadway, alley, sidewalk, parking area, or other right of way areas other than at the location of construction exits when tracking conditions exist. Construct exits for either long- or short-term use.

3.3.4.1. **Long-Term**. Place the exit over a foundation course as required. Grade the foundation course or compacted subgrade to direct runoff from the construction exits to a sediment trap as shown on the plans or as directed. Construct exits with a width of at least 14 ft. for one-way and 20 ft. for two-way traffic for the full width of the exit, or as directed.

3.3.4.1.1. **Type 1**. Construct to a depth of at least 8 in. using crushed aggregate as shown on the plans or as directed.

3.3.4.1.2. **Type 2**. Construct using railroad ties and timbers as shown on the plans or as directed.

3.3.4.2. **Short-Term**.

3.3.4.2.1. **Type 3**. Construct using crushed aggregate, plywood, or wafer board. This type of exit may be used for daily operations where long-term exits are not practical.

3.3.4.2.2. **Type 4**. Construct as shown on the plans or as directed.

3.3.5. **Earthwork for Erosion Control**. Perform excavation and embankment operations to minimize erosion and to remove collected sediments from other erosion control devices.

3.3.5.1. **Excavation and Embankment for Erosion Control Features**. Place earth dikes, swales, or combinations of both along the low crown of daily lift placement, or as directed, to prevent runoff spillover. Place swales and dikes at other locations as shown on the plans or as directed to prevent runoff spillover or to divert runoff. Construct cuts with the low end blocked with undisturbed earth to prevent erosion of hillsides. Construct sediment traps at drainage structures in conjunction with other erosion control measures as shown on the plans or as directed.

Create a sediment basin, where required, providing 3,600 cu. ft. of storage per acre drained, or equivalent control measures for drainage locations that serve an area with 10 or more disturbed acres at one time, not including offsite areas.

3.3.5.2. **Excavation of Sediment and Debris**. Remove sediment and debris when accumulation affects the performance of the devices, after a rain, and when directed.

3.3.6. **Construction Perimeter Fence**. Construct, align, and locate fencing as shown on the plans or as directed.

3.3.6.1. **Installation of Posts**. Embed posts 18 in. deep or adequately anchor in rock, with a spacing of 8 to 10 ft.

3.3.6.2. **Wire Attachment**. Attach the top wire to the posts at least 3 ft. from the ground. Attach the lower wire midway between the ground and the top wire.

3.3.6.3. **Flag Attachment**. Attach flagging to both wire strands midway between each post. Use flagging at least 18 in. long. Tie flagging to the wire using a square knot.

3.3.7. **Sandbags for Erosion Control**. Construct a berm or dam of sandbags that will intercept sediment-laden storm water runoff from disturbed areas, create a retention pond, detain sediment, and release water in sheet flow. Fill each bag with sand so that at least the top 6 in. of the bag is unfilled to allow for proper tying of the open end. Place the sandbags with their tied ends in the same direction. Offset subsequent rows of sandbags 1/2 the length of the preceding row. Place a single layer of sandbags downstream as a secondary debris trap. Place additional sandbags as necessary or as directed for supplementary support to berms or dams of sandbags or earth.

3.3.8. **Temporary Sediment-Control Fence**. Provide temporary sediment-control fence near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. Incorporate the fence into erosion-control measures used to control sediment in areas of higher flow. Install the fence as shown on the plans, as specified in this Section, or as directed.

3.3.8.1. **Installation of Posts**. Embed posts at least 18 in. deep, or adequately anchor, if in rock, with a spacing of 6 to 8 ft. and install on a slight angle toward the runoff source.

3.3.8.2. **Fabric Anchoring**. Dig trenches along the uphill side of the fence to anchor 6 to 8 in. of fabric. Provide a minimum trench cross-section of 6 × 6 in. Place the fabric against the side of the trench and align approximately 2 in. of fabric along the bottom in the upstream direction. Backfill the trench, then hand-tamp.

3.3.8.3. **Fabric and Net Reinforcement Attachment**. Attach the reinforcement to wooden posts with staples, or to steel posts with T-clips, in at least 4 places equally spaced unless otherwise shown on the plans. Sewn vertical pockets may be used to attach reinforcement to end posts. Fasten the fabric to the top strand of reinforcement by hog rings or cord every 15 in. or less.

3.3.8.4. **Fabric and Net Splices**. Locate splices at a fence post with a minimum lap of 6 in. attached in at least 6 places equally spaced unless otherwise shown on the plans. Do not locate splices in concentrated flow areas.

Requirements for installation of used temporary sediment-control fence include the following:

- fabric with minimal or no visible signs of biodegradation (weak fibers),
- fabric without excessive patching (more than 1 patch every 15 to 20 ft.),
- posts without bends, and
- backing without holes.

3.3.9. **Biodegradable Erosion Control Logs**. Install biodegradable erosion control logs near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. Incorporate the biodegradable erosion control logs into the erosion measures used to control sediment in areas of higher flow. Install, align, and locate the biodegradable erosion control logs as specified below, as shown in plans or as directed.

Secure biodegradable erosion control logs in a method adequate to prevent displacement as a result of normal rain events, prevent damage to the logs, and to the satisfaction of the Owner such that flow is not allowed under the logs. Temporarily removing and replacing biodegradable erosion logs as to facilitate daily work is allowed at the Contractor's expense.

3.3.10. **Vertical Tracking**. Perform vertical tracking on slopes to temporarily stabilize soil. Provide equipment with a track undercarriage capable of producing a linear soil impression measuring a minimum of 12 in. long × 2 to 4 in. wide × 1/2 to 2 in. deep. Do not exceed 12 in. between track impressions. Install continuous linear track impressions where the 12 in. length impressions are perpendicular to the slope. Vertical tracking is required on projects where soil disturbing activities have occurred unless otherwise approved.

4. MEASUREMENT

4.1. **Rock Filter Dams**. Installation or removal of rock filter dams will be measured by the foot or by the cubic yard. The measured volume will include sandbags, when used.

4.1.1. **Linear Measurement**. When rock filter dams are measured by the foot, measurement will be along the centerline of the top of the dam.

4.1.2. **Volume Measurement**. When rock filter dams are measured by the cubic yard, measurement will be based on the volume of rock computed by the method of average end areas.

4.1.2.1. **Installation**. Measurement will be made in final position.

4.1.2.2. **Removal**. Measurement will be made at the point of removal.

4.2. **Temporary Pipe Slope Drains**. Temporary pipe slope drains will be measured by the foot.

4.3. **Temporary Paved Flumes**. Temporary paved flumes will be measured by the square yard of surface area. The measured area will include the energy dissipater at the flume outlet.

4.4. **Construction Exits**. Construction exits will be measured by the square yard of surface area.

4.5. **Earthwork for Erosion and Sediment Control**.

4.5.1. **Equipment and Labor Measurement**. Equipment and labor used will be measured by the actual number of hours the equipment is operated and the labor is engaged in the work.

4.5.2. **Volume Measurement**.

4.5.2.1. **In Place**.

4.5.2.1.1. **Excavation**. Excavation will be measured by the cubic yard in its original position and the volume computed by the method of average end areas.

4.5.2.1.2. **Embankment**. Embankment will be measured by the cubic yard in its final position by the method of average end areas. The volume of embankment will be determined between:

- the original ground surfaces or the surface upon that the embankment is to be constructed for the feature and
- the lines, grades and slopes of the accepted embankment for the feature.

4.5.2.2. **In Vehicles**. Excavation and embankment quantities will be combined and paid for under "Earthwork (Erosion and Sediment Control, In Vehicle)." Excavation will be measured by the cubic yard in vehicles at the point of removal. Embankment will be measured by the cubic yard in vehicles measured at the point of delivery. Shrinkage or swelling factors will not be considered in determining the calculated quantities.

4.6. **Construction Perimeter Fence**. Construction perimeter fence will be measured by the foot.

4.7. **Sandbags for Erosion Control**. Sandbags will be measured as each sandbag or by the foot along the top of sandbag berms or dams.

4.8. **Temporary Sediment-Control Fence**. Installation or removal of temporary sediment-control fence will be measured by the foot.

4.9. **Biodegradable Erosion Control Logs**. Installation or removal of biodegradable erosion control logs will be measured by the foot along the centerline of the top of the control logs.

4.10. **Vertical Tracking**. Vertical tracking will not be measured or paid for directly but is considered subsidiary to this Item.

5. PAYMENT

The following will not be paid for directly but are subsidiary to pertinent Items:

- erosion-control measures for Contractor project-specific locations (PSLs) inside and outside the right of way (such as construction and haul roads, field offices, equipment and supply areas, plants, and material sources);
- removal of litter, unless a separate pay item is shown on the plans;
- repair to devices and features damaged by Contractor operations;
- added measures and maintenance needed due to negligence, carelessness, lack of maintenance, and failure to install permanent controls;
- removal and reinstallation of devices and features needed for the convenience of the Contractor;
- finish grading and dressing upon removal of the device; and
- minor adjustments including but not limited to plumbing posts, reattaching fabric, minor grading to maintain slopes on an erosion embankment feature, or moving small numbers of sandbags.

Stabilization of disturbed areas will be paid for under pertinent Items.

Furnishing and installing pipe for outfalls associated with sediment traps and ponds will not be paid for directly but is subsidiary to the excavation and embankment under this Item.

5.1. **Rock Filter Dams**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows:

5.1.1. **Installation**. Installation will be paid for as "Rock Filter Dams (Install)" of the type specified. This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

5.1.2. **Removal**. Removal will be paid for as "Rock Filter Dams (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

When the Owner directs that the rock filter dam installation or portions thereof be replaced, payment will be made at the unit price bid for "Rock Filter Dams (Remove)" and for "Rock Filter Dams (Install)" of the type specified. This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

5.2. **Temporary Pipe Slope Drains**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Temporary Pipe Slope Drains" of the size specified. This price is full compensation for furnishing materials, removal and disposal, furnishing and operating equipment, labor, tools, and incidentals.

Removal of temporary pipe slope drains will not be paid for directly but is subsidiary to the installation Item. When the Owner directs that the pipe slope drain installation or portions thereof be replaced, payment will be made at the unit price bid for "Temporary Pipe Slope Drains" of the size specified, which is full compensation for the removal and reinstallation of the pipe drain.

Earthwork required for the pipe slope drain installation, including construction of the sediment trap, will be measured and paid for under "Earthwork for Erosion and Sediment Control."

Riprap concrete or stone, when used as an energy dissipater or as a stabilized sediment trap, will be measured and paid for in accordance with Item 432, "Riprap."

5.3. **Temporary Paved Flumes**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Temporary Paved Flume (Install)" or "Temporary Paved Flume (Remove)." This price is full compensation for furnishing and placing materials, removal and disposal, equipment, labor, tools, and incidentals.

When the Owner directs that the paved flume installation or portions thereof be replaced, payment will be made at the unit prices bid for "Temporary Paved Flume (Remove)" and "Temporary Paved Flume (Install)." These prices are full compensation for the removal and replacement of the paved flume and for equipment, labor, tools, and incidentals.

Earthwork required for the paved flume installation, including construction of a sediment trap, will be measured and paid for under "Earthwork for Erosion and Sediment Control."

5.4. **Construction Exits**. Contractor-required construction exits from off right of way locations or on-right of way PSLs will not be paid for directly but are subsidiary to pertinent Items.

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" for construction exits needed on right of way access to work areas required by the Owner will be paid for at the unit price bid for "Construction Exits (Install)" of the type specified or "Construction Exits (Remove)." This price is full compensation for furnishing and placing materials, excavating, removal and disposal, cleaning vehicles, labor, tools, and incidentals.

When the Owner directs that a construction exit or portion thereof be removed and replaced, payment will be made at the unit prices bid for "Construction Exit (Remove)" and "Construction Exit (Install)" of the type specified. These prices are full compensation for the removal and replacement of the construction exit and for equipment, labor, tools, and incidentals.

Construction of sediment traps used in conjunction with the construction exit will be measured and paid for under "Earthwork for Erosion and Sediment Control."

5.5. **Earthwork for Erosion and Sediment Control**.

5.5.1. **Initial Earthwork for Erosion and Sediment Control**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Excavation (Erosion and Sediment Control, In Place)," "Embankment (Erosion and Sediment Control, In Place)," "Excavation (Erosion and Sediment Control, In Vehicle)," "Embankment (Erosion and Sediment Control, (In Vehicle)," or "Earthwork (Erosion and Sediment Control, In Vehicle)."

This price is full compensation for excavation and embankment including hauling, disposal of material not used elsewhere on the project; embankments including furnishing material from approved sources and construction of erosion-control features; and equipment, labor, tools, and incidentals.

Sprinkling and rolling required by this Item will not be paid for directly, but will be subsidiary to this Item.

5.5.2. **Maintenance Earthwork for Erosion and Sediment Control for Cleaning and Restoring Control Measures**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid under a Contractor Force Account Item from invoice provided to the Owner.

This price is full compensation for excavation, embankment, and re-grading including removal of accumulated sediment in various erosion control installations as directed, hauling, and disposal of material not used elsewhere on the project; excavation for construction of erosion-control features; embankments including furnishing material from approved sources and construction of erosion-control features; and equipment, labor, tools, and incidentals.

Earthwork needed to remove and obliterate erosion-control features will not be paid for directly but is subsidiary to pertinent Items unless otherwise shown on the plans.

Sprinkling and rolling required by this Item will not be paid for directly, but will be subsidiary to this Item.

5.6. **Construction Perimeter Fence**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Construction Perimeter Fence." This price is full compensation for furnishing and placing the fence; digging, fence posts, wire, and flagging; removal and disposal; and materials, equipment, labor, tools, and incidentals.

Removal of construction perimeter fence will be not be paid for directly but is subsidiary to the installation Item. When the Owner directs that the perimeter fence installation or portions thereof be removed and replaced, payment will be made at the unit price bid for "Construction Perimeter Fence," which is full compensation for the removal and reinstallation of the construction perimeter fence.

5.7. **Sandbags for Erosion Control**. Sandbags will be paid for at the unit price bid for "Sandbags for Erosion Control" (of the height specified when measurement is by the foot). This price is full compensation for materials, placing sandbags, removal and disposal, equipment, labor, tools, and incidentals.

Removal of sandbags will not be paid for directly but is subsidiary to the installation Item. When the Owner directs that the sandbag installation or portions thereof be replaced, payment will be made at the unit price bid for "Sandbags for Erosion Control," which is full compensation for the reinstallation of the sandbags.

5.8. **Temporary Sediment-Control Fence**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows:

5.8.1. **Installation**. Installation will be paid for as "Temporary Sediment-Control Fence (Install)." This price is full compensation for furnishing and operating equipment finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

5.8.2. **Removal**. Removal will be paid for as "Temporary Sediment-Control Fence (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

5.9. **Biodegradable Erosion Control Logs**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows:

5.9.1. **Installation**. Installation will be paid for as "Biodegradable Erosion Control Logs (Install)" of the size specified. This price is full compensation for furnishing and operating equipment finish backfill and grading, staking, proper disposal, labor, materials, tools, and incidentals.

5.9.2. **Removal**. Removal will be paid for as "Biodegradable Erosion Control Logs (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

5.10. **Vertical Tracking**. Vertical tracking will not be measured or paid for directly but is considered subsidiary to this Item.

Special Specification 1004
Tree Protection

1. DESCRIPTION

Install tree protection as shown on the plans or as directed.

2. MATERIALS

Furnish materials in accordance with the plans.

3. CONSTRUCTION

Use construction methods in accordance with the plans.

4. MEASUREMENT

This Item will be measured by the acres of trees protected or by each tree protected.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Tree Protection." This price is full compensation for furnishing all materials, equipment, labor, and incidentals.

Special Specification 4000
Prefabricated Pedestrian Steel Truss Bridge Span

1. DESCRIPTION

Design, fabricate, and install prefabricated pedestrian steel truss bridge spans including bearing devices, anchor bolts, bridge deck, and pedestrian railings. This Item does not govern the design or construction of bridge substructure, including piers, abutments, and foundations.

1.1. **Design.**

The Contractor is responsible for the structural adequacy of the prefabricated pedestrian steel truss bridge span design. Submit to the Engineer details and design calculations bearing the seal of a licensed professional engineer for review and approval. Include the steel truss span superstructure, bearing devices, anchor bolts, bridge deck, and bridge railing with accessibility handrails when required. Provide at least 28 calendar days notice before the start of fabrication. Design in compliance with the current AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges. The department will not grant additional time for rejection or correction of design submissions.

For the maintenance vehicle, use the current AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges.

Design railing as 42 in. pedestrian railing in accordance with the latest AASHTO requirements for pedestrian railing. Railing may be integral with through truss members provided it satisfies LRFD Specification requirements.

Design bridge deck surfaces to meet the requirements of Texas Accessibility Standards (TAS) Section 302, “Floor and Ground Surfaces.”

When bridge deck grade is equal to or greater than 5%, provide accessible handrails meeting the requirements of the TAS Section 505, “Handrails.”

2. MATERIALS

Provide materials that meet requirements of the following Items:

- Item 421, “Hydraulic Cement Concrete”
- Item 422, “Concrete Superstructures”
- Item 434, “Bridge Bearings”
- Item 440, “Reinforcement for Concrete”
- Item 441, “Steel Structures”
- Item 442, “Metal for Structures”
- Item 447, “Structural Bolting”
- Item 448, “Structural Field Welding”
- Item 449, “Anchor Bolts”
- Item 491, “Timber for Structures”

Paint, galvanize, or leave the steel truss surfaces exposed. When specified, galvanize as directed by Item 445, “Galvanizing.” When painting, use Protection System II as directed by Item 446, “Field Cleaning and Painting Steel.” Paint gray unless otherwise shown on the plans. Provide a Society for Protective Coatings SSPC SP6 cleaning for exposed weathering steel.

2.1. **Fabrication.**

Fabricate the trusses, bearing devices, and other permanent metal components for the steel truss span in accordance with Item 441, "Steel Structures." Fabricators performing the work must be approved by the Department before producing the steel truss spans for department projects. A list of approved pedestrian steel truss bridge span fabricators is maintained by the Construction Division. Approval of the fabricator is based on the following:

- Obtaining certification by the American Institute of Steel Construction (AISC) Quality Certification Program as a fabrication shop for Major Steel Bridges (CBR);
- Obtaining an AISC Sophisticated Coatings Endorsement when painted bridges are specified;
- Demonstrating the ability to design and fabricate pedestrian steel truss bridge spans that provide quality workmanship, detailing, structural integrity, and satisfactory aesthetics; and
- Having readily available access to the services of a licensed professional engineer, experienced in the design of pedestrian steel truss bridge spans.

Prepare and submit detailed shop drawings for the steel truss span, bearing devices, bridge deck, deck joints, bridge railings, and accessibility handrails. Submit 6 complete copies of the shop drawings for review and approval. Give the Engineer at least 28 calendar days to review and approve each shop drawing submittal. Include unique drawings that illustrate specific portions of the work to be done. Clearly show all relevant design information such as member sizes and connections.

3. CONSTRUCTION

Erect the bridge and construct the deck in accordance with the following Items:

- Item 422, "Concrete Superstructures"
- Item 441, "Steel Structures"
- Item 491, "Timber for Structures"

Construct bridge deck surfaces that meet the requirements of TAS Section 302, "Floor and Ground Surfaces."

4. MEASUREMENT

This Item will be measured by each pedestrian truss bridge span in the completed and accepted final position.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured under "Measurement" will be paid for at the unit price bid for "Prefabricated Pedestrian Steel Truss Bridge Span" of the length specified. This price is full compensation for design, fabrication, transport, erection, deck construction, and final finishing; and for equipment, labor, tools, and incidentals.

TXDOT SPECIAL SPECIFICATION WC4999
PRECAST CONCRETE BOARDWALK SYSTEM

PART 1-GENERAL

1.1 SUMMARY

These specifications are for a precast concrete boardwalk and shall be regarded as minimum standards for this project.

This item shall also include the design, specification, and construction of a railing and foundation system that is attached to the proposed boardwalk system.

1.2 ALTERNATE REQUIREMENTS: Alternates are allowed provided that the following minimum standards and these "Precast Concrete Boardwalk System" specifications are met.

A. "Minimum Standards" as outlined in section 1.3 below must be met.
B. A signed and sealed drawing of the precast boardwalk system (including tread layout, structural details designed for the design loads shown on the contract documents, foundation design and layout) must be submitted by a Professional Engineer licensed in the State of Texas and approved by the engineer.
C. Submittal must meet the requirements set forth in section 1.6a.

1.3 MINIMUM STANDARDS: The selected boardwalk shall have the following minimum characteristics:

A. The precast system shall be designed as a modular flexible system allowing a prescribed settlement at pier locations. Joints shall be designed for such movement to occur without damage to the structural integrity of the system.

B. Boardwalk system (beams, treads, and curbs if applicable) must be reinforced precast concrete. A material change, including cast-in-place concrete, is not considered an equal to the design shown on the bid documents.

C. Walking surface (treads) shall be made of reinforced precast concrete and supported by reinforced precast concrete beams. Where applicable, edges of treads will receive precast concrete curbs.

D. Walking surface (finish) of top surface of treads shall have a formliner finish with one of standard textures (sandblast, broom or timber). Texture must be integral with the concrete and shall not be an applied post pour wearing surface.

E. Precast concrete treads shall be structural load bearing elements and shall interlock with one another via a "tongue and groove" connection.

F. All precast shall consist of integrally colored concrete in a color selected by the owner.

G. DESIGN LOADS: Designed for the following live loads:
   1. Pedestrian live load of 90 psf.
   2. H10 Design Truck – 20,000 lbs. (Applicable for boardwalk clearance exceeding 10 ft.)

H. Treads shall maintain a "boardwalk appearance", specifically meaning each tread shall have a width: length ratio ranging from a minimum of 3:1 to a maximum of 14:1. Width is defined as the tread dimension perpendicular to the normal direction of travel. Length is defined as the tread dimension measured in the direction of travel.

I. Tread width shall be as noted on the contract drawings. Alignment should follow the horizontal and vertical alignment shown on the contract plans.

J. Connectors for curbs (if applicable) to treads shall not be visible to boardwalk users while viewed from the top of the walkway.

K. All tread-to-beam connectors shall be non-corrosive and hidden from view. Metallic tread-to-beam connectors are not acceptable for this project.

L. Boardwalk supplier shall provide a field representative on site for a minimum of 2 days. Field representative shall be knowledgeable in the installation of precast concrete boardwalks.

1.4 QUALITY ASSURANCE

A. The contractor performing the installation of the pile foundations shall have installed piles of size and length similar to those shown on the plans for a minimum of three (3) years prior to the bid date for this project. The contractor shall submit a list containing at least three (3) projects completed in the last three (3) years on which the contractor has installed piles of a size and length similar to those shown on the plans. The list of projects shall contain names and phone numbers of owner's representatives who can verify the Contractor's participation on those projects.

A. Manufacturer Qualifications: Not less than 10 years' experience in the actual production of precast products as described below.

   1. Components shall be factory fabricated and engineered by single entity. This entity shall be registered to do business in the State of Texas.
   2. Boardwalk supplier for the boardwalk shall have in-house color mixing facilities for color pigmentation.
   3. Boardwalk supplier shall have either a minimum experience of 5 years or 50 boardwalk projects in design, production, and field consultation.
   4. Boardwalk supplier must be certified by PCI or NPCA.

5. Precast components must be manufactured with the use of hot rolled steel skin in reinforced steel forms. Temporary (i.e., Timber) and/or single use forms are unacceptable unless approved in writing by the Boardwalk Engineer.

B. Acceptability Criteria for Treads and Curbs (if applicable): The finished visible (in the final installed position) surface shall have no obvious imperfections other than minimal color or texture variations from the approved samples or evidence of repairs when viewed in good typical daylight illumination with the unaided naked eye at a 20 ft. viewing distance. Appearance of the surface shall not be evaluated when light is illuminating the surface from an extreme angle as it tends to accentuate the minor surface irregularities. The following is a list of finish defects that shall be properly repaired, if obvious when viewed at a 20 ft. distance. Patching (by a trained skilled concrete repair person) is an acceptable repair method.

1. Ragged or irregular surfaces.
2. Excessive air voids (commonly called bug holes) larger than ¼ in. evident on the top surface of the tread or curbs (if applicable).
3. Adjacent flat and return surfaces with greater texture and/or color differences than the approved samples or mockups.
4. Casting and/or aggregate segregation lines evident from different concrete placement lifts and consolidation.
5. Visible mold joints or irregular surfaces.
6. Rust stains on exposed surfaces.
7. Units with excessive variation in texture and/or color from the approved samples, within the unit or compared with adjacent units.
8. Blocking stains evident on exposed surfaces.
9. Areas of backup concrete bleeding through the facing concrete.
10. Foreign material embedded in the surface.
11. Visible repairs at a 20 ft. viewing distance.
12. Reinforcement shadow lines.
13. Cracks visible at a 20 ft. viewings distance.

C. Installer Qualifications: Firm with 3 years' experience in installation of systems similar in complexity to those required for this Project.

D. Mock-Up: Provide, if required by Architect/ Engineer, a mock-up for evaluation of the boardwalk showing the surface preparation techniques and application workmanship.

1. Finish areas designated by Architect / Engineer.
2. Do not proceed with remaining work until mock-up is accepted by Architect / Engineer.
3. Refinish mock-up area as required to produce acceptable work.

1.5 DESIGN

A. For applications requiring minimum disturbance due to tree roots or other existing objects specified by the Owner to be avoided during construction, the Boardwalk Manufacturer requires the Contractor or Engineer/Architect to provide a survey of the proposed boardwalk location identifying items of interest including tree roots that cannot be disturbed per the Owner.

B. The designer of the boardwalk, foundation and railing system shall be a qualified registered Professional Engineer licensed in the State of Texas and having a minimum of 20 years of experience in the design of concrete structures, foundation and railing systems.

C. The foundation design shown on the boardwalk drawings are based recommendations found in the geotechnical report entitled "Geotechnical Engineering Study for Brushy Creek Regional Trail" by Raba Kistner Consultants, Inc. dated May 4, 2018 and the corresponding Addendum No. 2 dated July 19, 2018.

D. DESIGN CRITERIA: The design of the boardwalk and railing system shall comply with the following guidelines:

1. AASHTO LRFD Guide Specifications for The Design of Pedestrian Bridges, 2nd Edition with 2015 Interim Revisions.
2. AASHTO LRFD Bridge Design Specifications for Highway Bridges, 7th Edition with 2015 and 2016 Interim Revisions.
3. American Concrete Institute 2014 – Building Code and Commentary.
4. In addition to the dead loads of the system, the structure shall be designed for the live loads defined in Section 1.3.E above.

1.6 SUBMISSIONS: Prior to the start of fabrication or construction, the Contractor shall submit to the Engineer a design package, which shall include, but is not limited to, the following:

A. PRELIMINARY SUBMISSIONS: Prior to the start of fabrication or construction, the Contractor shall submit to the Engineer a design package, which shall include but not limited to the following:

1. DETAILED PLANS:

a. REGISTRATION / SEAL: Sealed by a licensed Professional Engineer (Texas).
b. PLAN VIEW: Full plan view of the boardwalk, foundation and railing system drawn to scale. The plan view must reflect the proposed horizontal alignment as shown on the design plans.
c. ELEVATION VIEW: Full elevation view of the boardwalk, railing and foundation system drawn to scale which reflect the actual vertical

alignment. Elevation views shall indicate the elevation at the top and bottom of the boardwalk and foundation system components, horizontal and vertical break points, and location of the finished grade.

d. DETAILS: Details of all boardwalk and railing system components and their connections such as the length, size and where changes occur; connections; etc.

e. CODE REFERENCE: Design parameters used along with AASHTO references.

2. DESIGN COMPUTATIONS: computations shall:

a. Be stamped by a licensed Professional Engineer in the State of Texas.
b. Clearly refer to the applicable AASHTO provisions.
c. Include documentation of computer programs including all design parameters.
d. Clearly show that all reinforced precast treads and beams meet AASHTO requirements for the loading per Section 1.3.F.
e. Include sketches of reinforcement in treads and beams, shear and moment diagrams, and all equations used shall be referenced to applicable code.

3. CONSTRUCTION SPECIFICATIONS:

a. Construction methods specific to the boardwalk vendor chosen. Submittal requirements such as certification, quality and acceptance/rejection criteria shall be included. Details on connection of boardwalk units and foundation system such that assurance of uniform load transfer shall be checked.

B. FINAL SUBMISSION: Once a boardwalk, foundation and railing system design has been reviewed and accepted by the Owner, the Contractor shall submit the final plans. The designer of the boardwalk, foundation and railing system is responsible for the review of any drawings prepared for fabrication. One set of all approved shop drawings shall be submitted to the Engineer's permanent records.

C. SUBMITTALS: Product Data: Submit Manufacturer's technical product data for railing components and accessories.

Manufacturer to supply submittal drawings for approval to include the following:

1. Section-thru details.
2. Mounting methods.
3. Typical Elevations.
4. Key plan layout.

D. SHOP DRAWINGS: Shop drawings shall:
a. Be stamped by a licensed Professional Engineer in the State of Texas.

b. Show actual field conditions and true elevation and location supplied after field verification.
c. Clearly detail reinforcement in beams, treads and curbs including clear dimension from concrete edge, size and amount of rebar.
d. Clearly state concrete reinforcement strength and epoxy coating where required as well as component weight and lifting locations.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Store products in manufacturer's unopened packaging until ready for installation.

B. Field Measurements: Where handrails and railings are indicated to fit to other construction, check actual dimensions of other construction by accurate field measurements before fabrication; show recorded measurements on final shop drawings:

1. Where field measurements cannot be made without delaying the railing fabrication and delivery, obtain guaranteed dimensions in writing by the Contractor and proceed with fabrication of products so as not to delay fabrication, delivery and installation.

C. Coordinate fabrication and delivery schedule of handrails with construction progress and sequence to avoid delay of railing installation.

1.8 WARRANTY:

A. Contractor will be responsible for installation defects associated with the boardwalk and abutment components, foundation system, and railings for a period of 12 calendar months from the date of final acceptance by the Owner.

B. Boardwalk manufacturer shall warranty all precast concrete components against defects in material and workmanship for a period of 10 years.

C. Railing manufacturer shall warranty the railing against defects in materials and workmanship for a period of 12 months.

1.9 MEASUREMENT AND PAYMENT

A. Precast concrete boardwalk, railings, and foundations shall be paid for at the contract lump sum price as listed in the bid proposal for “Precast Concrete Boardwalk”. This price shall include all materials, equipment, labor and work necessary for and incidental to the design, construction, delivery, unloading, assembly, and placement of the boardwalk and foundation as shown in the contract plans including all railings on the superstructure.

PART 2-MATERIALS & TESTING

2.1 PRECAST CONCRETE: shall conform to the following:

a. The minimum compressive strength of the concrete shall be 4000 psi measured at 28 days.
b. All precast concrete shall contain fiber reinforcing as well as structural steel reinforcement as designed by the Engineer of record.
c. All precast concrete components shall be air entrained composed of Portland cement, fine and course aggregates, admixtures and water. The air-entraining feature may be obtained by the use of either an air entraining Portland cement or an air entraining admixture. The entrained air-content shall be not less than four percent or more than seven percent.

PART 3 - EXECUTION

1.1 PRECAST CONCRETE BOARDWALK

A. Installation of the precast concrete boardwalk system and railings, if applicable, shall be performed in accordance to the approved plans and manufacturers installation instructions. Boardwalk manufacturer shall provide a field representative to review installation instructions with the Contractor and Engineer and to certify that the installation has been performed according to the approved drawings and manufacturer’s instructions.

END SECTION

DocuSign Envelope ID: 8432CA92-EA6E-4A5A-B6AB-E8802C95B768

Plotted on: 8/3/2018

WILLIAMSON COUNTY

DEPARTMENT OF INFRASTRUCTURE

BRUSHY CREEK TRAIL

FEDERAL AID PROJECT NUMBER: STP1802(205)TP
TXDOT CSJ: 0914-05-191

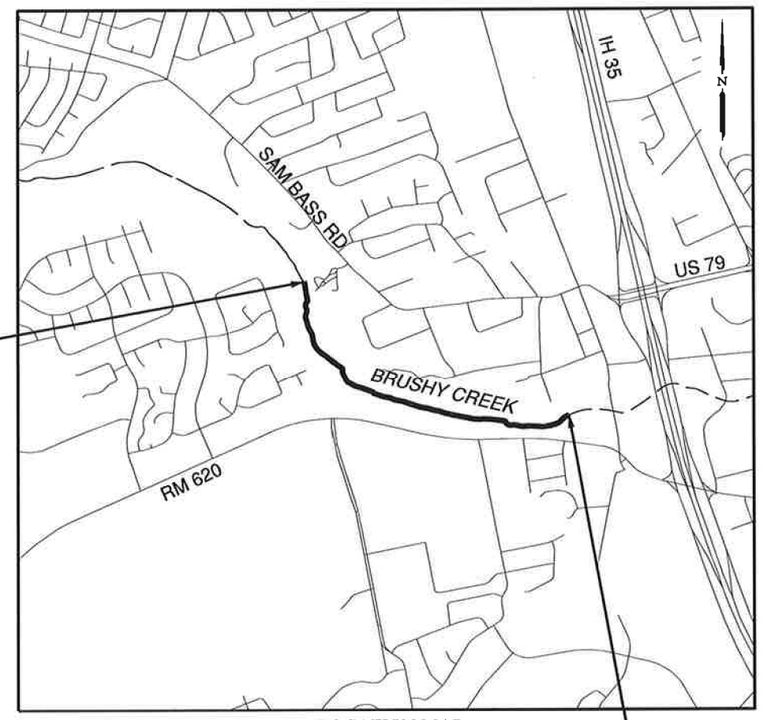
FOR THE CONSTRUCTION OF SHARED USE PATH

LIMITS: FROM HERITAGE TRAIL AT CREEKSIDE PLAZA
TO 1.1 MI. NW ALONG BRUSHY CREEK
WILLIAMSON COUNTY PROJECT NO: WPL18TAP
TOTAL LENGTH = 0.913 MILES (4,818.18 FEET)

SHARED USE PATH DESIGN SPEED = 12 MPH

SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION, NOVEMBER 1, 2014 AND THE SPECIFICATION ITEMS LISTED AND DATED AS FOLLOWS, SHALL GOVERN ON THIS PROJECT: REQUIRED CONTRACT PROVISIONS FOR ALL FEDERAL AID CONSTRUCTION CONTRACTS (FORM FHWA 1273, MAY 2012)

TDLR INSPECTION REQUIRED
TDLR NO. EABPRJB8819579



LOCATION MAP
NTS

EXCEPTIONS: NONE
EQUATIONS: NONE
RR X-INGS: NONE

FINAL SUBMITTAL
AUGUST 2018

FINAL PLANS STATEMENT:

THE CONSTRUCTION WORK PERFORMED
IN ACCORDANCE WITH THE PLANS AND CONTRACT.

P.E.

COUNTY ENGINEER DATE

RECOMMENDED FOR LETTING 8/13/18

WILLIAMSON COUNTY
COUNTY ENGINEER

SUBMITTED FOR LETTING 8/22/2018

DocuSigned by:
Bobby D Ramthun, P.E.
AREA ENGINEER

RECOMMENDED FOR LETTING

TXDOT DISTRICT DESIGN ENGINEER

APPROVED FOR LETTING

TXDOT DISTRICT ENGINEER

PLANS PREPARED BY:

PAPE-DAWSON ENGINEERS
AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
7800 SHOAL CREEK BLVD, STE 220 W | AUSTIN, TX 78757 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

rvi
planning + landscape architecture
712 Congress Avenue, Suite 300
Austin, Texas 78701
(512) 480-0032

Design Filenames: H:\projects\50867\00\design\Civil\General\50867001-te.dgn

Plotted on: 8/3/2018

Design Filename: H:\projects\508\67\00\design\Civil\General\50867001NDEX01.dgn

SHEET NO.		DESCRIPTION
		GENERAL
1		TITLE SHEET
2		INDEX
3-5		PROJECT LAYOUT
6-10		HORIZONTAL ALIGNMENT DATA
11-12		SURVEY CONTROL
13, 13A-13D		GENERAL NOTES
14		ESTIMATE AND QUANTITY
15-16		SUMMARY OF QUANTITIES
17		SUMMARY OF QUANTITIES (BRIDGE)
18-19		TYPICAL SECTIONS
		TRAFFIC CONTROL PLAN
20		TCP NARRATIVE
21-22		TRAFFIC CONTROL PLAN
23-34	*	TXDOT - BC (1 - 12)-14
		ROADWAY
35-44		PLAN & PROFILE
45		CONCRETE CURB DETAILS
46-48	*	TXDOT - PEDESTRIAN HANDRAIL DETAILS (PRD-13)
48A-48D	*	TXDOT - PEDESTRIAN FACILITIES CURB RAMPS (PED-18)
49		BOARDWALK GENERAL NOTES
50-60		BORADWALK PLAN
61-62		BOARDWALK DETAILS
		DRAINAGE
63-66		HYDRAULIC DATA
67		SCOUR MITIGATION DETAILS
68		INTERIOR DRAINAGE AREA MAP
69		INTERIOR DRAINAGE DETAILS
		BRIDGE
70		PEDESTRIAN BRIDGE LAYOUT
71		ABUTMENT NO. 1 (ALTERNATE 2) (SHEET 1 OF 2)
72		ABUTMENT NO. 1 (ALTERNATE 2) (SHEET 2 OF 2)
73		ABUTMENT NO. 2 (ALTERNATE 2) (SHEET 1 OF 2)
74		ABUTMENT NO. 2 (ALTERNATE 2) (SHEET 2 OF 2)
75		ABUTMENT WALL & FOOTING DETAILS (ALTERNATE 2)
76	*	TXDOT - CEMENT STABILIZED ABUTMENT BACKFILL (CSAB)
77-78	*	TXDOT - STONE RIPRAP (SRR)
		ENVIRONMENTAL
79-86		TREE PROTECTION AND REMOVAL PLAN
87		TXDOT - EPIC
88		SW3P NARRATIVE
89-93		SW3P
94-96	*	TXDOT - TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES (EC (1 - 3)-16)
97-99	*	TXDOT - TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES (EC (9)-16)
		CROSS SECTIONS
100-125		CROSS SECTIONS

THE STANDARD SHEETS SPECIFICALLY SHOWN WITH PRECEDING (*) HAVE BEEN SELECTED BY ME OR UNDER MY RESPONSIBLE SUPERVISION AS BEING APPLICABLE TO THIS PROJECT.

REVIEW AND APPROVAL

STATE OF TEXAS
JAMES A. LUTZ
84722
LICENSED PROFESSIONAL ENGINEER

JAMES A. LUTZ, P.E. — 8/3/2018 DATE

PAPE-DAWSON ENGINEERS
AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS
7800 SHOAL CREEK BLVD, STE 220 W I AUSTIN, TX 78757 I 512.454.8711
TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

BRUSHY CREEK TRAIL
INDEX

100%SUBMITTAL	PROJECT NO.: STP 1802(205)TP		DATE: 8/3/2018
DRWN.BY: EG	DSGN.BY: EG	CHKD.BY: HM	SHEET NO.: 2

Plotted on: 7/30/2018

Design Filename: H:\projects\508\67\00\design\Civil\General\5086700PRJLAYOUT01.dgn

MATCHLINE A

20' TEMPORARY ACCESS EASEMENT

BEGIN 20' TEMPORARY ACCESS EASEMENT
3127025.2259, 10162217.2724

CLARK RD

PT
3125909.6540, 10161992.8638

R= 410'

PC
3126279.1172, 10161946.9371

N

MATCHLINE A

20' TEMPORARY ACCESS EASEMENT

PI
3125542.3709, 10162241.4265

LEGEND

- LIMITS OF CONSTRUCTION
- PROPERTY LINE
- EASEMENT LINE
- 100 YR FLOODPLAIN LIMIT
- CREEK FLOW DIRECTION
- TREE

JOHNSON 60/40 PARTNERSHIP
WCAD PARCEL # R055732
1523 SAM BASS RD
VOLUME 1755, PAGE 505

TRANSOM GEORGE III & THERESA TRUSTEES OF
GEORGE E & THERESA G TRANSOM LIVING TR
WCAD PARCEL # R322050
1000 CLARK ST
INSTR # 2008029796

END 20' TEMPORARY ACCESS EASEMENT
3125372.0277, 10162334.6841

NO INFORMATION
WCAD PARCEL
065677

BEGIN PROJECT
STA 210+05.00

PT STA 210+31.98

PC STA 210+58.05

PRC STA 212+39.92

PC STA 211+97.12

PRC STA 212+85.11

PRC STA 213+59.98

100' ELECTRIC EASEMENT

20' WASTEWATER EASEMENT

OH E

60"-SS

209+00 210+00 211+00 212+00 213+00 214+00 215+00 216+00 217+00 218+00 219+00 220+00

℄ BRUSHY CREEK TRAIL

PRC STA 214+59.88

EOP

PRC STA 217+82.24

PRC STA 218+01.94

100 YR FLOODPLAIN

PC STA 219+69.32

MATCHLINE STA 220+00

LCRA
WCAD PARCEL
R322049
BRANDI LN
INSTR # 2004021432

FAITH, MISSIONARY
BAPTIST
WCAD PARCEL # R380197
1561 SAM BASS RD
INSTR # 9655326

BRUSHY CREEK

CITY OF ROUND ROCK
WCAD PARCEL # R341181
SAM BASS RD
INSTR # 9633172

NO INFORMATION
WCAD PARCEL # R087758

DESIGN

STATE OF TEXAS
HEATHER McNEAL
114428
LICENSED
PROFESSIONAL ENGINEER

HEATHER McNEAL, P.E. — 7/30/2018 DATE

REVIEW AND APPROVAL

STATE OF TEXAS
JAMES A. LUTZ
84722
LICENSED
PROFESSIONAL ENGINEER

JAMES A. LUTZ, P.E. — 7/30/2018 DATE

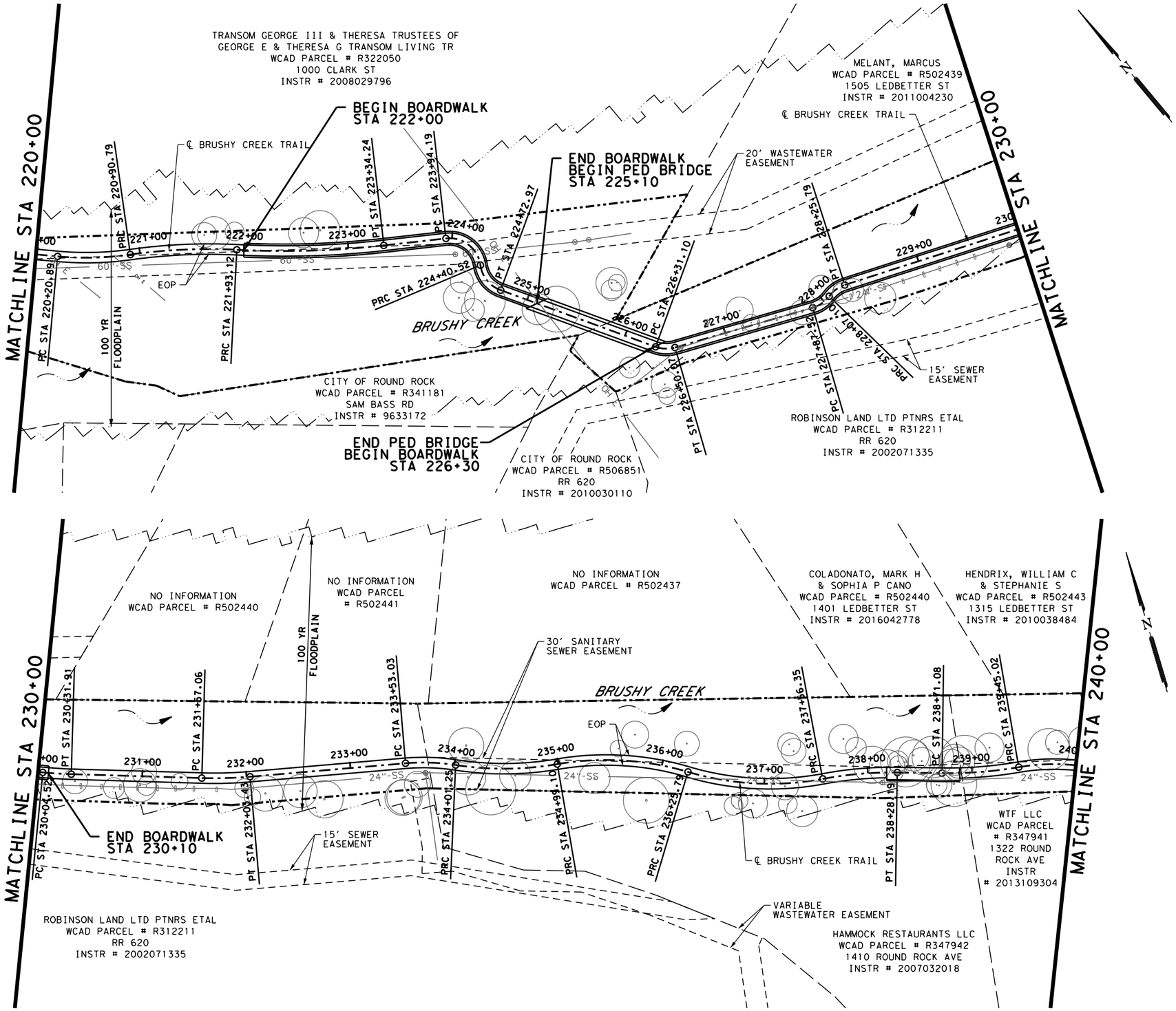
SCALE: 1"= 100'

PAPE-DAWSON ENGINEERS
AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
7800 SHOAL CREEK BLVD, STE 220 W | AUSTIN, TX 78757 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

BRUSHY CREEK TRAIL
PROJECT LAYOUT

SHEET 1 OF 3

100%SUBMITTAL	PROJECT NO.: STP 1802(205)TP		DATE: 7/30/2018
DRWN.BY: EG	DSGN.BY: EG	CHKD.BY: HM	SHEET NO.: 3



LEGEND

- LIMITS OF CONSTRUCTION
- PROPERTY LINE
- EASEMENT LINE
- 100 YR FLOODPLAIN LIMIT
- CREEK FLOW DIRECTION
- TREE

DESIGN

STATE OF TEXAS — HEATHER McNEAL — 114428 — LICENSED PROFESSIONAL ENGINEER

HEATHER McNEAL, P.E. — 7/30/2018 DATE

REVIEW AND APPROVAL

STATE OF TEXAS — JAMES A. LUTZ — 84722 — LICENSED PROFESSIONAL ENGINEER

JAMES A. LUTZ, P.E. — 7/30/2018 DATE

SCALE: 1"= 100'

PAPE-DAWSON ENGINEERS

AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS
7800 SHOAL CREEK BLVD, STE 220 W I AUSTIN, TX 78757 I 512.454.8711
TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

BRUSHY CREEK TRAIL
PROJECT LAYOUT

SHEET 2 OF 3

100%SUBMITTAL	PROJECT NO.: STP 1802(205)TP		DATE: 7/30/2018
DRWN.BY: EG	DSGN.BY: EG	CHKD.BY: HM	SHEET NO.: 4

Plotted on: 7/30/2018

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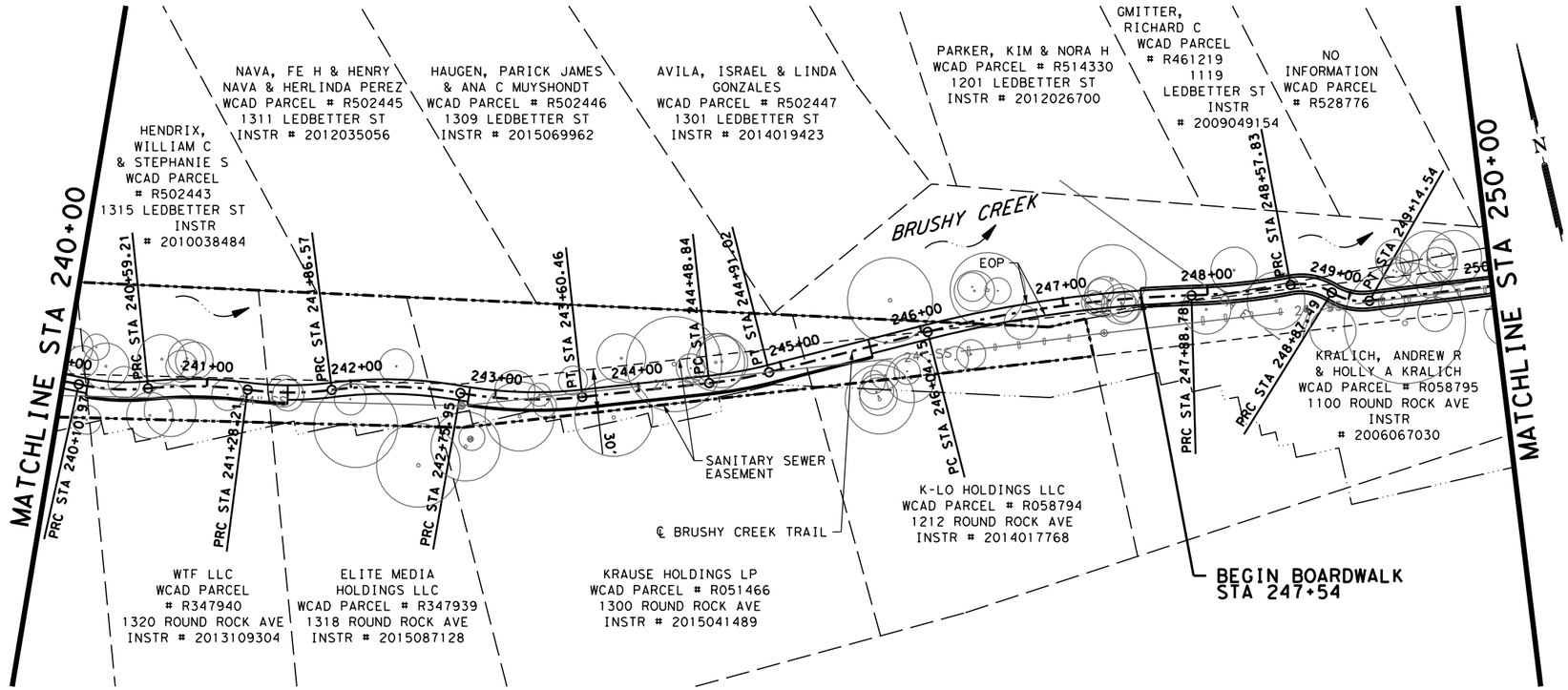

LEGEND

- LIMITS OF CONSTRUCTION
- PROPERTY LINE
- EASEMENT LINE
- 100 YR FLOODPLAIN LIMIT
- CREEK FLOW DIRECTION
- TREE

DESIGN

STATE OF TEXAS — HEATHER McNEAL — 114428 — LICENSED PROFESSIONAL ENGINEER

HEATHER McNEAL, P.E. — 7/30/2018 DATE

REVIEW AND APPROVAL

STATE OF TEXAS — JAMES A. LUTZ — 84722 — LICENSED PROFESSIONAL ENGINEER

JAMES A. LUTZ, P.E. — 7/30/2018 DATE

SCALE: 1"= 100'

PAPE-DAWSON ENGINEERS

AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS

7800 SHOAL CREEK BLVD, STE 220 W I AUSTIN, TX 78757 I 512.454.8711

TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

BRUSHY CREEK TRAIL
PROJECT LAYOUT

SHEET 3 OF 3

100%SUBMITTAL	PROJECT NO.: STP 1802(205)TP		DATE: 7/30/2018
DRWN.BY: EG	DSGN.BY: EG	CHKD.BY: HM	SHEET NO.: 5

Plotted on: 7/30/2018

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Plotted on: 7/30/2018

Design Filename: H:\projects\508\67\00\design\Civil\General\5086700HADS01.dgn

℄ BRUSHY CREEK TRAIL

Beginning chain ALN_F02 description

			Curve Data			
Curve CV001						
P.I. Station		210+18.66	N	10,163,073.9868	E	3,125,219.0514
Delta	=	22° 05′ 00.35"	(RT)			
Degree	=	81° 51′ 04.03"				
Tangent	=	13.6595				
Length	=	26.9800				
Radius	=	70.0000				
External	=	1.3203				
Long Chord	=	26.8133				
Mid. Ord.	=	1.2958				
P.C. Station		210+05.00	N	10,163,085.7715	E	3,125,212.1446
P.T. Station		210+31.98	N	10,163,060.4701	E	3,125,221.0210
C.C.			N	10,163,050.3765	E	3,125,151.7526
Back	= S	30° 22′ 26.41" E				
Ahead	= S	8° 17′ 26.06" E				
Chord Bear	= S	19° 19′ 56.23" E				

Course from PT CV001 to PC CV002 S 8° 17′ 26.06" E Dist 165.1423

			Curve Data			
Curve CV002						
P.I. Station		212+18.57	N	10,162,875.8297	E	3,125,247.9261
Delta	=	9° 25′ 53.62"	(LT)			
Degree	=	22° 02′ 12.61"				
Tangent	=	21.4480				
Length	=	42.7991				
Radius	=	260.0000				
External	=	0.8831				
Long Chord	=	42.7508				
Mid. Ord.	=	0.8802				
P.C. Station		211+97.12	N	10,162,897.0536	E	3,125,244.8334
P.T. Station		212+39.92	N	10,162,855.3996	E	3,125,254.4549
C.C.			N	10,162,934.5439	E	3,125,502.1163
Back	= S	8° 17′ 26.06" E				
Ahead	= S	17° 43′ 19.68" E				
Chord Bear	= S	13° 00′ 22.87" E				

			Curve Data			
Curve CV003						
P.I. Station		212+66.71	N	10,162,829.8775	E	3,125,262.6109
Delta	=	56° 22′ 16.17"	(RT)			
Degree	=	114° 35′ 29.61"				
Tangent	=	26.7936				
Length	=	49.1931				
Radius	=	50.0000				
External	=	6.7265				
Long Chord	=	47.2329				
Mid. Ord.	=	5.9289				
P.C. Station		212+39.92	N	10,162,855.3996	E	3,125,254.4549
P.T. Station		212+89.11	N	10,162,808.9521	E	3,125,245.8770
C.C.			N	10,162,840.1795	E	3,125,206.8277
Back	= S	17° 43′ 19.68" E				
Ahead	= S	38° 38′ 56.50" W				
Chord Bear	= S	10° 27′ 48.41" W				

			Curve Data			
Curve CV004						
P.I. Station		213+27.92	N	10,162,778.6442	E	3,125,221.6400
Delta	=	58° 00′ 25.16"	(LT)			
Degree	=	81° 51′ 04.01"				
Tangent	=	38.8072				
Length	=	70.8689				
Radius	=	70.0000				
External	=	10.0375				
Long Chord	=	67.8808				
Mid. Ord.	=	8.7787				
P.C. Station		212+89.11	N	10,162,808.9521	E	3,125,245.8770
P.T. Station		213+59.98	N	10,162,742.0309	E	3,125,234.5034
C.C.			N	10,162,765.2338	E	3,125,300.5460
Back	= S	38° 38′ 56.50" W				
Ahead	= S	19° 21′ 28.66" E				
Chord Bear	= S	9° 38′ 43.92" W				

			Curve Data			
Curve CV005						
P.I. Station		214+11.62	N	10,162,693.3124	E	3,125,251.6198
Delta	=	35° 46′ 24.83"	(RT)			
Degree	=	35° 48′ 35.50"				
Tangent	=	51.6378				
Length	=	99.8986				
Radius	=	160.0000				
External	=	8.1263				
Long Chord	=	98.2839				
Mid. Ord.	=	7.7336				
P.C. Station		213+59.98	N	10,162,742.0309	E	3,125,234.5034
P.T. Station		214+59.88	N	10,162,643.7795	E	3,125,237.0268
C.C.			N	10,162,688.9959	E	3,125,083.5488
Back	= S	19° 21′ 28.66" E				
Ahead	= S	16° 24′ 56.17" W				
Chord Bear	= S	1° 28′ 16.25" E				

℄ BRUSHY CREEK TRAIL CONT.

			Curve Data			
Curve CV006						
P.I. Station		215+99.18	N	10,162,510.1626	E	3,125,197.6616
Delta	=	64° 40′ 50.23"	(LT)			
Degree	=	26° 02′ 36.73"				
Tangent	=	139.2950				
Length	=	248.3557				
Radius	=	220.0000				
External	=	40.3903				
Long Chord	=	235.3766				
Mid. Ord.	=	34.1251				
P.C. Station		214+59.88	N	10,162,643.7795	E	3,125,237.0268
P.T. Station		217+08.24	N	10,162,417.4359	E	3,125,301.6080
C.C.			N	10,162,581.6069	E	3,125,448.0589
Back	= S	16° 24′ 56.17" W				
Ahead	= S	48° 15′ 54.06" E				
Chord Bear	= S	15° 55′ 28.94" E				

			Curve Data			
Curve CV009						
P.I. Station		217+58.47	N	10,162,383.9971	E	3,125,339.0928
Delta	=	51° 07′ 58.79"	(RT)			
Degree	=	54° 34′ 02.67"				
Tangent	=	50.2321				
Length	=	93.7061				
Radius	=	105.0000				
External	=	11.3970				
Long Chord	=	90.6273				
Mid. Ord.	=	10.2811				
P.C. Station		217+08.24	N	10,162,417.4359	E	3,125,301.6080
P.T. Station		218+01.94	N	10,162,333.8279	E	3,125,336.5794
C.C.			N	10,162,339.0815	E	3,125,231.7109
Back	= S	48° 15′ 54.06" E				
Ahead	= S	2° 52′ 04.74" W				
Chord Bear	= S	22° 41′ 54.66" E				

			Curve Data			
Curve CV010						
P.I. Station		219+01.42	N	10,162,234.4795	E	3,125,331.6023
Delta	=	47° 42′ 02.26"	(LT)			
Degree	=	25° 27′ 53.25"				
Tangent	=	99.4729				
Length	=	187.3199				
Radius	=	225.0000				
External	=	21.0079				
Long Chord	=	181.9569				
Mid. Ord.	=	19.2139				
P.C. Station		218+01.94	N	10,162,333.8279	E	3,125,336.5794
P.T. Station		219+89.26	N	10,162,163.9364	E	3,125,401.7345
C.C.			N	10,162,322.5700	E	3,125,561.2976
Back	= S	2° 52′ 04.74" W				
Ahead	= S	44° 49′ 57.52" E				
Chord Bear	= S	20° 58′ 56.39" E				

Course from PT CV010 to PC CV011 S 44° 49′ 57.52" E Dist 31.6268

			Curve Data			
Curve CV011						
P.I. Station		220+56.00	N	10,162,116.6091	E	3,125,448.7862
Delta	=	13° 21′ 00.26"	(LT)			
Degree	=	19° 05′ 54.65"				
Tangent	=	35.1095				
Length	=	69.9011				
Radius	=	300.0013				
External	=	2.0475				
Long Chord	=	69.7431				
Mid. Ord.	=	2.0336				
P.C. Station		220+20.89	N	10,162,141.5077	E	3,125,424.0326
P.T. Station		220+90.79	N	10,162,098.0989	E	3,125,478.6200
C.C.			N	10,162,353.0201	E	3,125,636.7843
Back	= S	44° 49′ 57.52" E				
Ahead	= S	58° 10′ 57.78" E				
Chord Bear	= S	51° 30′ 27.65" E				

			Curve Data			
Curve CV012						
P.I. Station		221+42.11	N	10,162,071.0411	E	3,125,522.2303
Delta	=	11° 03′ 42.81"	(RT)			
Degree	=	10° 48′ 38.03"				
Tangent	=	51.3219				
Length	=	102.3248				
Radius	=	529.9981				
External	=	2.4791				
Long Chord	=	102.1660				
Mid. Ord.	=	2.4675				
P.C. Station		220+90.79	N	10,162,098.0986	E	3,125,478.6204
P.T. Station		221+93.12	N	10,162,036.1188	E	3,125,559.8386
C.C.			N	10,161,647.7414	E	3,125,199.1990
Back	= S	58° 10′ 57.78" E				
Ahead	= S	47° 07′ 14.97" E				
Chord Bear	= S	52° 39′ 06.37" E				

DESIGN

STATE OF TEXAS — HEATHER McNEAL — 114428 — LICENSED PROFESSIONAL ENGINEER

HEATHER McNEAL, P.E. — 7/30/2018 DATE

REVIEW AND APPROVAL

STATE OF TEXAS — JAMES A. LUTZ — 84722 — LICENSED PROFESSIONAL ENGINEER

JAMES A. LUTZ, P.E. — 7/30/2018 DATE

PAPE-DAWSON ENGINEERS

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS

7800 SHOAL CREEK BLVD, STE 220 W | AUSTIN, TX 78757 | 512.454.8711

TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

BRUSHY CREEK TRAIL

HORIZONTAL ALIGNMENT DATA

100%SUBMITTAL	PROJECT NO.: STP 1802(205)TP		DATE: 7/30/2018
DRWN.BY: EG	DSGN.BY: EG	CHKD.BY: HM	SHEET NO.: 6

Curve CV013						
P.I. Station	222+63.84	N	10,161,987.9970	E	3,125,611.6615	
Delta =	9° 24′ 07.92"	(LT)				
Degree =	6° 39′ 44.28"					
Tangent =	70.7215					
Length =	141.1254					
Radius =	859.9999					
External =	2.9030					
Long Chord =	140.9671					
Mid. Ord. =	2.8932					
P.C. Station	221+93.12	N	10,162,036.1198	E	3,125,559.8375	
P.T. Station	223+34.24	N	10,161,948.9869	E	3,125,670.6509	
C.C.		N	10,162,666.3194	E	3,126,145.0284	
Back = S	47° 07′ 14.97" E					
Ahead = S	56° 31′ 22.89" E					
Chord Bear = S	51° 49′ 18.93" E					

Course from PT CV013 to PC CV014 S 56° 31′ 22.89" E Dist 59.9445

Curve CV014						
P.I. Station	224+23.41	N	10,161,899.8040	E	3,125,745.0231	
Delta =	88° 29′ 22.19"	(RT)				
Degree =	190° 59′ 09.36"					
Tangent =	29.2193					
Length =	46.3330					
Radius =	30.0000					
External =	11.8780					
Long Chord =	41.8635					
Mid. Ord. =	8.5090					
P.C. Station	223+94.19	N	10,161,915.9215	E	3,125,720.6510	
P.T. Station	224+40.52	N	10,161,875.0155	E	3,125,729.5537	
C.C.		N	10,161,890.8982	E	3,125,704.1029	
Back = S	56° 31′ 22.89" E					
Ahead = S	31° 57′ 59.30" W					
Chord Bear = S	12° 16′ 41.79" E					

Curve CV015						
P.I. Station	224+58.54	N	10,161,859.7291	E	3,125,720.0141	
Delta =	61° 58′ 49.91"	(LT)				
Degree =	190° 59′ 09.36"					
Tangent =	18.0189					
Length =	32.4529					
Radius =	30.0000					
External =	4.9954					
Long Chord =	30.8935					
Mid. Ord. =	4.2824					
P.C. Station	224+40.52	N	10,161,875.0155	E	3,125,729.5537	
P.T. Station	224+72.97	N	10,161,844.1265	E	3,125,729.0273	
C.C.		N	10,161,859.1329	E	3,125,755.0044	
Back = S	31° 57′ 59.30" W					
Ahead = S	30° 00′ 50.61" E					
Chord Bear = S	0° 58′ 34.34" W					

Course from PT CV015 to PC CV016 S 30° 00′ 50.61" E Dist 158.1262

Curve CV016						
P.I. Station	226+40.91	N	10,161,698.7090	E	3,125,813.0318	
Delta =	36° 13′ 11.50"	(LT)				
Degree =	190° 59′ 09.66"					
Tangent =	9.8113					
Length =	18.9647					
Radius =	30.0000					
External =	1.5636					
Long Chord =	18.6505					
Mid. Ord. =	1.4861					
P.C. Station	226+31.10	N	10,161,707.2046	E	3,125,808.1240	
P.T. Station	226+50.07	N	10,161,694.7550	E	3,125,822.0110	
C.C.		N	10,161,722.2109	E	3,125,834.1011	
Back = S	30° 00′ 50.61" E					
Ahead = S	66° 14′ 02.11" E					
Chord Bear = S	48° 07′ 26.36" E					

Course from PT CV016 to PC CV017 S 66° 14′ 02.11" E Dist 137.4533

Curve CV017						
P.I. Station	227+97.67	N	10,161,635.2685	E	3,125,957.1015	
Delta =	37° 24′ 01.21"	(LT)				
Degree =	190° 59′ 09.35"					
Tangent =	10.1545					
Length =	19.5828					
Radius =	30.0000					
External =	1.6720					
Long Chord =	19.2369					
Mid. Ord. =	1.5837					
P.C. Station	227+87.52	N	10,161,639.3608	E	3,125,947.8080	
P.T. Station	228+07.10	N	10,161,637.6622	E	3,125,966.9698	
C.C.		N	10,161,666.8168	E	3,125,959.8982	
Back = S	66° 14′ 02.11" E					
Ahead = N	76° 21′ 56.68" E					
Chord Bear = S	84° 56′ 02.71" E					

℄ BRUSHY CREEK TRAIL CONT.

Curve CV018						
P.I. Station	228+16.76	N	10,161,639.9396	E	3,125,976.3591	
Delta =	35° 42′ 08.13"	(RT)				
Degree =	190° 59′ 09.54"					
Tangent =	9.6615					
Length =	18.6937					
Radius =	30.0000					
External =	1.5174					
Long Chord =	18.3927					
Mid. Ord. =	1.4443					
P.C. Station	228+07.10	N	10,161,637.6622	E	3,125,966.9698	
P.T. Station	228+25.79	N	10,161,636.3097	E	3,125,985.3127	
C.C.		N	10,161,608.5076	E	3,125,974.0415	
Back = N	76° 21′ 56.68" E					
Ahead = S	67° 55′ 55.19" E					
Chord Bear = S	85° 46′ 59.26" E					

Course from PT CV018 to PC CV019 S 67° 55′ 55.19" E Dist 178.7210

Curve CV019						
P.I. Station	230+18.22	N	10,161,564.0157	E	3,126,163.6371	
Delta =	3° 55′ 24.08"	(LT)				
Degree =	14° 19′ 26.23"					
Tangent =	13.7004					
Length =	27.3902					
Radius =	399.9997					
External =	0.2346					
Long Chord =	27.3848					
Mid. Ord. =	0.2344					
P.C. Station	230+04.52	N	10,161,569.1630	E	3,126,150.9404	
P.T. Station	230+31.91	N	10,161,559.7491	E	3,126,176.6563	
C.C.		N	10,161,939.8582	E	3,126,301.2230	
Back = S	67° 55′ 55.19" E					
Ahead = S	71° 51′ 19.27" E					
Chord Bear = S	69° 53′ 37.23" E					

Course from PT CV019 to PC CV020 S 71° 51′ 19.27" E Dist 125.1577

Curve CV020						
P.I. Station	231+80.27	N	10,161,513.5457	E	3,126,317.6437	
Delta =	6° 38′ 27.54"	(LT)				
Degree =	14° 19′ 26.19"					
Tangent =	23.2074					
Length =	46.3628					
Radius =	400.0001					
External =	0.6727					
Long Chord =	46.3369					
Mid. Ord. =	0.6715					
P.C. Station	231+57.06	N	10,161,520.7729	E	3,126,295.5904	
P.T. Station	232+03.43	N	10,161,508.9174	E	3,126,340.3849	
C.C.		N	10,161,900.8823	E	3,126,420.1572	
Back = S	71° 51′ 19.27" E					
Ahead = S	78° 29′ 46.81" E					
Chord Bear = S	75° 10′ 33.04" E					

Course from PT CV020 to PC CV023 S 78° 29′ 46.81" E Dist 149.6038

Curve CV023						
P.I. Station	233+77.26	N	10,161,474.2502	E	3,126,510.7243	
Delta =	13° 49′ 01.58"	(RT)				
Degree =	28° 39′ 15.30"					
Tangent =	24.2276					
Length =	48.2201					
Radius =	199.9556					
External =	1.4624					
Long Chord =	48.1033					
Mid. Ord. =	1.4518					
P.C. Station	233+53.03	N	10,161,479.0819	E	3,126,486.9834	
P.T. Station	234+01.25	N	10,161,463.8884	E	3,126,532.6243	
C.C.		N	10,161,283.1430	E	3,126,447.1062	
Back = S	78° 29′ 46.81" E					
Ahead = S	64° 40′ 45.23" E					
Chord Bear = S	71° 35′ 16.02" E					

Curve CV024						
P.I. Station	234+50.61	N	10,161,442.7765	E	3,126,577.2450	
Delta =	18° 41′ 12.82"	(LT)				
Degree =	19° 05′ 54.94"					
Tangent =	49.3605					
Length =	97.8443					
Radius =	300.0000					
External =	4.0336					
Long Chord =	97.4113					
Mid. Ord. =	3.9801					
P.C. Station	234+01.25	N	10,161,463.8872	E	3,126,532.6267	
P.T. Station	234+99.10	N	10,161,437.0741	E	3,126,626.2750	
C.C.		N	10,161,735.0655	E	3,126,660.9324	
Back = S	64° 40′ 45.23" E					
Ahead = S	83° 21′ 58.05" E					
Chord Bear = S	74° 01′ 21.64" E					

DESIGN

STATE OF TEXAS — HEATHER McNEAL — 114428 — LICENSED PROFESSIONAL ENGINEER

HEATHER McNEAL, P.E. — 7/30/2018 DATE

REVIEW AND APPROVAL

STATE OF TEXAS — JAMES A. LUTZ — 84722 — LICENSED PROFESSIONAL ENGINEER

JAMES A. LUTZ, P.E. — 7/30/2018 DATE

PAPE-DAWSON ENGINEERS
AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS
7800 SHOAL CREEK BLVD, STE 220 W I AUSTIN, TX 78757 I 512.454.8711
TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

BRUSHY CREEK TRAIL
HORIZONTAL ALIGNMENT DATA

SHEET 2 OF 5

100%SUBMITTAL	PROJECT NO.: STP 1802(205)TP		DATE: 7/30/2018
DRWN.BY: EG	DSGN.BY: EG	CHKD.BY: HM	SHEET NO.: 7

Plotted on: 7/30/2018

Design Filename: H:\projects\508\67\00\design\Civil\General\508670OHADS02.dgn

℄ BRUSHY CREEK TRAIL CONT.

Curve Data

Curve CV025					
P.I. Station	235+63.59	N	10,161,429.6238	E	3,126,690.3346
Delta =	26° 23′ 46.77"	(RT)			
Degree =	20° 50′ 05.38"				
Tangent =	64.4914				
Length =	126.6933				
Radius =	275.0000				
External =	7.4609				
Long Chord =	125.5758				
Mid. Ord. =	7.2638				
P.C. Station	234+99.10	N	10,161,437.0741	E	3,126,626.2750
P.T. Station	236+25.79	N	10,161,394.4708	E	3,126,744.4031
C.C.		N	10,161,163.9153	E	3,126,594.5058
Back = S	83° 21′ 58.05" E				
Ahead = S	56° 58′ 11.28" E				
Chord Bear = S	70° 10′ 04.66" E				

Curve Data

Curve CV026					
P.I. Station	236+92.33	N	10,161,358.2035	E	3,126,800.1854
Delta =	27° 12′ 08.59"	(LT)			
Degree =	20° 50′ 05.43"				
Tangent =	66.5355				
Length =	130.5620				
Radius =	274.9998				
External =	7.9346				
Long Chord =	129.3392				
Mid. Ord. =	7.7121				
P.C. Station	236+25.79	N	10,161,394.4708	E	3,126,744.4031
P.T. Station	237+56.35	N	10,161,351.4475	E	3,126,866.3770
C.C.		N	10,161,625.0261	E	3,126,894.3003
Back = S	56° 58′ 11.28" E				
Ahead = S	84° 10′ 19.87" E				
Chord Bear = S	70° 34′ 15.57" E				

Curve Data

Curve CV027					
P.I. Station	237+92.39	N	10,161,347.7881	E	3,126,902.2301
Delta =	11° 26′ 00.89"	(RT)			
Degree =	15° 54′ 55.79"				
Tangent =	36.0393				
Length =	71.8393				
Radius =	359.9999				
External =	1.7994				
Long Chord =	71.7201				
Mid. Ord. =	1.7905				
P.C. Station	237+56.35	N	10,161,351.4475	E	3,126,866.3770
P.T. Station	238+28.19	N	10,161,337.0941	E	3,126,936.6462
C.C.		N	10,160,993.3083	E	3,126,829.8229
Back = S	84° 10′ 19.86" E				
Ahead = S	72° 44′ 18.98" E				
Chord Bear = S	78° 27′ 19.42" E				

Course from PT CV027 to PC CV028 S 72° 44′ 18.98" E Dist 42.8859

Curve Data

Curve CV028					
P.I. Station	239+08.15	N	10,161,313.3671	E	3,127,013.0062
Delta =	10° 35′ 27.91"	(LT)			
Degree =	14° 19′ 26.22"				
Tangent =	37.0755				
Length =	73.9397				
Radius =	399.9999				
External =	1.7146				
Long Chord =	73.8345				
Mid. Ord. =	1.7072				
P.C. Station	238+71.08	N	10,161,324.3685	E	3,126,977.6006
P.T. Station	239+45.02	N	10,161,309.0605	E	3,127,049.8308
C.C.		N	10,161,706.3528	E	3,127,096.2932
Back = S	72° 44′ 18.98" E				
Ahead = S	83° 19′ 46.89" E				
Chord Bear = S	78° 02′ 02.93" E				

Curve Data

Curve CV029					
P.I. Station	239+78.30	N	10,161,305.1948	E	3,127,082.8859
Delta =	18° 53′ 42.60"	(RT)			
Degree =	28° 38′ 52.39"				
Tangent =	33.2805				
Length =	65.9566				
Radius =	200.0000				
External =	2.7501				
Long Chord =	65.6581				
Mid. Ord. =	2.7128				
P.C. Station	239+45.02	N	10,161,309.0605	E	3,127,049.8308
P.T. Station	240+10.97	N	10,161,290.8329	E	3,127,112.9080
C.C.		N	10,161,110.4143	E	3,127,026.5995
Back = S	83° 19′ 46.89" E				
Ahead = S	64° 26′ 04.29" E				
Chord Bear = S	73° 52′ 55.59" E				

℄ BRUSHY CREEK TRAIL CONT.

Curve Data

Curve CV030					
P.I. Station	240+35.30	N	10,161,280.3347	E	3,127,134.8534
Delta =	18° 25′ 27.05"	(LT)			
Degree =	38° 11′ 49.86"				
Tangent =	24.3272				
Length =	48.2344				
Radius =	150.0000				
External =	1.9599				
Long Chord =	48.0268				
Mid. Ord. =	1.9346				
P.C. Station	240+10.97	N	10,161,290.8329	E	3,127,112.9080
P.T. Station	240+59.21	N	10,161,277.3104	E	3,127,158.9918
C.C.		N	10,161,426.1468	E	3,127,177.6393
Back = S	64° 26′ 04.29" E				
Ahead = S	82° 51′ 31.33" E				
Chord Bear = S	73° 38′ 47.81" E				

Curve Data

Curve CV031					
P.I. Station	240+93.86	N	10,161,273.0027	E	3,127,193.3741
Delta =	13° 10′ 38.47"	(RT)			
Degree =	19° 05′ 54.95"				
Tangent =	34.6511				
Length =	68.9964				
Radius =	299.9999				
External =	1.9945				
Long Chord =	68.8445				
Mid. Ord. =	1.9814				
P.C. Station	240+59.21	N	10,161,277.3104	E	3,127,158.9919
P.T. Station	241+28.21	N	10,161,260.9704	E	3,127,225.8691
C.C.		N	10,160,979.6377	E	3,127,121.6969
Back = S	82° 51′ 31.33" E				
Ahead = S	69° 40′ 52.86" E				
Chord Bear = S	76° 16′ 12.10" E				

Curve Data

Curve CV032					
P.I. Station	241+57.54	N	10,161,250.7828	E	3,127,253.3824
Delta =	14° 32′ 19.66"	(LT)			
Degree =	24° 54′ 40.35"				
Tangent =	29.3388				
Length =	58.3625				
Radius =	230.0000				
External =	1.8637				
Long Chord =	58.2060				
Mid. Ord. =	1.8487				
P.C. Station	241+28.21	N	10,161,260.9704	E	3,127,225.8691
P.T. Station	241+86.57	N	10,161,247.8282	E	3,127,282.5720
C.C.		N	10,161,476.6589	E	3,127,305.7345
Back = S	69° 40′ 52.86" E				
Ahead = S	84° 13′ 12.52" E				
Chord Bear = S	76° 57′ 02.69" E				

Curve Data

Curve CV033					
P.I. Station	242+31.59	N	10,161,243.2939	E	3,127,327.3679
Delta =	17° 04′ 14.87"	(RT)			
Degree =	19° 05′ 54.95"				
Tangent =	45.0248				
Length =	89.3825				
Radius =	299.9999				
External =	3.3599				
Long Chord =	89.0522				
Mid. Ord. =	3.3227				
P.C. Station	241+86.57	N	10,161,247.8282	E	3,127,282.5720
P.T. Station	242+75.95	N	10,161,225.8094	E	3,127,368.8592
C.C.		N	10,160,949.3534	E	3,127,252.3601
Back = S	84° 13′ 12.52" E				
Ahead = S	67° 08′ 57.65" E				
Chord Bear = S	75° 41′ 05.08" E				

Curve Data

Curve CV034					
P.I. Station	243+18.49	N	10,161,209.2917	E	3,127,408.0561
Delta =	16° 08′ 22.57"	(LT)			
Degree =	19° 05′ 54.93"				
Tangent =	42.5350				
Length =	84.5068				
Radius =	300.0000				
External =	3.0004				
Long Chord =	84.2277				
Mid. Ord. =	2.9707				
P.C. Station	242+75.95	N	10,161,225.8094	E	3,127,368.8592
P.T. Station	243+60.46	N	10,161,204.3210	E	3,127,450.2997
C.C.		N	10,161,502.2654	E	3,127,485.3583
Back = S	67° 08′ 57.65" E				
Ahead = S	83° 17′ 20.22" E				
Chord Bear = S	75° 13′ 08.93" E				

Course from PT CV034 to PC CV035 S 83° 17′ 20.22" E Dist 88.3869

DESIGN

STATE OF TEXAS · HEATHER McNEAL · 114428 · LICENSED PROFESSIONAL ENGINEER

HEATHER McNEAL, P.E. — 7/30/2018 DATE

REVIEW AND APPROVAL

STATE OF TEXAS · JAMES A. LUTZ · 84722 · LICENSED PROFESSIONAL ENGINEER

JAMES A. LUTZ, P.E. — 7/30/2018 DATE

PAPE-DAWSON ENGINEERS

AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS

7800 SHOAL CREEK BLVD, STE 220 W I AUSTIN, TX 78757 I 512.454.8711

TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

BRUSHY CREEK TRAIL

HORIZONTAL ALIGNMENT DATA

Plotted on: 7/30/2018

Design Filename: H:\projects\508\67\00\design\Civil\General\508670OHADS03.dgn

Plotted on: 7/30/2018

Design Filename: H:\projects\508\67\00\design\Civil\General\5086700HADS04.dgn

℄ BRUSHY CREEK TRAIL CONT.

Curve Data

Curve CV035					
P.I. Station	244+69.97	N	10,161,191.5236	E	3,127,559.0579
Delta =	8° 03′ 16.54"	(LT)			
Degree =	19° 05′ 54.94"				
Tangent =	21.1217				
Length =	42.1737				
Radius =	300.0000				
External =	0.7426				
Long Chord =	42.1390				
Mid. Ord. =	0.7408				
P.C. Station	244+48.84	N	10,161,193.9919	E	3,127,538.0810
P.T. Station	244+91.02	N	10,161,192.0188	E	3,127,580.1738
C.C.		N	10,161,491.9363	E	3,127,573.1397
Back = S	83° 17′ 20.22" E				
Ahead = N	88° 39′ 23.25" E				
Chord Bear = S	87° 18′ 58.48" E				

Course from PT CV035 to PC CV037 N 88° 39′ 23.25" E Dist 113.1338

Curve Data

Curve CV037					
P.I. Station	246+96.85	N	10,161,196.8451	E	3,127,785.9544
Delta =	12° 49′ 21.35"	(RT)			
Degree =	6° 56′ 41.79"				
Tangent =	92.7033				
Length =	184.6322				
Radius =	825.0001				
External =	5.1921				
Long Chord =	184.2471				
Mid. Ord. =	5.1596				
P.C. Station	246+04.15	N	10,161,194.6715	E	3,127,693.2765
P.T. Station	247+88.78	N	10,161,178.3962	E	3,127,876.8034
C.C.		N	10,160,369.8982	E	3,127,712.6204
Back = N	88° 39′ 23.25" E				
Ahead = S	78° 31′ 15.40" E				
Chord Bear = S	84° 55′ 56.08" E				

Curve Data

Curve CV038					
P.I. Station	248+23.38	N	10,161,171.5103	E	3,127,910.7122
Delta =	9° 12′ 00.77"	(LT)			
Degree =	13° 19′ 28.54"				
Tangent =	34.5978				
Length =	69.0469				
Radius =	430.0001				
External =	1.3896				
Long Chord =	68.9727				
Mid. Ord. =	1.3851				
P.C. Station	247+88.79	N	10,161,178.3956	E	3,127,876.8065
P.T. Station	248+57.83	N	10,161,170.1346	E	3,127,945.2827
C.C.		N	10,161,599.7947	E	3,127,962.3807
Back = S	78° 31′ 15.40" E				
Ahead = S	87° 43′ 16.18" E				
Chord Bear = S	83° 07′ 15.79" E				

Curve Data

Curve CV039					
P.I. Station	248+73.38	N	10,161,169.5165	E	3,127,960.8149
Delta =	42° 28′ 24.73"	(RT)			
Degree =	143° 14′ 22.03"				
Tangent =	15.5445				
Length =	29.6521				
Radius =	40.0000				
External =	2.9142				
Long Chord =	28.9778				
Mid. Ord. =	2.7163				
P.C. Station	248+57.83	N	10,161,170.1346	E	3,127,945.2827
P.T. Station	248+87.49	N	10,161,158.5725	E	3,127,971.8539
C.C.		N	10,161,130.1662	E	3,127,943.6922
Back = S	87° 43′ 16.18" E				
Ahead = S	45° 14′ 51.45" E				
Chord Bear = S	66° 29′ 03.81" E				

Curve Data

Curve CV040					
P.I. Station	249+01.55	N	10,161,148.6690	E	3,127,981.8433
Delta =	38° 44′ 58.73"	(LT)			
Degree =	143° 14′ 21.97"				
Tangent =	14.0665				
Length =	27.0524				
Radius =	40.0000				
External =	2.4012				
Long Chord =	26.5397				
Mid. Ord. =	2.2653				
P.C. Station	248+87.49	N	10,161,158.5725	E	3,127,971.8539
P.T. Station	249+14.54	N	10,161,147.1980	E	3,127,995.8327
C.C.		N	10,161,186.9787	E	3,128,000.0157
Back = S	45° 14′ 51.45" E				
Ahead = S	83° 59′ 50.17" E				
Chord Bear = S	64° 37′ 20.81" E				

Course from PT CV040 to PC CV041 S 83° 59′ 50.17" E Dist 98.4215

℄ BRUSHY CREEK TRAIL CONT.

Curve Data

Curve CV041					
P.I. Station	250+29.48	N	10,161,135.1781	E	3,128,110.1421
Delta =	36° 33′ 48.24"	(RT)			
Degree =	114° 35′ 29.59"				
Tangent =	16.5182				
Length =	31.9076				
Radius =	50.0000				
External =	2.6579				
Long Chord =	31.3689				
Mid. Ord. =	2.5237				
P.C. Station	250+12.96	N	10,161,136.9055	E	3,128,093.7145
P.T. Station	250+44.87	N	10,161,124.0045	E	3,128,122.3078
C.C.		N	10,161,087.1797	E	3,128,088.4857
Back = S	83° 59′ 50.17" E				
Ahead = S	47° 26′ 01.94" E				
Chord Bear = S	65° 42′ 56.06" E				

Curve Data

Curve CV042					
P.I. Station	251+07.62	N	10,161,081.5543	E	3,128,168.5268
Delta =	51° 32′ 10.60"	(LT)			
Degree =	44° 04′ 25.23"				
Tangent =	62.7553				
Length =	116.9321				
Radius =	130.0000				
External =	14.3545				
Long Chord =	113.0299				
Mid. Ord. =	12.9271				
P.C. Station	250+44.87	N	10,161,124.0045	E	3,128,122.3078
P.T. Station	251+61.80	N	10,161,091.3391	E	3,128,230.5146
C.C.		N	10,161,219.7492	E	3,128,210.2450
Back = S	47° 26′ 01.94" E				
Ahead = N	81° 01′ 47.47" E				
Chord Bear = S	73° 12′ 07.24" E				

Curve Data

Curve CV043					
P.I. Station	252+12.75	N	10,161,099.2833	E	3,128,280.8420
Delta =	12° 22′ 26.48"	(RT)			
Degree =	12° 11′ 26.14"				
Tangent =	50.9505				
Length =	101.5047				
Radius =	469.9999				
External =	2.7536				
Long Chord =	101.3075				
Mid. Ord. =	2.7376				
P.C. Station	251+61.80	N	10,161,091.3391	E	3,128,230.5146
P.T. Station	252+63.30	N	10,161,096.2582	E	3,128,331.7027
C.C.		N	10,160,627.0874	E	3,128,303.7969
Back = N	81° 01′ 47.47" E				
Ahead = S	86° 35′ 46.05" E				
Chord Bear = N	87° 13′ 00.71" E				

Course from PT CV043 to PC CV044 S 86° 35′ 46.05" E Dist 119.4399

Curve Data

Curve CV044					
P.I. Station	253+90.93	N	10,161,088.6805	E	3,128,459.1033
Delta =	9° 21′ 34.40"	(RT)			
Degree =	57° 17′ 44.90"				
Tangent =	8.1860				
Length =	16.3355				
Radius =	100.0000				
External =	0.3345				
Long Chord =	16.3173				
Mid. Ord. =	0.3334				
P.C. Station	253+82.74	N	10,161,089.1666	E	3,128,450.9318
P.T. Station	253+99.08	N	10,161,086.8720	E	3,128,467.0870
C.C.		N	10,160,989.3430	E	3,128,444.9944
Back = S	86° 35′ 46.05" E				
Ahead = S	77° 14′ 11.65" E				
Chord Bear = S	81° 54′ 58.85" E				

Curve Data

Curve CV045					
P.I. Station	254+25.45	N	10,161,081.0450	E	3,128,492.8107
Delta =	29° 33′ 03.68"	(LT)			
Degree =	57° 17′ 44.80"				
Tangent =	26.3754				
Length =	51.5763				
Radius =	100.0000				
External =	3.4198				
Long Chord =	51.0065				
Mid. Ord. =	3.3068				
P.C. Station	253+99.08	N	10,161,086.8720	E	3,128,467.0870
P.T. Station	254+50.66	N	10,161,088.6629	E	3,128,518.0621
C.C.		N	10,161,184.4011	E	3,128,489.1796
Back = S	77° 14′ 11.65" E				
Ahead = N	73° 12′ 44.67" E				
Chord Bear = N	87° 59′ 16.51" E				

DESIGN

STATE OF TEXAS — HEATHER McNEAL — 114428 — LICENSED PROFESSIONAL ENGINEER

HEATHER McNEAL, P.E. — 7/30/2018 DATE

REVIEW AND APPROVAL

STATE OF TEXAS — JAMES A. LUTZ — 84722 — LICENSED PROFESSIONAL ENGINEER

JAMES A. LUTZ, P.E. — 7/30/2018 DATE

PAPE-DAWSON ENGINEERS

AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS

7800 SHOAL CREEK BLVD, STE 220 W I AUSTIN, TX 78757 I 512.454.8711

TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

BRUSHY CREEK TRAIL

HORIZONTAL ALIGNMENT DATA

100%SUBMITTAL	PROJECT NO.: STP 1802(205)TP		DATE: 7/30/2018
DRWN.BY: EG	DSGN.BY: EG	CHKD.BY: HM	SHEET NO.: 9

℄ BRUSHY CREEK TRAIL CONT.

Curve Data

Curve CV046

P.I. Station	254+61.54	N	10,161,091.8058	E	3,128,528.4801
Delta =	12° 25′ 14.73"	(RT)			
Degree =	57° 17′ 44.97"				
Tangent =	10.8818				
Length =	21.6783				
Radius =	99.9999				
External =	0.5903				
Long Chord =	21.6359				
Mid. Ord. =	0.5869				
P.C. Station	254+50.66	N	10,161,088.6629	E	3,128,518.0621
P.T. Station	254+72.33	N	10,161,092.6344	E	3,128,539.3303
C.C.		N	10,160,992.9248	E	3,128,546.9445
Back = N	73° 12′ 44.67" E				
Ahead = N	85° 37′ 59.40" E				
Chord Bear = N	79° 25′ 22.04" E				

Curve Data

Curve CV047

P.I. Station	255+28.54	N	10,161,096.9139	E	3,128,595.3721
Delta =	18° 30′ 21.05"	(LT)			
Degree =	16° 36′ 26.90"				
Tangent =	56.2049				
Length =	111.4309				
Radius =	345.0000				
External =	4.5483				
Long Chord =	110.9471				
Mid. Ord. =	4.4891				
P.C. Station	254+72.33	N	10,161,092.6344	E	3,128,539.3303
P.T. Station	255+83.76	N	10,161,118.7599	E	3,128,647.1576
C.C.		N	10,161,436.6329	E	3,128,513.0614
Back = N	85° 37′ 59.40" E				
Ahead = N	67° 07′ 38.35" E				
Chord Bear = N	76° 22′ 48.88" E				

Curve Data

Curve CV048

P.I. Station	255+95.49	N	10,161,123.3182	E	3,128,657.9630
Delta =	4° 07′ 59.51"	(RT)			
Degree =	17° 37′ 46.20"				
Tangent =	11.7275				
Length =	23.4448				
Radius =	324.9995				
External =	0.2115				
Long Chord =	23.4397				
Mid. Ord. =	0.2114				
P.C. Station	255+83.76	N	10,161,118.7599	E	3,128,647.1576
P.T. Station	256+07.21	N	10,161,127.0858	E	3,128,669.0688
C.C.		N	10,160,819.3149	E	3,128,773.4799
Back = N	67° 07′ 38.35" E				
Ahead = N	71° 15′ 37.87" E				
Chord Bear = N	69° 11′ 38.11" E				

Course from PT CV048 to PC CV049 N 71° 15′ 37.87" E Dist 24.2953

Curve Data

Curve CV049

P.I. Station	256+59.71	N	10,161,143.9531	E	3,128,718.7882
Delta =	33° 04′ 27.38"	(LT)			
Degree =	60° 18′ 40.83"				
Tangent =	28.2073				
Length =	54.8392				
Radius =	95.0000				
External =	4.0992				
Long Chord =	54.0810				
Mid. Ord. =	3.9296				
P.C. Station	256+31.50	N	10,161,134.8911	E	3,128,692.0762
P.T. Station	256+86.34	N	10,161,166.1242	E	3,128,736.2265
C.C.		N	10,161,224.8551	E	3,128,661.5560
Back = N	71° 15′ 37.87" E				
Ahead = N	38° 11′ 10.48" E				
Chord Bear = N	54° 43′ 24.17" E				

Curve Data

Curve CV050

P.I. Station	257+56.68	N	10,161,221.4056	E	3,128,779.7072
Delta =	32° 39′ 59.36"	(RT)			
Degree =	23° 52′ 23.66"				
Tangent =	70.3321				
Length =	136.8331				
Radius =	240.0000				
External =	10.0932				
Long Chord =	134.9873				
Mid. Ord. =	9.6859				
P.C. Station	256+86.34	N	10,161,166.1242	E	3,128,736.2265
P.T. Station	258+23.18	N	10,161,244.4743	E	3,128,846.1484
C.C.		N	10,161,017.7514	E	3,128,924.8678
Back = N	38° 11′ 10.48" E				
Ahead = N	70° 51′ 09.84" E				
Chord Bear = N	54° 31′ 10.16" E				

==========

Ending chain ALN_F02 description

DESIGN

STATE OF TEXAS · HEATHER McNEAL · 114428 · LICENSED PROFESSIONAL ENGINEER

HEATHER McNEAL, P.E. — 7/30/2018 DATE

REVIEW AND APPROVAL

STATE OF TEXAS · JAMES A. LUTZ · 84722 · LICENSED PROFESSIONAL ENGINEER

JAMES A. LUTZ, P.E. — 7/30/2018 DATE

PAPE-DAWSON ENGINEERS

AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS

7800 SHOAL CREEK BLVD, STE 220 W I AUSTIN, TX 78757 I 512.454.8711

TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

BRUSHY CREEK TRAIL

HORIZONTAL ALIGNMENT DATA

100%SUBMITTAL	PROJECT NO.: STP 1802(205)TP		DATE: 7/30/2018
DRWN.BY: EG	DSGN.BY: EG	CHKD.BY: HM	SHEET NO.: 10

Plotted on: 7/30/2018

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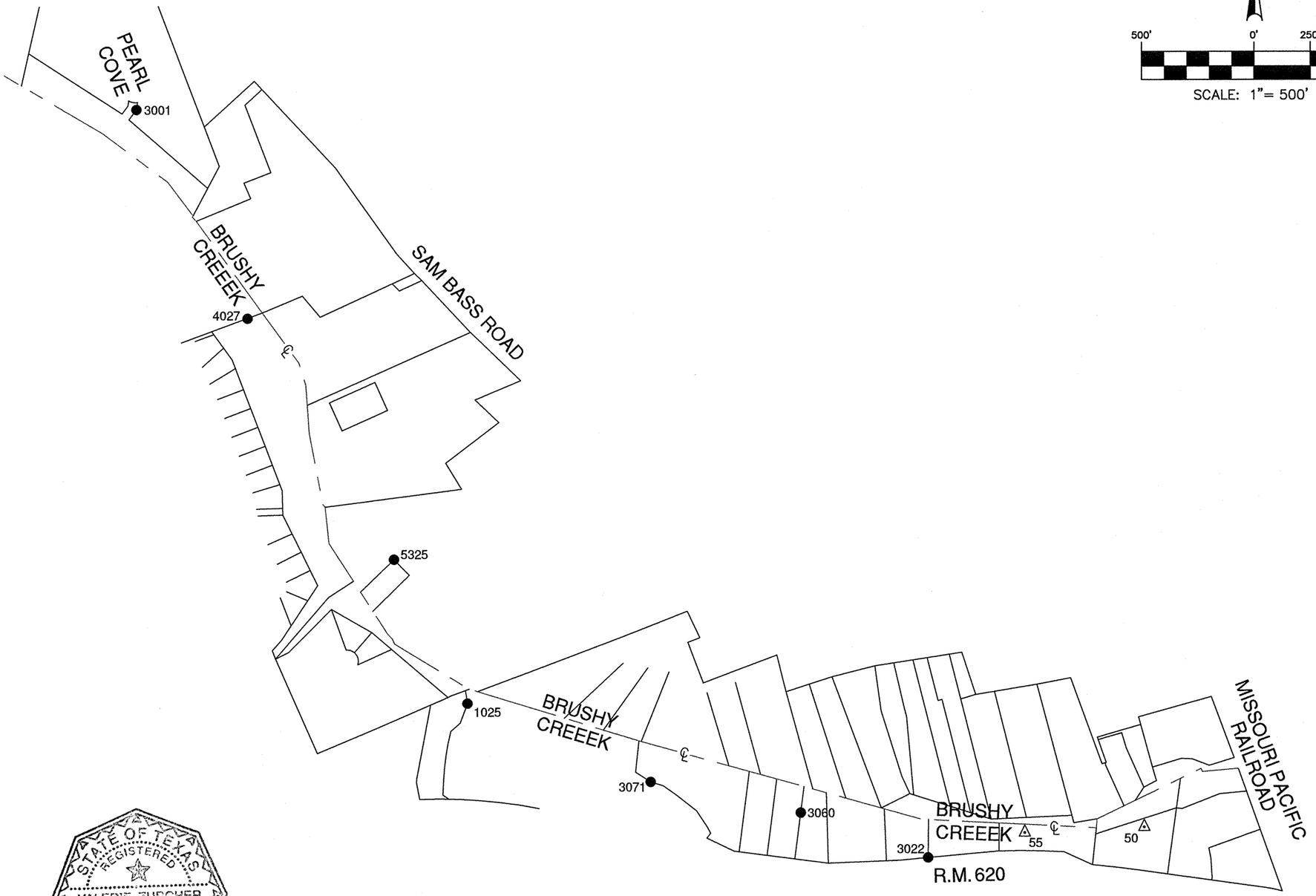

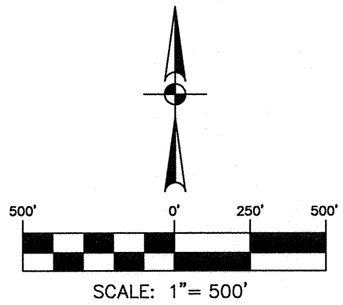

NOTES:

1. COORDINATES SHOWN ARE DISPLAYED IN US SURVEY FEET, BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00 FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE, WITH A SURFACE ADJUSTMENT FACTOR OF 1.00012 APPLIED.

2. ELEVATIONS SHOWN ARE BASED ON NAVD88 (GEOID 03).

LEGEND

CONC.	CONCRETE
FD.	FOUND
PCC	POINT OF COMPOUND CURVATURE
PRC	POINT OF REVERSE CURVATURE
I.R.	1/2" IRON ROD
℄	CENTERLINE
PL	PROPERTY LINE
●	FOUND MONUMENT
△	CONTROL POINT
RM	RANCH TO MARKET

SYMBOL LEGEND

	FH	FIRE HYDRANT
		GATE
	GI	GRATE INLET
(S)	SSMH	SANITARY SEWER MANHOLE
	SL	STREET LIGHT
	UP	UTILITY POLE
	HT	HIGH LINE TOWER

TREE LEGEND

(·)	TREE 6	6" TREE – UNKNOWN SPECIES
(·)	AELM 6	6" AMERICAN ELM
(·)	CELM 6	6" CEDAR ELM
(·)	RO 6	6" RED OAK
(·)	PCN 6	6" PECAN
(·)	SYC 6	6" SYCAMORE
(·)	BX 6	6" BOX ELDER

LINE LEGEND

—— x —— x ——	BARBED WIRE FENCE
——SS——SS——	SANITARY SEWER LINE
——OHE——OHE——	OVERHEAD ELECTRIC

REV. NO.	DATE	DESCRIPTION	BY

PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028800

STATE OF TEXAS
REGISTERED
VALERIE ZURCHER
6222
PROFESSIONAL
LAND SURVEYOR
10/02/2017

BRUSHY CREEK TRAIL
FROM STA. 200+77.00 TO
STA. 258+30.83
IN WILLIAMSON COUNTY, TEXAS

PRIMARY HORIZONTAL
AND VERTICAL CONTROL

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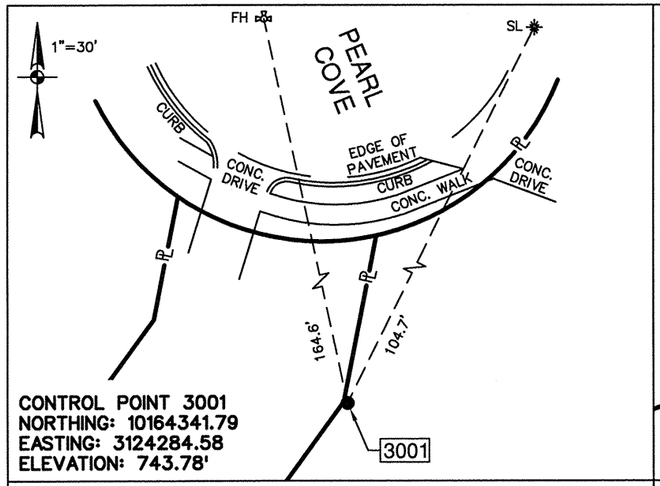
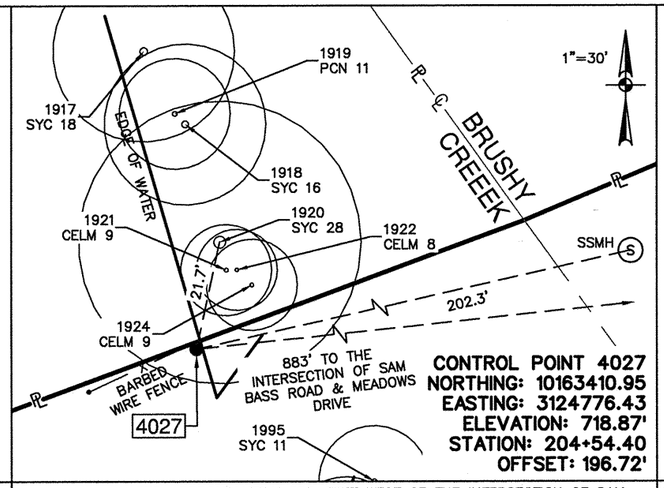
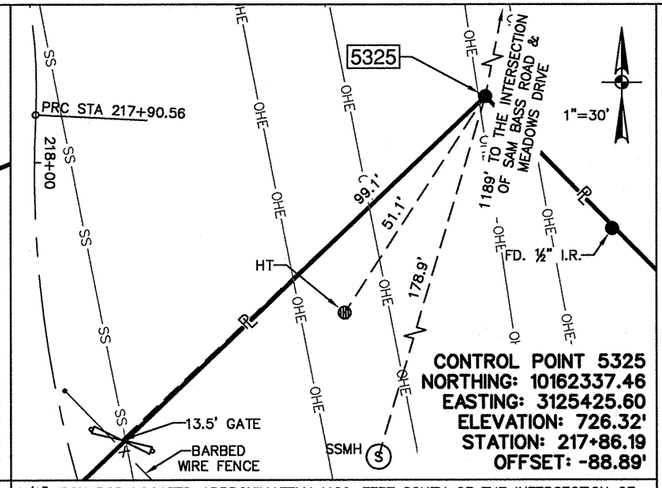


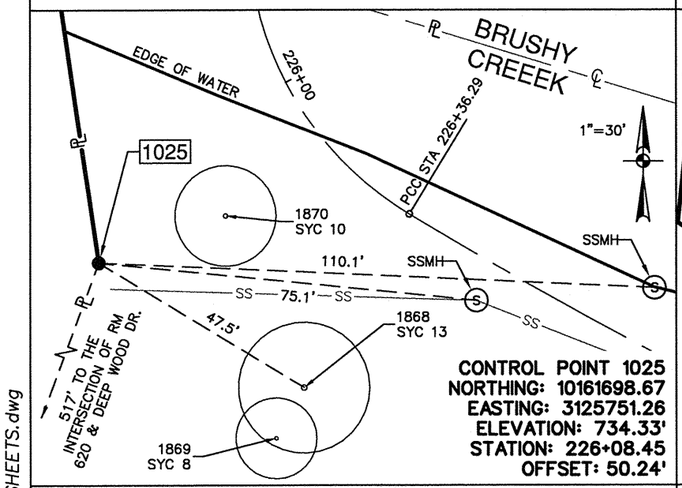
1/2" IRON ROD LOCATED APPROXIMATELY 82–FEET SOUTH OF THE CENTER OF THE CUL–DE–SAC FOR PEARL COVE.



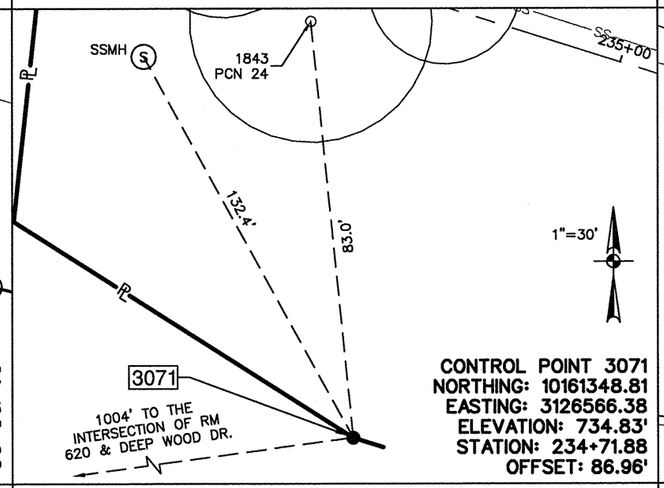
80–D NAIL LOCATED APPROXIMATELY 883–FEET WEST OF THE INTERSECTION OF SAM BASS ROAD & MEADOWS DRIVE.



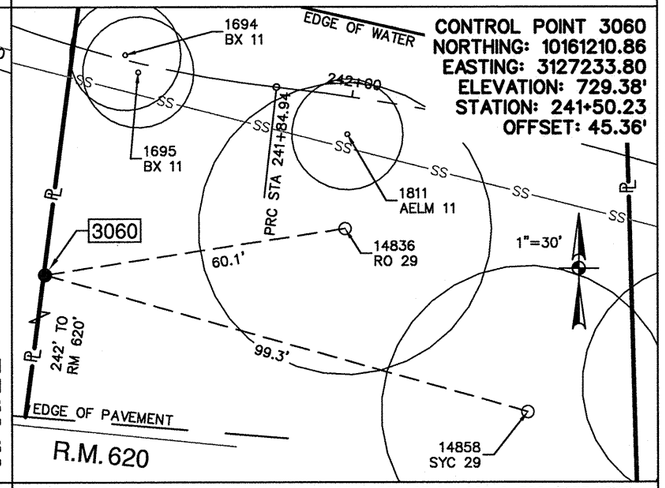
1/2" IRON ROD LOCATED APPROXIMATELY 1189–FEET SOUTH OF THE INTERSECTION OF SAM BASS ROAD & MEADOWS DRIVE.



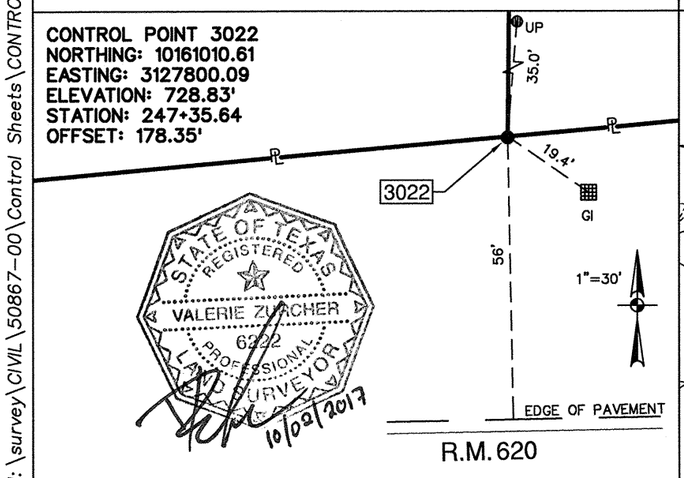
IRON ROD WITH CAP MARKED "BAKER–AICKLEN" LOCATED APPROXIMATELY 517–FEET NORTHEAST OF THE INTERSECTION OF RM 620 AND DEEP WOOD DR.



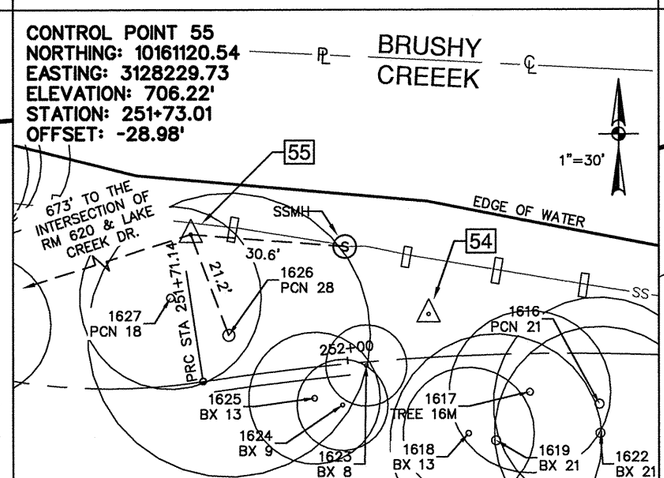
1/2" IRON ROD LOCATED APPROXIMATELY 1004–FEET EAST OF THE INTERSECTION OF RM 620 AND DEEP WOOD DR.



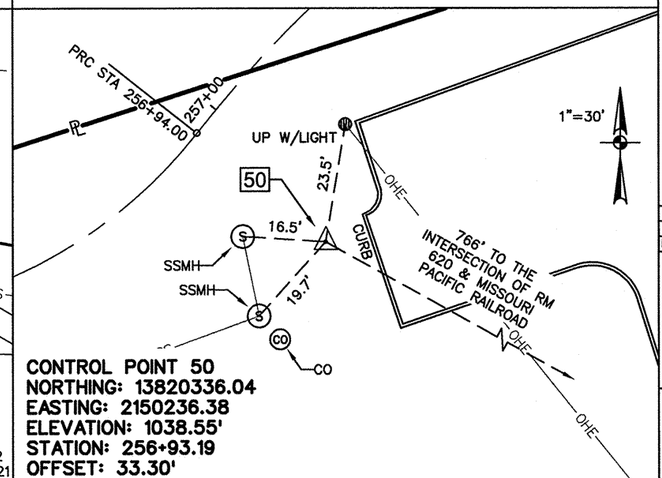
MAG NAIL LOCATED APPROXIMATELY 242–FEET NORTH OF RM 620 & 386–FEET WEST OF LAKE CREEK DRIVE.



3/8" IRON ROD LOCATED APPROXIMATELY 56–FEET NORTH OF RM 620 & 214–FEET EAST OF LAKE CREEK DRIVE.



1/2" IRON ROD WITH RED CAP MARKED "TRAVERSE" LOCATED APPROXIMATELY 673–FEET NORTHEAST OF THE INTERSECTION OF RM 620 AND LAKE CREEK DR.



1/2" IRON ROD WITH RED CAP MARKED "TRAVERSE" LOCATED APPROXIMATELY 766–FEET NORTHWEST OF THE INTERSECTION OF RM 620 AND THE MISSOURI PACIFIC RAILROAD.

NOTES:

1. COORDINATES SHOWN ARE DISPLAYED IN US SURVEY FEET, BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00 FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE, WITH A SURFACE ADJUSTMENT FACTOR OF 1.00012 APPLIED.

2. ELEVATIONS SHOWN ARE BASED ON NAVD88 (GEOID 03).

LEGEND

CONC.	CONCRETE
FD.	FOUND
PCC	POINT OF COMPOUND CURVATURE
PRC	POINT OF REVERSE CURVATURE
I.R.	1/2" IRON ROD
℄	CENTERLINE
P.	PROPERTY LINE
●	FOUND MONUMENT
△	CONTROL POINT
RM	RANCH TO MARKET

SYMBOL LEGEND

FH	FH	FIRE HYDRANT
		GATE
GI	GI	GRATE INLET
S	SSMH	SANITARY SEWER MANHOLE
SL	SL	STREET LIGHT
UP	UP	UTILITY POLE
HT	HT	HIGH LINE TOWER

TREE LEGEND

TREE 6	6" TREE – UNKNOWN SPECIES
AELM 6	6" AMERICAN ELM
CELM 6	6" CEDAR ELM
RO 6	6" RED OAK
PCN 6	6" PECAN
SYC 6	6" SYCAMORE
BX 6	6" BOX ELDER

LINE LEGEND

x x	BARBED WIRE FENCE
SS SS	SANITARY SEWER LINE
OHE OHE	OVERHEAD ELECTRIC

REV. NO.	DATE	DESCRIPTION	BY

PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028800

BRUSHY CREEK TRAIL
FROM STA. 200+77.00 TO
STA. 258+30.83
IN WILLIAMSON COUNTY, TEXAS

PRIMARY HORIZONTAL AND VERTICAL CONTROL

File: H:\survey\CIVIL\50867-00\Control Sheets\CONTROL-SHEETS.dwg

Plotted on: 8/3/2018

GENERAL NOTES: Version September 6, 2016

Basis of Estimate

Item	Description	**Rate
**204	**Sprinkling** (Dust) (Item 132) (Item 247)	 30 GAL/CY 30 GAL/CY 30 GAL/CY
**210	**Roll (Flat Wheel)** (Item 247)	 1 HR/200 TON
**210	**Roll (Tamping and Heavy Tamping)**	1 HR/200 CY
**210	**Roll (Lt Pneumatic Tire)** (Item 132) (Item 247)	 1 HR/500 CY 1 HR/200 TON
247	**Flexible Base (CMP IN PLC)**	132 LB/CF

** For Informational Purposes Only

GENERAL
Perform work during good weather. If work is damaged by a weather event, the Contractor is responsible for all costs associated with replacing damaged work.

References to manufacturer's trade name or catalog numbers are for the purpose of identification only. Similar materials from other manufacturers are permitted if they are of equal quality, comply with the specifications for this project, and are approved.

If work is performed at Contractor's option, when inclement weather is impending, and the work is damaged by subsequent precipitation, the Contractor is responsible for all costs associated with replacing the work, if required.

The roadbed will be free of organic material prior to placing any section of the pavement structure.

Equip all construction equipment used in roadway work with highly visible omnidirectional flashing warning lights.

Use a self-contained vacuum broom to sweep the roadway and keep it free of sediment as directed. The contractor will be responsible for any sweeping above and beyond the normal maintenance required to keep fugitive sediment off the roadway as directed by the Engineer.

Protect all areas of the right of way, which are not included in the actual limits of the proposed construction areas, from disturbance. Restore any area disturbed because of the Contractor's operations to a condition as good as, or better than, before the beginning of work at no cost to the state.

Damage to existing pipes and SET's due to Contractor operations will be repaired at Contractor's expense.

All locations used for storing construction equipment, materials, and stockpiles of any type, within the right of way, will be as directed. Use of right of way for these purposes will be restricted to those locations where driver sight distance to businesses and side street intersections is not

Project Number: STP1802(205)TP **Control:** 0914-05-191
County: Williamson
Highway: Brushy Creek Trail

obstructed and at other locations where an unsightly appearance will not exist. The Contractor will not have exclusive use of right of way but will cooperate in the use of the right of way with the city/county and various public utility companies as required.

ITEM 5 – CONTROL OF THE WORK
Mark and maintain 100-foot station intervals for the duration of the project, as directed. Consider subsidiary to pertinent Items.

Electronic Shop Drawing Submittals:
Submit Electronic Shop Drawing Submittals according to the current **Guide to Electronic Shop Drawing Submittal (GESDS).** For instructions on submitting shop drawings electronically go to TxDOT website (Business with TxDOT > Bridge Information > Shop Drawings. File is titled: **Guide to Electronic Shop Drawing Submittal.**)

For information on the electronic shop plan process, please visit the Bridge Division/Fabrication Branch web pages at: http://www.txdot.gov/business/resources/specifications/shop-drawings.html
The Guide to Electronic Shop Drawing Submittal at:
ftp://ftp.dot.state.tx.us/pub/txdot-info/library/pubs/bus/bridge/e_submit_guide.pdf
and the Submittal Requirements table at:
ftp://ftp.dot.state.tx.us/pub/txdot-info/library/pubs/bus/bridge/electronic_submission.pdfhave been updated to include additional guidance on segmental bridge submittals.

And

Copies of the standard shop drawings are on file with Traffic Operations Division, Bridge Division, and the Materials Section of Construction Division. Additional shop drawings for roadway illumination assemblies built in conformance with these drawings are not required. Pre-approved shop drawing manufacturers and assembly model numbers can be found at TxDOT website (Business with TxDOT > Materials Information > Material Producer List. Category is Roadway Illumination and Electrical Supplies

1. **In the E-mail "To:" box place the E-mail address to the following:**
Submit all Shop Drawings (and Working Drawings, if/when required), which do not require direct submittal to the **Bridge Division Fabrication Section**, electronically, to the following address:

Georgetown Area	Nathan Wright	Nathan.Wright@txdot.gov	AUS_GE-ShopReview@txdot.gov

And

Consultant E-Mail Contact:

Pape-Dawson Engineers	Derek Mueller	DMueller@pape-dawson.com

PAPE-DAWSON ENGINEERS
AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS
7800 SHOAL CREEK BLVD, STE 220 W I AUSTIN, TX 78757 I 512.454.8711
TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

GENERAL NOTES

100%SUBMITTAL	PROJECT NO.: STP 1802(205)TP		DATE: 8/3/2018
DRWN.BY: EG	DSGN.BY: EG	CHKD.BY: HM	SHEET NO.: 13

Design Filename: H:\projects\508\67\00\design\Civil\General\5086700_GeneralNotes.dgn

Plotted on: 8/3/2018

2. In the e-mail "CC:" or "Copy To:" box place the following E-mail addresses:

In every e-mail submittal, the "CC:" or "Copy To:" line of the header will include the following e-mail addresses:

a. Contractor's Contact:

AND

b. Area Office Contact:

Georgetown Area	Nathan Wright	Nathan.Wright@txdot.gov	AUS_GE-ShopReview@txdot.gov

ITEM 6 - CONTROL OF MATERIALS
Give a minimum of 1 business day notice for materials, which require inspection at the Plant.

ITEM 7 – LEGAL RELATIONS AND RESPONSIBILITIES
Refer to the Environmental Permits, Issues and Commitments (EPIC) plan sheets for additional requirements and permits.

When any abandoned well is encountered, cease construction operations in this area and notify the Engineer who will coordinate the proper plugging procedures. A water well driller licensed in the State of Texas must be used to plug a well.

Erosion control and stabilization measures must be initiated immediately in portions of the site where construction activities have temporarily ceased and will not resume for a period exceeding 14 calendar days. Track all exposed soil, stockpiles, and slopes. Tracking consists of operating a tracked vehicle or equipment up and down the slope, leaving track marks perpendicular to the direction of the slope. Re-track slopes and stockpiles after each rain event or every 14 days, whichever occurs first. This work is subsidiary.

Perform maintenance of vehicles or equipment at designated maintenance sites. Keep a spill kit on-site during fueling and maintenance. This work is subsidiary.

Maintain positive drainage for permanent and temporary work for the duration of the project. Be responsible for any items associated with the temporary or interim drainage and all related maintenance. This work is subsidiary.

Suspend all activities near any significant recharge features, such as sinkholes, caves, or any other subterranean openings that are discovered during construction or core sampling. Do not proceed until the designated Geologist or TCEQ representative is present to evaluate and approve remedial action.

Locate aboveground storage tanks kept on-site for construction purposes in a contained area as to not allow any exposure to soils. The containment will be sized to capture 150% of the total capacity of the storage tanks.

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PSL in Edwards Aquifer Recharge and Contributing Zone
Obtain written approval from the Engineer for all on or off right of way PSLs not specifically addressed in the plans. Provide a signed SW3P sketch of the location 30 business days prior to use of the PSL. Include a list of materials, equipment and portable facilities that will be stored at the PSL.

PSL in USACE Jurisdictional Area
Do not initiate activities in a PSL associated with a U.S. Army Corps of Engineers (USACE) jurisdictional area that have not been previously evaluated by the USACE as part of the permit review of this project. Such activities include, but are not limited to, haul roads, equipment staging areas, borrow and disposal sites. Associated defined here means materials are delivered to or from the PSL. The jurisdictional area includes all waters of the U.S. including wetlands or associated wetlands affected by activities associated with this project. Special restrictions may be required for such work. Consult with the USACE regarding activities, including PSLs that have not been previously evaluated by the USACE. Provide the Department with a copy of all USACE coordination and approvals before initiating activities.

Proceed with activities in PSLs that do not affect a USACE jurisdictional area if self-determination has been made that the PSL is non-jurisdictional or proper clearances have been obtained in USACE jurisdictional areas or have been previously evaluated by the USACE as part of the permit review of this project. Document any determinations that PSL activities do not affect a USACE jurisdictional area. Maintain copies of PSL determinations for review by the Department or any regulatory agency. The Contractor must document and coordinate with the USACE, if required, before any excavation material hauled from or embankment material hauled into a USACE jurisdictional area by either (1) or (2) below.

1. **Restricted Use of Materials for the Previously Evaluated Permit Areas.** When an area within the project limits has been evaluated by the USACE as part of the permit process for this project:
   a. suitable excavation of required material in the areas shown on the plans and cross sections as specified in Standard Specification Item 110, Excavation is used for permanent or temporary fill within a USACE jurisdictional area;
   b. suitable embankment from within the USACE jurisdictional area is used as fill within a USACE evaluated area;
   c. Unsuitable excavation or excess excavation that is disposed of at an approved location within a USACE evaluated area.
2. **Contractor Materials from Areas Other than Previously Evaluated Areas.** Provide the Department with a copy of all USACE coordination and approvals before initiating any activities in a jurisdictional area within the project limits that has not been evaluated by the USACE or for any off right of way locations used for the following, but not limited to, haul roads, equipment staging areas, borrow and disposal sites:
   a. Standard Specification Item 132, Embankment is used for temporary or permanent fill within a USACE jurisdictional area;
   b. Unsuitable excavation or excess excavation that is disposed of outside a USACE evaluated area.

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GENERAL NOTES

100%SUBMITTAL	PROJECT NO.: STP 1802(205)TP		DATE: 8/3/2018
DRWN.BY: EG	DSGN.BY: EG	CHKD.BY: HM	SHEET NO.: 13A

Design Filename: H:\projects\508\67\00\design\Civil\General\5086700_GeneralNotes.dgn

Work over or near Bodies of Water (Lakes, Rivers, Ponds, Creeks, etc.).
Keep on site a universal spill kit adequate for the body of water and the work being performed. No debris is allowed to fall into a body of water. Debris that falls into the water must be removed at the end of each work day. Debris that falls into the floodway must be removed at the end of each work week or prior to a rain event. This work is subsidiary.

Migratory Birds and Bats.
Migratory birds and bats may be nesting within the project limits and concentrated on roadway structures such as bridges and culverts. Remove all old and unoccupied migratory bird nests from any structures, trees, etc. between September 1st and January 31st. Prevent migratory birds from re-nesting or perform construction activities between February 1st and August 31st.

All methods used for the removal of old bird or bat nesting areas and the prevention of re-nesting must be approved by the Engineer well in advance of the planned use.

In the event that any active nests are encountered on-site during construction, all construction activity within the immediate vicinity of the nest must cease immediately. Contact the Engineer to determine how to proceed.

No extension of time or compensation payment will be granted for a delay or suspension of work caused by migratory birds or bats. This work is subsidiary.

Additional Environmental Requirements

TxDOT recognizes the particular sensitivity of certain features in the project area that warrant additional consideration with respect to the preservation of water quality and quantity. These include all operations within the limits of the 100-year floodplain associated with Brushy Creek. Therefore, along with the water quality protection BMPs that would be included in the WPAP and SWP3, TxDOT proposes the following goals and specific measures. The specific measures listed below would be incorporated into the project's plan set and would become a binding part of the project's bid documents.

1. TxDOT has redesigned the boardwalk and piers to avoid contact with groundwater and surface water during construction activities. Piers have been shortened to 10 feet in depth to avoid hitting groundwater (per the geotechnical information gathered during the project development phase). Test bores would be drilled during construction to establish pier locations that would not hit void space or groundwater and no deeper than proposed depths in most cases.
2. TxDOT would be committed to minimizing disturbed areas and protecting natural vegetation, especially in the vicinity of sensitive recharge features and major drainage pathways.
   - o Springs and seeps would have construction exclusion zones established around them that would include sedimentation control BMPs. These areas would be demarcated with orange construction fencing and noted on the plans documents. No construction work would take place within these areas.
   - o Disturbance would be minimized to the greatest extent practicable to minimize erosion in the vicinity of Brushy Creek.

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   - o Disturbed areas would be stabilized as soon as practicable.
3. TxDOT would be committed to minimizing erosion and preventing sediment from leaving the project site.
   - o Measures would be taken to prevent escaped sediment from being carried from the project site into Brushy Creek. In addition to the erosion and sediment control BMPs, work within the 100-year floodplain of Brushy Creek would be scheduled during periods of low-flow or no flow.
4. Within the limits of the 100-year floodplain: All drill tailings shall be removed daily
   - o Overnight storage of equipment and materials (including stockpiles) shall be prohibited
   - o Equipment refueling shall be prohibited
5. Drill Shafts shall not be constructed using Slurry Displacement Methods or petroleum-based drilling fluids or lubricants.
6. If, during subsurface activities over the Edwards Aquifer Recharge Zone, groundwater or large karst voids are encountered (greater than 6 inches in any direction),
   - o drilled shafts shall be encased in steel in the following manner:
     - In cases of large voids above the water table, steel casing shall extend no less than 24 inches above and 24 inches below the extent of the void
     - In cases of groundwater contact, steel casing shall extend from the bottom of the bore to no less than 24 inches above groundwater contact on the day of pouring
   - o The project contractor hired by TxDOT would supply a licensed Professional Geoscientist (PG) as required by the Edwards Aquifer Rules.
     - If voids are encountered during construction, all work would stop up to 25 feet from the void site and the PG would perform an initial geologic assessment. The buffer distance may be greater if the PG or karst biologist deems appropriate.
     - If the PG determines that the feature provides potential habitat for listed karst invertebrate species, a karst biologist holding an appropriate Section 10(a)(1)(A) permit would inspect the feature to determine its scientific or conservation value.
     - The surface expression of the void would be covered between the time the void is opened and the time that a karst biologist is available to inspect it, in order to minimize the influence of diurnal variations in surface temperature and to retain moisture.
     - Hazard fencing or barricades would be used to protect the area if there is a fall hazard, such as the case of an open shaft.
     - Appropriate BMPs, including the installation of silt fencing and/or silt socks and immediate area work stoppage, would be implemented to minimize surface runoff from entering the feature.

ITEM 8 – PROSECUTION AND PROGRESS
Electronic versions of schedules will be saved in Primavera P6 format.

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GENERAL NOTES

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Plotted on: 8/3/2018

A CPM schedule in Primavera format and a PSSR is required. Use software fully compatible with Primavera P6.

ITEM 100 - PREPARING RIGHT OF WAY
Prep ROW must not begin until trees designated for preservation have been protected, items listed in the EPIC have been addressed, and SW3P controls installed. Burning brush is not allowed.

Follow requirements of Item 752 and corresponding general notes when working on or within the drip line of a tree when the diameter 4.5 ft. above the ground is 12 in. or greater.

Unless shown otherwise in the plans, perform pruning or removal for areas within 30' of edge of pavement under construction. Trim or remove vegetation along sidewalks, along paths, along guard fence, along rails, around signs, markers, and structures to provide visibility to traveling public, line of sight for travelers, and 5' of clearance. Trim to provide a minimum of 14' vertical clearance under all trees. Use work methods described in Item 752. Flailing equipment is not allowed on oak trees or in urban areas. This work is subsidiary.

Use hand methods or other means of removal if doing work by mechanical methods is impractical. This work is subsidiary.

Backfill material will be Type B Embankment using ordinary compaction.

ITEM 110 – EXCAVATION
The Engineer will define unsuitable material.

ITEM 132 – ALL EMBANKMENT
At no time will the retaining wall backfill material exceed the adjacent embankment operation by more than one lift. At no time will the embankment adjacent to the retaining wall backfill exceed the wall backfill by any elevation.

The Engineer will define unsuitable material. Material which the Contractor might deem to be unsuitable due to moisture content will not be considered unsuitable material.

Prior to begin embankment of existing area, correct or replace unstable material to a depth of 6" below existing grade. Embankment areas will be inspected prior to beginning work.

Rock or broken concrete produced by the project is allowed in earth embankments. The size of the rock or broken concrete will not exceed the layer thickness requirements in Section 132.3.4., "Compaction Methods." The material will not be placed vertically within 5' of the finished subgrade elevation.

Embankment placed vertically within 5' of the finished subgrade elevation or within the edges of the subgrade and treated with lime, cement, or other calcium based additives must have a sulfate content less than 3000 ppm. Allow 5 business days for testing. Treatment of sulfate material 3000 ppm to 7000 ppm requires 7 days of mellowing and continuous water curing, in accordance TxDOT guidelines for Treatment of Sulfate-Rich Soils and Bases in Pavement Structures (9/2005). Material over 7000 ppm is not allowed.

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ITEM 168 – VEGETATIVE WATERING
Water all areas of project to be seeded or sodded.

Maintain the seedbed in a condition favorable for the growth of grass. Watering can be postponed immediately after a rainfall on the site of ½ inch or greater, but will be resumed before the soil dries out. Continue watering until final acceptance.

Vegetative watering rates and quantities are based on ¼ inch of watering per week over a 3-month watering cycle. The actual rates used and paid for will be as directed and will be based on prevailing weather conditions to maintain the seedbed.

Obtain water at a source that is metered (furnish a current certification of the meter being used) or furnish the manufacturer's specifications showing the tank capacity for each truck used. Notify the Engineer, each day that watering takes place, before watering, so that meter readings or truck counts can be verified.

ITEM 204 – SPRINKLING
Apply water for dust control as directed. When dust control is not being maintained, cease operations until dust control is maintained. Consider subsidiary to the pertinent Items.

ITEM 216 - PROOF ROLLING
Correct and perform "Proof Rolling" retest at the Contractor's expense, to the satisfaction of the Engineer, when initial "Proof Rolling" yields a failing result.

ITEM 247 - FLEXIBLE BASE
The lift thickness will be 4" to 6" unless shown in the plans. When compacted in multiple lifts, the density of the bottom and middle lifts will be 95% and 98% of the maximum dry density, respectively.

Correction of subgrade soft spots is subsidiary.

Complete all subgrade, ditches, slopes, and place all drainage structures to conform to required lines, grades, and cross-sections, as shown and directed, prior to the placement of Flex Base.

Do not use a vibratory

ITEM 400 - EXCAVATION AND BACKFILL FOR STRUCTURES
Backfill the bridge ends in accordance with the limits shown on TxDOT "CSAB" Standard. Use material in accordance with "CSAB" or Item 423, Type BS. The "CSAB" optional bond breaker materials are allowed. This work is subsidiary.

ITEM 416 - DRILLED SHAFT FOUNDATIONS
Stake all Foundations, for approval, before beginning drilling operations.

Remove spoils from a flood plain at the end of each work day.

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GENERAL NOTES

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Project Number: STP1802(205)TP **Control:** 0914-05-191
County: Williamson
Highway: Brushy Creek Trail

ITEM - 420, 425, 441, & 462
Notify the Austin District Bridge Engineer prior to opening each phase of bridge or bridge class culvert construction to traffic. Notification is required for all new and modified structures.

ITEM 420 – CONCRETE SUBSTRUCTURES
Do not use PMDF in areas where a "Free Joint" is indicated in the plans.

Where Retaining Walls are integral parts of the abutment header, do not place the abutment cap prior to backfilling the wall and the abutment area up to the elevation of the bottom of the abutment cap.

Mass placements are defined as placements with a least dimension greater than or equal to 5 ft., or designated elsewhere on the plans.

The "H" values shown on Bridge Layouts are estimated column heights. Calculate the actual column heights based on field conditions.

Perform work during good weather unless otherwise directed. If work is performed at Contractor's option, when inclement weather is impending, and the work is damaged by the weather, the Contractor is responsible for all costs associated with repairs/replacement.

Upon completion of the structure, stencil the National Bridge Inventory (NBI) number (structure number) using black paint and 4" tall numbers at location designated. This work is subsidiary.

Bonding agents are required at construction joints. Do not use membrane curing for structural concrete as defined in Item 421, Table 8.

Remove all loose Formwork and other Materials from the floodplain or drainage areas daily.

ITEM 432 - RIPRAP
Mow strip riprap will be 4 in. and all other riprap will be 5 in. unless otherwise shown on the plans or in the pay items.

ITEM 502 - BARRICADES, SIGNS, AND TRAFFIC HANDLING
Cover, relocate or remove existing signs that conflict with traffic control. Install all permanent signs, delineation, and object markers required for the operation of the roadway before opening to traffic. Use of temporary mounts is allowed or may be required until the permanent mounts are installed or not impacted by construction. Maintain the temporary mounts. This work is subsidiary.

Place a 28-inch, reflectorized cone meeting requirements of BC (10)-14 on top of foundations that have protruding studs. This work is subsidiary.

ITEM 752 – TREE AND BRUSH REMOVAL
Prior to begin tree trimming, provide on-the-job training for employees performing the trimming to demonstrate proper work methods. TxDOT shall observe the training. This work is subsidiary.

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GENERAL NOTES

100%SUBMITTAL	PROJECT NO.: STP 1802(205)TP		DATE: 8/3/2018
DRWN.BY: EG	DSGN.BY: EG	CHKD.BY: HM	SHEET NO.: 13D

Plotted on: 8/3/2018
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Item No	Description	Unit	Quantity
	TRAFFIC CONTROL		
0502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	7
0506-6034	CONSTRUCTION PERIMETER FENCE	LF	1,102
	ROADWAY		
0100-6002	PREPARING ROW	STA	49
0110-6001	EXCAVATION (ROADWAY)	CY	879
0132-6004	EMBANKMENT (FINAL)(DENS CONT)(TY B)	CY	450
0161-6014	COMPOST MANUF TOPSOIL (BOS OR PB) (4")	SY	4,573
0164-6037	DRILL SEEDING (PERM) (URBAN) (SANDY)	SY	4,573
0168-6001	VEGETATIVE WATERING	MG	77
0169-6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	SY	4,573
0420-6011	CL B CONC (FLUME)	CY	5
0432-6022	RIPRAP (STONE COMMON) (DRY) (6 IN)	CY	949
0432-6025	RIPRAP (STONE COMMON) (DRY) (15 IN)	CY	40
0442-6007	STR STEEL (MISC NON - BRIDGE)	LB	2,625
0450-6052	RAIL (HANDRAIL) (TY F)	LF	175
0529-6015	CONC CURB (TY C1)	LF	209
0529-6018	CONC CURB (TY F3)	LF	175
0529-6027	CONC CURB (TY C2)	LF	281
0531-6001	CONC SIDEWALKS (4")	SY	3,950
0531-6003	CONC SIDEWALKS (6")	SY	887
	DRAINAGE		
0432-6002	RIPRAP (CONC)(5 IN)	CY	17
0459-6007	GABION MATTRESSES (GALV)(12 IN)	SY	24
	LANDSCAPING		
0100-6004	PREPARING ROW(TREE)(12" TO 24" DIA)	EA	40
1004-6001	TREE PROTECTION	EA	126
	SW3P		
0506-6003	ROCK FILTER DAMS (INSTALL) (TY 3)	LF	35
0506-6011	ROCK FILTER DAMS (REMOVE)	LF	35
0506-6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	224
0506-6024	CONSTRUCTION EXITS (REMOVE)	SY	224
0506-6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	4,616
0506-6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	4,616
0506-6041	BIODEG EROSN CONT LOGS (INSTL) (12")	LF	156
0506-6043	BIODEG EROSN CONT LOGS (REMOVE)	LF	156
	BOARDWALK		
WC4999-6001	PRECAST CONCRETE BOARDWALK SYSTEM	LS	1
	BRIDGE		
0400-6005	CEMENT STABILIZED BACKFILL	CY	36
0420-6013	CL C CONC (ABUT)	CY	25
0420-6039	CL C CONC (MASS) (COLUMN)	CY	42
0420-6045	CL C CONC (MASS) (FOOTING)	CY	45
0422-6001	REINF CONC SLAB (SLAB)	SF	134
4000-6003	PREFABRICATED PED STEEL TRUSS BRIDGE (120 FT)	EA	1

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BRUSHY CREEK TRAIL
ESTIMATE & QUANTITY

100%SUBMITTAL	PROJECT NO.: STP 1802(205)TP		DATE: 8/3/2018
DRWN.BY: EG	DSGN.BY: EG	CHKD.BY: HM	SHEET NO.: 14

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Plotted on: 8/3/2018

ROADWAY QUANTITIES

	ITEM	0100-6002	0110-6001	0132-6004	0161-6014	0164-6037	0168-6001	0169-6001
	SHEET	PREPARING ROW	EXCAVATION (ROADWAY)	EMBANKMENT (FINAL) (DENS CONT) (TY B)	COMPOST MANUF TOPSOIL (BOS OR PB) (4")	DRILL SEEDING (PERM) (URBAN) (SANDY)	VEGETATIVE WATERING	SOIL RETENTION BLANKETS (CL 1) (TY A)
SHT NO		STA	CY	CY	SY	SY	MG	SY
35	PLAN & PROFILE (BEGIN PROJECT TO STA 214+00)	4	69		268	268	4.50	268
36	PLAN & PROFILE (STA 214+00 TO STA 219+00)	5	89	4	338	338	5.70	338
37	PLAN & PROFILE (STA 219+00 TO STA 224+00)	5	28	40	394	394	6.62	394
38	PLAN & PROFILE (STA 224+00 TO STA 229+00)	5						
39	PLAN & PROFILE (STA 229+00 TO STA 234+00)	5	62	65	642	642	10.81	642
40	PLAN & PROFILE (STA 234+00 TO STA 239+00)	5	104	176	925	925	15.57	925
41	PLAN & PROFILE (STA 239+00 TO STA 244+00)	5	244	108	844	844	14.20	844
42	PLAN & PROFILE (STA 244+00 TO STA 249+00)	5	137	30	403	403	6.79	403
43	PLAN & PROFILE (STA 249+00 TO STA 254+00)	5	63	8	238	238	4.00	238
44	PLAN & PROFILE (STA 254+00 TO END PROJECT)	5	83	19	522	522	8.79	522
	TOTALS	49	879	450	4573	4573	76.97	4573

	ITEM	0420-6011	0432-6022	0432-6025	0442-6007	0450-6052	0529-6015	0529-6018
	SHEET	CL B CONC (FLUME)	RIPRAP (STONE COMMON) (DRY) (6 IN)	RIRRAP (STONE COMMON) (DRY) (15 IN)	STR STEEL (MISC NON - BRIDGE)	RAIL (HANDRAIL) (TY F)	CONC CURB (TY C1)	CONC CURB (TY F3)
SHT NO		CY	CY	CY	LB	LF	LF	LF
35	PLAN & PROFILE (BEGIN PROJECT TO STA 214+00)							
36	PLAN & PROFILE (STA 214+00 TO STA 219+00)							
37	PLAN & PROFILE (STA 219+00 TO STA 224+00)		172					
38	PLAN & PROFILE (STA 224+00 TO STA 229+00)		327	40				
39	PLAN & PROFILE (STA 229+00 TO STA 234+00)		95					
40	PLAN & PROFILE (STA 234+00 TO STA 239+00)	4			1750		70	
41	PLAN & PROFILE (STA 239+00 TO STA 244+00)						139	
42	PLAN & PROFILE (STA 244+00 TO STA 249+00)	2	125		875			
43	PLAN & PROFILE (STA 249+00 TO STA 254+00)		220			91		91
44	PLAN & PROFILE (STA 254+00 TO END PROJECT)		10			84		84
	TOTALS	5	949	40	2625	175	209	175

	ITEM	0529-6027	0531-6001	0531-6003
	SHEET	CONC CURB (TY C2)	CONC SIDEWALKS (4")	CONC SIDEWALKS (6")
SHT NO		LF	SY	SY
35	PLAN & PROFILE (BEGIN PROJECT TO STA 214+00)		439	
36	PLAN & PROFILE (STA 214+00 TO STA 219+00)		556	
37	PLAN & PROFILE (STA 219+00 TO STA 224+00)		334	
38	PLAN & PROFILE (STA 224+00 TO STA 229+00)			
39	PLAN & PROFILE (STA 229+00 TO STA 234+00)		434	
40	PLAN & PROFILE (STA 234+00 TO STA 239+00)		529	93
41	PLAN & PROFILE (STA 239+00 TO STA 244+00)	118	271	343
42	PLAN & PROFILE (STA 244+00 TO STA 249+00)	163	213	217
43	PLAN & PROFILE (STA 249+00 TO STA 254+00)		183	122
44	PLAN & PROFILE (STA 254+00 TO END PROJECT)		991	112
	TOTALS	281	3950	887

DRAINAGE QUANTITIES

	ITEM	0432-6002	0459-6007
	DRAINAGE	RIPRAP (CONC) (5 IN)	GABION MATTRESSES (GALV) (12 IN)
SHT NO		CY	SY
58	DRAINAGE DETAILS	16.5	24
	TOTALS	16.5	24

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BRUSHY CREEK TRAIL
SUMMARY QUATITIES

100%SUBMITTAL	PROJECT NO.: STP 1802(205)TP		DATE: 8/3/2018
DRWN.BY: EG	DSGN.BY: EG	CHKD.BY: HM	SHEET NO.: 15

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LANDSCAPING QUANTITIES

	ITEM	0100-6004	1004-6001
	LANDSCAPE SUMMARY	PREPARING ROW(TREE)(12" TO 24" DIA)	TREE PROTECTION
SHT NO		EA	EA
79	LANDSCAPING	40	126
	TOTALS	40	126

SW3P QUANTITIES

	ITEM	0506-6003	0506-6011	0506-6020	0506-6024	0506-6038	0506-6039	0506-6041	0506-6043
	SW3P SUMMARY	ROCK FILTER DAMS (INSTALL) (TY 3)	ROCK FILTER DAMS (REMOVE)	CONSTRUCTION EXITS (INSTALL) (TY 1)	CONSTRUCTION EXITS (REMOVE)	TEMP SEDMT CONT FENCE (INSTALL)	TEMP SEDMT CONT FENCE (REMOVE)	BIODEG EROSN CONT LOGS (INSTL) (12")	BIODEG EROSN CONT LOGS (REMOVE)
SHT NO		LF	LF	SY	SY	LF	LF	LF	LF
89	SW3P (STA 209+00 TO STA 219+00)			112	112	909	909		
90	SW3P (STA 219+00 TO STA 229+00)					914	914		
91	SW3P (STA 229+00 TO STA 239+00)					996	996		
92	SW3P (STA 239+00 TO STA 249+00)	35	35			826	826	156	156
93	SW3P (STA 249+00 TO END PROJECT)			112	112	971	971		
	TOTALS	35	35	224	224	4616	4616	156	156

TCP QUANTITIES

	ITEM	0502-6001	0506-6034
	SHEET	BARRICADES, SIGNS AND TRAFFIC HANDLING	CONSTRUCTION PERIMETER FENCE
SHT NO		MO	LF
21	TRAFFIC CONTROL PLAN	7	827
22	TRAFFIC CONTROL PLAN		275
	TOTALS	7	1102

BOARDWALK QUANTITIES

	ITEM	WC4999-6001
	BOARDWALK SUMMARY	PRECAST CONCRETE BOARDWALK SYSTEM
SHT NO		LS
50	BORADWALK PLAN	1.0
	TOTALS	1.0

PAPE-DAWSON ENGINEERS
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TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

BRUSHY CREEK TRAIL
SUMMARY QUATITIES

100%SUBMITTAL	PROJECT NO.: STP 1802(205)TP		DATE: 8/3/2018
DRWN.BY: EG	DSGN.BY: EG	CHKD.BY: HM	SHEET NO.: 16

Plotted on: 8/3/2018
Design Filename: H:\projects\508\67.00\design\Civil\Summaries\5086700SUM_LANDSCAPE.dgn

SUMMARY OF BRIDGE ESTIMATED QUANTITIES ①

ITEM NO.	0400	0420	420	420	0422	4000
DESCRIPTION CODE	6005	6013	6039	6045	6001	
DESCRIPTION	CEMENT STABILIZED BACKFILL (BEHIND ABUTMENT)	CL C CONC (ABUT)	CL C CONC (MASS) (COLUMN)	CL C CONC (MASS) (FOOTING)	REINF CONC SLAB ② (SLAB)	PREFABRICATED PEDESTRIAN STEEL TRUSS BRIDGE EA
	CY	CY	CY	CY	SF	
ABUTMENT NO. 1	16.8	12.5	21.1	22.3		
ABUTMENT NO. 2	19.0	12.6	21.1	22.3		
120.250' PREFABRICATED PEDESTRIAN BRIDGE						1
PREFABRICATED PEDESTRIAN BRIDGE DECK ②					134.3	
TOTAL	35.8	25.1	42.2	44.6	134.3	1

① THE 2014 TXDOT "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS AND BRIDGES" AND THE LATEST SPECIAL PROVISIONS TO THE ITEMS OF WORK ARE HEREBY INCORPORATED INTO THIS PROJECT.

② THE COST OF A 6" CONCRETE DECK IS TO BE CONSIDERED SUBSIDIARY TO THE COST OF THE PREFABRICATED PEDESTRIAN STEEL TRUSS BRIDGE.

NOTES

1. THE 2014 EDITION OF TxDOT'S "STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS AND BRIDGES" AND THE LATEST SPECIAL PROVISIONS TO THE ITEMS OF WORK ARE HEREBY INCORPORATED INTO THIS PROJECT.
2. SPECIAL SPECIFICATION 4000 "PREFABRICATED PEDESTRIAN STEEL TRUSS BRIDGE SPAN" SHALL APPLY TO THIS PROJECT.
3. ELEVATION OF SELECTED BRIDGE SHOULD BE SIMILAR TO VIEW SHOWN ON LAYOUT. CONTRACTOR SHALL RECEIVE APPROVAL OF BRIDGE STYLE, COLOR OR FINISH FROM THE CITY OF SAN ANTONIO BEFORE A PREFABRICATED BRIDGE MANUFACTURER IS CHOSEN.
4. BACKWALL HEIGHT, WINGWALL HEIGHT, JOINT TYPE, ANCHOR BOLT NUMBER SIZE & LOCATION, CAP WIDTH, TOP OF CAP ELEVATIONS, AS WELL AS OTHER RELATED INFORMATION SHALL BE VERIFIED BY CONTRACTOR ONCE PREFABRICATED BRIDGE MANUFACTURE HAS BEEN CHOSEN.
5. THE BRIDGE DECK SHALL BE REINFORCED CONCRETE WITH A ROUGH BROOM FINISH.
6. EXPANSION JOINTS SELECTED SHALL CONSIDER ADA REQUIREMENTS.
7. ACCEPTABLE PREFABRICATED BRIDGE MANUFACTURES INCLUDE:
   a) CONTECH ENGINEERED SOLUTIONS, LLC
   b) OR APPROVED EQUAL
8. CONTRACTOR SHALL PROVIDE BEARINGS AS REQUIRED.
9. THE BRIDGE SUPERSTRUCTURE LOADING SHOWN HERE IN WAS USED FOR THE DESIGN OF THE ABUTMENTS. THE CONTRACTOR SHALL VERIFY THAT CHOSEN PREFABRICATED BRIDGE MANUFACTURER DOES NOT EXCEED THESE LOADS.

BRIDGE DESIGN ABUTMENT REACTIONS (KIPS)*			
LOAD	P	H	L
DEAD LOAD	51.28		
UNIFORM LIVE LOAD	47.25		
VEHICLE LOAD (H10)	10.00		
WIND UPLIFT (WINDWARD)	-17.25		
WIND UPLIFT (LEEWARD)	-6.00		
WIND VERTICAL	8.1		
WIND HORIZONTAL		22.31	
THERMAL			7.69

\+ DOWNWARD
\- UPWARD

* THE PEDESTRIAN BRIDGE LOADS ARE TRANSFERRED TO THE ABUTMENT THROUGH 4 REACTIONS 2 ON BOTH ENDS OF THE SPAN SPACED AT 14'-10" APART. THE LOADS PROVIDED ARE PER REACTION.

"P" = VERTICAL LOAD PER BASE PLATE (4 PER BRIDGE)

"H" = HORIZONTAL LOAD PER ABUTMENT (2 PER BRIDGE)

"L" = LONGITUDINAL LOAD PER BASE PLATE (4 PER BRIDGE)

STATE OF TEXAS
MELVIN K. LARA
91638
LICENSED
PROFESSIONAL ENGINEER

7-31-18

H10 AND PEDESTRIAN LOADING

REV. NO.	DATE	DESCRIPTION	BY

STRUCTURAL ENGINEERING ASSOCIATES, INC.
CONSULTING ENGINEERS
FIRM REGISTRATION NO. F-199

PAPE-DAWSON ENGINEERS
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TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

BRUSHY CREEK TRAIL

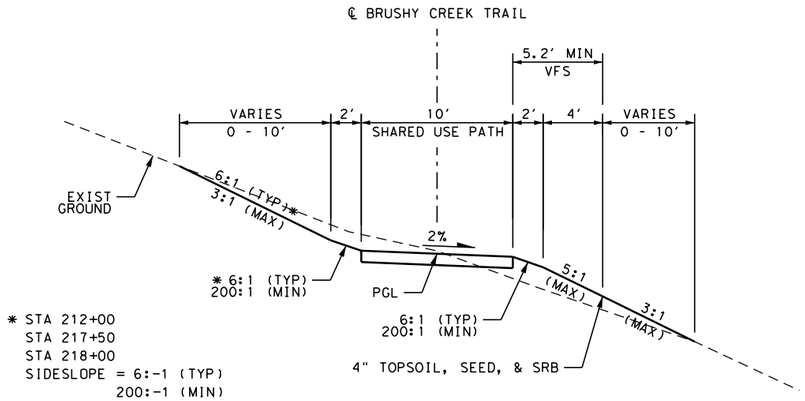
SUMMARY OF QUANTITIES (BRIDGE)

SHEET 1 OF 1

	PROJECT NO.: STP 1802 (205) TP		DATE: 7-27-18
DRWN.BY: AMH	DSGN.BY: MKL	CHKD.BY: AR	SHEET NO.: 17

Plotted on: 7/31/2018

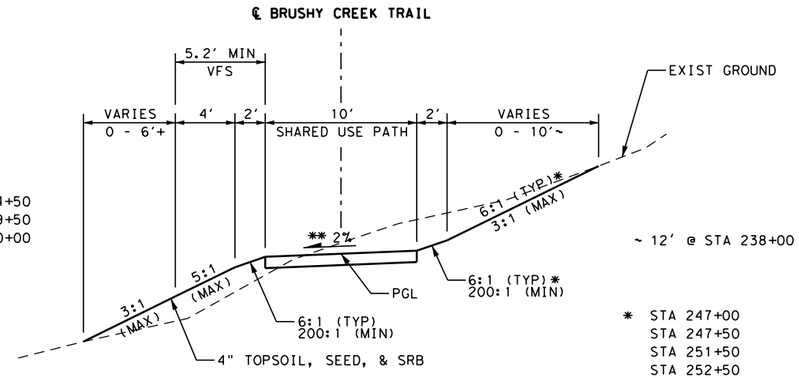
Design Filename: Z:\COMMERCIAL JOBS\18-152C - BrushyCreekProject\Bridge\5086700*ABT*SUMMARY*QTY*01.DGN



* STA 212+00
STA 217+50
STA 218+00
SIDESLOPE = 6:-1 (TYP)
200:-1 (MIN)

BRUSHY CREEK TRAIL
TYPICAL SECTION

FROM BEGIN PROJECT TO STA 222+00
NTS



+ 7' @ STA 234+50
8' @ STA 239+50
7' @ STA 240+00

~ 12' @ STA 238+00

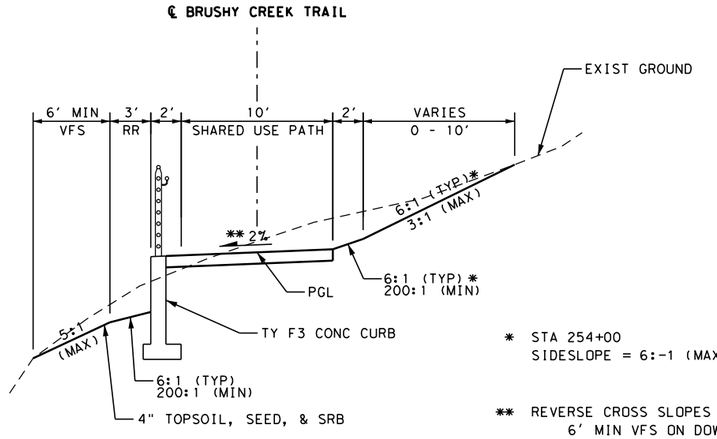
* STA 247+00
STA 247+50
STA 251+50
STA 252+50
SIDESLOPE = 6:-1 (MAX)
200:1 (MIN)

** REVERSE CROSS SLOPES (-2%) W/
5.2' MIN VFS ON DOWN STEAM SIDE
STA 252+70 TO 253+09

BRUSHY CREEK TRAIL
TYPICAL SECTION

FROM STA 233+10 TO 238+18
STA 238+88 TO 240+17
STA 241+56 TO 242+82
STA 245+63 TO 247+54
STA 251+44 TO 253+09
STA 254+84 TO END PROJECT
NTS

NOTES:
VFS - VEGETATIVE FILTER STRIP
SRB - SOIL RETENTION BLANKET
RR - ROCK RIPRAP

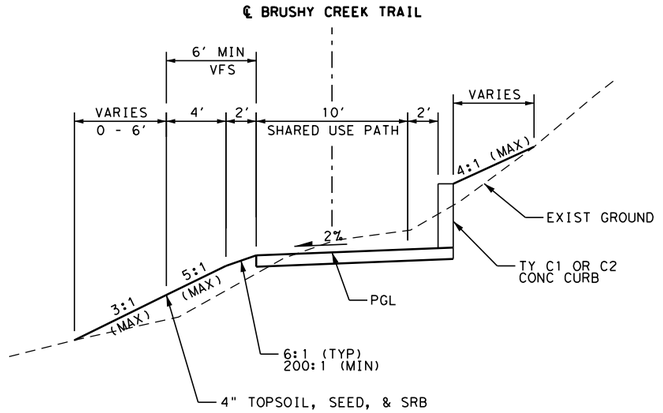


* STA 254+00
SIDESLOPE = 6:-1 (MAX)

** REVERSE CROSS SLOPES (-2%) W/
6' MIN VFS ON DOWN STEAM SIDE
STA 253+09 TO 253+60

BRUSHY CREEK TRAIL
TYPICAL SECTION

FROM STA 253+09 TO 254+84
NTS



BRUSHY CREEK TRAIL
TYPICAL SECTION

FROM STA 238+18 TO 238+88
STA 240+17 TO 241+56
STA 242+82 TO 245+63
NTS

DESIGN

STATE OF TEXAS
HEATHER McNEAL
114428
LICENSED PROFESSIONAL ENGINEER

HEATHER McNEAL, P.E. — 7/30/2018 DATE

REVIEW AND APPROVAL

STATE OF TEXAS
JAMES A. LUTZ
84722
LICENSED PROFESSIONAL ENGINEER

JAMES A. LUTZ, P.E. — 7/30/2018 DATE

PAPE-DAWSON ENGINEERS
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TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

BRUSHY CREEK TRAIL
TYPICAL SECTIONS

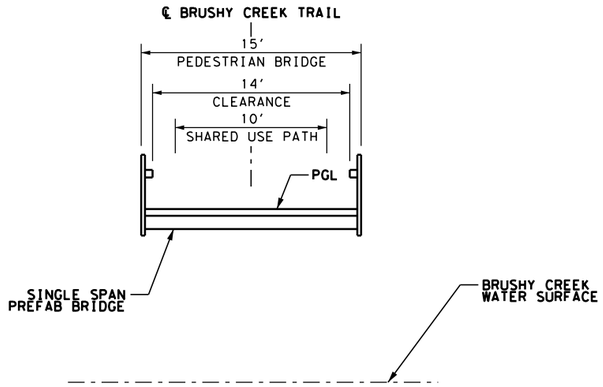
SHEET 1 OF 2

100%SUBMITTAL	PROJECT NO.: STP 1802(205)TP		DATE: 7/30/2018
DRWN.BY: EG	DSGN.BY: EG	CHKD.BY: HM	SHEET NO.: 18

Plotted on: 7/30/2018

Design Filename: H:\projects\508\67\00\design\Civil\General\5086700TYP01.dgn

Plotted on: 7/30/2018

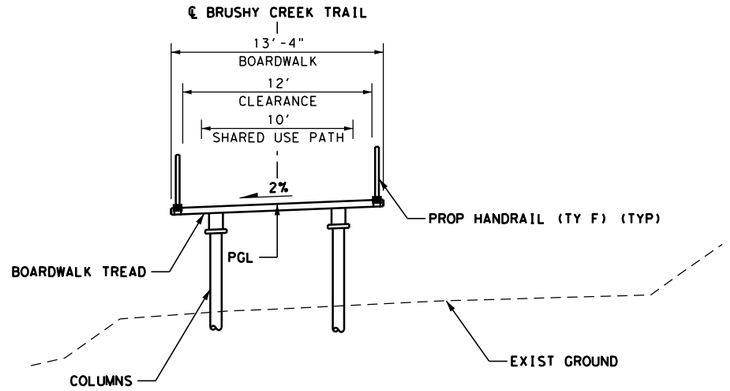


BRUSHY CREEK TRAIL
TYPICAL SECTION

FROM STA 225+10 TO STA 226+30

NTS

(SEE BRIDGE PLANS FOR DETAILED TYPICAL SECTION)



BRUSHY CREEK TRAIL
TYPICAL SECTION

FROM STA 222+00 TO STA 225+10
STA 226+30 TO STA 233+10
STA 247+54 TO STA 251+44

NTS

(SEE BOARDWALK PLANS FOR DETAILED TYPICAL SECTION)

DESIGN

STATE OF TEXAS
HEATHER McNEAL
114428
LICENSED
PROFESSIONAL ENGINEER

HEATHER McNEAL, P.E. — 7/30/2018 DATE

REVIEW AND APPROVAL

STATE OF TEXAS
JAMES A. LUTZ
84722
LICENSED
PROFESSIONAL ENGINEER

JAMES A. LUTZ, P.E. — 7/30/2018 DATE

PAPE-DAWSON ENGINEERS
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BRUSHY CREEK TRAIL
TYPICAL SECTIONS

SHEET 2 OF 2

100%SUBMITTAL	PROJECT NO.: STP 1802(205)TP		DATE: 7/30/2018
DRWN.BY: EG	DSGN.BY: EG	CHKD.BY: HM	SHEET NO.: 19

Design Filename: H:\projects\508\67.00\design\Civil\General\508670OTYP02.dgn

Plotted on: 8/3/2018

DETOURS, BARRICADES, WARNING SIGNS, SEQUENCE OF WORK, ETC.

THE CONTRACTORS ATTENTION IS DIRECTED TO THE REQUIREMENTS OF ITEM 7, "LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC", OF THE STANDARD SPECIFICATIONS. IN ADDITION TO THESE REQUIREMENTS, THE FOLLOWING PROVISIONS SHALL ALSO GOVERN ON THIS CONTRACT:

GENERAL

1. TRAFFIC MUST BE HANDLED THROUGHOUT THE PROJECT DURING CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING A SAFE AND COMFORTABLE PASSAGE FOR VEHICULAR AND PEDESTRIAN TRAFFIC WITH MINIMAL INCONVENIENCE TO THE PUBLIC, AS SHOWN IN THE PLANS OR AS DIRECTED/APPROVED BY THE ENGINEER.
2. THE CONTRACTOR MAY PROPOSE/RECOMMEND MODIFICATIONS TO THE SEQUENCE OF WORK FOR CONSIDERATION BY THE ENGINEER, ANY MAJOR RECOMMENDED MODIFICATION BY THE CONTRACTOR SHALL INCLUDE ANY CHANGES TO THE VARIOUS BID ITEMS, IMPACT TO TRAFFIC, EFFECT OF OVERALL PROJECT IN TIME AND COST, ETC. IF THIS PROPOSAL IS IMPLEMENTED, THE CONTRACTOR WILL BE RESPONSIBLE FOR DEVELOPING DETAILED PLAN SHEETS TO BE SEALED BY A LICENSED PROFESSIONAL ENGINEER FOR INCLUSION WITH THE CHANGE ORDER. THE CONTRACTOR CANNOT PROCEED WITH ANY CONSTRUCTION OPERATIONS BASED ON A REVISED PHASE/SEQUENCE UNTIL WRITTEN APPROVAL IS OBTAINED FROM THE ENGINEER. IF AT ANY TIME DURING CONSTRUCTION THE CONTRACTORS PROPOSED PLAN OF OPERATION FOR HANDLING TRAFFIC DOES NOT PROVIDE FOR SAFE AND COMFORTABLE MOVEMENT, THE CONTRACTOR WILL IMMEDIATELY CHANGE THEIR OPERATION TO CORRECT THE UNSATISFACTORY CONDITION.
3. DO NOT STORE ANY CONSTRUCTION MATERIAL OR EQUIPMENT AT ANY LOCATION THAT WILL CONSTITUTE A HAZARD AND WILL ENDANGER TRAFFIC.
4. THE CONTRACTOR WILL PROVIDE ADVANCE NOTIFICATION TO THE ENGINEER IMPENDING/UPCOMING LANE CLOSURES FOR ALL TEMPORARY AND/OR PERMANENT LANE, RAMP, CONNECTOR, FRONTAGE, SHOULDER, ETC. CLOSURES OR DETOURS. SEE GENERAL NOTES FOR NOTIFICATION REQUIREMENTS.
5. ACCESS TO ADJOINING PROPERTY MUST BE MAINTAINED AT ALL TIMES.
6. TEMPORARY DRAINAGE IS THE RESPONSIBILITY OF THE CONTRACTOR.
7. REMOVAL AND DISPOSAL OF EXISTING ABANDONED UTILITIES (EITHER PREVIOUSLY ABANDONED OR ABANDONED DURING THIS PROJECT) REQUIRED TO SUPPORT THIS PROJECT'S CONSTRUCTION SHALL BE PERFORMED UNDER THE OVERALL PREPARE RIGHT-OF-WAY ITEM (ITEM 100).
8. COORDINATE WITH ADJACENT PROJECTS.
9. COVER PERMANENT SIGNS IF NOT USED. THIS IS SUBSIDIARY TO ITEM 502.
10. EXCAVATION WITHIN 5 FEET OF AN EXISTING ELECTRIC ENERGY POLE WILL REQUIRE POLE BRACING.

SEQUENCE OF WORK

1. THIS PROJECT WILL BE CONSTRUCTED IN 2 PHASES. BEFORE THE COMMENCEMENT OF EACH PHASE, INSTALL ADVANCE WARNING SIGNS, TEMPORARY SIGNS AND BARRICADES AS SHOWN ON THE PLANS AND/OR AS DIRECTED/APPROVED BY THE ENGINEER.
2. PREPARING ROW/REMOVAL OF EXISTING ITEMS TO BE DONE ONLY IN AREAS WHERE WORK IS OCCURING, AS PER THE PHASES NOTED BELOW.
3. A BRIEF DESCRIPTION OF THESE PHASES ARE AS FOLLOWS:

<u>PHASE I CONSTRUCTION</u>:

CLEARING AND TESTING.

PHASE I:

1. PLACE PROJECT BARRICADES AND CONSTRUCTION FENCE AND INSTALL ADVANCE WARNING SIGNS. INSTALL TEMPORARY EROSION CONTROL MEASURES.
2. CLEAR PROJECT LIMITS AS INDICATED IN THE PLANS.
3. ONCE PROJECT IS CLEAR AND ACCESSIBLE, THE COUNTY WILL PROVIDE A GEOTECHNICAL ENGINEER TO COLLECT AND ANALYZE TEST HOLES AT THE ABUTMENTS, DRILL SHAFTS, AND RETAINING WALL LOCATIONS.
4. COMPLETE ALL PHASE I PRIOR TO STARTING ANY DRILL SHAFT WORK, UNLESS OTHERWISE ALLOWED BY THE ENGINEER.

<u>PHASE II CONSTRUCTION</u>:

CONSTRUCT PEDESTRIAN BRIDGE, BOARDWALK, AND SHARED USE PATH.

PHASE II:

1. INSTALL TEMPORARY EROSION CONTROL MEASURES.
2. CONSTRUCT BRIDGE ABUTMENTS, ASSEMBLE AND PLACE PEDESTRIAN BRIDGE PER PLANS.
3. CONSTRUCT DRILL SHAFTS AND ASSEMBLE BOARDWALK PER PLANS.
4. IF VOIDS ARE ENCOUNTERED DURING CONSTRUCTION, ALL WORK SHALL STOP UP TO 25 FEET FROM THE VOID SITE AND THE PROFESSIONAL GEOLOGIST (PG) SHALL PERFORM AN INITIAL GEOLOGIC ASSESSMENT. THE BUFFER DISTANCE MAY BE GREATER IF THE PG OR KARST BIOLOGIST DEEMS APPROPRIATE.
5. ONCE MAJOR CONSTRUCTION EQUIPMENT TRACKING IS CLEARING OF GROUND LEVEL PATH, PREPARE SUBGRADE FOR SHARED USE PATH AND INSTALL SIDEWALK PER PLANS.
6. PLACE TOPSOIL, SEEDING, AND SOIL RETENTION BLANKETS AND WATER PER PLANS.
7. COMPLETE FINAL CLEAN UP.

SAFETY

1. THE CONTRACTOR WILL PROVIDE, CONSTRUCT AND MAINTAIN BARRICADES AND SIGNS IN ACCORDANCE WITH STATE STANDARDS BC (1-12)-14. ANY SIGNS REQUIRED THAT ARE NOT DETAILED IN THE STANDARD SHEETS SHALL BE IN CONFORMANCE WITH THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS" AND THE "STANDARD HIGHWAY SIGN DESIGNS FOR TEXAS."
2. BARRICADES AND WARNING SIGNS SHALL BE PLACED AS INDICATED ON THE PLANS. THIS SHALL BE CONSIDERED THE MINIMUM REQUIRED TO PROVIDE FOR THE SAFETY OF TRAFFIC DURING CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN OTHER SUCH BARRICADES AND SIGNS DEEMED NECESSARY BY THE ENGINEER OR AS DIRECTED BY FIELD CONDITIONS.
3. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN FLAGGERS AS DIRECTED/APPROVED BY THE ENGINEER, AT SUCH POINTS, AND FOR SUCH PERIODS OF TIME AS MAY BE REQUIRED, TO PROVIDE FOR THE SAFETY OF THE TRAVELING PUBLIC AND THE CONTRACTORS PERSONNEL.
4. THE CONTRACTOR SHALL KEEP THE ROADWAY CLEAN AND FREE OF DIRT OR OTHER MATERIALS DURING HAULING OPERATIONS. IF THE CONTRACTOR DOES NOT MAINTAIN A CLEAN ROADWAY, THEY SHALL CEASE ALL CONSTRUCTION OPERATIONS, WHEN DIRECTED BY THE ENGINEER, TO CLEAN THE ROADWAY TO THE SATISFACTION OF THE ENGINEER.

HAULING EQUIPMENT

1. THE USE OF RUBBER-TIRED EQUIPMENT WILL BE REQUIRED FOR MOVING DIRT OR OTHER MATERIALS ALONG OR ACROSS PAVEMENTED SURFACES. WHERE THE CONTRACTOR DESIRES TO MOVE ANY EQUIPMENT NOT LICENSED FOR OPERATION ON PUBLIC HIGHWAYS, ON OR ACROSS PAVEMENT, THEY SHALL PROTECT THE PAVEMENT FROM DAMAGE AS DIRECTED/APPROVED BY THE ENGINEER.
2. THROUGHOUT CONSTRUCTION OPERATIONS, THE CONTRACTOR WILL BE REQUIRED TO CONDUCT THEIR HAULING OPERATIONS IN A MANNER SUCH THAT VEHICLES WILL NOT HAUL OVER PREVIOUSLY RECOMPACTED SUBGRADE OR COMPACTED BASE MATERIAL, EXCEPT IN SHORT SECTIONS FOR DUMPING MANIPULATIONS.

FINAL CLEAN UP

UPON COMPLETION OF THE WORK AND BEFORE FINAL ACCEPTANCE AND FINAL PAYMENT IS MADE, THE CONTRACTOR SHALL CLEAR AND REMOVE FROM THE SITE ALL SURPLUS AND DISCARDED MATERIALS AND DEBRIS OF EVERY KIND AND LEAVE THE ENTIRE PROJECT IN A SMOOTH, NEAT AND SIGHTLY CONDITION.

PAYMENT

ALL BARRICADES, SIGNS, AND FLAGGERS SHALL BE SUBSIDIARY TO ITEM 502 BARRICADES, SIGNS AND TRAFFIC HANDLING. ALL EROSION AND SEDIMENT CONTROL DEVICES WILL BE PAID FOR UNDER ITEM 506 TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS. ALL OTHER WORK AND MATERIALS SHALL BE SUBSIDIARY TO THE VARIOUS BID ITEMS UNLESS OTHERWISE INDICATED IN THE PLANS.

DESIGN

STATE OF TEXAS · HEATHER McNEAL · 114428 · LICENSED PROFESSIONAL ENGINEER

HEATHER McNEAL, P.E. — 8/3/2018 DATE

REVIEW AND APPROVAL

STATE OF TEXAS · JAMES A. LUTZ · 84722 · LICENSED PROFESSIONAL ENGINEER

JAMES A. LUTZ, P.E. — 8/3/2018 DATE

PAPE-DAWSON ENGINEERS
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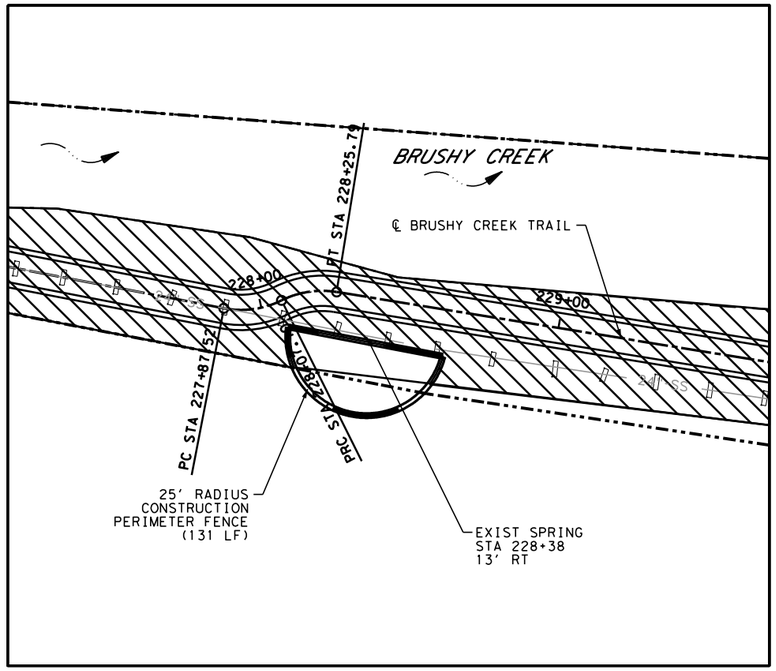
TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

BRUSHY CREEK TRAIL
TCP NARRATIVE

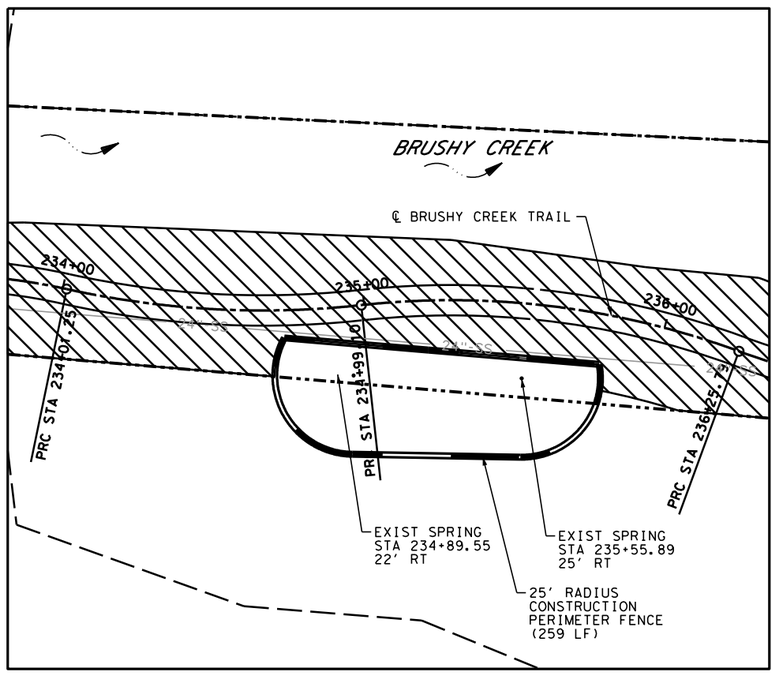
100%SUBMITTAL	PROJECT NO.: STP 1802(205)TP		DATE: 8/3/2018
DRWN.BY: EG	DSGN.BY: EG	CHKD.BY: HM	SHEET NO.: 20

Design Filename: H:\projects\508\67\00\design\Civil\TCP\5086700_TCPNAR.dgn

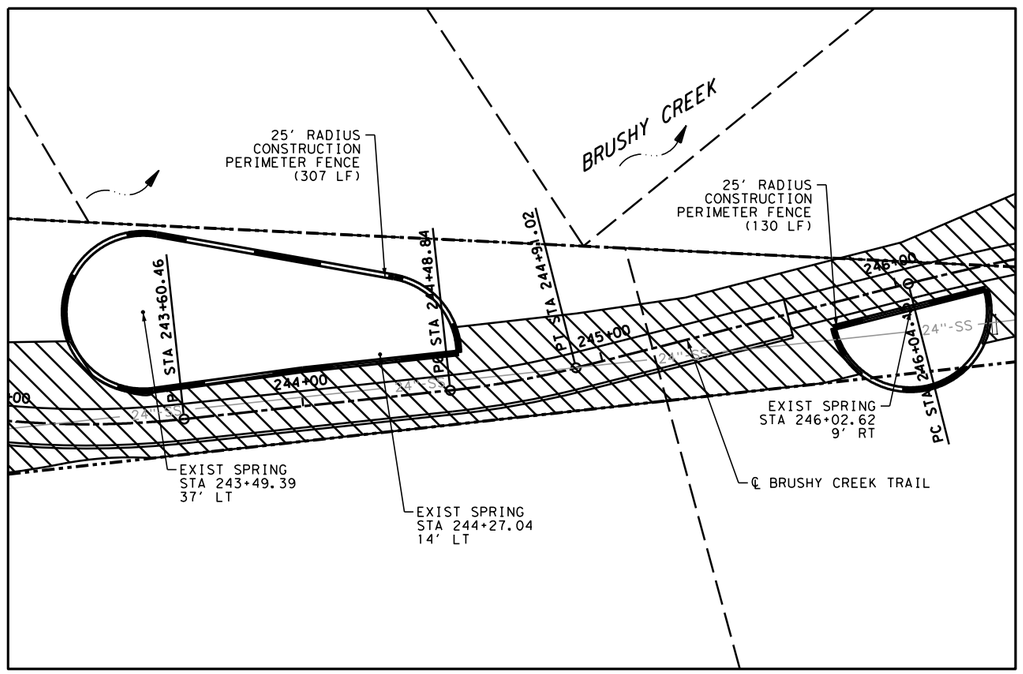
ITEM	DESCRIPTION	UNIT	QTY
0502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	7
0506-6034	CONSTRUCTION PERIMETER FENCE	LF	827



TRAFFIC CONTROL PLAN
STA 227+15 TO 229+70



TRAFFIC CONTROL PLAN
STA 233+82 TO 236+36



TRAFFIC CONTROL PLAN
STA 243+02 TO STA 246+40

TCP LEGEND

- CONSTR. PERIMETER FENCE
- TY 3 BARRICADE
- WORK ZONE AREA
- CREEK FLOW DIRECTION
- PROPERTY LINE
- LIMITS OF CONSTRUCTION

DESIGN

STATE OF TEXAS — HEATHER McNEAL — 114428 — LICENSED PROFESSIONAL ENGINEER

HEATHER McNEAL, P.E. — 8/3/2018 DATE

REVIEW AND APPROVAL

STATE OF TEXAS — JAMES A. LUTZ — 84722 — LICENSED PROFESSIONAL ENGINEER

JAMES A. LUTZ, P.E. — 8/3/2018 DATE

SCALE: 1"= 50'

PAPE-DAWSON ENGINEERS
AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS
7800 SHOAL CREEK BLVD, STE 220 W I AUSTIN, TX 78757 I 512.454.8711
TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

BRUSHY CREEK TRAIL
TRAFFIC CONTROL PLAN

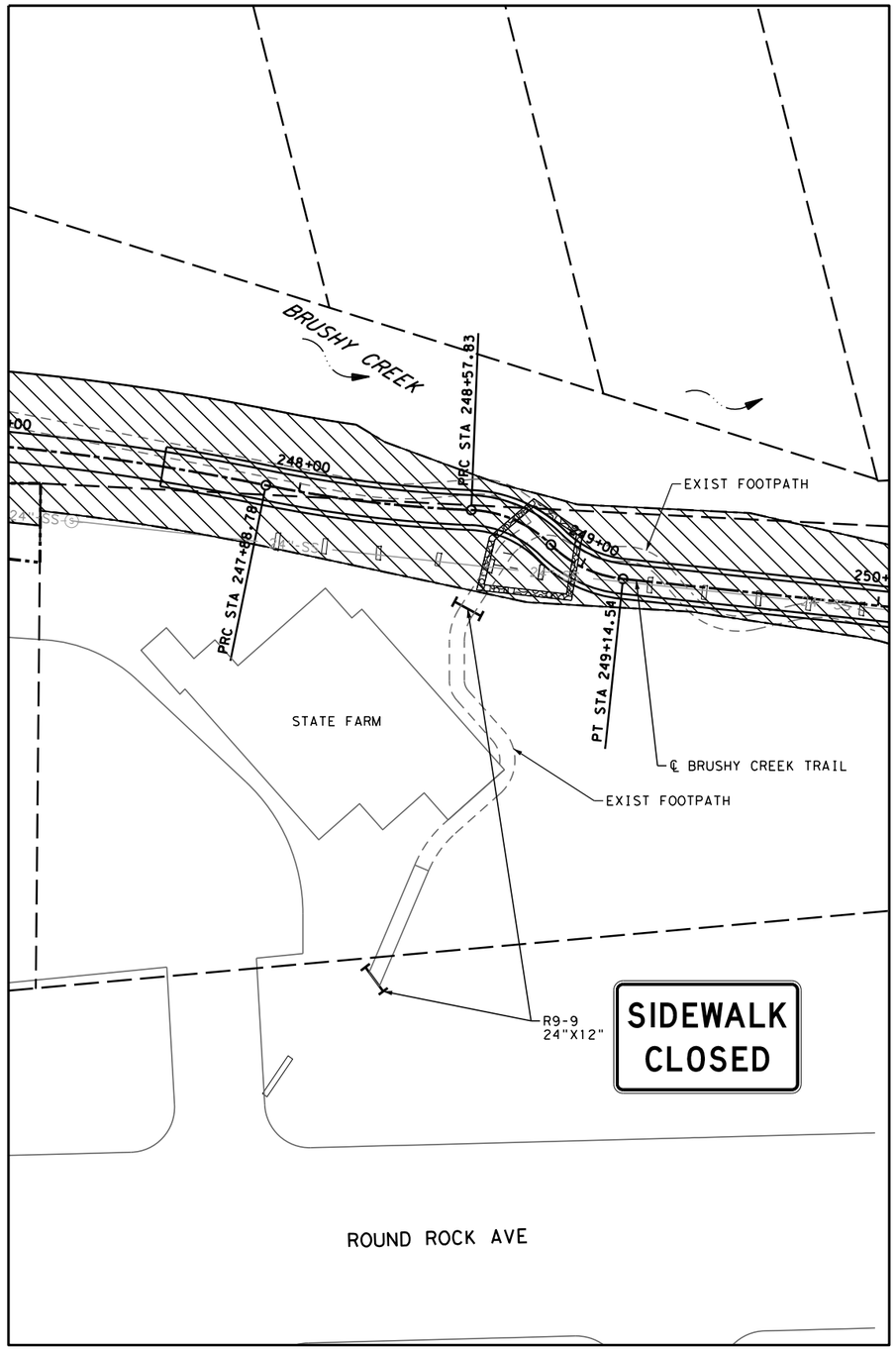
SHEET 1 OF 2

100%SUBMITTAL	PROJECT NO.: STP 1802(205)TP		DATE: 8/3/2018
DRWN.BY: EG	DSGN.BY: EG	CHKD.BY: HM	SHEET NO.: 21

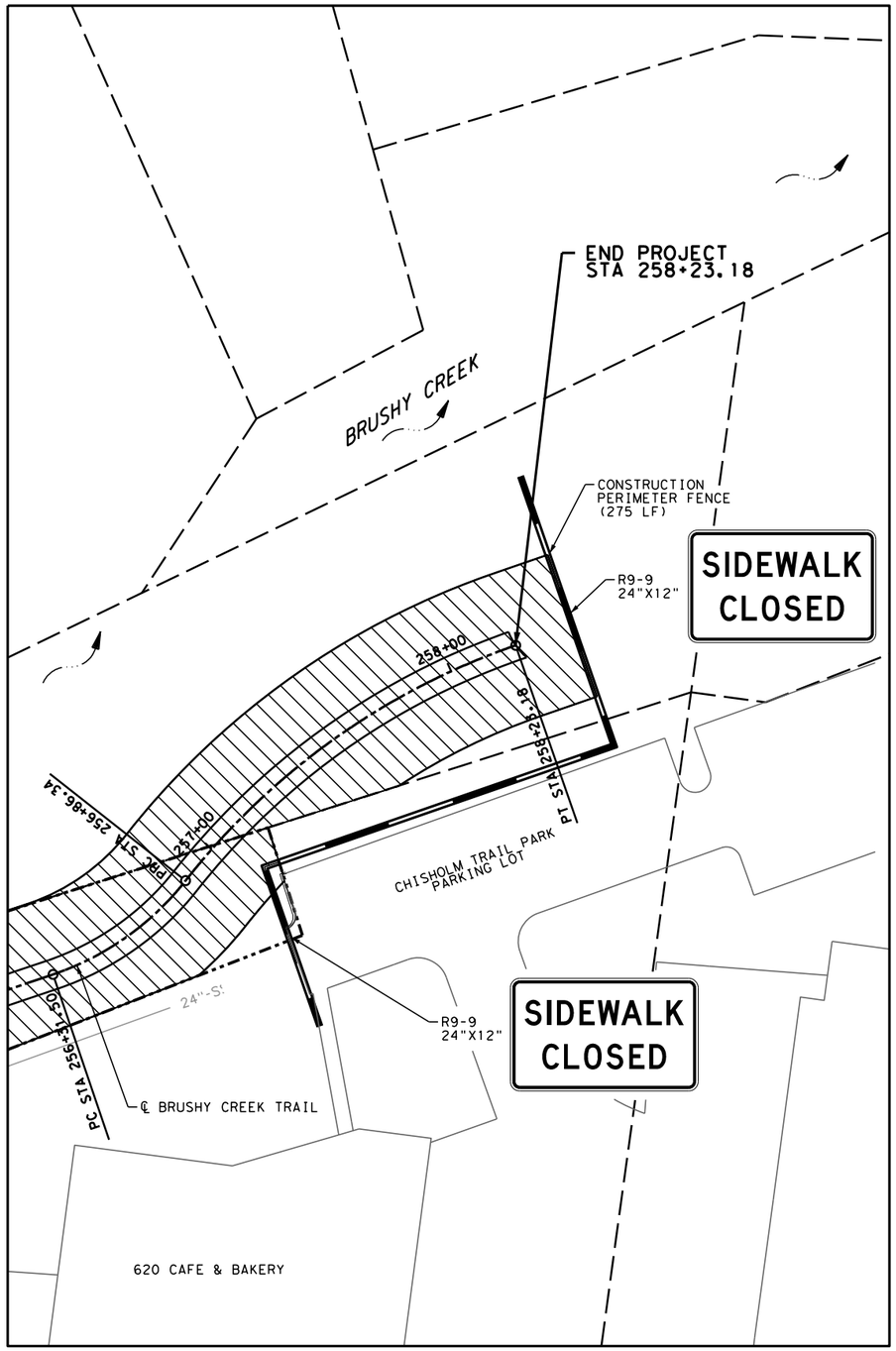
Plotted on: 8/3/2018

Design Filename: H:\projects\508\67\00\design\Civil\TCP\5086700_TCP01.dgn

ITEM	DESCRIPTION	UNIT	QTY
0506-6034	CONSTRUCTION PERIMETER FENCE	LF	275



TRAFFIC CONTROL PLAN
STA 247+02 TO 250+04



TRAFFIC CONTROL PLAN
STA 256+17 TO END PROJECT

N

TCP LEGEND

- CONSTR. PERIMETER FENCE
- TY 3 BARRICADE
- WORK ZONE AREA
- CREEK FLOW DIRECTION
- PROPERTY LINE
- LIMITS OF CONSTRUCTION

DESIGN

STATE OF TEXAS · HEATHER McNEAL · 114428 · LICENSED PROFESSIONAL ENGINEER

HEATHER McNEAL, P.E. — 7/30/2018 DATE

REVIEW AND APPROVAL

STATE OF TEXAS · JAMES A. LUTZ · 84722 · LICENSED PROFESSIONAL ENGINEER

JAMES A. LUTZ, P.E. — 7/30/2018 DATE

SCALE: 1"= 50'

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TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

BRUSHY CREEK TRAIL
TRAFFIC CONTROL PLAN

SHEET 2 OF 2

100%SUBMITTAL	PROJECT NO.: STP 1802(205)TP		DATE: 7/30/2018
DRWN.BY: EG	DSGN.BY: EG	CHKD.BY: HM	SHEET NO.: 22

Plotted on: 7/30/2018

Design Filename: H:\projects\508\67\00\design\Civil\TCP\5086700_TCP02.dgn

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BARRICADE AND CONSTRUCTION (BC) STANDARD SHEETS GENERAL NOTES:

1. The Barricade and Construction Standard Sheets (BC sheets) are intended to show typical examples for placement of temporary traffic control devices, construction pavement markings, and typical work zone signs. The information contained in these sheets meet or exceed the requirements shown in the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).

2. The development and design of the Traffic Control Plan (TCP)is the responsibility of the Engineer.

3. The Contractor may propose changes to the TCP that are signed and sealed by a licensed professional engineer for approval. The Engineer may develop, sign and seal Contractor proposed changes.

4. The Contractor is responsible for installing and maintaining the traffic control devices as shown in the plans. The Contractor may not move or change the approximate location of any device without the approval of the Engineer.

5. Geometric design of lane shifts and detours should, when possible, meet the applicable design criteria contained in manuals such as the American Association of State Highway and Transportation Officials (AASHTO), "A Policy on Geometric Design of Highways and Streets," the TxDOT "Roadway Design Manual" or engineering judgment.

6. When projects abut, the Engineer(s) may omit the END ROAD WORK, TRAFFIC FINES DOUBLE, and other advance warning signs if the signing would be redundant and the work areas appear continuous to the motorists. If the adjacent project is completed first, the Contractor shall erect the necessary warning signs as shown on these sheets, the TCP sheets or as directed by the Engineer. The BEGIN ROAD WORK NEXT X MILES sign shall be revised to show appropriate work zone distance.

7. The Engineer may require duplicate warning signs on the median side of divided highways where median width will permit and traffic volumes justify the signing.

8. All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas," latest edition. Sign details not shown in this manual shall be shown in the plans or the Engineer shall provide a detail to the Contractor before the sign is manufactured.

9. The temporary traffic control devices shown in the illustrations of the BC sheets are examples. As necessary, the Engineer will determine the most appropriate traffic control devices to be used.

10. As shown on BC(2), the OBEY WARNING SIGNS STATE LAW sign, STAY ALERT TALK OR TEXT LATER (see Sign Detail G20-10T) and the WORK ZONE TRAFFIC FINES DOUBLE sign with plaque shall be erected in advance of the CSJ limits. However, the TRAFFIC FINES DOUBLE sign will not be required on projects consisting solely of mobile operation work, such as striping or milling edgeline rumble strips. The BEGIN ROAD WORK NEXT X MILES, CONTRACTOR and END ROAD WORK signs shall be erected at or near the CSJ limits.

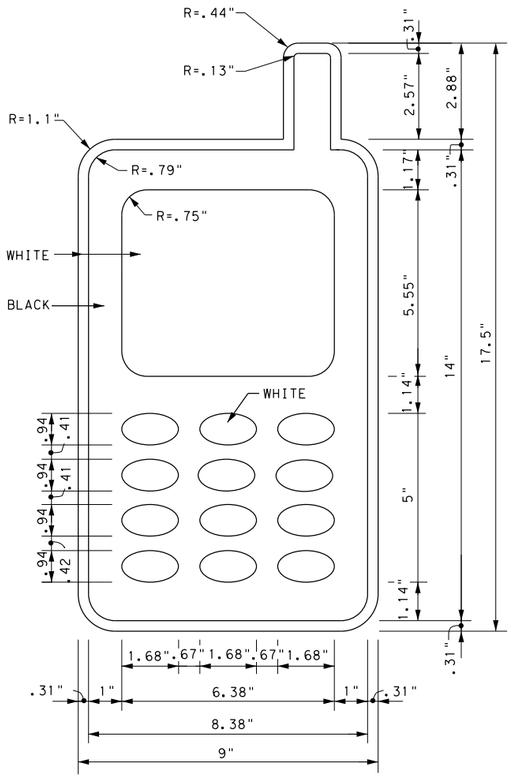
11. Except for devices required by Note 10, traffic control devices should be in place only while work is actually in progress or a definite need exists.

12. The Engineer has the final decision on the location of all traffic control devices.

13. Inactive equipment and work vehicles, including workers' private vehicles must be parked away from travel lanes. They should be as close to the right-of-way line as possible, or located behind a barrier or guardrail, or as approved by the Engineer.

WORKER SAFETY APPAREL NOTES:

1. Workers on foot who are exposed to traffic or to construction equipment within the right-of-way shall wear high-visibility safety apparel meeting the requirements of ISEA "American National Standard for High-Visibility Apparel," or equivalent revisions, and labeled as ANSI 107-2004 standard performance for Class 2 or 3 risk exposure. Class 3 garments should be considered for high traffic volume work areas or night time work.



3.0" Radius, 1.25" Border, 0.75" Indent, Black on Yellow;
[STAY ALERT] Font: D
3.0" Radius, 1.25" Border, 0.75" Indent, Black on Orange;
[TALK OR TEXT LATER] Font: C specified length;

SIGN DETAIL (G20-10T)

Only pre-qualified products shall be used. The "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources and may be found on-line at the web address given below or by contacting:

Texas Department of Transportation
Traffic Operations Division - TE
Phone (512) 416-3118

THE DOCUMENTS BELOW CAN BE FOUND ON-LINE AT http://www.txdot.gov
COMPLIANT WORK ZONE TRAFFIC CONTROL DEVICES LIST (CWZTCD)
DEPARTMENTAL MATERIAL SPECIFICATIONS (DMS)
MATERIAL PRODUCER LIST (MPL)
ROADWAY DESIGN MANUAL - SEE "MANUALS (ONLINE MANUALS)"
STANDARD HIGHWAY SIGN DESIGNS FOR TEXAS (SHSD)
TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD)
TRAFFIC ENGINEERING STANDARD SHEETS

Texas Department of Transportation | Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION GENERAL NOTES AND REQUIREMENTS

BC(1)-14

FILE: bc-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS	0914	05	191	NA
4-03 5-10 8-14	DIST	COUNTY		SHEET NO.
9-07 7-13	AUS	WILLIAMSON		23

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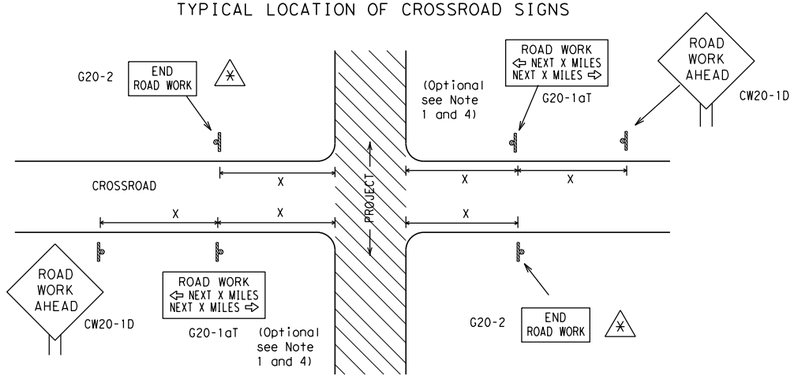
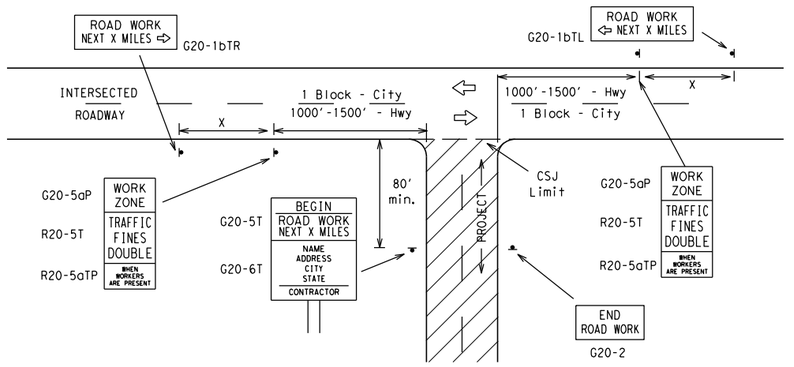
TYPICAL LOCATION OF CROSSROAD SIGNS



⚹ May be mounted on back of "ROAD WORK AHEAD"(CW20-1D) sign with approval of Engineer. (See note 2 below)

1. The typical minimum signing on a crossroad approach should be a "ROAD WORK AHEAD" (CW20-1D)sign and a (G20-2) "END ROAD WORK" sign, unless noted otherwise in plans.
2. The Engineer may use the reduced size 36" x 36" ROAD WORK AHEAD (CW20-1D) sign mounted back to back with the reduced size 36" x 18" "END ROAD WORK"(G20-2) sign on low volume crossroads (see Note 4 under "Typical Construction Warning Sign Size and Spacing"). See the "Standard Highway Sign Designs for Texas" manual for sign details. The Engineer may omit the advance warning signs on low volume crossroads. The Engineer will determine whether a road is low volume. This information shall be shown in the plans.
3. Based on existing field conditions, the Engineer/Inspector may require additional signs such as FLAGGER AHEAD, LOOSE GRAVEL, or other appropriate signs. When additional signs are required, these signs will be considered part of the minimum requirements. The Engineer/Inspector will determine the proper location and spacing of any sign not shown on the BC sheets, Traffic Control Plan sheets or the Work Zone Standard Sheets.
4. The "ROAD WORK NEXT X MILES"(G20-1aT)sign shall be required at high volume crossroads to advise motorists of the length of construction in either direction from the intersection. The Engineer will determine whether a roadway is considered high volume.
5. Additional traffic control devices may be shown elsewhere in the plans for higher volume crossroads.
6. When work occurs in the intersection area, appropriate traffic control devices, as shown elsewhere in the plans or as determined by the Engineer/Inspector, shall be in place.

T-INTERSECTION



CSJ LIMITS AT T-INTERSECTION

1. The Engineer will determine the types and location of any additional traffic control devices, such as a flagger and accompanying signs, or other signs, that should be used when work is being performed at or near an intersection.
2. If construction closes the road at a T-intersection the Contractor shall place the "CONTRACTOR NAME"(G20-6T) sign behind the Type 3 Barricades for the road closure (see BC(10) also). The "ROAD WORK NEXT X MILES" left arrow(G20-1bTL) and "ROAD WORK NEXT X MILES" right arrow (G20-1bTR)" signs shall be replaced by the detour signing called for in the plans.

TYPICAL CONSTRUCTION WARNING SIGN SIZE AND SPACING[1,5,6]

SIZE			SPACING	
Sign Number or Series	Conventional Road	Expressway/ Freeway	Posted Speed	Sign Spacing "X" △
			MPH	Feet (Apprx.)
CW20[4] CW21 CW22 CW23 CW25	48" x 48"	48" x 48"	30	120
			35	160
			40	240
			45	320
CW1, CW2, CW7, CW8, CW9, CW11, CW14	36" x 36"	48" x 48"	50	400
			55	500[2]
			60	600[2]
CW3, CW4, CW5, CW6, CW8-3, CW10, CW12	48" x 48"	48" x 48"	65	700[2]
			70	800[2]
			75	900[2]
			80	1000[2]
			⚹	⚹ [3]

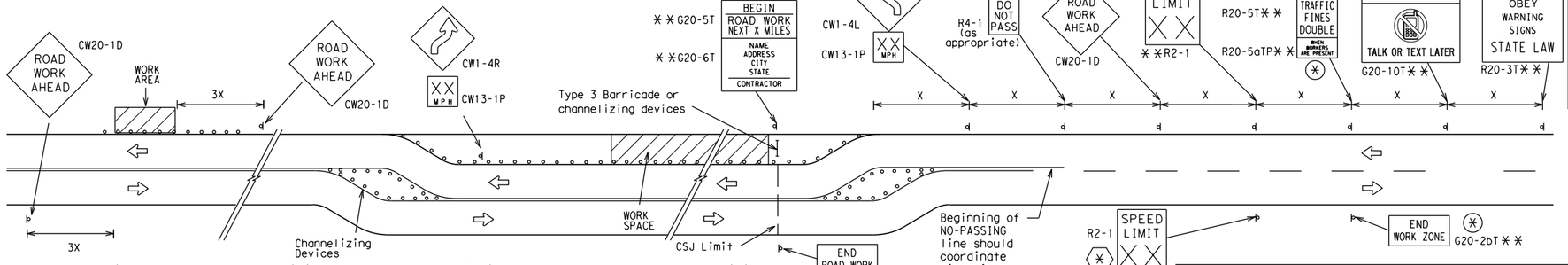
⚹ For typical sign spacings on divided highways, expressways and freeways, see Part 6 of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) typical application diagrams or TCP Standard Sheets.

△ Minimum distance from work area to first Advance Warning sign nearest the work area and/or distance between each additional sign.

GENERAL NOTES

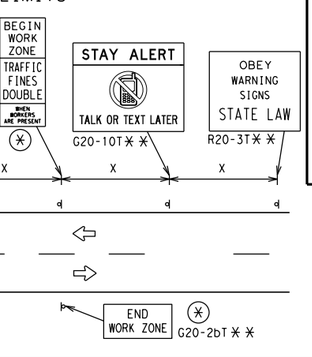
1. Special or larger size signs may be used as necessary.
2. Distance between signs should be increased as required to have 1500 feet advance warning.
3. Distance between signs should be increased as required to have 1/2 mile or more advance warning.
4. 36" x 36" "ROAD WORK AHEAD" (CW20-1D)signs may be used on low volume crossroads at the discretion of the Engineer. See Note 2 under "Typical Location of Crossroad Signs".
5. Only diamond shaped warning sign sizes are indicated.
6. See sign size listing in "TMUTCD", Sign Appendix or the "Standard Highway Sign Designs for Texas" manual for complete list of available sign design sizes.

WORK AREAS IN MULTIPLE LOCATIONS WITHIN CSJ LIMITS

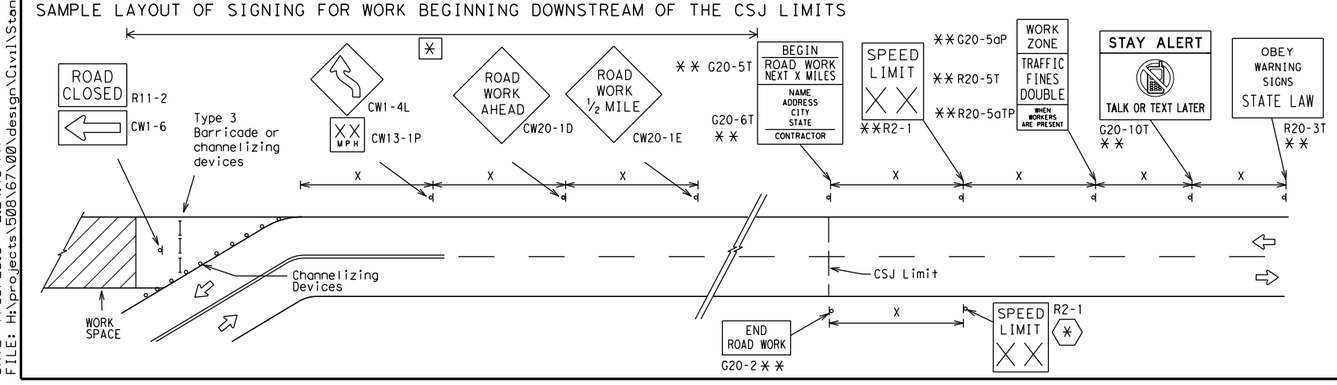


When extended distances occur between minimal work spaces, the Engineer/Inspector should ensure additional "ROAD WORK AHEAD"(CW20-1D)signs are placed in advance of these work areas to remind drivers they are still within the project limits. See the applicable TCP sheets for exact location and spacing of signs and channelizing devices.

SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING AT THE CSJ LIMITS



SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING DOWNSTREAM OF THE CSJ LIMITS



NOTES

The Contractor shall determine the appropriate distance to be placed on the G20-1 series signs and "BEGIN ROAD WORK NEXT X MILES"(G20-5T)sign for each specific project. This distance shall replace the "X" and shall be rounded to the nearest whole mile with the approval of the Engineer. No decimals shall be used.

(⚹) The "BEGIN WORK ZONE"(G20-9TP) and "END WORK ZONE" (G20-2bT) shall be used as shown on the sample layout when advance signs are required outside the CSJ Limits. They inform the motorist of entering or leaving a part of the work zone lying outside the CSJ Limits where traffic fines may double if workers are present.

⚹⚹ Required CSJ Limit signing. See Note 10 on BC(1). TRAFFIC FINES DOUBLE signs will not be required on projects consisting solely of mobile operations work.

[⚹] Area for placement of "ROAD WORK AHEAD" (CW20-1D)sign and other signs or devices as called for on the Traffic Control Plan.

(⚹) Contractor will install a regulatory speed limit sign at the end of the work zone.

LEGEND	
⊢⊣	Type 3 Barricade
○ ○ ○	Channelizing Devices
▬	Sign
X	See Typical Construction Warning Sign Size and Spacing chart or the TMUTCD for sign spacing requirements.

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PROJECT LIMIT

BC(2)-14

FILE: bc-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS	0914	05	191	NA
9-07 8-14	DIST	COUNTY		SHEET NO.
7-13	AUS	WILLIAMSON		24

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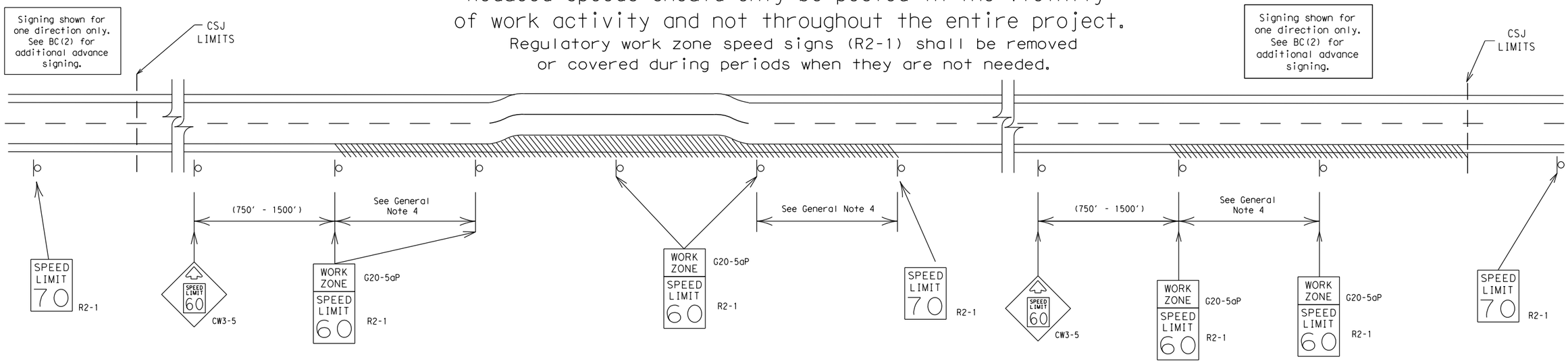
TYPICAL APPLICATION OF WORK ZONE SPEED LIMIT SIGNS

Work zone speed limits shall be regulatory, established in accordance with the "Procedures for Establishing Speed Zones," and approved by the Texas Transportation Commission, or by City Ordinance when within Incorporated City Limits.

Reduced speeds should only be posted in the vicinity of work activity and not throughout the entire project.

Regulatory work zone speed signs (R2-1) shall be removed or covered during periods when they are not needed.



GUIDANCE FOR USE:

LONG/INTERMEDIATE TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit should be included on the design of the traffic control plans when restricted geometrics with a lower design speed are present in the work zone and modification of the geometrics to a higher design speed is not feasible.

Long/Intermediate Term Work Zone Speed Limit signs, when approved as described above, should be posted and visible to the motorist when work activity is present. Work activity may also be defined as a change in the roadway that requires a reduced speed for motorists to safely negotiate the work area, including:

a) rough road or damaged pavement surface
b) substantial alteration of roadway geometrics (diversions)
c) construction detours
d) grade
e) width
f) other conditions readily apparent to the driver

As long as any of these conditions exist, the work zone speed limit signs should remain in place.

SHORT TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit may be included on the design of the traffic control plans when workers or equipment are not behind concrete barrier, when work activity is within 10 feet of the traveled way or actually in the travelled way.

Short Term Work Zone Speed Limit signs should be posted and visible to the motorists only when work activity is present. When work activity is not present, signs shall be removed or covered.
(See Removing or Covering on BC(4)).

GENERAL NOTES

1. Regulatory work zone speed limits should be used only for sections of construction projects where speed control is of major importance.
2. Regulatory work zone speed limit signs shall be placed on supports at a 7 foot minimum mounting height.
3. Speed zone signs are illustrated for one direction of travel and are normally posted for each direction of travel.
4. Frequency of work zone speed limit signs should be:
   40 mph and greater 0.2 to 2 miles
   35 mph and less 0.2 to 1 mile
5. Regulatory speed limit signs shall have black legend and border on a white reflective background (See "Reflective Sheeting" on BC(4)).
6. Fabrication, erection and maintenance of the"ADVANCE SPEED LIMIT"(CW3-5)sign, "WORK ZONE"(G20-5aP) plaque and the "SPEED LIMIT"(R2-1)signs shall not be paid for directly, but shall be considered subsidiary to Item 502.
7. Turning signs from view, laying signs over or down will not be allowed, unless as otherwise noted under "REMOVING OR COVERING" on BC(4).
8. Techniques that may help reduce traffic speeds include but are not limited to:
   A. Law enforcement.
   B. Flagger stationed next to sign.
   C. Portable changeable message sign (PCMS).
   D. Low-power (drone) radar transmitter.
   E. Speed monitor trailers or signs.
9. Speeds shown on details above are for illustration only. Work Zone Speed Limits should only be posted as approved for each project.
10. For more specific guidance concerning the type of work, work zone conditions and factors impacting allowable regulatory construction speed zone reduction see TxDOT form #1204 in the TxDOT e-form system.

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Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION WORK ZONE SPEED LIMIT

BC(3)-14

FILE: bc-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
© TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS 9-07 8-14 7-13	0914	05	191	NA
	DIST	COUNTY		SHEET NO.
	AUS	WILLIAMSON		25

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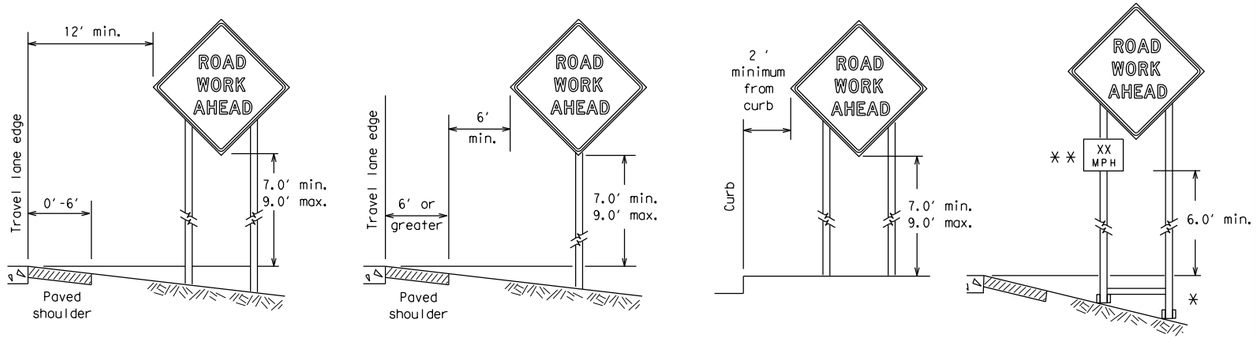
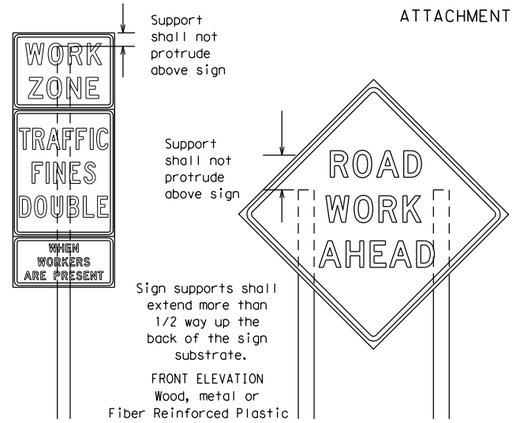
TYPICAL MINIMUM CLEARANCES FOR LONG TERM AND INTERMEDIATE TERM SIGNS

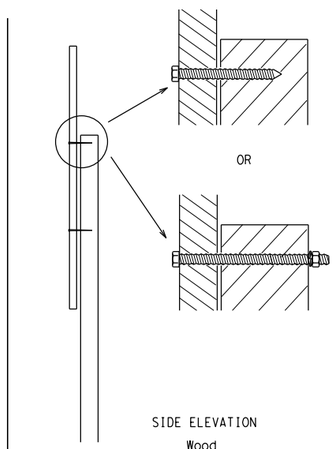


⁎ When placing skid supports on unlevel ground, the leg post lengths must be adjusted so the sign appears straight and plumb. Objects shall NOT be placed under skids as a means of leveling.

⁎⁎ When plaques are placed on dual-leg supports, they should be attached to the upright nearest the travel lane. Supplemental plaques (advisory or distance) should not cover the surface of the parent sign.

ATTACHMENT FOR SIGN SUPPORTS





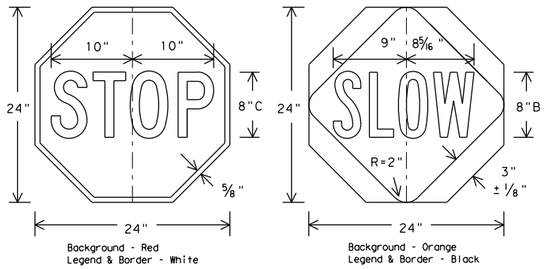
Attachment to wooden supports will be by bolts and nuts or screws. Use TxDOT's or manufacturer's recommended procedures for attaching sign substrates to other types of sign supports

Nails shall NOT be allowed. Each sign shall be attached directly to the sign support. Multiple signs shall not be joined or spliced by any means. Wood supports shall not be extended or repaired by splicing or other means.

Splicing embedded perforated square metal tubing in order to extend post height will only be allowed when the splice is made using four bolts, two above and two below the spice point. Splice must be located entirely behind the sign substrate, not near the base of the support. Splice insert lengths should be at least 5 times nominal post size, centered on the splice and of at least the same gauge material.

STOP/SLOW PADDLES

1. STOP/SLOW paddles are the primary method to control traffic by flaggers. The STOP/SLOW paddle size should be 24" x 24" as detailed below.
2. When used at night, the STOP/SLOW paddle shall be retroreflectorized.
3. STOP/SLOW paddles may be attached to a staff with a minimum length of 6′ to the bottom of the sign.
4. Any lights incorporated into the STOP or SLOW paddle faces shall only be as specifically described in Section 6E.03 Hand Signaling Devices in the TMUTCD.



CONTRACTOR REQUIREMENTS FOR MAINTAINING PERMANENT SIGNS WITHIN THE PROJECT LIMITS

1. Permanent signs are used to give notice of traffic laws or regulations, call attention to conditions that are potentially hazardous to traffic operations, show route designations, destinations, directions, distances, services, points of interest, and other geographical, recreational, or cultural information. Drivers proceeding through a work zone need the same, if not better route guidance as normally installed on a roadway without construction.
2. When permanent regulatory or warning signs conflict with work zone conditions, remove or cover the permanent signs until the permanent sign message matches the roadway condition.
3. When existing permanent signs are moved and relocated due to construction purposes, they shall be visible to motorists at all times.
4. If existing signs are to be relocated on their original supports, they shall be installed on crashworthy bases as shown on the SMD Standard sheets. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards. This work should be paid for under the appropriate pay item for relocating existing signs.
5. If permanent signs are to be removed and relocated using temporary supports, the Contractor shall use crashworthy supports as shown on the BC sheets or the CWZTCD. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards during construction. This work should be paid for under the appropriate pay item for relocating existing signs.
6. Any sign or traffic control device that is struck or damaged by the Contractor or his/her construction equipment shall be replaced as soon as possible by the Contractor to ensure proper guidance for the motorists. This will be subsidiary to Item 502.

GENERAL NOTES FOR WORK ZONE SIGNS

1. Contractor shall install and maintain signs in a straight and plumb condition and/or as directed by the Engineer.
2. Wooden sign posts shall be painted white.
3. Barricades shall NOT be used as sign supports.
4. All signs shall be installed in accordance with the plans or as directed by the Engineer. Signs shall be used to regulate, warn, and guide the traveling public safely through the work zone.
5. The Contractor may furnish either the sign design shown in the plans or in the "Standard Highway Sign Designs for Texas" (SHSD). The Engineer/Inspector may require the Contractor to furnish other work zone signs that are shown in the TMUTCD but may have been omitted from the plans. Any variation in the plans shall be documented by written agreement between the Engineer and the Contractor's Responsible Person. All changes must be documented in writing before being implemented. This can include documenting the changes in the Inspector's TxDOT diary and having both the Inspector and Contractor initial and date the agreed upon changes.
6. The Contractor shall furnish sign supports listed in the "Compliant Work Zone Traffic Control Device List" (CWZTCD). The Contractor shall install the sign support in accordance with the manufacturer's recommendations. If there is a question regarding installation procedures, the Contractor shall furnish the Engineer a copy of the manufacturer's installation recommendations so the Engineer can verify the correct procedures are being followed.
7. The Contractor is responsible for installing signs on approved supports and replacing signs with damaged or cracked substrates and/or damaged or marred reflective sheeting as directed by the Engineer/Inspector.
8. Identification markings may be shown only on the back of the sign substrate. The maximum height of letters and/or company logos used for identification shall be 1 inch.
9. The Contractor shall replace damaged wood posts. New or damaged wood sign posts shall not be spliced.

DURATION OF WORK (as defined by the "Texas Manual on Uniform Traffic Control Devices" Part 6)

1. The types of sign supports, sign mounting height, the size of signs, and the type of sign substrates can vary based on the type of work being performed. The Engineer is responsible for selecting the appropriate size sign for the type of work being performed. The Contractor is responsible for ensuring the sign support, sign mounting height and substrate meets manufacturer's recommendations in regard to crashworthiness and duration of work requirements.
   a. Long-term stationary - work that occupies a location more than 3 days.
   b. Intermediate-term stationary - work that occupies a location more than one daylight period up to 3 days, or nighttime work lasting more than one hour.
   c. Short-term stationary - daytime work that occupies a location for more than 1 hour in a single daylight period.
   d. Short, duration - work that occupies a location up to 1 hour.
   e. Mobile - work that moves continuously or intermittently (stopping for up to approximately 15 minutes.)

SIGN MOUNTING HEIGHT

1. The bottom of Long-term/Intermediate-term signs shall be at least 7 feet, but not more than 9 feet, above the paved surface, except as shown for supplemental plaques mounted below other signs.
2. The bottom of Short-term/Short Duration signs shall be a minimum of 1 foot above the pavement surface but no more than 2 feet above the ground.
3. Long-term/Intermediate-term Signs may be used in lieu of Short-term/Short Duration signing.
4. Short-term/Short Duration signs shall be used only during daylight and shall be removed at the end of the workday or raised to appropriate Long-term/Intermediate sign height.
5. Regulatory signs shall be mounted at least 7 feet, but not more than 9 feet, above the paved surface regardless of work duration.

SIZE OF SIGNS

1. The Contractor shall furnish the sign sizes shown on BC (2) unless otherwise shown in the plans or as directed by the Engineer.

SIGN SUBSTRATES

1. The Contractor shall ensure the sign substrate is installed in accordance with the manufacturer's recommendations for the type of sign support that is being used. The CWZTCD lists each substrate that can be used on the different types and models of sign supports.
2. "Mesh" type materials are NOT an approved sign substrate, regardless of the tightness of the weave.
3. All wooden individual sign panels fabricated from 2 or more pieces shall have one or more plywood cleat, 1/2" thick by 6" wide, fastened to the back of the sign and extending fully across the sign. The cleat shall be attached to the back of the sign using wood screws that do not penetrate the face of the sign panel. The screws shall be placed on both sides of the splice and spaced at 6" centers. The Engineer may approve other methods of splicing the sign face.

REFLECTIVE SHEETING

1. All signs shall be retroreflective and constructed of sheeting meeting the color and retro-reflectivity requirements of DMS-8300 for rigid signs or DMS-8310 for roll-up signs. The web address for DMS specifications is shown on BC(1).
2. White sheeting, meeting the requirements of DMS-8300 Type A, shall be used for signs with a white background.
3. Orange sheeting, meeting the requirements of DMS-8300 Type B_{FL} or Type C_{FL}, shall be used for rigid signs with orange backgrounds.

SIGN LETTERS

1. All sign letters and numbers shall be clear, and open rounded type uppercase alphabet letters as approved by the Federal Highway Administration (FHWA) and as published in the "Standard Highway Sign Design for Texas" manual. Signs, letters and numbers shall be of first class workmanship in accordance with Department Standards and Specifications.

REMOVING OR COVERING

1. When sign messages may be confusing or do not apply, the signs shall be removed or completely covered.
2. Long-term stationary or intermediate stationary signs installed on square metal tubing may be turned away from traffic 90 degrees when the sign message is not applicable. This technique may not be used for signs installed in the median of divided highways or near any intersections where the sign may be seen from approaching traffic.
3. Signs installed on wooden skids shall not be turned at 90 degree angles to the roadway. These signs should be removed or completely covered when not required.
4. When signs are covered, the material used shall be opaque, such as heavy mil black plastic, or other materials which will cover the entire sign face and maintain their opaque properties under automobile headlights at night, without damaging the sign sheeting.
5. Burlap shall NOT be used to cover signs.
6. Duct tape or other adhesive material shall NOT be affixed to a sign face.
7. Signs and anchor stubs shall be removed and holes backfilled upon completion of work.

SIGN SUPPORT WEIGHTS

1. Where sign supports require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand should be used.
2. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight.
3. Rock, concrete, iron, steel or other solid objects shall not be permitted for use as sign support weights.
4. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs.
5. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall NOT be used.
6. Rubber ballasts designed for channelizing devices should not be used for ballast on portable sign supports. Sign supports designed and manufactured with rubber bases may be used when shown on the CWZTCD list.
7. Sandbags shall only be placed along or laid over the base supports of the traffic control device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners. Sandbags shall be placed along the length of the skids to weigh down the sign support.
8. Sandbags shall NOT be placed under the skid and shall not be used to level sign supports placed on slopes.

FLAGS ON SIGNS

1. Flags may be used to draw attention to warning signs. When used the flag shall be 16 inches square or larger and shall be orange or fluorescent red-orange in color. Flags shall not be allowed to cover any portion of the sign face.

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION TEMPORARY SIGN NOTES

BC(4)-14

FILE: bc-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS 9-07 8-14 7-13	0914	05	191	NA
	DIST	COUNTY		SHEET NO.
	AUS	WILLIAMSON		26

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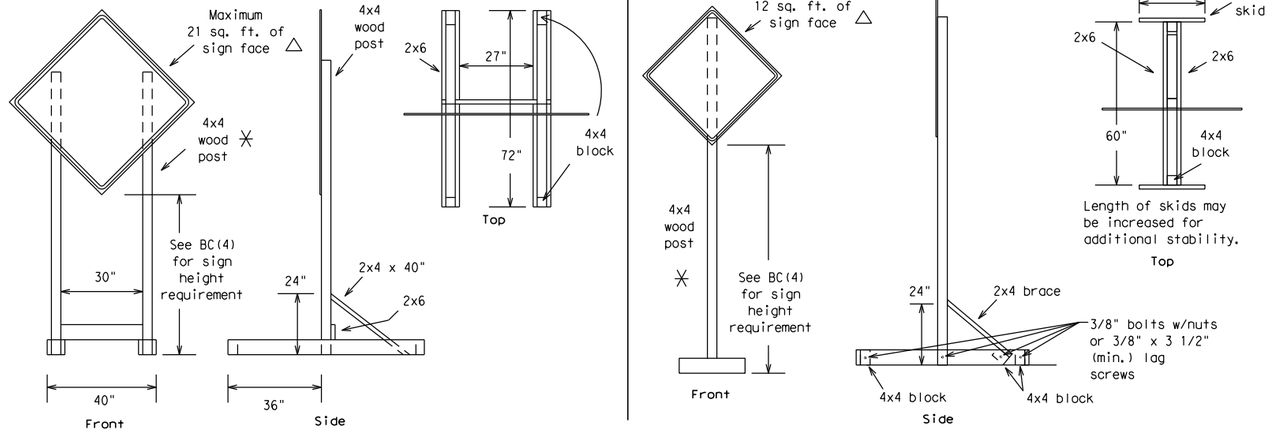
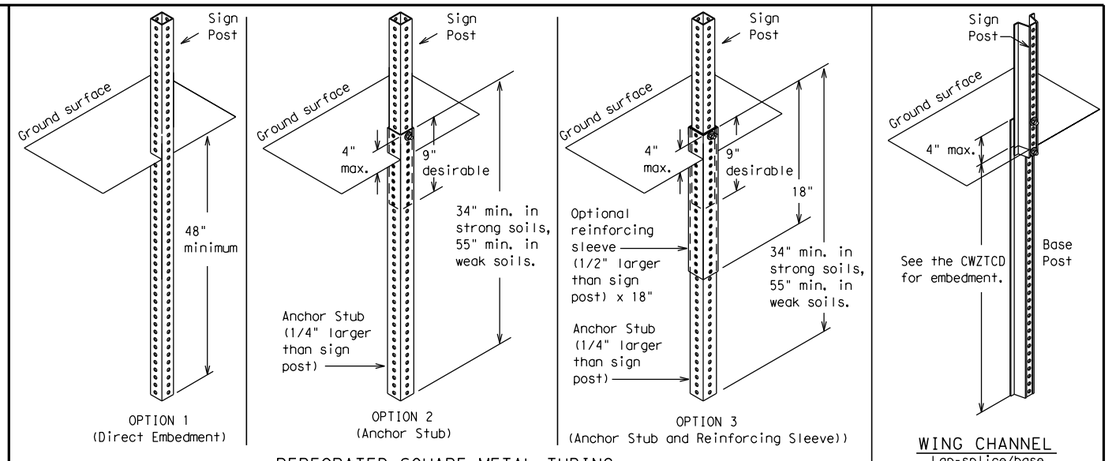


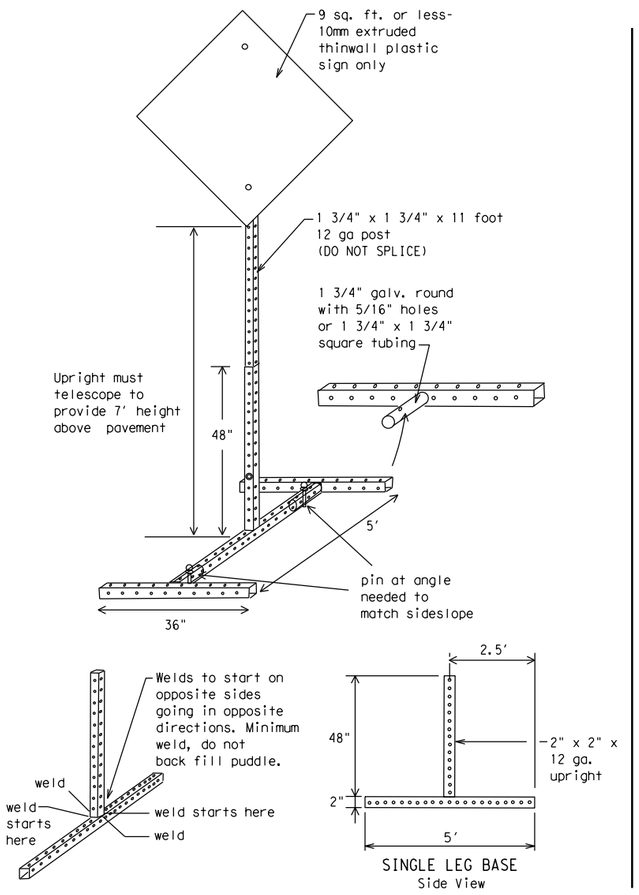
SKID MOUNTED WOOD SIGN SUPPORTS

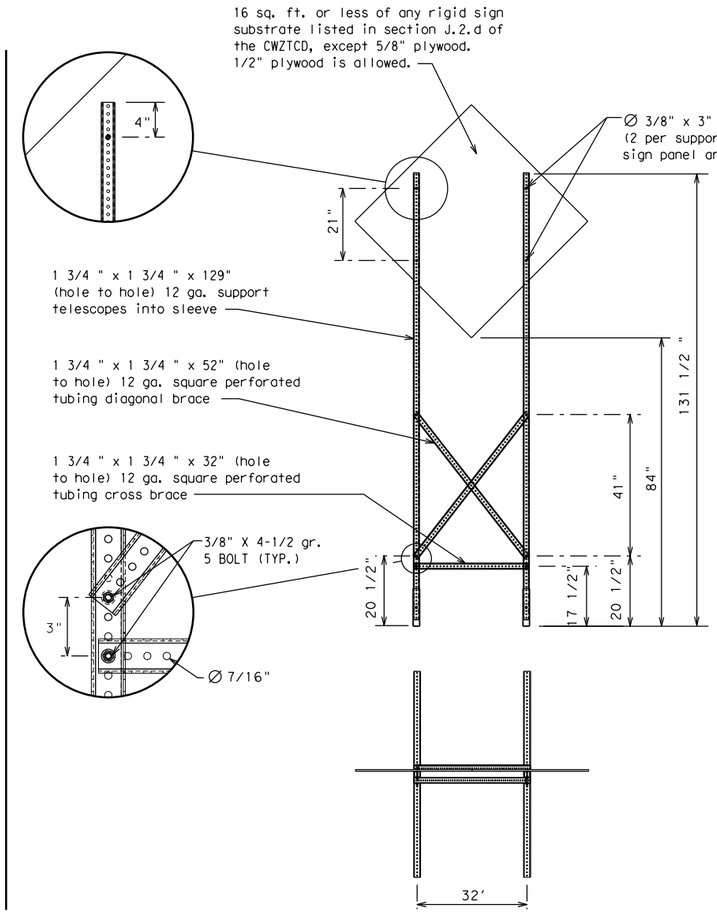
LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS □

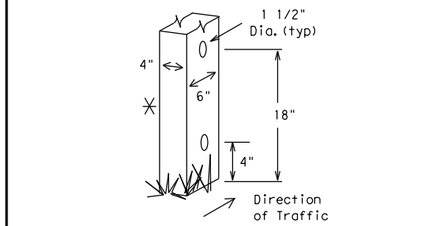


GROUND MOUNTED SIGN SUPPORTS

Refer to the CWZTCD and the manufacturer's installation procedure for each type sign support.
The maximum sign square footage shall adhere to the manufacturer's recommendation.
Two post installations can be used for larger signs.

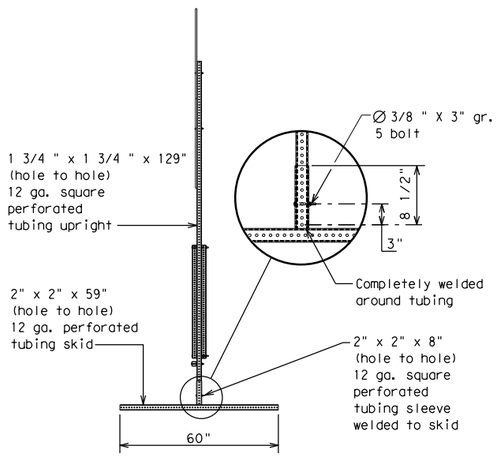






Nominal Post Size	Number of Posts	Maximum Sq. feet of Sign Face	Minimum Soil Embedment	Drilled Hole(s) Required
4 x 4	1	12	36"	NO
4 x 4	2	21	36"	NO
4 x 6	1	21	36"	YES
4 x 6	2	36	36"	YES

WOOD POST SYSTEM FOR GROUND MOUNTED SIGN SUPPORTS



SKID MOUNTED PERFORATED SQUARE STEEL TUBING SIGN SUPPORTS

WEDGE ANCHORS

Both steel and plastic Wedge Anchor Systems as shown on the SMD Standard Sheets may be used as temporary sign supports for signs up to 10 square feet of sign face. They may be set in concrete or in sturdy soils if approved by the Engineer. (See web address for "Traffic Engineering Standard Sheets" on BC(1)).

OTHER DESIGNS

MORE DETAILS OF APPROVED LONG/INTERMEDIATE AND SHORT TERM SUPPORTS CAN BE FOUND ON THE CWZTCD LIST. SEE BC(1) FOR WEBSITE LOCATION.

GENERAL NOTES

1. Nails may be used in the assembly of wooden sign supports, but 3/8" bolts with nuts or 3/8" x 3 1/2" lag screws must be used on every joint for final connection.
2. No more than 2 sign posts shall be placed within a 7 ft. circle, except for specific materials noted on the CWZTCD List.
3. When project is completed, all sign supports and foundations shall be removed from the project site. This will be considered subsidiary to Item 502.

□ See BC(4) for definition of "Work Duration."

✳ Wood sign posts MUST be one piece. Splicing will NOT be allowed. Posts shall be painted white.

△ See the CWZTCD for the type of sign substrate that can be used for each approved sign support.

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION TYPICAL SIGN SUPPORT

BC(5)-14

FILE: bc-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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REVISIONS	0914	05	191	NA
9-07 8-14	DIST	COUNTY		SHEET NO.
7-13	AUS	WILLIAMSON		27

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WHEN NOT IN USE, REMOVE THE PCMS FROM THE RIGHT-OF-WAY OR PLACE THE PCMS BEHIND BARRIER OR GUARDRAIL WITH SIGN PANEL TURNED PARALLEL TO TRAFFIC

PORTABLE CHANGEABLE MESSAGE SIGNS

1. The Engineer/Inspector shall approve all messages used on portable changeable message signs (PCMS).
2. Messages on PCMS should contain no more than 8 words (about four to eight characters per word), not including simple words such as "TO," "FOR," "AT," etc.
3. Messages should consist of a single phase, or two phases that alternate. Three-phase messages are not allowed. Each phase of the message should convey a single thought, and must be understood by itself.
4. Use the word "EXIT" to refer to an exit ramp on a freeway; i.e., "EXIT CLOSED." Do not use the term "RAMP."
5. Always use the route or interstate designation (IH, US, SH, FM) along with the number when referring to a roadway.
6. When in use the bottom of a stationary PCMS message panel should be a minimum 7 feet above the roadway, where possible.
7. The message term "WEEKEND" should be used only if the work is to start on Saturday morning and end by Sunday evening at midnight. Actual days and hours of work should be displayed on the PCMS if work is to begin on Friday evening and/or continue into Monday morning.
8. The Engineer/Inspector may select one of two options which are available for displaying a two-phase message on a PCMS. Each phase may be displayed for either four seconds each or for three seconds each.
9. Do not "flash" messages or words included in a message. The message should be steady burn or continuous while displayed.
10. Do not present redundant information on a two-phase message; i.e., keeping two lines of the message the same and changing the third line.
11. Do not use the word "Danger" in message.
12. Do not display the message "LANES SHIFT LEFT" or "LANES SHIFT RIGHT" on a PCMS. Drivers do not understand the message.
13. Do not display messages that scroll horizontally or vertically across the face of the sign.
14. The following table lists abbreviated words and two-word phrases that are acceptable for use on a PCMS. Both words in a phrase must be displayed together. Words or phrases not on this list should not be abbreviated, unless shown in the TMUTCD.
15. PCMS character height should be at least 18 inches for trailer mounted units. They should be visible from at least 1/2 (.5) mile and the text should be legible from at least 600 feet at night and 800 feet in daylight. Truck mounted units must have a character height of 10 inches and must be legible from at least 400 feet.
16. Each line of text should be centered on the message board rather than left or right justified.
17. If disabled, the PCMS should default to an illegible display that will not alarm motorists and will only be used to alert workers that the PCMS has malfunctioned. A pattern such as a series of horizontal solid bars is appropriate.

WORD OR PHRASE	ABBREVIATION
Access Road	ACCS RD
Alternate	ALT
Avenue	AVE
Best Route	BEST RTE
Boulevard	BLVD
Bridge	BRDG
Cannot	CANT
Center	CTR
Construction Ahead	CONST AHD
CROSSING	XING
Detour Route	DETOUR RTE
Do Not	DONT
East	E
Eastbound	(route) E
Emergency	EMER
Emergency Vehicle	EMER VEH
Entrance, Enter	ENT
Express Lane	EXP LN
Expressway	EXPWY
XXXX Feet	XXXX FT
Fog Ahead	FOG AHD
Freeway	FRWY, FWY
Freeway Blocked	FWY BLKD
Friday	FRI
Hazardous Driving	HAZ DRIVING
Hazardous Material	HAZMAT
High-Occupancy	HOV
Vehicle Highway	HWY
Hour(s)	HR, HRS
Information	INFO
It Is	ITS
Junction	JCT
Left	LFT
Left Lane	LFT LN
Lane Closed	LN CLOSED
Lower Level	LWR LEVEL
Maintenance	MAINT

WORD OR PHRASE	ABBREVIATION
Major	MAJ
Miles	MI
Miles Per Hour	MPH
Minor	MNR
Monday	MON
Normal	NORM
North	N
Northbound	(route) N
Parking	PKING
Road	RD
Right Lane	RT LN
Saturday	SAT
Service Road	SERV RD
Shoulder	SHLDR
Slippery	SLIP
South	S
Southbound	(route) S
Speed	SPD
Street	ST
Sunday	SUN
Telephone	PHONE
Temporary	TEMP
Thursday	THURS
To Downtown	TO DWNTN
Traffic	TRAF
Travelers	TRVLRS
Tuesday	TUES
Time Minutes	TIME MIN
Upper Level	UPR LEVEL
Vehicles (s)	VEH, VEHS
Warning	WARN
Wednesday	WED
Weight Limit	WT LIMIT
West	W
Westbound	(route) W
Wet Pavement	WET PVMT
Will Not	WONT

Roadway designation # IH-number, US-number, SH-number, FM-number

RECOMMENDED PHASES AND FORMATS FOR PCMS MESSAGES DURING ROADWORK ACTIVITIES

(The Engineer may approve other messages not specifically covered here.)

Phase 1: Condition Lists

Road/Lane/Ramp Closure List

- FREEWAY CLOSED X MILE
- FRONTAGE ROAD CLOSED
- ROAD CLOSED AT SH XXX
- SHOULDER CLOSED XXX FT
- ROAD CLSD AT FM XXXX
- RIGHT LN CLOSED XXX FT
- RIGHT X LANES CLOSED
- RIGHT X LANES OPEN
- CENTER LANE CLOSED
- DAYTIME LANE CLOSURES
- NIGHT LANE CLOSURES
- I-XX SOUTH EXIT CLOSED
- VARIOUS LANES CLOSED
- EXIT XXX CLOSED X MILE
- EXIT CLOSED
- RIGHT LN TO BE CLOSED
- MALL DRIVEWAY CLOSED
- X LANES CLOSED TUE - FRI
- XXXXXXXX BLVD CLOSED

Other Condition List

- ROADWORK XXX FT
- ROAD REPAIRS XXXX FT
- FLAGGER XXXX FT
- LANE NARROWS XXXX FT
- RIGHT LN NARROWS XXXX FT
- TWO-WAY TRAFFIC XX MILE
- MERGING TRAFFIC XXXX FT
- CONST TRAFFIC XXX FT
- LOOSE GRAVEL XXXX FT
- UNEVEN LANES XXXX FT
- DETOUR X MILE
- ROUGH ROAD XXXX FT
- ROADWORK PAST SH XXXX
- ROADWORK NEXT FRI-SUN
- BUMP XXXX FT
- US XXX EXIT X MILES
- TRAFFIC SIGNAL XXXX FT
- LANES SHIFT *

* LANES SHIFT in Phase 1 must be used with STAY IN LANE in Phase 2.

Phase 2: Possible Component Lists

Action to Take/Effect on Travel List

- MERGE RIGHT
- FORM X LINES RIGHT
- DETOUR NEXT X EXITS
- USE XXXXX RD EXIT
- USE EXIT XXX
- USE EXIT I-XX NORTH
- STAY ON US XXX SOUTH
- USE I-XX E TO I-XX N
- TRUCKS USE US XXX N
- WATCH FOR TRUCKS
- WATCH FOR TRUCKS
- EXPECT DELAYS
- EXPECT DELAYS
- PREPARE TO STOP
- REDUCE SPEED XXX FT
- END SHOULDER USE
- USE OTHER ROUTES
- WATCH FOR WORKERS
- STAY IN LANE *

Location List

- AT FM XXXX
- BEFORE RAILROAD CROSSING
- NEXT X MILES
- PAST US XXX EXIT
- XXXXXXX TO XXXXXXX
- US XXX TO FM XXXX

Warning List

- SPEED LIMIT XX MPH
- MAXIMUM SPEED XX MPH
- MINIMUM SPEED XX MPH
- ADVISORY SPEED XX MPH
- RIGHT LANE EXIT
- USE CAUTION
- DRIVE SAFELY
- DRIVE WITH CARE

** Advance Notice List

- TUE-FRI XX AM- X PM
- APR XX-XX X PM-X AM
- BEGINS MONDAY
- BEGINS MAY XX
- MAY X-X XX PM - XX AM
- NEXT FRI-SUN
- XX AM TO XX PM
- NEXT TUE AUG XX
- TONIGHT XX PM- XX AM

* LANES SHIFT in Phase 1 must be used with STAY IN LANE in Phase 2.

** See Application Guidelines Note 6.

APPLICATION GUIDELINES

1. Only 1 or 2 phases are to be used on a PCMS.
2. The 1st phase (or both) should be selected from the "Road/Lane/Ramp Closure List" and the "Other Condition List".
3. A 2nd phase can be selected from the "Action to Take/Effect on Travel, Location, General Warning, or Advance Notice Phase Lists".
4. A Location Phase is necessary only if a distance or location is not included in the first phase selected.
5. If two PCMS are used in sequence, they must be separated by a minimum of 1000 ft. Each PCMS shall be limited to two phases, and should be understandable by themselves.
6. For advance notice, when the current date is within seven days of the actual work date, calendar days should be replaced with days of the week. Advance notification should typically be for no more than one week prior to the work.

WORDING ALTERNATIVES

1. The words RIGHT, LEFT and ALL can be interchanged as appropriate.
2. Roadway designations IH, US, SH, FM and LP can be interchanged as appropriate.
3. EAST, WEST, NORTH and SOUTH (or abbreviations E, W, N and S) can be interchanged as appropriate.
4. Highway names and numbers replaced as appropriate.
5. ROAD, HIGHWAY and FREEWAY can be interchanged as needed.
6. AHEAD may be used instead of distances if necessary.
7. FT and MI, MILE and MILES interchanged as appropriate.
8. AT, BEFORE and PAST interchanged as needed.
9. Distances or AHEAD can be eliminated from the message if a location phase is used.

PCMS SIGNS WITHIN THE R.O.W. SHALL BE BEHIND GUARDRAIL OR CONCRETE BARRIER OR SHALL HAVE A MINIMUM OF FOUR (4) PLASTIC DRUMS PLACED PERPENDICULAR TO TRAFFIC ON THE UPSTREAM SIDE OF THE PCMS, WHEN EXPOSED TO ONE DIRECTION OF TRAFFIC. WHEN EXPOSED TO TWO WAY TRAFFIC, THE FOUR DRUMS SHOULD BE PLACED WITH ONE DRUM AT EACH OF THE FOUR CORNERS OF THE UNIT.

FULL MATRIX PCMS SIGNS

1. When Full Matrix PCMS signs are used, the character height and legibility/visibility requirements shall be maintained as listed in Note 15 under "PORTABLE CHANGEABLE MESSAGE SIGNS" above.
2. When symbol signs, such as the "Flagger Symbol"(CW20-7) are represented graphically on the Full Matrix PCMS sign and, with the approval of the Engineer, it shall maintain the legibility/visibility requirement listed above.
3. When symbol signs are represented graphically on the Full Matrix PCMS, they shall only supplement the use of the static sign represented, and shall not substitute for, or replace that sign.
4. A full matrix PCMS may be used to simulate a flashing arrow board provided it meets the visibility, flash rate and dimming requirements on BC(7), for the same size arrow.

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PORTABLE CHANGEABLE MESSAGE SIGN (PCMS)

BC(6)-14

FILE: bc-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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9-07 8-14	DIST	COUNTY		SHEET NO.
7-13	AUS	WILLIAMSON		28

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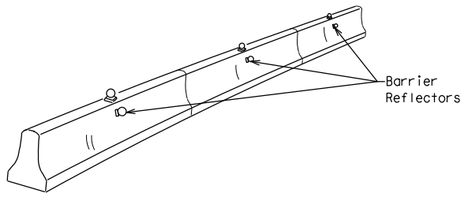
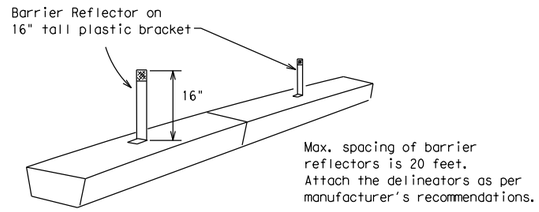
1. Barrier Reflectors shall be pre-qualified, and conform to the color and reflectivity requirements of DMS-8600. A list of prequalified Barrier Reflectors can be found at the Material Producer List web address shown on BC(1).
2. Color of Barrier Reflectors shall be as specified in the TMUTCD. The cost of the reflectors shall be considered subsidiary to Item 512.

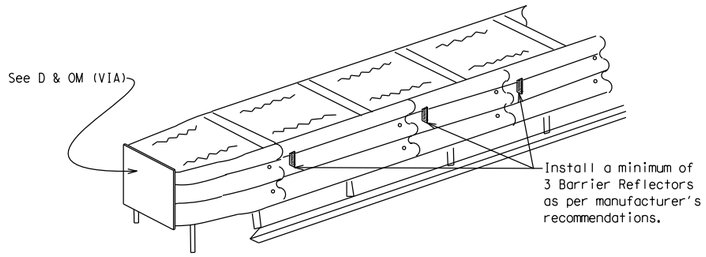


CONCRETE TRAFFIC BARRIER (CTB)

3. Where traffic is on one side of the CTB, two (2) Barrier Reflectors shall be mounted in approximately the midsection of each section of CTB. An alternate mounting location is uniformly spaced at one end of each CTB. This will allow for attachment of a barrier grapple without damaging the reflector. The Barrier Reflector mounted on the side of the CTB shall be located directly below the reflector mounted on top of the barrier, as shown in the detail above.
4. Where CTB separates two-way traffic, three barrier reflectors shall be mounted on each section of CTB. The reflector unit on top shall have two yellow reflective faces (Bi-Directional)while the reflectors on each side of the barrier shall have one yellow reflective face, as shown in the detail above.
5. When CTB separates traffic traveling in the same direction, no barrier reflectors will be required on top of the CTB.
6. Barrier Reflector units shall be yellow or white in color to match the edgeline being supplemented.
7. Maximum spacing of Barrier Reflectors is forty (40) feet.
8. Pavement markers or temporary flexible-reflective roadway marker tabs shall NOT be used as CTB delineation.
9. Attachment of Barrier Reflectors to CTB shall be per manufacturer's recommendations.
10. Missing or damaged Barrier Reflectors shall be replaced as directed by the Engineer.
11. Single slope barriers shall be delineated as shown on the above detail.



LOW PROFILE CONCRETE BARRIER (LPCB)

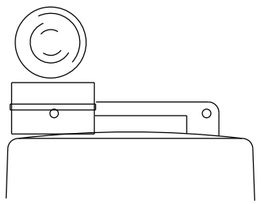


DELINEATION OF END TREATMENTS

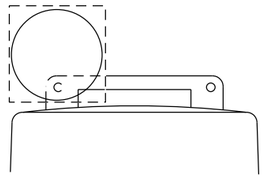
END TREATMENTS FOR
CTB'S USED
IN WORK ZONES

End treatments used on CTB's in work zones shall meet crashworthy standards as defined in the National Cooperative Highway Research Report 350. Refer to the CWZTCD List for approved end treatments and manufacturers.

BARRIER REFLECTORS FOR CONCRETE TRAFFIC BARRIER AND ATTENUATORS



Type C Warning Light or approved substitute mounted on a drum adjacent to the travel way.



Warning reflector may be round or square.Must have a yellow reflective surface area of at least 30 square inches

WARNING LIGHTS

1. Warning lights shall meet the requirements of the TMUTCD.
2. Warning lights shall NOT be installed on barricades.
3. Type A-Low Intensity Flashing Warning Lights are commonly used with drums. They are intended to warn of or mark a potentially hazardous area. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "FL". The Type A Warning Lights shall not be used with signs manufactured with Type B_{FL} or C_{FL} Sheeting meeting the requirements of Departmental Material Specification DMS-8300.
4. Type-C and Type D 360 degree Steady Burn Lights are intended to be used in a series for delineation to supplement other traffic control devices. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "SB".
5. The Engineer/Inspector or the plans shall specify the location and type of warning lights to be installed on the traffic control devices.
6. When required by the Engineer, the Contractor shall furnish a copy of the warning lights certification. The warning light manufacturer will certify the warning lights meet the requirements of the latest ITE Purchase Specifications for Flashing and Steady-Burn Warning Lights.
7. When used to delineate curves, Type-C and Type D Steady Burn Lights should only be placed on the outside of the curve, not the inside.
8. The location of warning lights and warning reflectors on drums shall be as shown elsewhere in the plans.

WARNING LIGHTS MOUNTED ON PLASTIC DRUMS

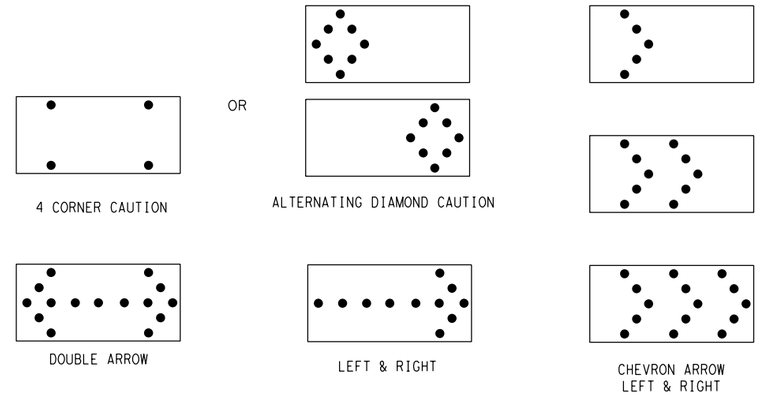
1. Type A flashing warning lights are intended to warn drivers that they are approaching or are in a potentially hazardous area.
2. Type A random flashing warning lights are not intended for delineation and shall not be used in a series.
3. A series of sequential flashing warning lights placed on channelizing devices to form a merging taper may be used for delineation. If used, the successive flashing of the sequential warning lights should occur from the beginning of the taper to the end of the merging taper in order to identify the desired vehicle path. The rate of flashing for each light shall be 65 flashes per minute, plus or minus 10 flashes.
4. Type C and D steady-burn warning lights are intended to be used in a series to delineate the edge of the travel lane on detours, on lane changes, on lane closures, and on other similar conditions.
5. Type A, Type C and Type D warning lights shall be installed at locations as detailed on other sheets in the plans.
6. Warning lights shall not be installed on a drum that has a sign, chevron or vertical panel.
7. The maximum spacing for warning lights on drums should be identical to the channelizing device spacing.

WARNING REFLECTORS MOUNTED ON PLASTIC DRUMS AS A SUBSTITUTE FOR TYPE C (STEADY BURN) WARNING LIGHTS

1. A warning reflector or approved substitute may be mounted on a plastic drum as a substitute for a Type C, steady burn warning light at the discretion of the Contractor unless otherwise noted in the plans.
2. The warning reflector shall be yellow in color and shall be manufactured using a sign substrate approved for use with plastic drums listed on the CWZTCD.
3. The warning reflector shall have a minimum retroreflective surface area (one-side) of 30 square inches.
4. Round reflectors shall be fully reflectorized, including the area where attached to the drum.
5. Square substrates must have a minimum of 30 square inches of reflectorized sheeting. They do not have to be reflectorized where it attaches to the drum.
6. The side of the warning reflector facing approaching traffic shall have sheeting meeting the color and retroreflectivity requirements for DMS 8300-Type B or Type C.
7. When used near two-way traffic, both sides of the warning reflector shall be reflectorized.
8. The warning reflector should be mounted on the side of the handle nearest approaching traffic.
9. The maximum spacing for warning reflectors should be identical to the channelizing device spacing requirements.

Arrow Boards may be located behind channelizing devices in place for a shoulder taper or merging taper, otherwise they shall be delineated with four (4) channelizing devices placed perpendicular to traffic on the upstream side of traffic.

1. The Flashing Arrow Board should be used for all lane closures on multi-lane roadways, or slow moving maintenance or construction activities on the travel lanes.
2. Flashing Arrow Boards should not be used on two-lane, two-way roadways, detours, diversions or work on shoulders unless the "CAUTION" display (see detail below) is used.
3. The Engineer/Inspector shall choose all appropriate signs, barricades and/or other traffic control devices that should be used in conjunction with the Flashing Arrow Board.
4. The Flashing Arrow Board should be able to display the following symbols:



5. The "CAUTION" display consists of four corner lamps flashing simultaneously, or the Alternating Diamond Caution mode as shown.
6. The straight line caution display is NOT ALLOWED.
7. The Flashing Arrow Board shall be capable of minimum 50 percent dimming from rated lamp voltage. The flashing rate of the lamps shall not be less than 25 nor more than 40 flashes per minute.
8. Minimum lamp "on time" shall be approximately 50 percent for the flashing arrow and equal intervals of 25 percent for each sequential phase of the flashing chevron.
9. The sequential arrow display is NOT ALLOWED.
10. The flashing arrow display is the TxDOT standard; however, the sequential Chevron display may be used during daylight operations.
11. The Flashing Arrow Board shall be mounted on a vehicle, trailer or other suitable support.
12. A Flashing Arrow Board SHALL NOT BE USED to laterally shift traffic.
13. A full matrix PCMS may be used to simulate a Flashing Arrow Board provided it meets visibility, flash rate and dimming requirements on this sheet for the same size arrow.
14. Minimum mounting height of trailer mounted Arrow Boards should be 7 feet from roadway to bottom of panel.

REQUIREMENTS			
TYPE	MINIMUM SIZE	MINIMUM NUMBER OF PANEL LAMPS	MINIMUM VISIBILITY DISTANCE
B	30 x 60	13	3/4 mile
C	48 x 96	15	1 mile

ATTENTION
Flashing Arrow Boards shall be equipped with automatic dimming devices.

WHEN NOT IN USE, REMOVE THE ARROW BOARD FROM THE RIGHT-OF-WAY OR PLACE THE ARROW BOARD BEHIND CONCRETE TRAFFIC BARRIER OR GUARDRAIL.

FLASHING ARROW BOARDS

TRUCK-MOUNTED ATTENUATORS

1. Truck-mounted attenuators (TMA) used on TxDOT facilities must meet the requirements outlined in the National Cooperative Highway Research Report No. 350 (NCHRP 350) or the Manual for Assessing Safety Hardware (MASH).
2. Refer to the CWZTCD for the requirements of Level 2 or Level 3 TMAs.
3. Refer to the CWZTCD for a list of approved TMAs.
4. TMAs are required on freeways unless otherwise noted in the plans.
5. A TMA should be used anytime that it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the work performance.
6. The only reason a TMA should not be required is when a work area is spread down the roadway and the work crew is an extended distance from the TMA.

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION ARROW PANEL, REFLECTORS, WARNING LIGHTS & ATTENUATOR

BC(7)-14

FILE: bc-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
© TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS	0914	05	191	NA
9-07 8-14	DIST	COUNTY		SHEET NO.
7-13	AUS	WILLIAMSON		29

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GENERAL NOTES

1. For long term stationary work zones on freeways, drums shall be used as the primary channelizing device.
2. For intermediate term stationary work zones on freeways, drums should be used as the primary channelizing device but may be replaced in tangent sections by vertical panels, or 42" two-piece cones. In tangent sections one-piece cones may be used with the approval of the Engineer but only if personnel are present on the project at all times to maintain the cones in proper position and location.
3. For short term stationary work zones on freeways, drums are the preferred channelizing device but may be replaced in tapers, transitions and tangent sections by vertical panels, two-piece cones or one-piece cones as approved by the Engineer.
4. Drums and all related items shall comply with the requirements of the current version of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
5. Drums, bases, and related materials shall exhibit good workmanship and shall be free from objectionable marks or defects that would adversely affect their appearance or serviceability.
6. The Contractor shall have a maximum of 24 hours to replace any plastic drums identified for replacement by the Engineer/Inspector. The replacement device must be an approved device.

GENERAL DESIGN REQUIREMENTS

Pre-qualified plastic drums shall meet the following requirements:

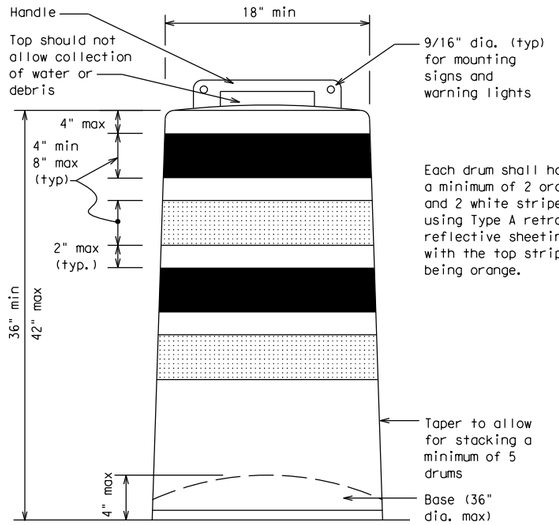
1. Plastic drums shall be a two-piece design; the "body" of the drum shall be the top portion and the "base" shall be the bottom.
2. The body and base shall lock together in such a manner that the body separates from the base when impacted by a vehicle traveling at a speed of 20 MPH or greater but prevents accidental separation due to normal handling and/or air turbulence created by passing vehicles.
3. Plastic drums shall be constructed of lightweight flexible, and deformable materials. The Contractor shall NOT use metal drums or single piece plastic drums as channelization devices or sign supports.
4. Drums shall present a profile that is a minimum of 18 inches in width at the 36 inch height when viewed from any direction. The height of drum unit (body installed on base) shall be a minimum of 36 inches and a maximum of 42 inches.
5. The top of the drum shall have a built-in handle for easy pickup and shall be designed to drain water and not collect debris. The handle shall have a minimum of two widely spaced 9/16 inch diameter holes to allow attachment of a warning light, warning reflector unit or approved compliant sign.
6. The exterior of the drum body shall have a minimum of four alternating orange and white retroreflective circumferential stripes not less than 4 inches nor greater than 8 inches in width. Any non-reflectorized space between any two adjacent stripes shall not exceed 2 inches in width.
7. Bases shall have a maximum width of 36 inches, a maximum height of 4 inches, and a minimum of two footholds of sufficient size to allow base to be held down while separating the drum body from the base.
8. Plastic drums shall be constructed of ultra-violet stabilized, orange, high-density polyethylene (HDPE) or other approved material.
9. Drum body shall have a maximum unballasted weight of 11 lbs.
10. Drum and base shall be marked with manufacturer's name and model number.

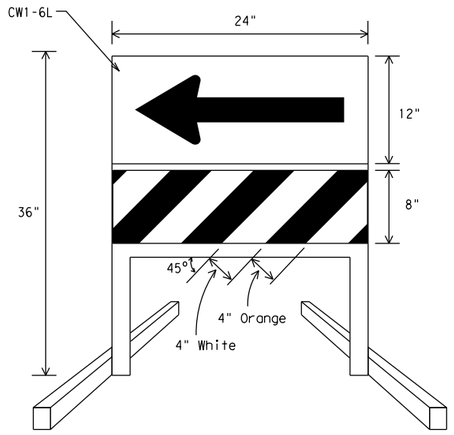
RETROREFLECTIVE SHEETING

1. The stripes used on drums shall be constructed of sheeting meeting the color and retroreflectivity requirements of Departmental Materials Specification DMS-8300, "Sign Face Materials." Type A reflective sheeting shall be supplied unless otherwise specified in the plans.
2. The sheeting shall be suitable for use on and shall adhere to the drum surface such that, upon vehicular impact, the sheeting shall remain adhered in-place and exhibit no delaminating, cracking, or loss of retroreflectivity other than that loss due to abrasion of the sheeting surface.

BALLAST

1. Unballasted bases shall be large enough to hold up to 50 lbs. of sand. This base, when filled with the ballast material, should weigh between 35 lbs (minimum) and 50 lbs (maximum). The ballast may be sand in one to three sandbags separate from the base, sand in a sand-filled plastic base, or other ballasting devices as approved by the Engineer. Stacking of sandbags will be allowed, however height of sandbags above pavement surface may not exceed 12 inches.
2. Bases with built-in ballast shall weigh between 40 lbs. and 50 lbs. Built-in ballast can be constructed of an integral crumb rubber base or a solid rubber base.
3. Recycled truck tire sidewalls may be used for ballast on drums approved for this type of ballast on the CWZTCD list.
4. The ballast shall not be heavy objects, water, or any material that would become hazardous to motorists, pedestrians, or workers when the drum is struck by a vehicle.
5. When used in regions susceptible to freezing, drums shall have drainage holes in the bottoms so that water will not collect and freeze becoming a hazard when struck by a vehicle.
6. Ballast shall not be placed on top of drums.
7. Adhesives may be used to secure base of drums to pavement.

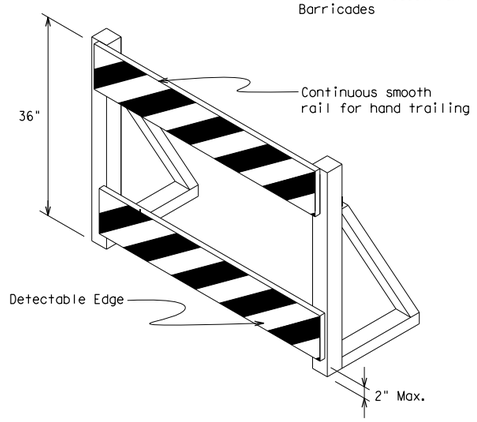




DIRECTION INDICATOR BARRICADE

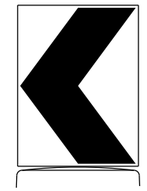
1. The Direction Indicator Barricade may be used in tapers, transitions, and other areas where specific directional guidance to drivers is necessary.
2. If used, the Direction Indicator Barricade should be used in series to direct the driver through the transition and into the intended travel lane.
3. The Direction Indicator Barricade shall consist of One-Direction Large Arrow (CW1-6) sign in the size shown with a black arrow on a background of Type B_{FL} or Type C_{FL} Orange retroreflective sheeting above a rail with Type A retroreflective sheeting in alternating 4" white and orange stripes sloping downward at an angle of 45 degrees in the direction road users are to pass. Sheeting types shall be as per DMS 8300.
4. Double arrows on the Direction Indicator Barricade will not be allowed.
5. Approved manufacturers are shown on the CWZTCD List. Ballast shall be as approved by the manufacturers instructions.

This detail is not intended for fabrication. See note 3 and the CWZTCD list for providers of approved Detectable Pedestrian Barricades

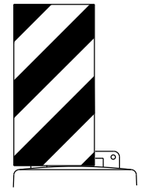


DETECTABLE PEDESTRIAN BARRICADES

1. When existing pedestrian facilities are disrupted, closed, or relocated in a TTC zone, the temporary facilities shall be detectable and include accessibility features consistent with the features present in the existing pedestrian facility.
2. Where pedestrians with visual disabilities normally use the closed sidewalk, a device that is detectable by a person with a visual disability traveling with the aid of a long cane shall be placed across the full width of the closed sidewalk.
3. Detectable pedestrian barricades similar to the one pictured above, longitudinal channelizing devices, some concrete barriers, and wood or chain link fencing with a continuous detectable edging can satisfactorily delineate a pedestrian path.
4. Tape, rope, or plastic chain strung between devices are not detectable, do not comply with the design standards in the "Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG)" and should not be used as a control for pedestrian movements.
5. Warning lights shall not be attached to detectable pedestrian barricades.
6. Detectable pedestrian barricades may use 8" nominal barricade rails as shown on BC(10) provided that the top rail provides a smooth continuous rail suitable for hand trailing with no splinters, burrs, or sharp edges.



18" x 24" Sign
(Maximum Sign Dimension)
Chevron CW1-8, Opposing Traffic Lane Divider, Driveway sign D70a, Keep Right R4 series or other signs as approved by Engineer



12" x 24" Vertical Panel mount with diagonals sloping down towards travel way

Plywood, Aluminum or Metal sign substrates shall NOT be used on plastic drums

SIGNS, CHEVRONS, AND VERTICAL PANELS MOUNTED ON PLASTIC DRUMS

1. Signs used on plastic drums shall be manufactured using substrates listed on the CWZTCD.
2. Chevrons and other work zone signs with an orange background shall be manufactured with Type B_{FL} or Type C_{FL} Orange sheeting meeting the color and retroreflectivity requirements of DMS-8300, "Sign Face Material," unless otherwise specified in the plans.
3. Vertical Panels shall be manufactured with orange and white sheeting meeting the requirements of DMS-8300 Type A Diagonal stripes on Vertical Panels shall slope down toward the intended traveled lane.
4. Other sign messages (text or symbolic) may be used as approved by the Engineer. Sign dimensions shall not exceed 18 inches in width or 24 inches in height, except for the R9 series signs discussed in note 8 below.
5. Signs shall be installed using a 1/2 inch bolt (nominal) and nut, two washers, and one locking washer for each connection.
6. Mounting bolts and nuts shall be fully engaged and adequately torqued. Bolts should not extend more than 1/2 inch beyond nuts.
7. Chevrons may be placed on drums on the outside of curves, on merging tapers or on shifting tapers. When used in these locations they may be placed on every drum or spaced not more than on every third drum. A minimum of three (3) should be used at each location called for in the plans.
8. R9-9, R9-10, R9-11 and R9-11a Sidewalk Closed signs which are 24 inches wide may be mounted on plastic drums, with approval of the Engineer.

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(8)-14

FILE: bc-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS	0914	05	191	NA
4-03 7-13	DIST	COUNTY		SHEET NO.
9-07 8-14	AUS	WILLIAMSON		30

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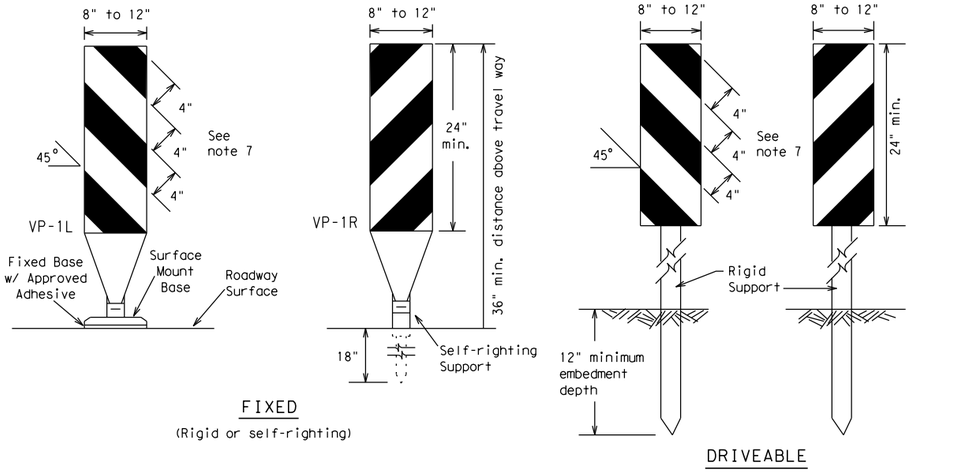
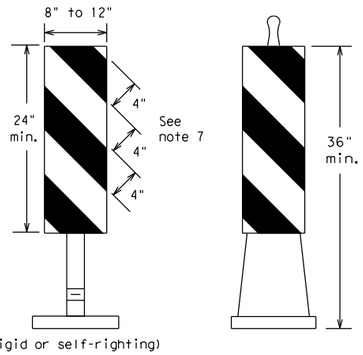


FIXED

(Rigid or self-righting)

DRIVEABLE

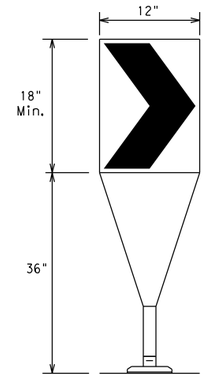


(Rigid or self-righting)

PORTABLE

1. Vertical Panels (VP's) are normally used to channelize traffic or divide opposing lanes of traffic.
2. VP's may be used in daytime or nighttime situations. They may be used at the edge of shoulder drop-offs and other areas such as lane transitions where positive daytime and nighttime delineation is required. The Engineer/Inspector shall refer to the Roadway Design Manual Appendix B "Treatment of Pavement Drop-offs in Work Zones" for additional guidelines on the use of VP's for drop-offs.
3. VP's should be mounted back to back if used at the edge of cuts adjacent to two-way two lane roadways. Stripes are to be reflective orange and reflective white and should always slope downward toward the travel lane.
4. VP's used on expressways and freeways or other high speed roadways, may have more than 270 square inches of retroreflective area facing traffic.
5. Self-righting supports are available with portable base. See "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
6. Sheeting for the VP's shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300, unless noted otherwise.
7. Where the height of reflective material on the vertical panel is 36 inches or greater, a panel stripe of 6 inches shall be used.

VERTICAL PANELS (VPs)



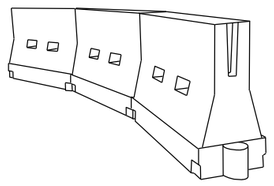
Fixed Base w/ Approved Adhesive (Driveable Base, or Flexible Support can be used)

1. The chevron shall be a vertical rectangle with a minimum size of 12 by 18 inches.
2. Chevrons are intended to give notice of a sharp change of alignment with the direction of travel and provide additional emphasis and guidance for vehicle operators with regard to changes in horizontal alignment of the roadway.
3. Chevrons, when used, shall be erected on the outside of a sharp curve or turn, or on the far side of an intersection. They shall be in line with and at right angles to approaching traffic. Spacing should be such that the motorist always has three in view, until the change in alignment eliminates its need.
4. To be effective, the chevron should be visible for at least 500 feet.
5. Chevrons shall be orange with a black nonreflective legend. Sheeting for the chevron shall be retroreflective Type B_{FL} or Type C_{FL} conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.
6. For Long Term Stationary use on tapers or transitions on freeways and divided highways self-righting chevrons may be used to supplement plastic drums but not to replace plastic drums.

CHEVRONS

GENERAL NOTES

1. Work Zone channelizing devices illustrated on this sheet may be installed in close proximity to traffic and are suitable for use on high or low speed roadways. The Engineer/Inspector shall ensure that spacing and placement is uniform and in accordance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
2. Channelizing devices shown on this sheet may have a driveable, fixed or portable base. The requirement for self-righting channelizing devices must be specified in the General Notes or other plan sheets.
3. Channelizing devices on self-righting supports should be used in work zone areas where channelizing devices are frequently impacted by errant vehicles or vehicle related wind gusts making alignment of the channelizing devices difficult to maintain. Locations of these devices shall be detailed elsewhere in the plans. These devices shall conform to the TMUTCD and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
4. The Contractor shall maintain devices in a clean condition and replace damaged, nonreflective, faded, or broken devices and bases as required by the Engineer/Inspector. The Contractor shall be required to maintain proper device spacing and alignment.
5. Portable bases shall be fabricated from virgin and/or recycled rubber. The portable bases shall weigh a minimum of 30 lbs.
6. Pavement surfaces shall be prepared in a manner that ensures proper bonding between the adhesives, the fixed mount bases and the pavement surface. Adhesives shall be prepared and applied according to the manufacturer's recommendations.
7. The installation and removal of channelizing devices shall not cause detrimental effects to the final pavement surfaces, including pavement surface discoloration or surface integrity. Driveable bases shall not be permitted on final pavement surfaces. The Engineer/Inspector shall approve all application and removal procedures of fixed bases.



LONGITUDINAL CHANNELIZING DEVICES (LCD)

1. LCDs are crashworthy, lightweight, deformable devices that are highly visible, have good target value and can be connected together. They are not designed to contain or redirect a vehicle on impact.
2. LCDs may be used instead of a line of cones or drums.
3. LCDs shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
4. LCDs should not be used to provide positive protection for obstacles, pedestrians or workers.
5. LCDs shall be supplemented with retroreflective delineation as required for temporary barriers on BC(7) when placed roughly parallel to the travel lanes.
6. LCDs used as barricades placed perpendicular to traffic should have at least one row of reflective sheeting meeting the requirements for barricade rails as shown on BC(10) placed near the top of the LCD along the full length of the device.

WATER BALLASTED SYSTEMS USED AS BARRIERS

1. Water ballasted systems used as barriers shall not be used solely to channelize road users, but also to protect the work space per the appropriate NCHRP 350 crashworthiness requirements based on roadway speed and barrier application.
2. Water ballasted systems used to channelize vehicular traffic shall be supplemented with retroreflective delineation or channelizing devices to improve daytime/nighttime visibility. They may also be supplemented with pavement markings.
3. Water ballasted systems used as barriers shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
4. Water ballasted systems used as barriers should not be used for a merging taper except in low speed (less than 45 MPH) urban areas. When used on a taper in a low speed urban area, the taper shall be delineated and the taper length should be designed to optimize road user operations considering the available geometric conditions.
5. When water ballasted systems used as barriers have blunt ends exposed to traffic, they should be attenuated as per manufacturer recommendations or flared to a point outside the clear zone.

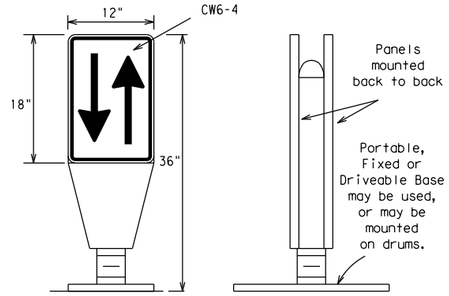
If used to channelize pedestrians, longitudinal channelizing devices or water ballasted systems must have a continuous detectable bottom for users of long canes and the top of the unit shall not be less than 32 inches in height.

HOLLOW OR WATER BALLASTED SYSTEMS USED AS LONGITUDINAL CHANNELIZING DEVICES OR BARRIERS

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices: On a Taper	On a Tangent
30	$L = \frac{WS^2}{60}$	150'	165'	180'	30'	60'
35		205'	225'	245'	35'	70'
40		265'	295'	320'	40'	80'
45	L = WS	450'	495'	540'	45'	90'
50		500'	550'	600'	50'	100'
55		550'	605'	660'	55'	110'
60		600'	660'	720'	60'	120'
65		650'	715'	780'	65'	130'
70		700'	770'	840'	70'	140'
75		750'	825'	900'	75'	150'
80		800'	880'	960'	80'	160'

** Taper lengths have been rounded off.
L=Length of Taper (FT.) W=Width of Offset (FT.)
S=Posted Speed (MPH)

SUGGESTED MAXIMUM SPACING OF CHANNELIZING DEVICES AND MINIMUM DESIRABLE TAPER LENGTHS



1. Opposing Traffic Lane Dividers (OTLD) are delineation devices designed to convert a normal one-way roadway section to two-way operation. OTLD's are used on temporary centerlines. The upward and downward arrows on the sign's face indicate the direction of traffic on either side of the divider. The base is secured to the pavement with an adhesive or rubber weight to minimize movement caused by a vehicle impact or wind gust.
2. The OTLD may be used in combination with 42" cones or VPs.
3. Spacing between the OTLD shall not exceed 500 feet. 42" cones or VPs placed between the OTLD's should not exceed 100 foot spacing.
4. The OTLD shall be orange with a black non-reflective legend. Sheeting for the OTLD shall be retroreflective Type B_{FL} or Type C_{FL} conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.

OPPOSING TRAFFIC LANE DIVIDERS (OTLD)

SHEET 9 OF 12

Texas Department of Transportation | Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(9)-14

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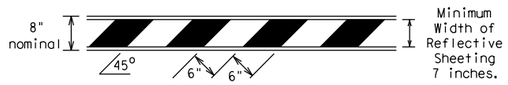
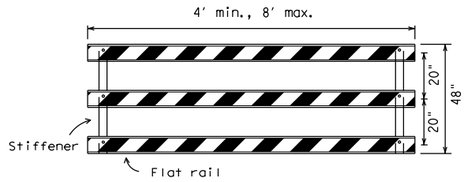
TYPE 3 BARRICADES

1. Refer to the Compliant Work Zone Traffic Control Devices List (CWZTCD) for details of the Type 3 Barricades and a list of all materials used in the construction of Type 3 Barricades.
2. Type 3 Barricades shall be used at each end of construction projects closed to all traffic.
3. Barricades extending across a roadway should have stripes that slope downward in the direction toward which traffic must turn in detouring. When both right and left turns are provided, the chevron striping may slope downward in both directions from the center of the barricade. Where no turns are provided at a closed road striping should slope downward in both directions toward the center of roadway.
4. Striping of rails, for the right side of the roadway, should slope downward to the left. For the left side of the roadway, striping should slope downward to the right.
5. Identification markings may be shown only on the back of the barricade rails. The maximum height of letters and/or company logos used for identification shall be 1".
6. Barricades shall not be placed parallel to traffic unless an adequate clear zone is provided.
7. Warning lights shall NOT be installed on barricades.
8. Where barricades require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand is recommended. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight. Sand bags shall not be stacked in a manner that covers any portion of a barricade rails reflective sheeting. Rock, concrete, iron, steel or other solid objects will NOT be permitted. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall not be used for sandbags. Sandbags shall only be placed along or upon the base supports of the device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners.
9. Sheeting for barricades shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300 unless otherwise noted.

Barricades shall NOT be used as a sign support.



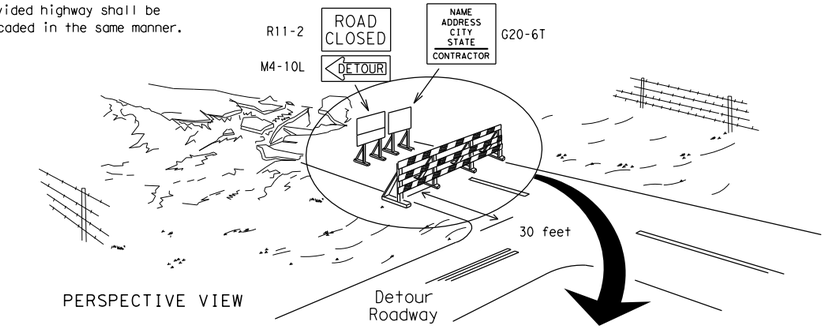
TYPICAL STRIPING DETAIL FOR BARRICADE RAIL



Stiffener may be inside or outside of support, but no more than 2 stiffeners shall be allowed on one barricade.

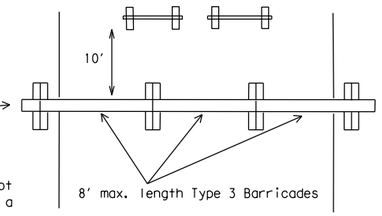
TYPICAL PANEL DETAIL
FOR SKID OR POST TYPE BARRICADES

Each roadway of a divided highway shall be barricaded in the same manner.



PERSPECTIVE VIEW

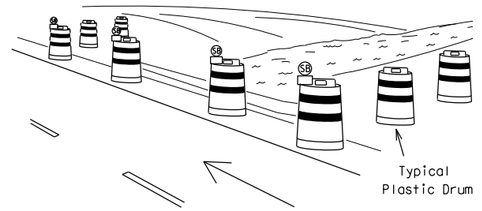
The three rails on Type 3 barricades shall be reflectorized orange and reflective white stripes on one side facing one-way traffic and both sides for two-way traffic.
Barricade striping should slant downward in the direction of detour.



PLAN VIEW

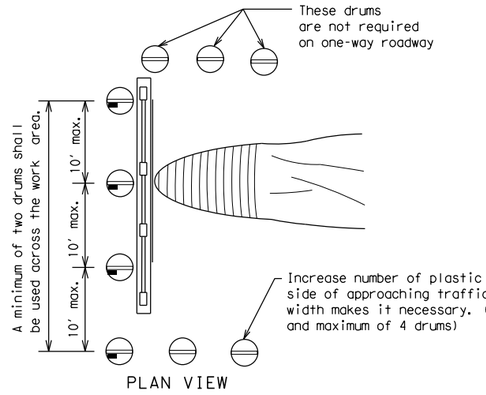
1. Signs should be mounted on independent supports at a 7 foot mounting height in center of roadway. The signs should be a minimum of 10 feet behind Type 3 Barricades.
2. Advance signing shall be as specified elsewhere in the plans.

TYPE 3 BARRICADE (POST AND SKID) TYPICAL APPLICATION



PERSPECTIVE VIEW

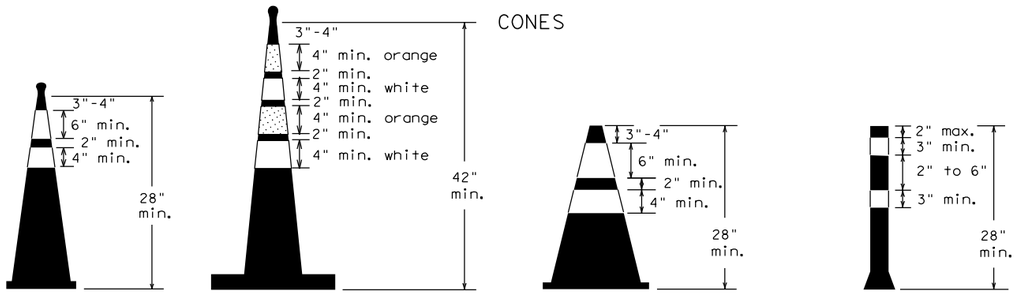
1. Where positive redirectional capability is provided, drums may be omitted.
2. Plastic construction fencing may be used with drums for safety as required in the plans.
3. Vertical Panels on flexible support may be substituted for drums when the shoulder width is less than 4 feet.
4. When the shoulder width is greater than 12 feet, steady-burn lights may be omitted if drums are used.
5. Drums must extend the length of the culvert widening.



PLAN VIEW

LEGEND	
	Plastic drum
	Plastic drum with steady burn light or yellow warning reflector
SB	Steady burn warning light or yellow warning reflector

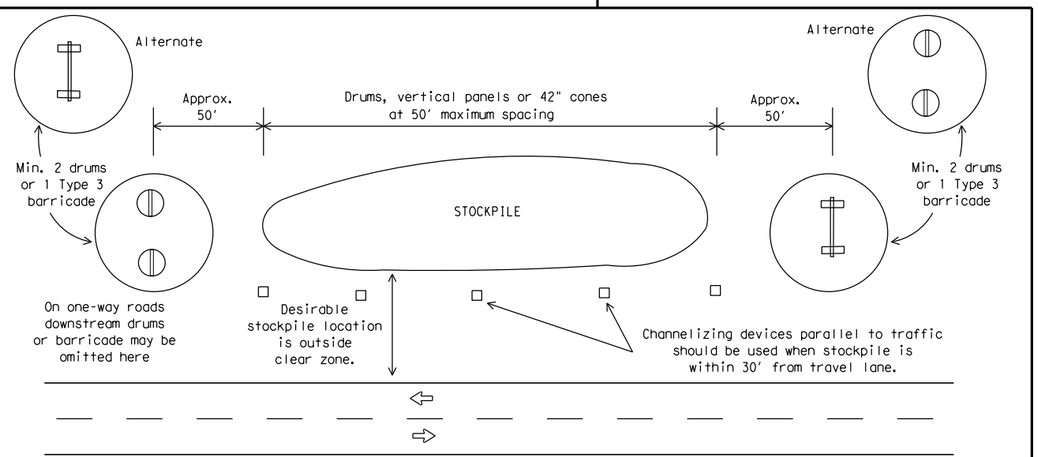
CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS



28" Cones shall have a minimum weight of 9 1/2 lbs.

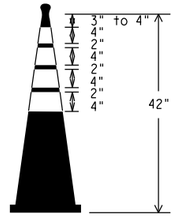
42" 2-piece cones shall have a minimum weight of 30 lbs. including base.

1. Traffic cones and tubular markers shall be predominantly orange, and meet the height and weight requirements shown above.
2. One-piece cones have the body and base of the cone molded in one consolidated unit. Two-piece cones have a cone shaped body and a separate rubber base, or ballast, that is added to keep the device upright and in place.
3. Two-piece cones may have a handle or loop extending up to 8" above the minimum height shown, in order to aid in retrieving the device.
4. Cones or tubular markers used at night shall have white or white and orange reflective bands as shown above. The reflective bands shall have a smooth, sealed outer surface and meet the requirements of Departmental Material Specification DMS-8300 Type A.
5. 28" cones and tubular markers are generally suitable for short duration and short-term stationary work as defined on BC(4). These should not be used for intermediate-term or long-term stationary work unless personnel is on-site to maintain them in their proper upright position.
6. 42" two-piece cones, vertical panels or drums are suitable for all work zone durations.
7. Cones or tubular markers used on each project should be of the same size and shape.



TRAFFIC CONTROL FOR MATERIAL STOCKPILES

THIS DEVICE SHALL NOT BE USED ON PROJECTS LET AFTER MARCH 2014.



EDGELINE CHANNELIZER

1. This device is intended only for use in place of a vertical panel to channelize traffic by indicating the edge of the travel lane. It is not intended to be used in transitions or tapers.
2. This device shall not be used to separate lanes of traffic (opposing or otherwise) or warn of objects.
3. This device is based on a 42 inch, two-piece cone with an alternate striping pattern: four 4 inch retroreflective bands, with an approximate 2 inch gap between bands. The color of the band should correspond to the color of the edgeline (yellow for left edgeline, white for right edgeline) for which the device is substituted or for which it supplements. The reflectorized bands shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300, unless otherwise noted.
4. The base must weigh a minimum of 30 lbs.

Texas Department of Transportation — Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(10)-14

FILE: bc-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS	0914	05	191	NA
9-07 8-14	DIST	COUNTY		SHEET NO.
7-13	AUS	WILLIAMSON		32

DATE: 7/30/2018 2:29:51 PM
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WORK ZONE PAVEMENT MARKINGS

GENERAL

1. The Contractor shall be responsible for maintaining work zone and existing pavement markings, in accordance with the standard specifications and special provisions, on all roadways open to traffic within the CSJ limits unless otherwise stated in the plans.
2. Color, patterns and dimensions shall be in conformance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
3. Additional supplemental pavement marking details may be found in the plans or specifications.
4. Pavement markings shall be installed in accordance with the TMUTCD and as shown on the plans.
5. When short term markings are required on the plans, short term markings shall conform with the TMUTCD, the plans and details as shown on the Standard Plan Sheet WZ(STPM).
6. When standard pavement markings are not in place and the roadway is opened to traffic, DO NOT PASS signs shall be erected to mark the beginning of the sections where passing is prohibited and PASS WITH CARE signs at the beginning of sections where passing is permitted.
7. All work zone pavement markings shall be installed in accordance with Item 662, "Work Zone Pavement Markings."

RAISED PAVEMENT MARKERS

1. Raised pavement markers are to be placed according to the patterns on BC(12).
2. All raised pavement markers used for work zone markings shall meet the requirements of Item 672, "RAISED PAVEMENT MARKERS" and Departmental Material Specification DMS-4200 or DMS-4300.

PREFABRICATED PAVEMENT MARKINGS

1. Removable prefabricated pavement markings shall meet the requirements of DMS-8241.
2. Non-removable prefabricated pavement markings (foil back) shall meet the requirements of DMS-8240.

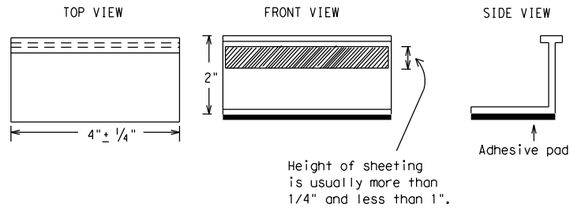
MAINTAINING WORK ZONE PAVEMENT MARKINGS

1. The Contractor will be responsible for maintaining work zone pavement markings within the work limits.
2. Work zone pavement markings shall be inspected in accordance with the frequency and reporting requirements of work zone traffic control device inspections as required by Form 599.
3. The markings should provide a visible reference for a minimum distance of 300 feet during normal daylight hours and 160 feet when illuminated by automobile low-beam headlights at night, unless sight distance is restricted by roadway geometrics.
4. Markings failing to meet this criteria within the first 30 days after placement shall be replaced at the expense of the Contractor as per Specification Item 662.

REMOVAL OF PAVEMENT MARKINGS

1. Pavement markings that are no longer applicable, could create confusion or direct a motorist toward or into the closed portion of the roadway shall be removed or obliterated before the roadway is opened to traffic.
2. The above shall not apply to detours in place for less than three days, where flaggers and/or sufficient channelizing devices are used in lieu of markings to outline the detour route.
3. Pavement markings shall be removed to the fullest extent possible, so as not to leave a discernable marking. This shall be by any method approved by TxDOT Specification Item 677 for "Eliminating Existing Pavement Markings and Markers".
4. The removal of pavement markings may require resurfacing or seal coating portions of the roadway as described in Item 677.
5. Subject to the approval of the Engineer, any method that proves to be successful on a particular type pavement may be used.
6. Blast cleaning may be used but will not be required unless specifically shown in the plans.
7. Over-painting of the markings SHALL NOT BE permitted.
8. Removal of raised pavement markers shall be as directed by the Engineer.
9. Removal of existing pavement markings and markers will be paid for directly in accordance with Item 677, "ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS," unless otherwise stated in the plans.
10. Black-out marking tape may be used to cover conflicting existing markings for periods less than two weeks when approved by the Engineer.

Temporary Flexible-Reflective Roadway Marker Tabs



STAPLES OR NAILS SHALL NOT BE USED TO SECURE TEMPORARY FLEXIBLE-REFLECTIVE ROADWAY MARKER TABS TO THE PAVEMENT SURFACE

1. Temporary flexible-reflective roadway marker tabs used as guidemarks shall meet the requirements of DMS-8242.
2. Tabs detailed on this sheet are to be inspected and accepted by the Engineer or designated representative. Sampling and testing is not normally required, however at the option of the Engineer, either "A" or "B" below may be imposed to assure quality before placement on the roadway.
   A. Select five (5) or more tabs at random from each lot or shipment and submit to the Construction Division, Materials and Pavement Section to determine specification compliance.
   B. Select five (5) tabs and perform the following test. Affix five (5) tabs at 24 inch intervals on an asphaltic pavement in a straight line. Using a medium size passenger vehicle or pickup, run over the markers with the front and rear tires at a speed of 35 to 40 miles per hour, four (4) times in each direction. No more than one (1) out of the five (5) reflective surfaces shall be lost or displaced as a result of this test.
3. Small design variances may be noted between tab manufacturers.
4. See Standard Sheet WZ(STPM) for tab placement on new pavements. See Standard Sheet TCP(7-1) for tab placement on seal coat work.

RAISED PAVEMENT MARKERS USED AS GUIDEMARKS

1. Raised pavement markers used as guidemarks shall be from the approved product list, and meet the requirements of DMS-4200.
2. All temporary construction raised pavement markers provided on a project shall be of the same manufacturer.
3. Adhesive for guidemarks shall be bituminous material hot applied or butyl rubber pad for all surfaces, or thermoplastic for concrete surfaces.

Guidemarks shall be designated as:
YELLOW - (two amber reflective surfaces with yellow body).
WHITE - (one silver reflective surface with white body).

DEPARTMENTAL MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
TRAFFIC BUTTONS	DMS-4300
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240
TEMPORARY REMOVABLE, PREFABRICATED PAVEMENT MARKINGS	DMS-8241
TEMPORARY FLEXIBLE, REFLECTIVE ROADWAY MARKER TABS	DMS-8242

A list of prequalified reflective raised pavement markers, non-reflective traffic buttons, roadway marker tabs and other pavement markings can be found at the Material Producer List web address shown on BC(1).

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PAVEMENT MARKINGS

BC(11)-14

FILE: bc-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT February 1998	CONT	SECT	JOB	HIGHWAY
REVISIONS	0914	05	191	NA
2-98 9-07	DIST	COUNTY		SHEET NO.
1-02 7-13	AUS	WILLIAMSON		33
11-02 8-14				

105

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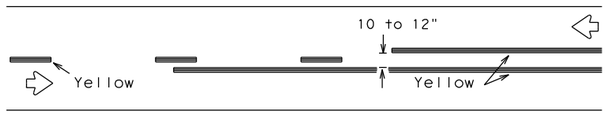
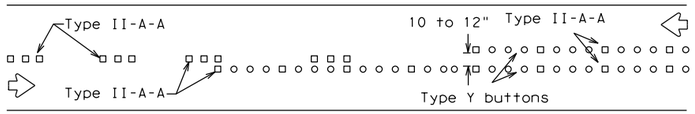
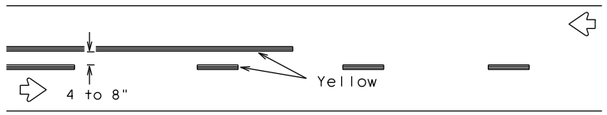
PAVEMENT MARKING PATTERNS



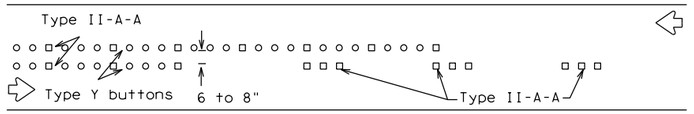
REFLECTORIZED PAVEMENT MARKINGS - PATTERN A



RAISED PAVEMENT MARKERS - PATTERN A



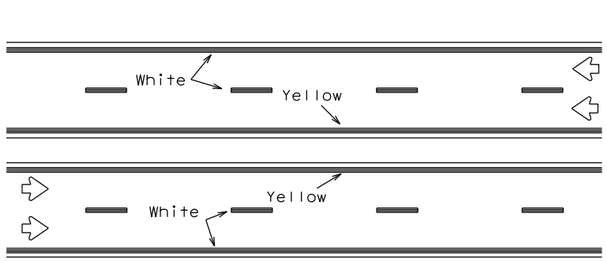
REFLECTORIZED PAVEMENT MARKINGS - PATTERN B



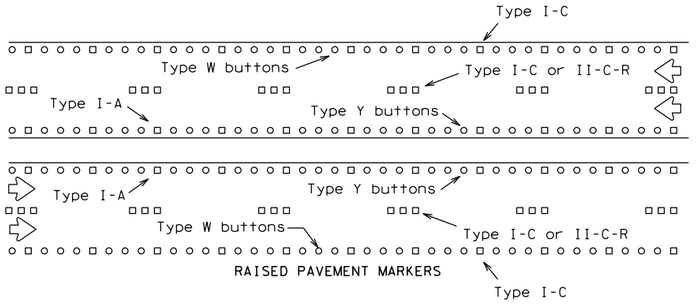
RAISED PAVEMENT MARKERS - PATTERN B

Pattern A is the TXDOT Standard, however Pattern B may be used if approved by the Engineer.
Prefabricated markings may be substituted for reflectorized pavement markings.

CENTER LINE & NO-PASSING ZONE BARRIER LINES FOR TWO-LANE, TWO-WAY HIGHWAYS



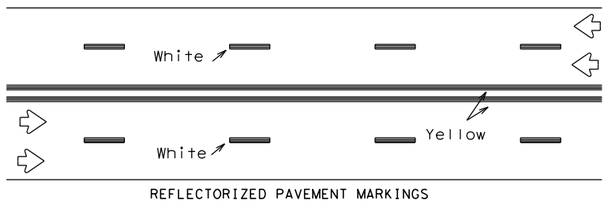
REFLECTORIZED PAVEMENT MARKINGS



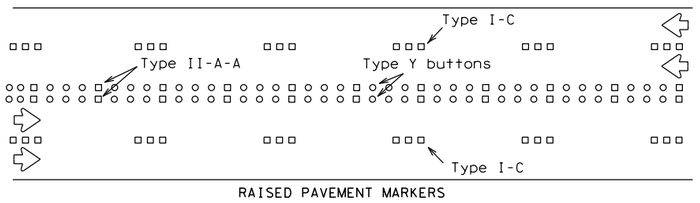
RAISED PAVEMENT MARKERS

Prefabricated markings may be substituted for reflectorized pavement markings.

EDGE & LANE LINES FOR DIVIDED HIGHWAY



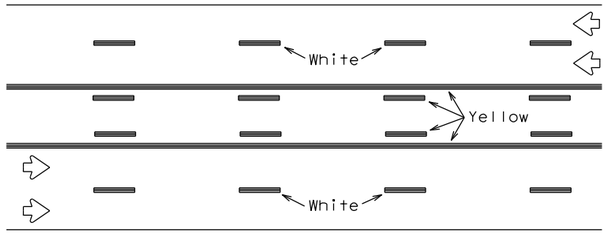
REFLECTORIZED PAVEMENT MARKINGS



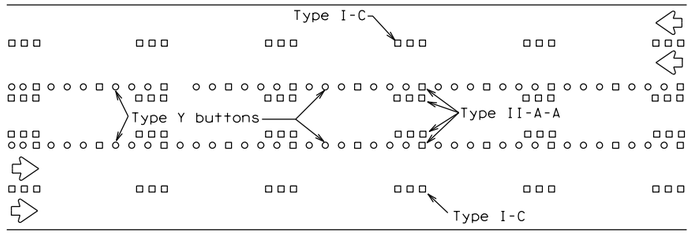
RAISED PAVEMENT MARKERS

Prefabricated markings may be substituted for reflectorized pavement markings.

LANE & CENTER LINES FOR MULTILANE UNDIVIDED HIGHWAYS



REFLECTORIZED PAVEMENT MARKINGS



RAISED PAVEMENT MARKERS

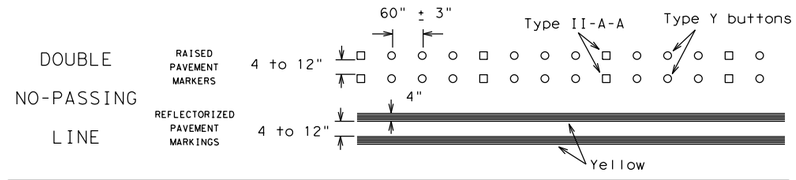
Prefabricated markings may be substituted for reflectorized pavement markings.

TWO-WAY LEFT TURN LANE

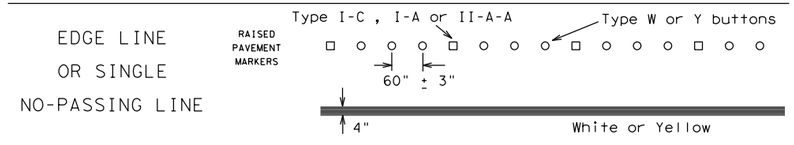
STANDARD WORK ZONE PAVEMENT MARKINGS DETAILS

SOLID LINES

DOUBLE NO-PASSING LINE

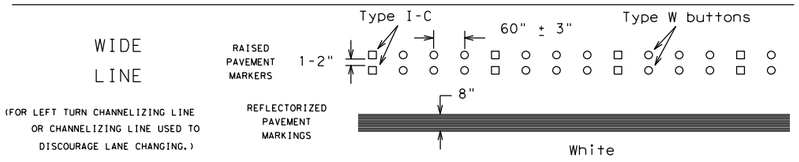


EDGE LINE OR SINGLE NO-PASSING LINE



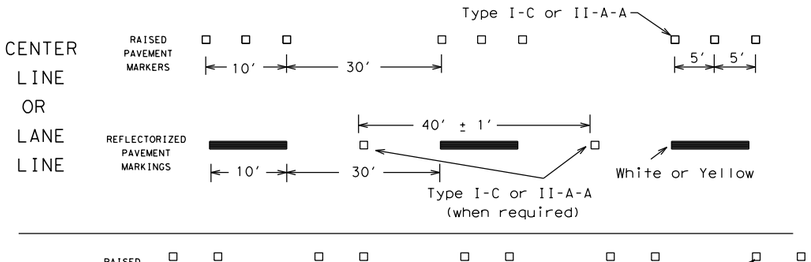
WIDE LINE

(FOR LEFT TURN CHANNELIZING LINE OR CHANNELIZING LINE USED TO DISCOURAGE LANE CHANGING.)

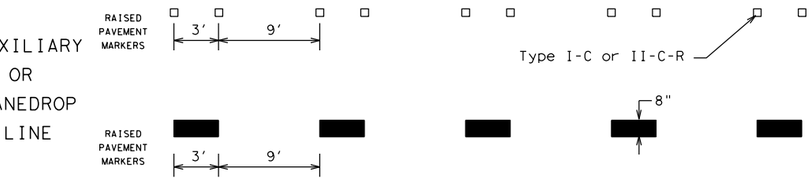


BROKEN LINES

CENTER LINE OR LANE LINE

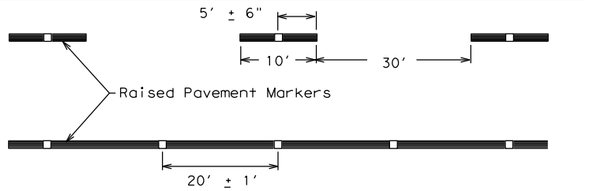


AUXILIARY OR LANEDROP LINE



REMOVABLE MARKINGS WITH RAISED PAVEMENT MARKERS

If raised pavement markers are used to supplement REMOVABLE markings, the markers shall be applied to the top of the tape at the approximate mid length of tape used for broken lines or at 20 foot spacing for solid lines. This allows an easier removal of raised pavement markers and tape.



Centerline only - not to be used on edge lines

Raised pavement markers used as standard pavement markings shall be from the approved products list and meet the requirements of Item 672 "RAISED PAVEMENT MARKERS."

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PAVEMENT MARKING PATTERNS

BC(12)-14

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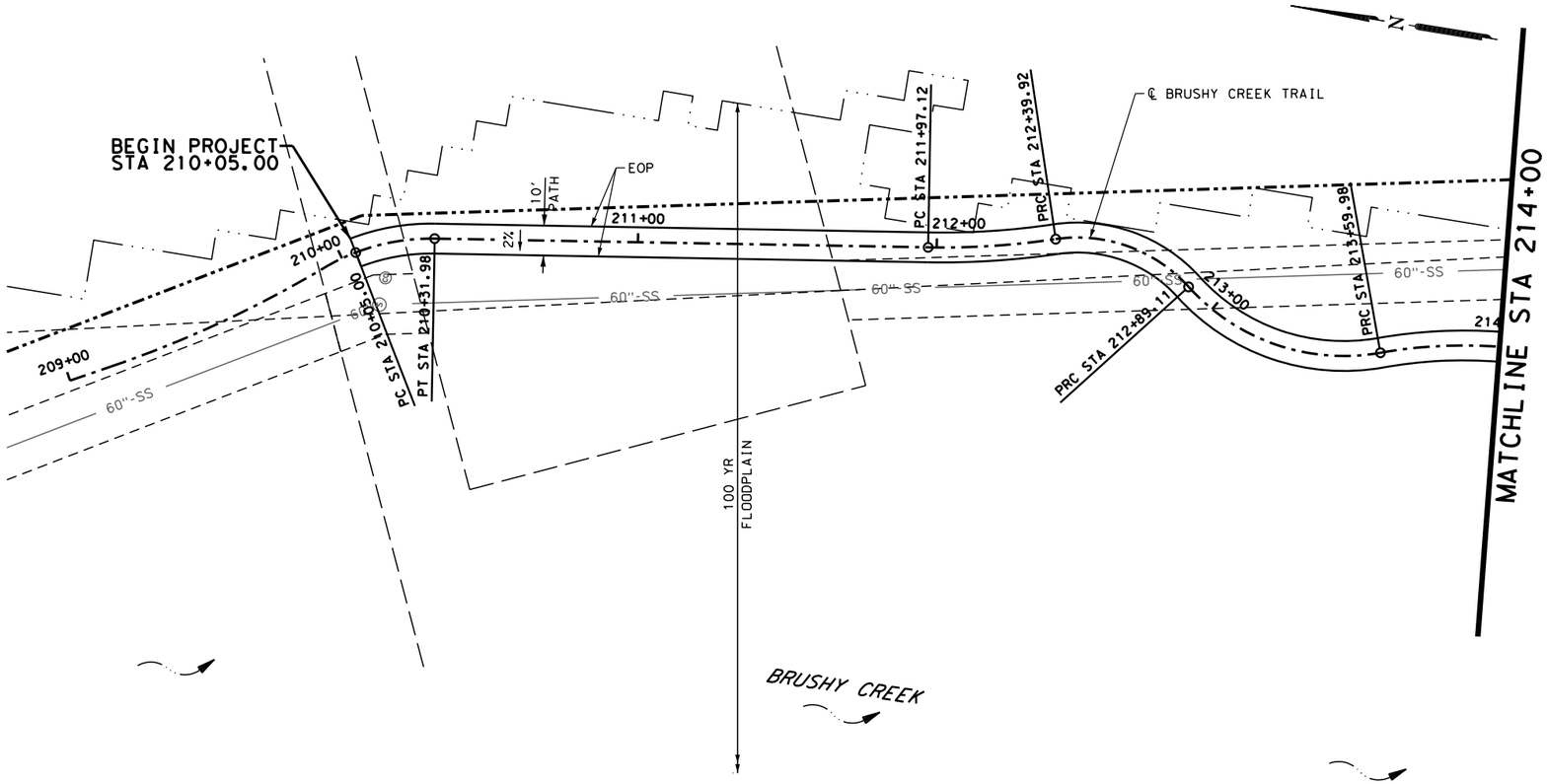
© TxDOT February 1998	CONT	SECT	JOB	HIGHWAY
REVISIONS	0914	05	191	NA
1-97 9-07	DIST	COUNTY		SHEET NO.
2-98 7-13	AUS	WILLIAMSON		34
11-02 8-14				

Plotted on: 8/3/2018

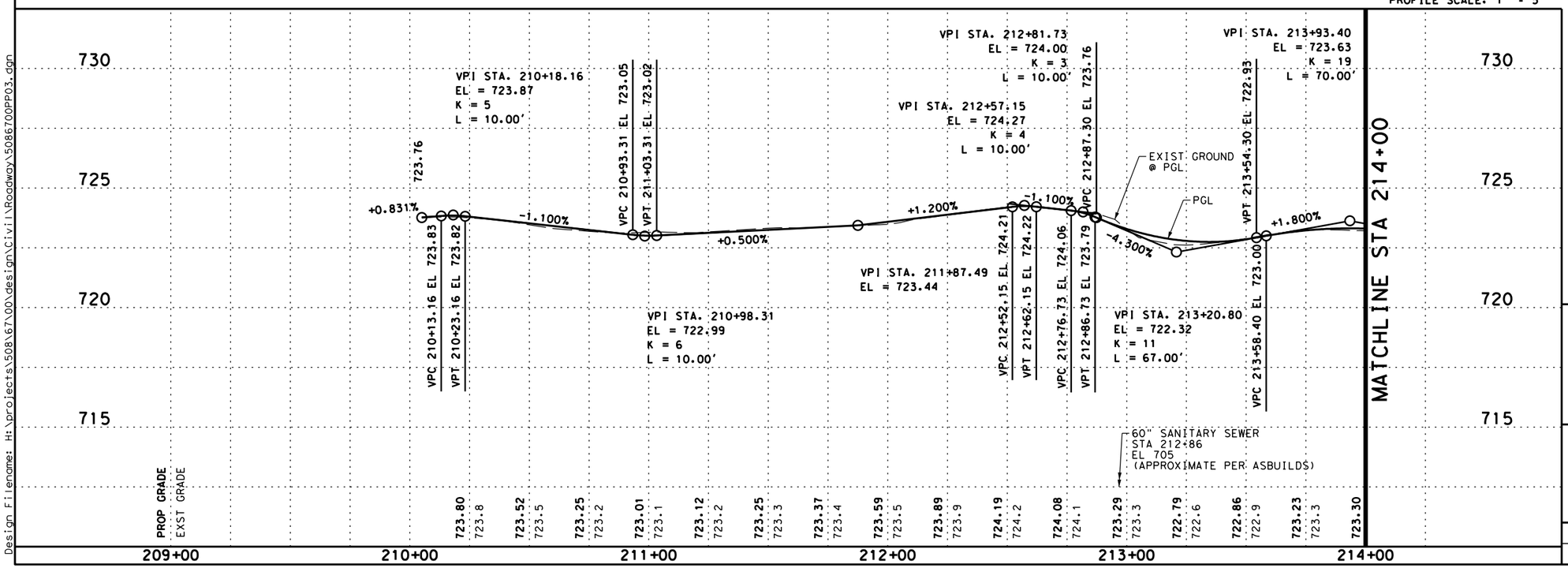
ITEM	DESC	DESCRIPTION	UNIT	QTY
0100	6002	PREPARING ROW	STA	4
0110	6001	EXCAVATION (ROADWAY)	CY	69
0161	6014	COMPOST MANUF TOPSOIL (BOS OR PB) (4")	SY	268
0164	6037	DRILL SEEDING (PERM) (URBAN) (SANDY)	SY	268
0168	6001	VEGETATIVE WATERING	MG	4.50
0169	6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	SY	268
0531	6001	CONC SIDEWALKS (4")	SY	439



LEGEND

- LIMITS OF CONSTRUCTION
- PROPERTY LINE
- EASEMENT LINE
- 100 YR FLOODPLAIN LIMIT
- CREEK FLOW DIRECTION
- TREE

PLAN SCALE: 1" = 50'
PROFILE SCALE: 1" = 5'



DESIGN

STATE OF TEXAS
HEATHER McNEAL
114428
LICENSED PROFESSIONAL ENGINEER

HEATHER McNEAL, P.E. — 8/3/2018 DATE

REVIEW AND APPROVAL

STATE OF TEXAS
JAMES A. LUTZ
84722
LICENSED PROFESSIONAL ENGINEER

JAMES A. LUTZ, P.E. — 8/3/2018 DATE

PAPE-DAWSON ENGINEERS
AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS
7800 SHOAL CREEK BLVD, STE 220 W I AUSTIN, TX 78757 I 512.454.8711
TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

BRUSHY CREEK TRAIL

PLAN AND PROFILE (STA 210+05 TO STA 214+00)

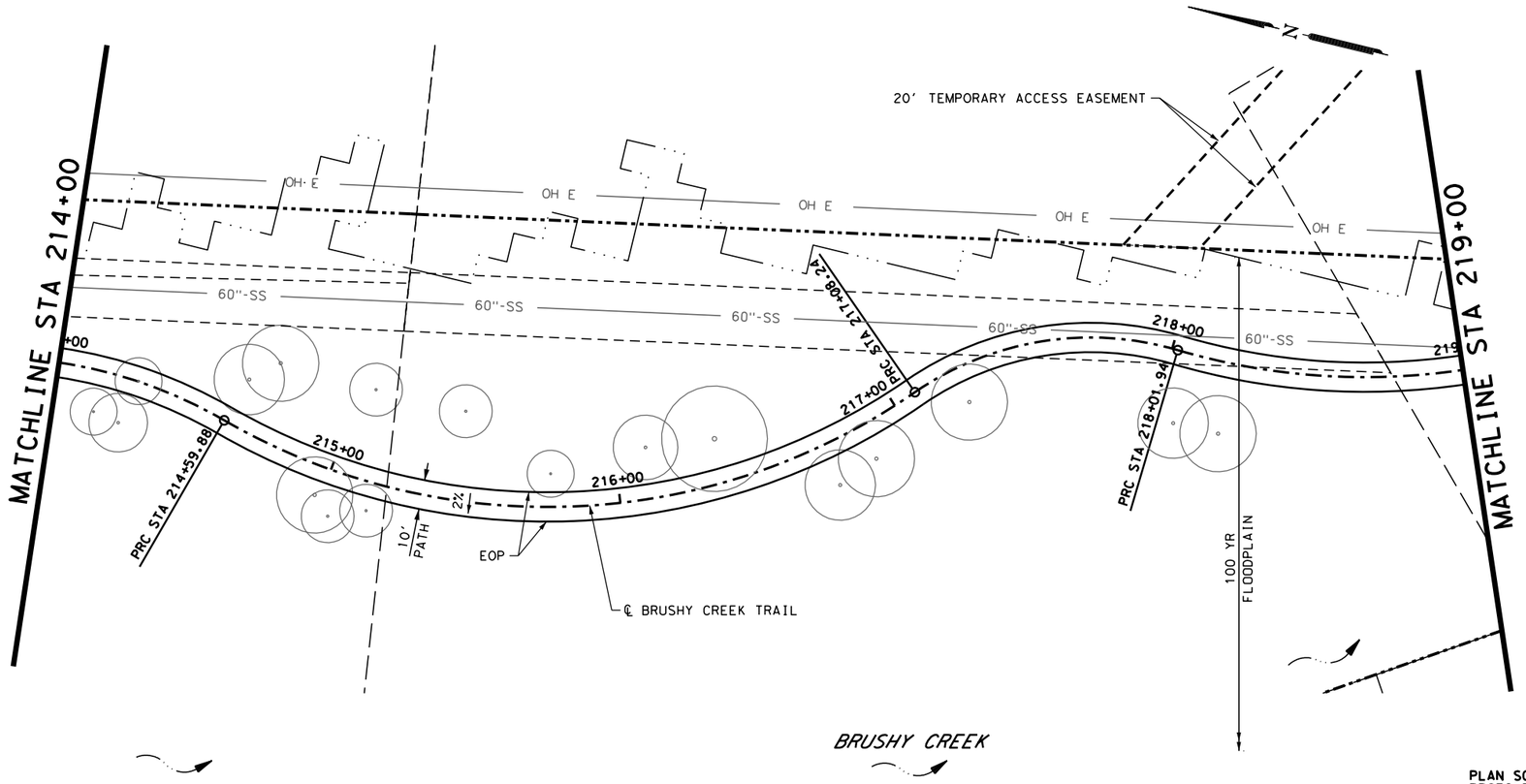
SHEET 1 OF 10

100%SUBMITTAL	PROJECT NO.: STP 1802(205)TP		DATE: 8/3/2018
DRWN.BY: EG	DSGN.BY: EG	CHKD.BY: HM	SHEET NO.: 35

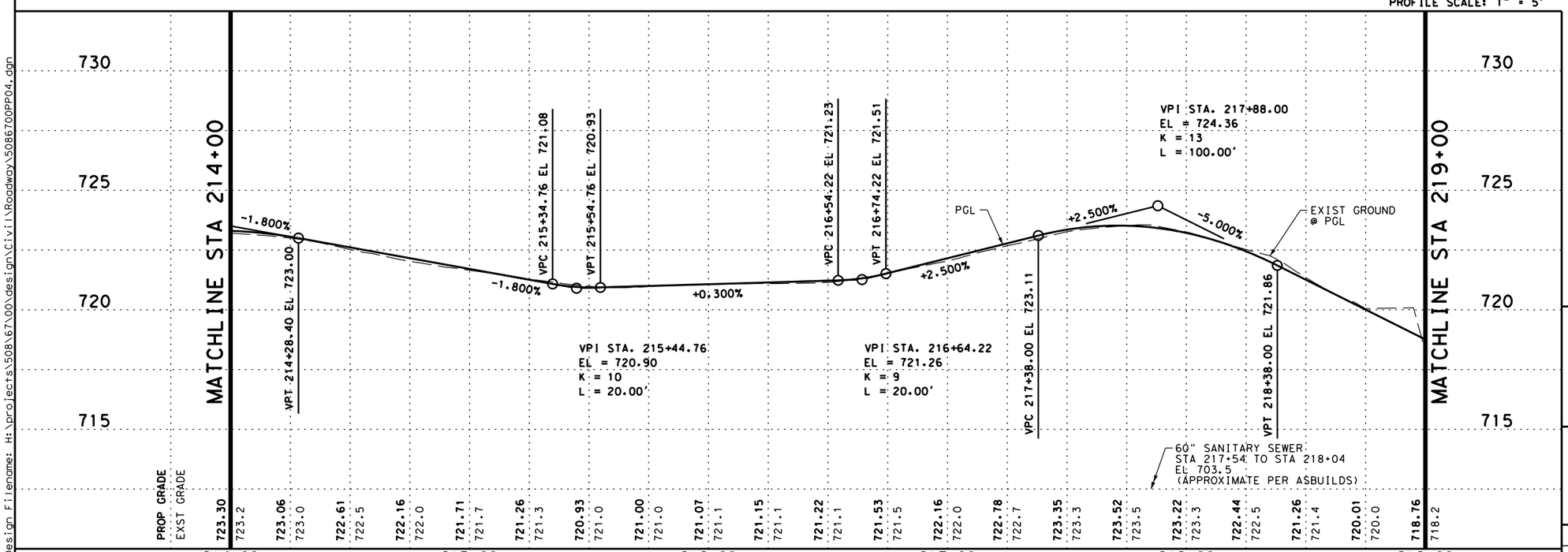
Design Filename: H:\projects\508\67\00\design\Civil\Roadway\5086700PP03.dgn

Plotted on: 8/3/2018

ITEM	DESC	DESCRIPTION	UNIT	QTY
0100	6002	PREPARING ROW	STA	5
0110	6001	EXCAVATION (ROADWAY)	CY	89
0132	6004	EMBANKMENT (FINAL)(DENS CONT)(TY B)	CY	4
0161	6014	COMPOST MANUF TOPSOIL (BOS OR PB) (4")	SY	338
0164	6037	DRILL SEEDING (PERM) (URBAN) (SANDY)	SY	338
0168	6001	VEGETATIVE WATERING	MG	5.70
0169	6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	SY	338
0531	6001	CONC SIDEWALKS (4")	SY	556



PLAN SCALE: 1" = 50'
PROFILE SCALE: 1" = 5'



LEGEND

- LIMITS OF CONSTRUCTION
- PROPERTY LINE
- EASEMENT LINE
- 100 YR FLOODPLAIN LIMIT
- CREEK FLOW DIRECTION
- TREE

DESIGN

STATE OF TEXAS — HEATHER McNEAL — 114428 — LICENSED PROFESSIONAL ENGINEER

HEATHER McNEAL, P.E. — 8/3/2018 DATE

REVIEW AND APPROVAL

STATE OF TEXAS — JAMES A. LUTZ — 84722 — LICENSED PROFESSIONAL ENGINEER

JAMES A. LUTZ, P.E. — 8/3/2018 DATE

PAPE-DAWSON ENGINEERS

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7800 SHOAL CREEK BLVD, STE 220 W I AUSTIN, TX 78757 I 512.454.8711

TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

BRUSHY CREEK TRAIL

PLAN AND PROFILE (STA 214+00 TO STA 219+00)

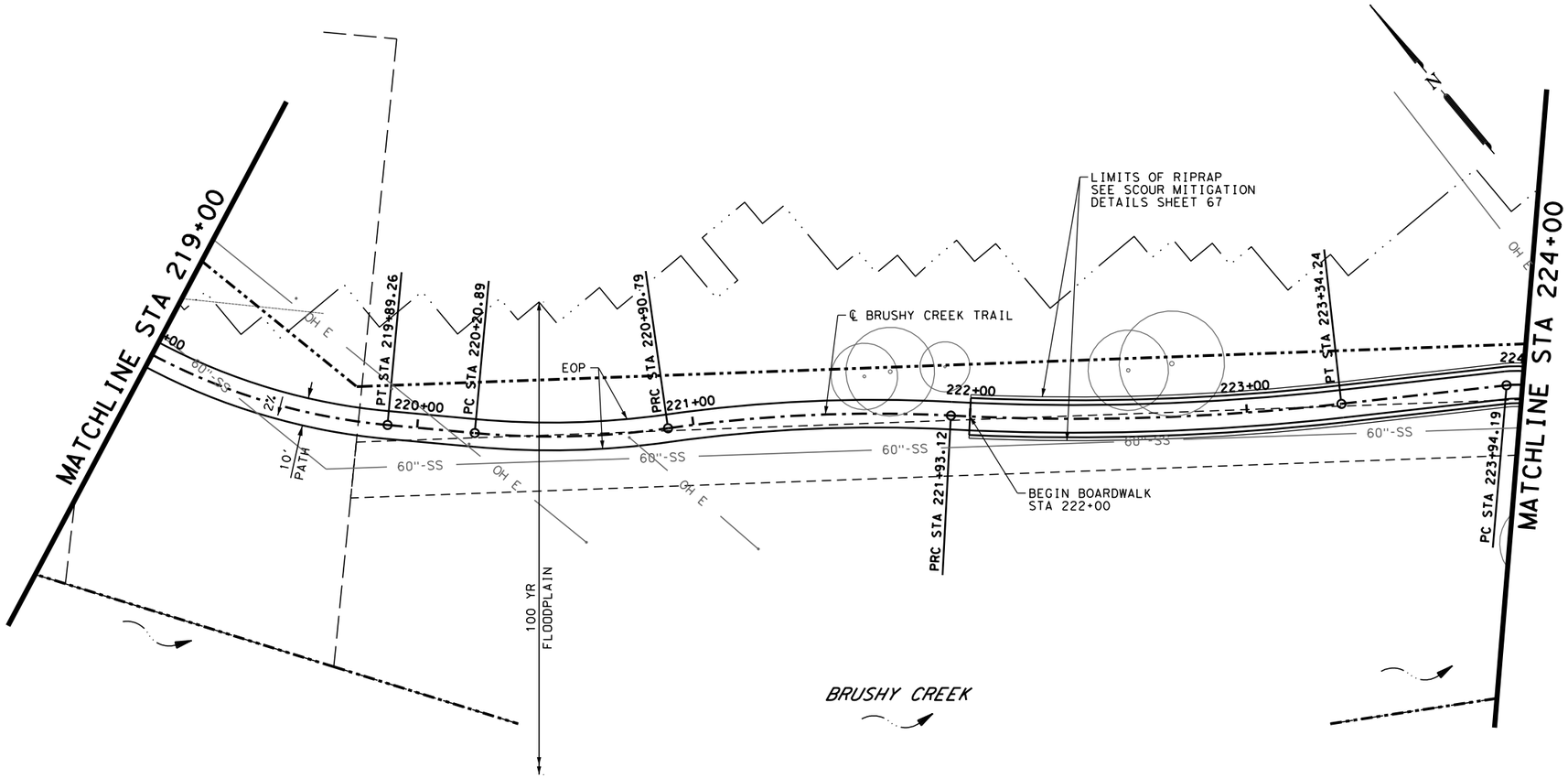
SHEET 2 OF 10

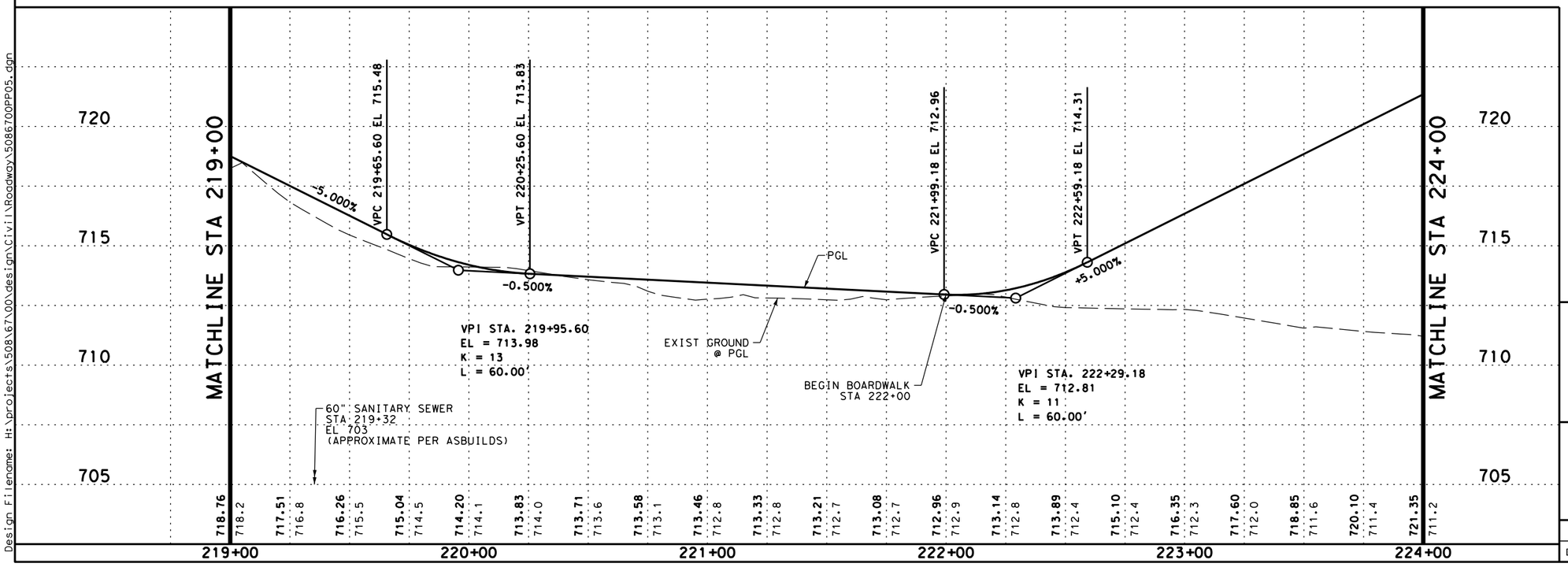
100%SUBMITTAL	PROJECT NO.: STP 1802(205)TP		DATE: 8/3/2018
DRWN.BY: EG	DSGN.BY: EG	CHKD.BY: HM	SHEET NO.: 36

Design Filename: H:\projects\508\67\00\design\Civil\Roadway\5086700PP04.dgn

Plotted on: 8/3/2018

ITEM	DESC	DESCRIPTION	UNIT	QTY
0100	6002	PREPARING ROW	STA	5
0110	6001	EXCAVATION (ROADWAY)	CY	28
0132	6004	EMBANKMENT (FINAL)(DENS CONT)(TY B)	CY	40
0161	6014	COMPOST MANUF TOPSOIL (BOS OR PB) (4")	SY	394
0164	6037	DRILL SEEDING (PERM) (URBAN) (SANDY)	SY	394
0168	6001	VEGETATIVE WATERING	MG	6.62
0169	6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	SY	394
0432	6022	RIPRAP (STONE COMMON)(DRY)(6 IN)	CY	172
0531	6001	CONC SIDEWALKS (4")	SY	334





LEGEND

- LIMITS OF CONSTRUCTION
- PROPERTY LINE
- EASEMENT LINE
- 100 YR FLOODPLAIN LIMIT
- CREEK FLOW DIRECTION
- TREE

DESIGN

STATE OF TEXAS — HEATHER McNEAL — 114428 — LICENSED PROFESSIONAL ENGINEER

HEATHER McNEAL, P.E. — 8/3/2018 DATE

REVIEW AND APPROVAL

STATE OF TEXAS — JAMES A. LUTZ — 84722 — LICENSED PROFESSIONAL ENGINEER

JAMES A. LUTZ, P.E. — 8/3/2018 DATE

PAPE-DAWSON ENGINEERS

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TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

BRUSHY CREEK TRAIL

PLAN AND PROFILE (STA 219+00 TO STA 224+00)

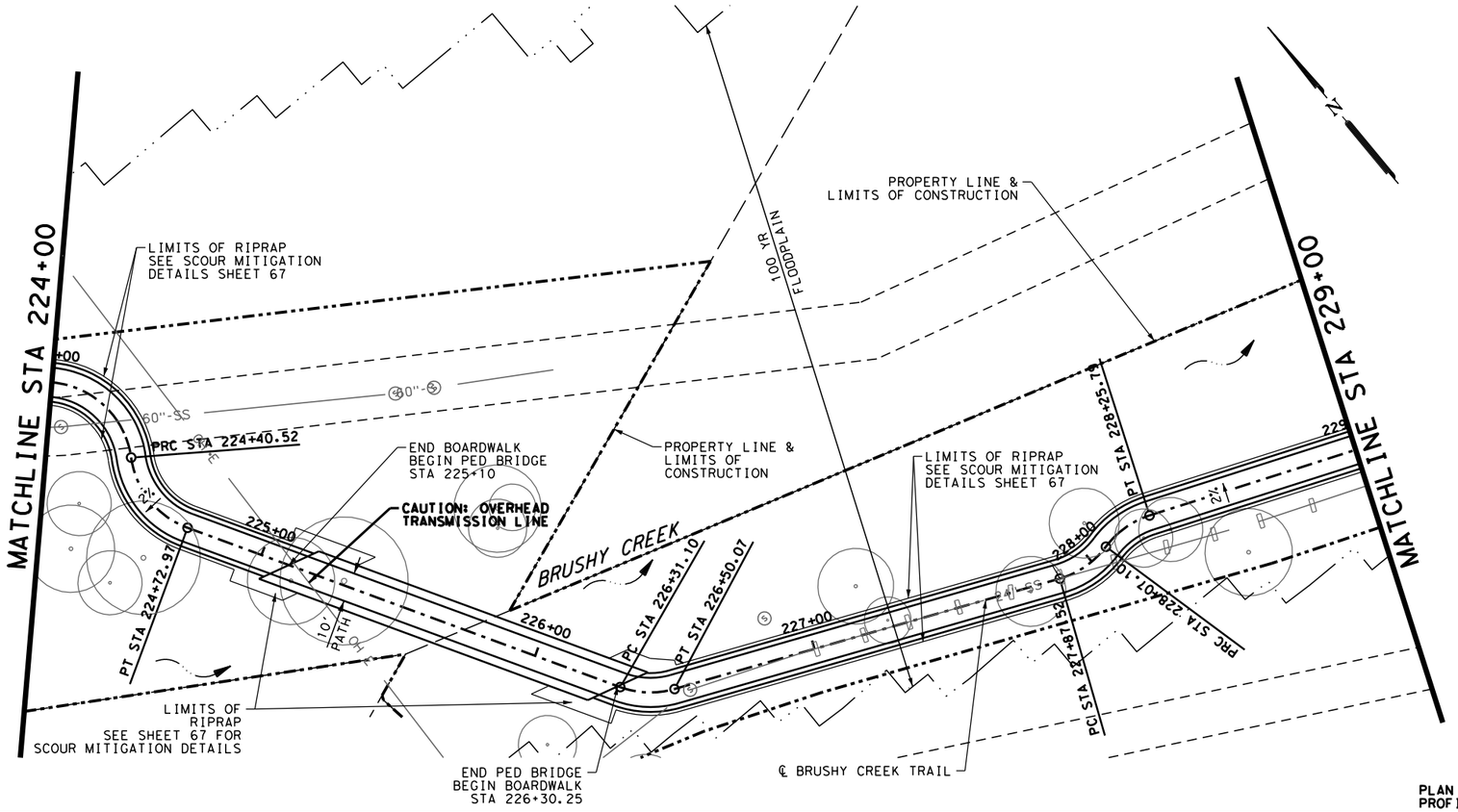
SHEET 3 OF 10

100%SUBMITTAL	PROJECT NO.: STP 1802(205)TP		DATE: 8/3/2018
DRWN.BY: EG	DSGN.BY: EG	CHKD.BY: HM	SHEET NO.: 37

Design Filename: H:\projects\508\67\00\design\Civil\Roadway\5086700PP05.dgn

Plotted on: 8/3/2018

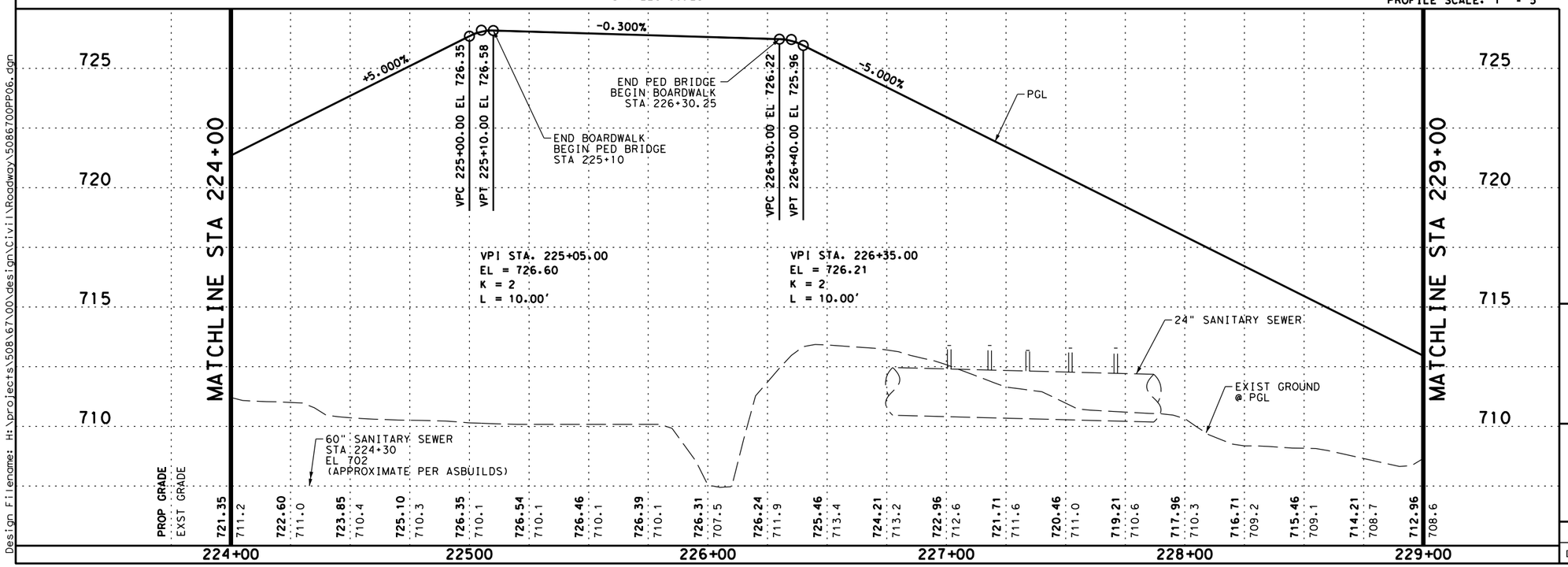
ITEM	DESC	DESCRIPTION	UNIT	QTY
0100	6002	PREPARING ROW	STA	5
0432	6022	RIPRAP (STONE COMMON) (DRY) (6 IN)	CY	327
0432	6025	RIRRAP (STONE COMMON) (DRY) (15 IN)	CY	40



LEGEND

- LIMITS OF CONSTRUCTION
- PROPERTY LINE
- EASEMENT LINE
- 100 YR FLOODPLAIN LIMIT
- CREEK FLOW DIRECTION
- TREE

PLAN SCALE: 1" = 50'
PROFILE SCALE: 1" = 5'



DESIGN

STATE OF TEXAS
HEATHER McNEAL
114428
LICENSED PROFESSIONAL ENGINEER

HEATHER McNEAL, P.E. — 8/3/2018 DATE

REVIEW AND APPROVAL

STATE OF TEXAS
JAMES A. LUTZ
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JAMES A. LUTZ, P.E. — 8/3/2018 DATE

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BRUSHY CREEK TRAIL

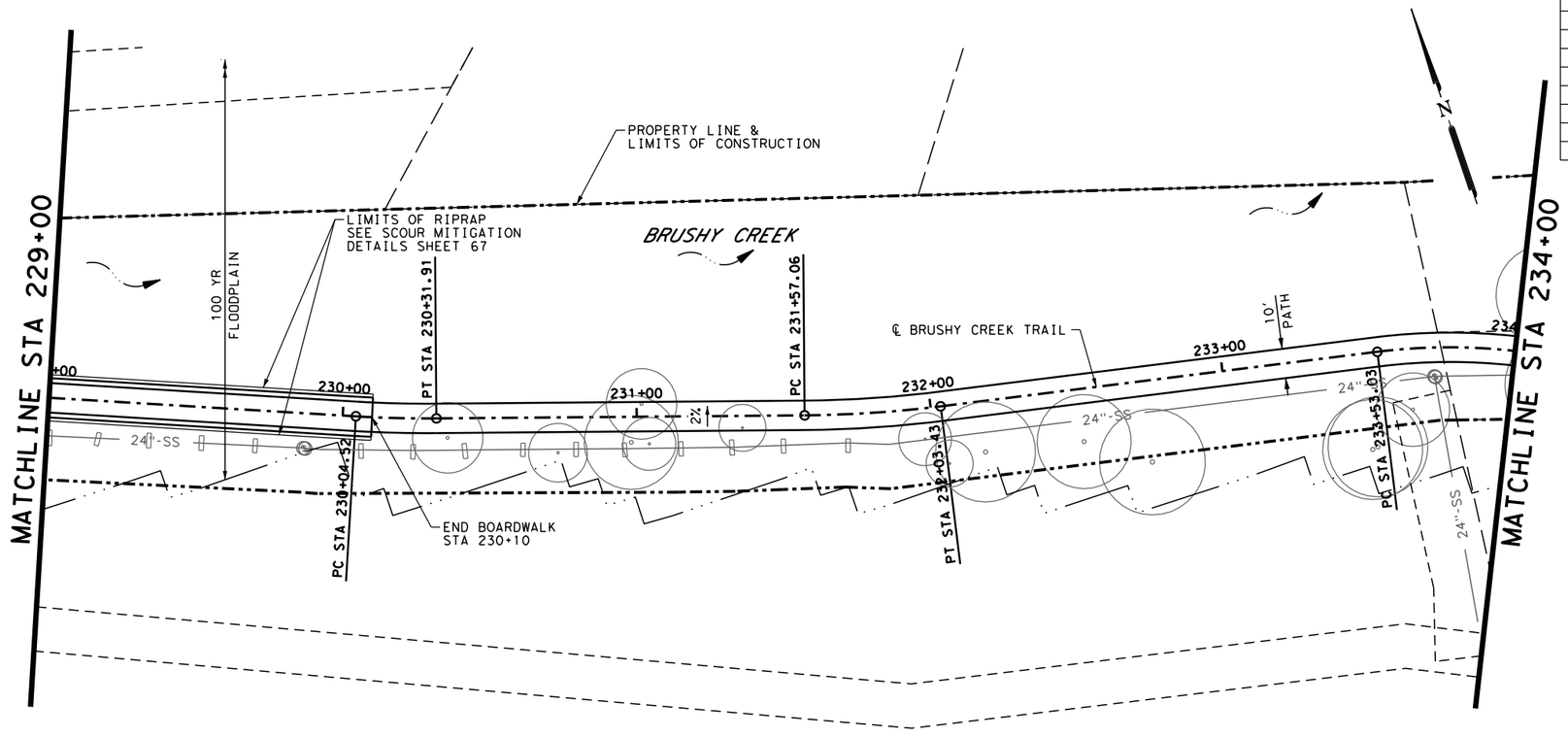
PLAN AND PROFILE (STA 224+00 TO STA 229+00)

SHEET 4 OF 10

100%SUBMITTAL	PROJECT NO.: STP 1802(205)TP		DATE: 8/3/2018
DRWN.BY: EG	DSGN.BY: EG	CHKD.BY: HM	SHEET NO.: 38

Design Filename: H:\projects\508\67\00\design\Civil\Roadway\5086700PP06.dgn

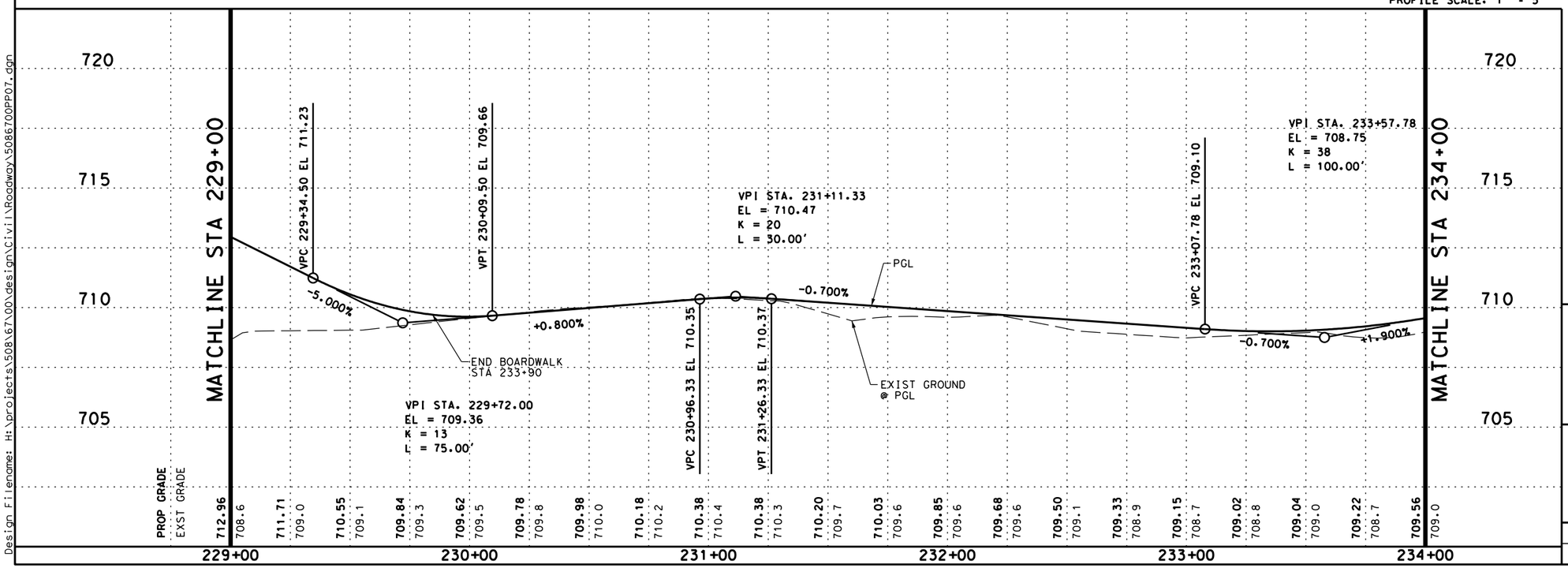
ITEM	DESC	DESCRIPTION	UNIT	QTY
0100	6002	PREPARING ROW	STA	5
0110	6001	EXCAVATION (ROADWAY)	CY	62
0132	6004	EMBANKMENT (FINAL)(DENS CONT)(TY B)	CY	65
0161	6014	COMPOST MANUF TOPSOIL (BOS OR PB) (4")	SY	642
0164	6037	DRILL SEEDING (PERM) (URBAN) (SANDY)	SY	642
0168	6001	VEGETATIVE WATERING	MG	10.81
0169	6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	SY	642
0432	6022	RIPRAP (STONE COMMON)(DRY)(6 IN)	CY	95
0531	6001	CONC SIDEWALKS (4")	SY	434



LEGEND

- LIMITS OF CONSTRUCTION
- PROPERTY LINE
- EASEMENT LINE
- 100 YR FLOODPLAIN LIMIT
- CREEK FLOW DIRECTION
- TREE

PLAN SCALE: 1" = 50'
PROFILE SCALE: 1" = 5'



DESIGN

STATE OF TEXAS — HEATHER McNEAL — 114428 — LICENSED PROFESSIONAL ENGINEER

HEATHER McNEAL, P.E. — 8/3/2018 DATE

REVIEW AND APPROVAL

STATE OF TEXAS — JAMES A. LUTZ — 84722 — LICENSED PROFESSIONAL ENGINEER

JAMES A. LUTZ, P.E. — 8/3/2018 DATE

PAPE-DAWSON ENGINEERS

AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS

7800 SHOAL CREEK BLVD, STE 220 W I AUSTIN, TX 78757 I 512.454.8711

TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

BRUSHY CREEK TRAIL

PLAN AND PROFILE (STA 229+00 TO STA 234+00)

SHEET 5 OF 10

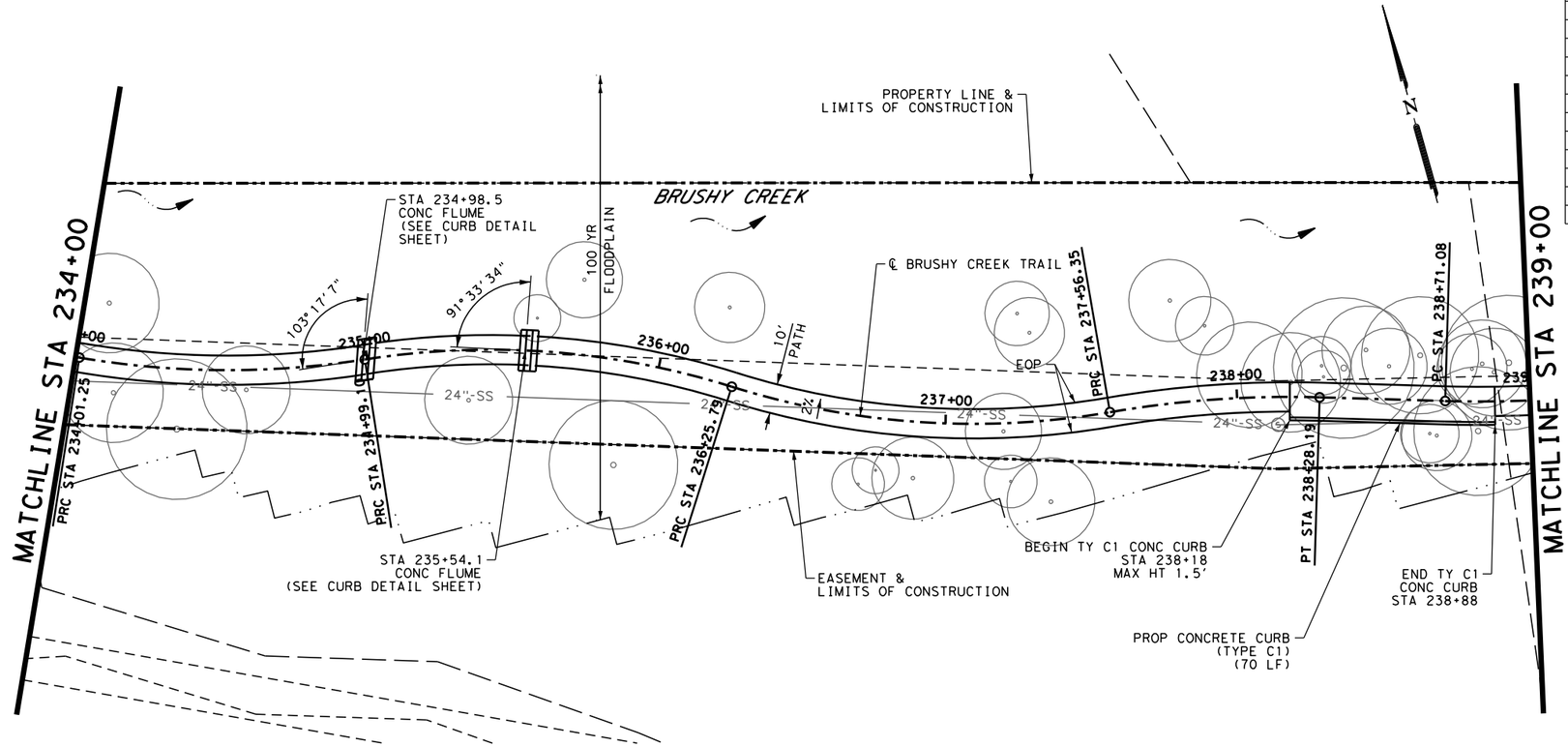
100%SUBMITTAL	PROJECT NO.: STP 1802(205)TP		DATE: 8/3/2018
DRWN.BY: EG	DSGN.BY: EG	CHKD.BY: HM	SHEET NO.: 39

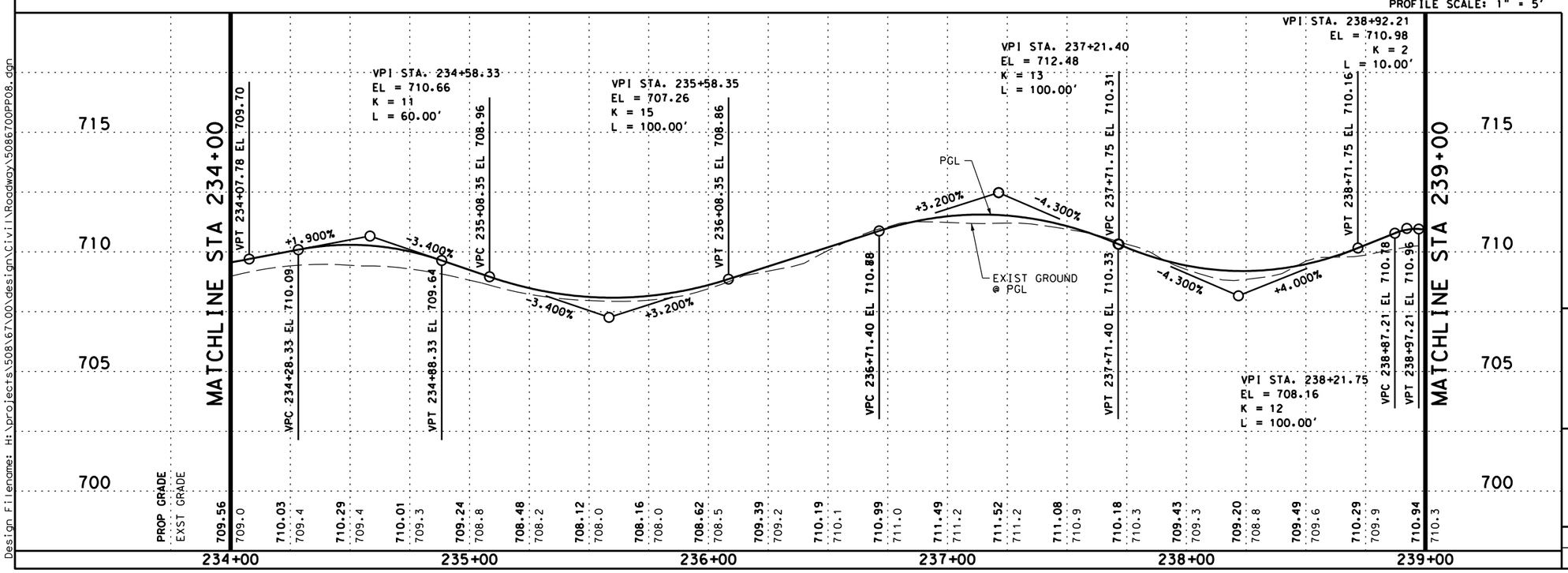
Plotted on: 8/3/2018

Design Filename: H:\projects\508\67\00\design\Civil\Roadway\5086700PP07.dgn

Plotted on: 8/3/2018

ITEM	DESC	DESCRIPTION	UNIT	QTY
0100	6002	PREPARING ROW	STA	5
0110	6001	EXCAVATION (ROADWAY)	CY	104
0132	6004	EMBANKMENT (FINAL)(DENS CONT)(TY B)	CY	176
0161	6014	COMPOST MANUF TOPSOIL (BOS OR PB) (4")	SY	925
0164	6037	DRILL SEEDING (PERM) (URBAN) (SANDY)	SY	925
0168	6001	VEGETATIVE WATERING	MG	15.57
0169	6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	SY	925
0420	6011	CL B CONC (FLUME)	CY	4
0442	6007	STR STEEL (MISC NON - BRIDGE)	LB	1750
0529	6015	CONC CURB (TY C1)	LF	70
0531	6001	CONC SIDEWALKS (4")	SY	529
0531	6003	CONC SIDEWALKS (6")	SY	93





LEGEND

- LIMITS OF CONSTRUCTION
- PROPERTY LINE
- EASEMENT LINE
- 100 YR FLOODPLAIN LIMIT
- CREEK FLOW DIRECTION
- TREE

DESIGN

STATE OF TEXAS — HEATHER McNEAL — 114428 — LICENSED PROFESSIONAL ENGINEER

HEATHER McNEAL, P.E. — 8/3/2018 DATE

REVIEW AND APPROVAL

STATE OF TEXAS — JAMES A. LUTZ — 84722 — LICENSED PROFESSIONAL ENGINEER

JAMES A. LUTZ, P.E. — 8/3/2018 DATE

PAPE-DAWSON ENGINEERS

AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS

7800 SHOAL CREEK BLVD, STE 220 W I AUSTIN, TX 78757 I 512.454.8711

TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

BRUSHY CREEK TRAIL

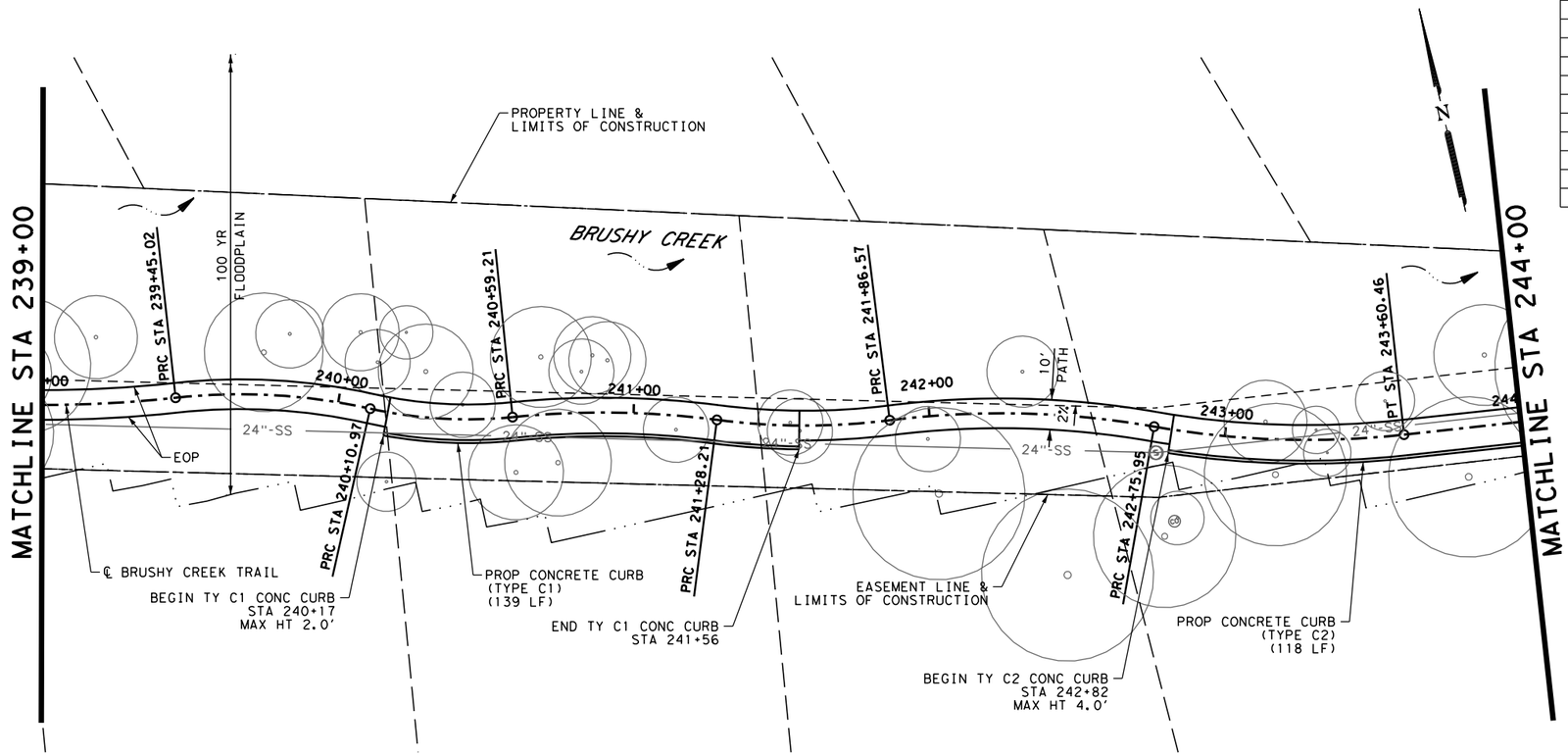
PLAN AND PROFILE (STA 234+00 TO STA 239+00)

SHEET 6 OF 10

100%SUBMITTAL	PROJECT NO.: STP 1802(205)TP		DATE: 8/3/2018
DRWN.BY: EG	DSGN.BY: EG	CHKD.BY: HM	SHEET NO.: 40

Design Filename: H:\projects\508\67\00\design\Civil\Roadway\5086700PP08.dgn

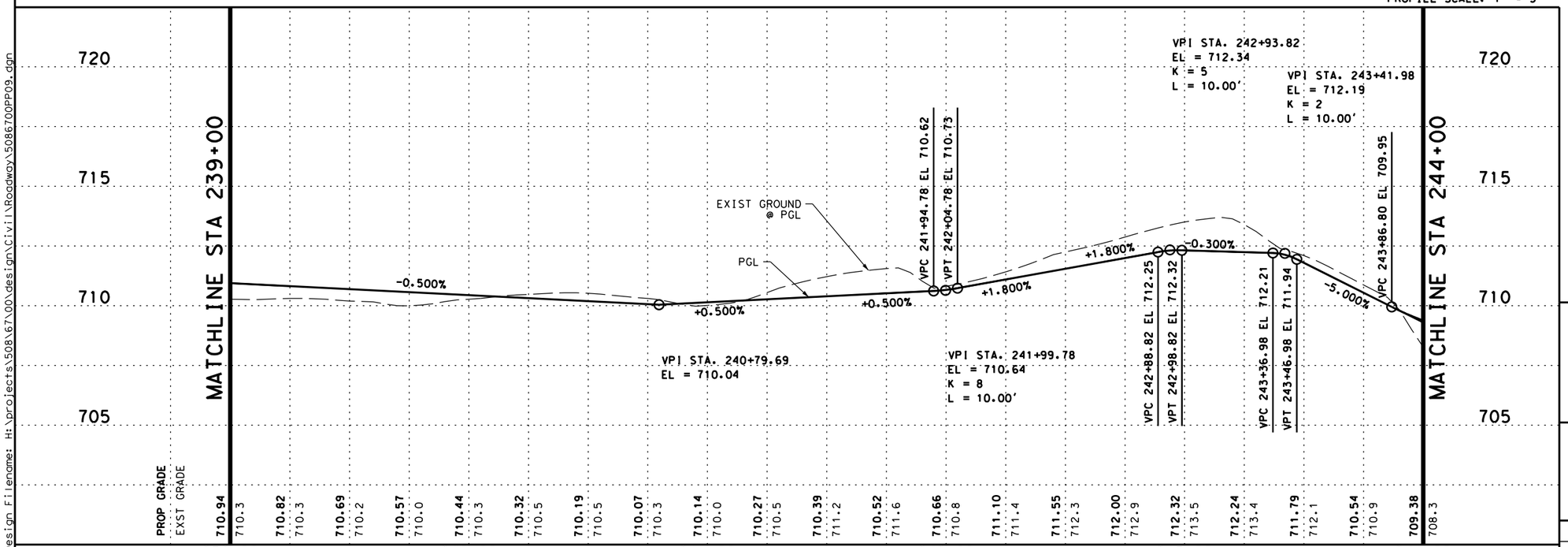
ITEM	DESC	DESCRIPTION	UNIT	QTY
0100	6002	PREPARING ROW	STA	5
0110	6001	EXCAVATION (ROADWAY)	CY	244
0132	6004	EMBANKMENT (FINAL)(DENS CONT)(TY B)	CY	108
0161	6014	COMPOST MANUF TOPSOIL (BOS OR PB) (4")	SY	844
0164	6037	DRILL SEEDING (PERM) (URBAN) (SANDY)	SY	844
0168	6001	VEGETATIVE WATERING	MG	14.20
0169	6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	SY	844
0529	6015	CONC CURB (TY C1)	LF	139
0529	6027	CONC CURB (TY C2)	LF	118
0531	6001	CONC SIDEWALKS (4")	SY	271
0531	6003	CONC SIDEWALKS (6")	SY	343



LEGEND

- LIMITS OF CONSTRUCTION
- PROPERTY LINE
- EASEMENT LINE
- 100 YR FLOODPLAIN LIMIT
- CREEK FLOW DIRECTION
- TREE

PLAN SCALE: 1" = 50'
PROFILE SCALE: 1" = 5'



DESIGN

STATE OF TEXAS — HEATHER McNEAL — 114428 — LICENSED PROFESSIONAL ENGINEER

HEATHER McNEAL, P.E. — 8/3/2018 DATE

REVIEW AND APPROVAL

STATE OF TEXAS — JAMES A. LUTZ — 84722 — LICENSED PROFESSIONAL ENGINEER

JAMES A. LUTZ, P.E. — 8/3/2018 DATE

PAPE-DAWSON ENGINEERS

AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS

7800 SHOAL CREEK BLVD, STE 220 W I AUSTIN, TX 78757 I 512.454.8711

TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

BRUSHY CREEK TRAIL

PLAN AND PROFILE (STA 239+00 TO STA 244+00)

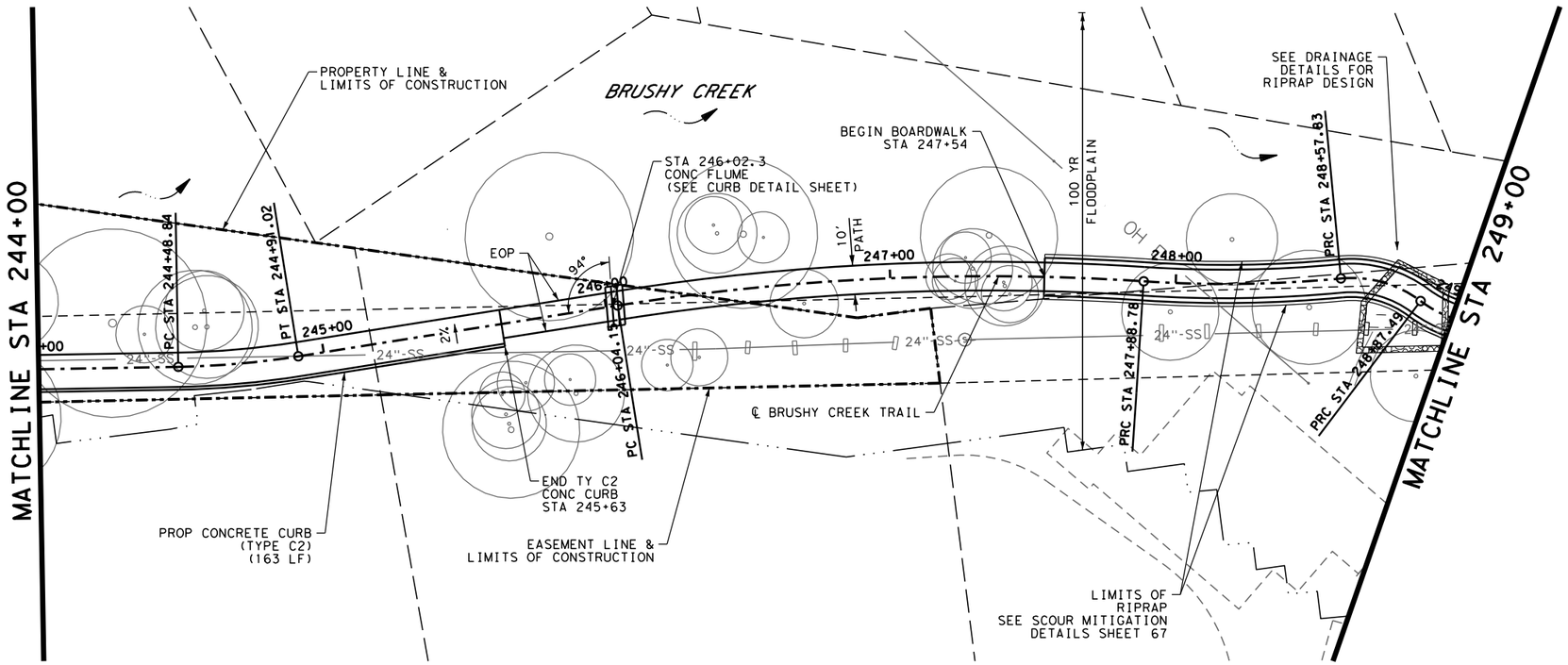
SHEET 7 OF 10

100%SUBMITTAL	PROJECT NO.: STP 1802(205)TP		DATE: 8/3/2018
DRWN.BY: EG	DSGN.BY: EG	CHKD.BY: HM	SHEET NO.: 41

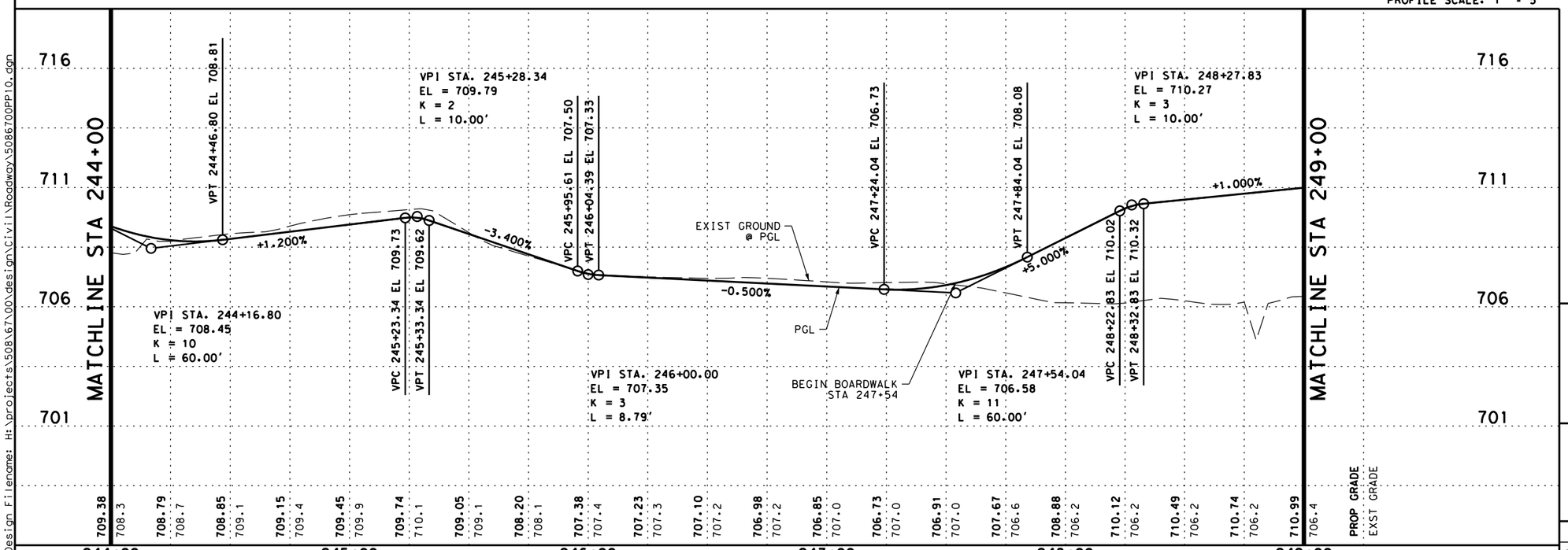
Plotted on: 8/3/2018

Design Filename: H:\projects\508\67\00\design\Civil\Roadway\5086700PP09.dgn

ITEM	DESC	DESCRIPTION	UNIT	QTY
0100	6002	PREPARING ROW	STA	5
0110	6001	EXCAVATION (ROADWAY)	CY	137
0132	6004	EMBANKMENT (FINAL)(DENS CONT)(TY B)	CY	30
0161	6014	COMPOST MANUF TOPSOIL (BOS OR PB) (4")	SY	403
0164	6037	DRILL SEEDING (PERM) (URBAN) (SANDY)	SY	403
0168	6001	VEGETATIVE WATERING	MG	6.79
0169	6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	SY	403
0420	6011	CL B CONC (FLUME)	CY	2
0432	6022	RIPRAP (STONE COMMON)(DRY)(6 IN)	CY	125
0442	6007	STR STEEL (MISC NON - BRIDGE)	LB	875
0529	6027	CONC CURB (TY C2)	LF	163
0531	6001	CONC SIDEWALKS (4")	SY	213
0531	6003	CONC SIDEWALKS (6")	SY	217



PLAN SCALE: 1" = 50'
PROFILE SCALE: 1" = 5'



LEGEND

- LIMITS OF CONSTRUCTION
- PROPERTY LINE
- EASEMENT LINE
- 100 YR FLOODPLAIN LIMIT
- CREEK FLOW DIRECTION
- TREE

DESIGN

STATE OF TEXAS — HEATHER McNEAL — 114428 — LICENSED PROFESSIONAL ENGINEER

HEATHER McNEAL, P.E. — 8/3/2018 DATE

REVIEW AND APPROVAL

STATE OF TEXAS — JAMES A. LUTZ — 84722 — LICENSED PROFESSIONAL ENGINEER

JAMES A. LUTZ, P.E. — 8/3/2018 DATE

PAPE-DAWSON ENGINEERS

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TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

BRUSHY CREEK TRAIL

PLAN AND PROFILE (STA 244+00 TO STA 249+00)

SHEET 8 OF 10

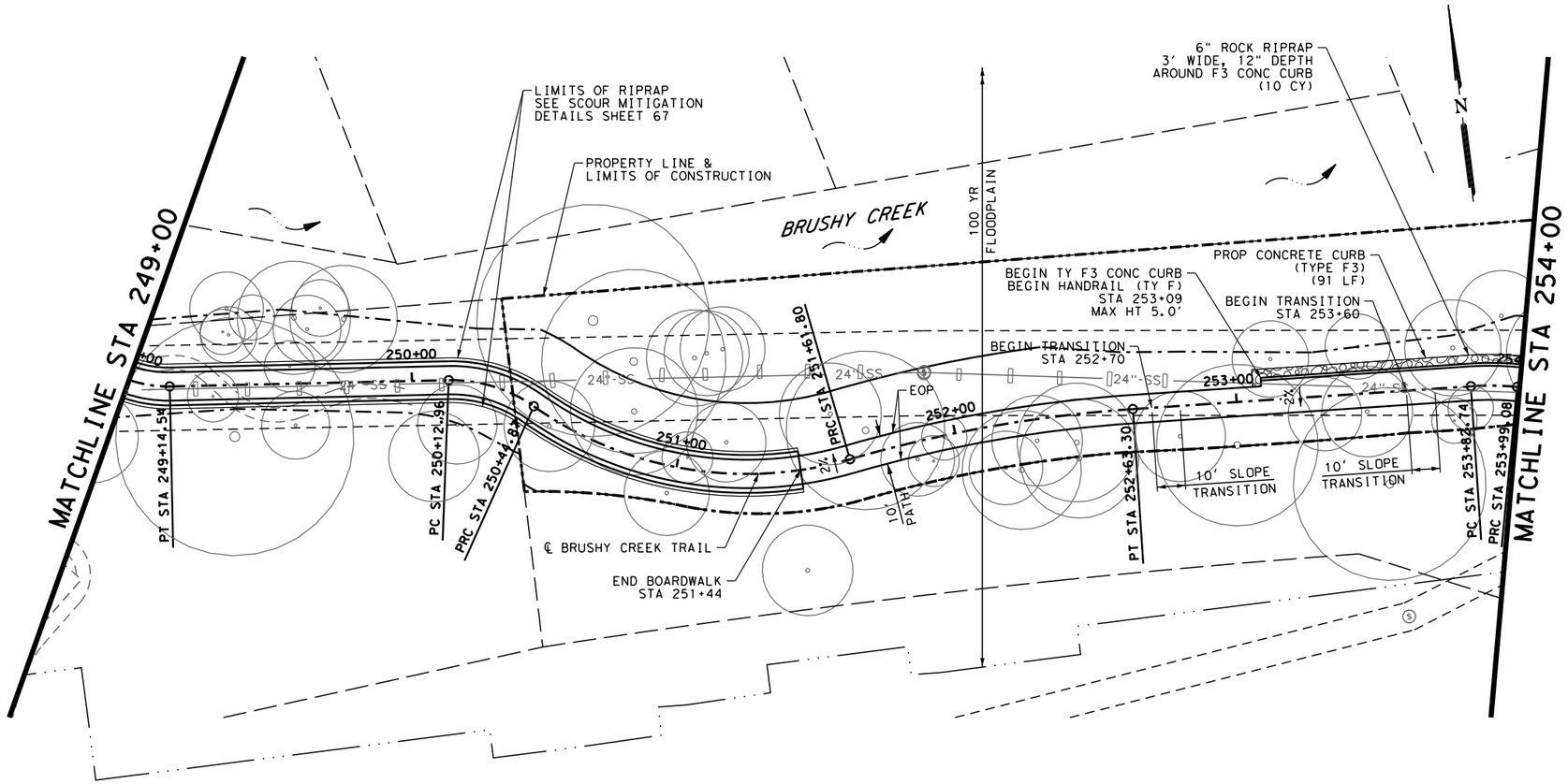
100%SUBMITTAL	PROJECT NO.: STP 1802(205)TP		DATE: 8/3/2018
DRWN.BY: EG	DSGN.BY: EG	CHKD.BY: HM	SHEET NO.: 42

Plotted on: 8/3/2018

Design Filename: H:\projects\508\67\00\design\Civil\Roadway\5086700PP10.dgn

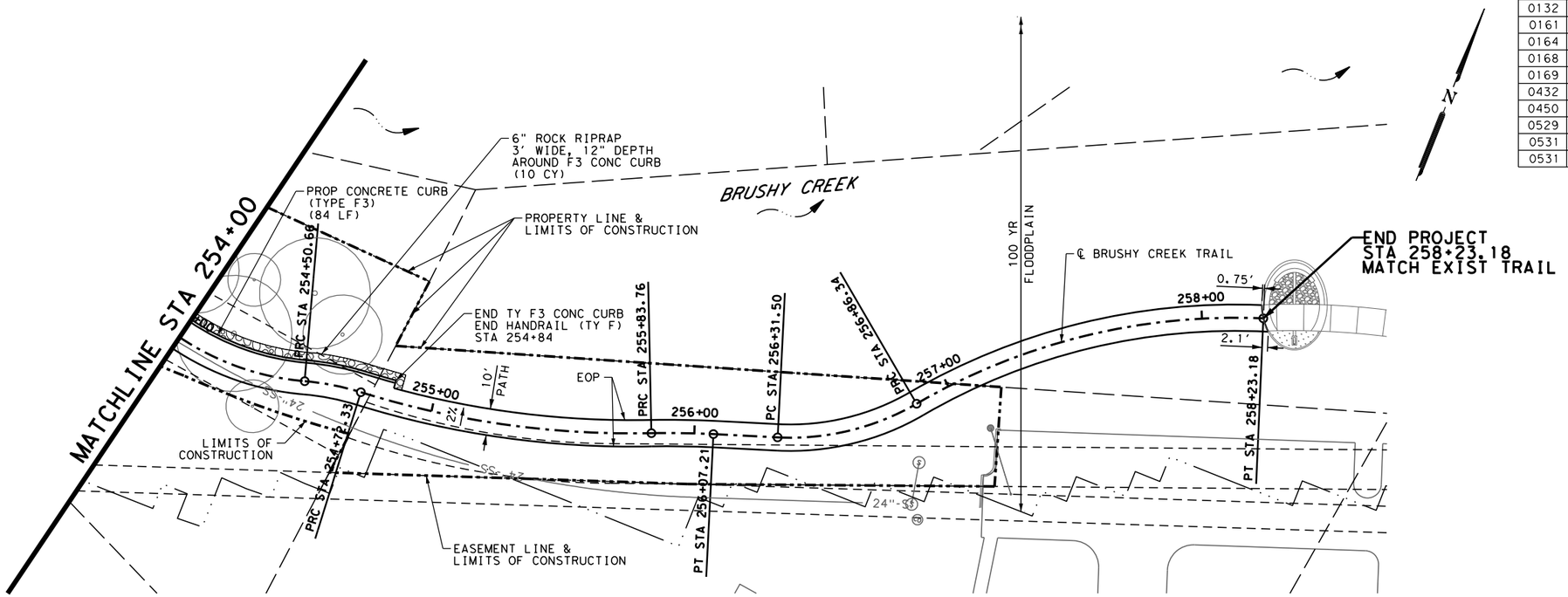
Plotted on: 8/3/2018

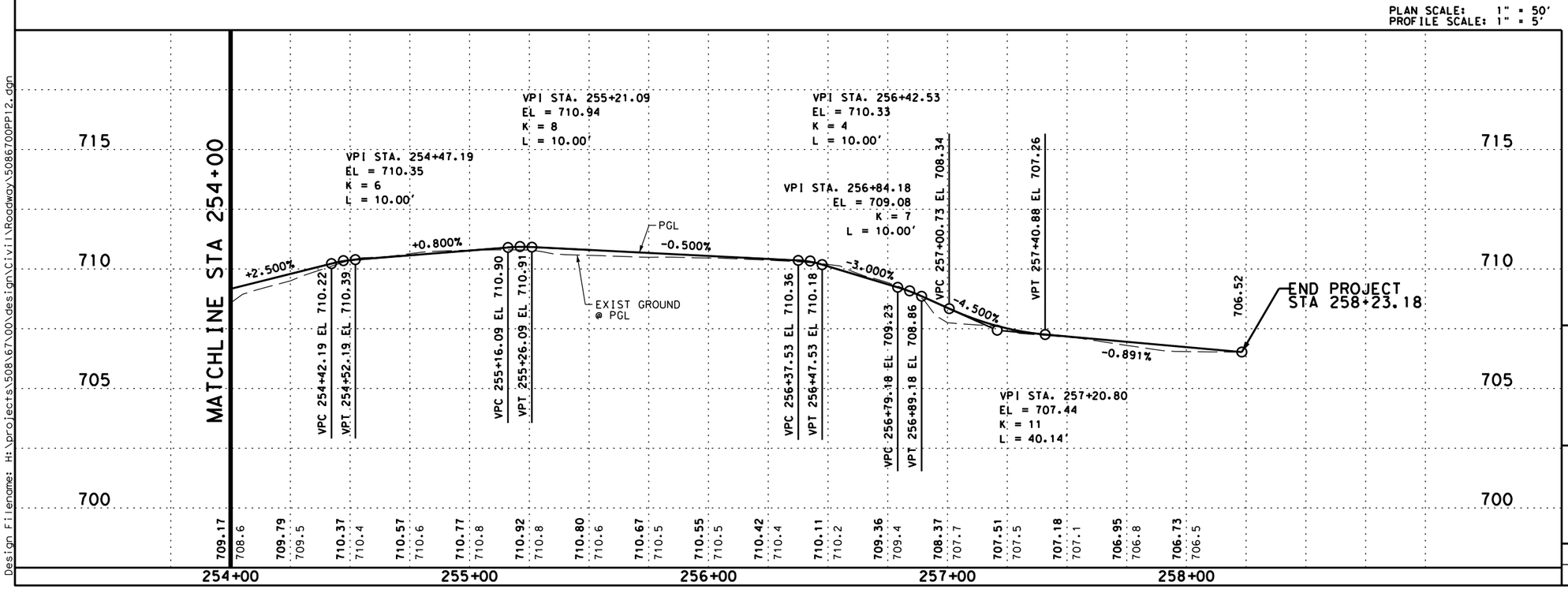
ITEM	DESC	DESCRIPTION	UNIT	QTY
0100	6002	PREPARING ROW	STA	5
0110	6001	EXCAVATION (ROADWAY)	CY	63
0132	6004	EMBANKMENT (FINAL)(DENS CONT)(TY B)	CY	8
0161	6014	COMPOST MANUF TOPSOIL (BOS OR PB) (4")	SY	238
0164	6037	DRILL SEEDING (PERM) (URBAN) (SANDY)	SY	238
0168	6001	VEGETATIVE WATERING	MG	4.00
0169	6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	SY	238
0432	6022	RIPRAP (STONE COMMON)(DRY)(6 IN)	CY	220
0450	6052	RAIL (HANDRAIL)(TY F)	LF	91
0529	6018	CONC CURB (TY F3)	LF	91
0531	6001	CONC SIDEWALKS (4")	SY	183
0531	6003	CONC SIDEWALKS (6")	SY	122


MATCHLINE STA 249+00
MATCHLINE STA 254+00
LIMITS OF RIPRAP
SEE SCOUR MITIGATION
DETAILS SHEET 67
PROPERTY LINE &
LIMITS OF CONSTRUCTION
BRUSHY CREEK
100 YR
FLOODPLAIN
6" ROCK RIPRAP
3' WIDE, 12" DEPTH
AROUND F3 CONC CURB
(10 CY)
N
BEGIN TY F3 CONC CURB
BEGIN HANDRAIL (TY F)
STA 253+09
MAX HT 5.0'
PROP CONCRETE CURB
(TYPE F3)
(91 LF)
BEGIN TRANSITION
STA 253+60
BEGIN TRANSITION
STA 252+70
EOP
PT STA 249+14.54
PC STA 250+12.96
PRC STA 250+44.84
PRC STA 251+61.80
PT STA 252+63.30
PC STA 253+82.74
PRC STA 253+99.08
10' SLOPE
TRANSITION
10' SLOPE
TRANSITION
10' PATH
℄ BRUSHY CREEK TRAIL
END BOARDWALK
STA 251+44
24" SS
24"-SS
24"-SS
24"-

Plotted on: 8/3/2018

ITEM	DESC	DESCRIPTION	UNIT	QTY
0100	6002	PREPARING ROW	STA	5
0110	6001	EXCAVATION (ROADWAY)	CY	83
0132	6004	EMBANKMENT (FINAL)(DENS CONT)(TY B)	CY	19
0161	6014	COMPOST MANUF TOPSOIL (BOS OR PB) (4")	SY	522
0164	6037	DRILL SEEDING (PERM) (URBAN) (SANDY)	SY	522
0168	6001	VEGETATIVE WATERING	MG	8.79
0169	6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	SY	522
0432	6022	RIPRAP (STONE COMMON)(DRY)(6 IN)	CY	10
0450	6052	RAIL (HANDRAIL)(TY F)	LF	84
0529	6018	CONC CURB (TY F3)	LF	84
0531	6001	CONC SIDEWALKS (4")	SY	991
0531	6003	CONC SIDEWALKS (6")	SY	112





LEGEND

- LIMITS OF CONSTRUCTION
- PROPERTY LINE
- EASEMENT LINE
- 100 YR FLOODPLAIN LIMIT
- CREEK FLOW DIRECTION
- TREE

DESIGN

STATE OF TEXAS · HEATHER McNEAL · 114428 · LICENSED PROFESSIONAL ENGINEER

HEATHER McNEAL, P.E. — 8/3/2018 DATE

REVIEW AND APPROVAL

STATE OF TEXAS · JAMES A. LUTZ · 84722 · LICENSED PROFESSIONAL ENGINEER

JAMES A. LUTZ, P.E. — 8/3/2018 DATE

PAPE-DAWSON ENGINEERS

AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS

7800 SHOAL CREEK BLVD, STE 220 W I AUSTIN, TX 78757 I 512.454.8711

TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

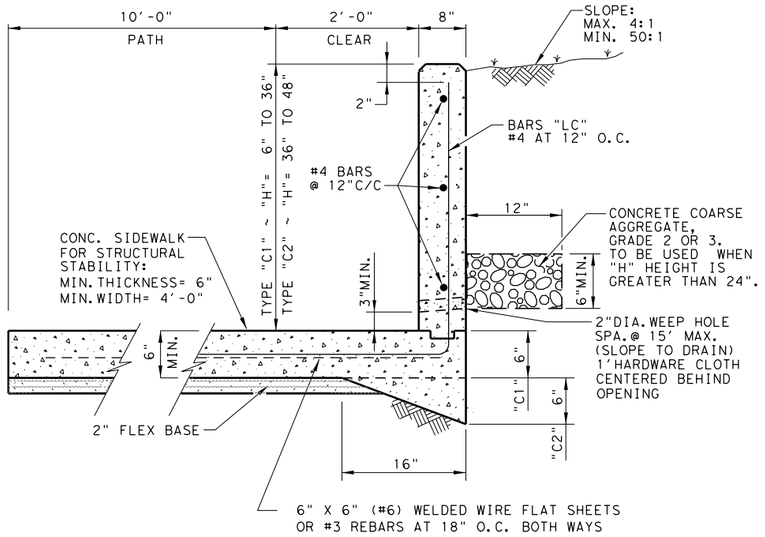
BRUSHY CREEK TRAIL

PLAN AND PROFILE (STA 254+00 TO END PROJECT)

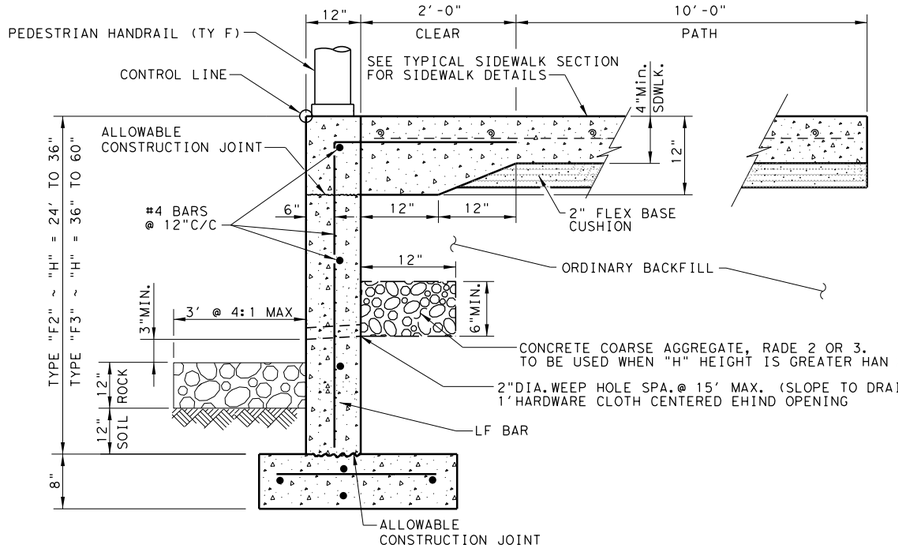
SHEET 10 OF 10

100%SUBMITTAL	PROJECT NO.: STP 1802(205)TP		DATE: 8/3/2018
DRWN.BY: EG	DSGN.BY: EG	CHKD.BY: HM	SHEET NO.: 44

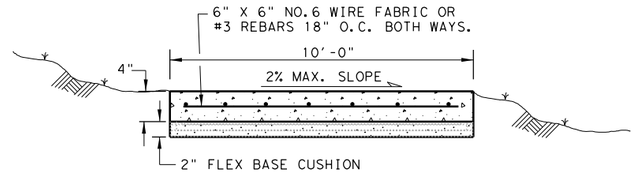
Design Filename: H:\projects\508x67\00\design\Civil\Roadway\5086700PP12.dgn



TYPE "C1" & "C2" CURB



TYPE "F3" CURB ‡

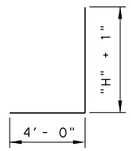


TYPICAL SIDEWALK SECTION

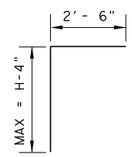
GROOVED JOINTS IN THE SIDE WALK SHALL BE AT A MAX. SPACING OF 10 FT. AND SHALL HAVE 3/4" EXPANSION JOINTS AT A MAX. SPACING OF 60'

GENERAL NOTES:
- All Concrete shall be Class "C".
- All Reinforcing Steel shall be Grade 60.
- ‡ Until the sidewalk is complete, lateral support for the "F" curbs will be required.

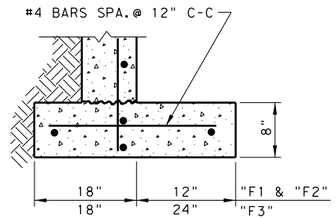
DESIGN SOIL PARAMETERS:
- Soil Unit Wt. = 120 pcf
- Phi = 30 Degrees
- Cohesion = 50 psf
- Min. PI = 15
- Max. PI = 30
- SURCHARGE:
  - TYPE F CURB q = 2' Adjacent to sidewalk
  - Max. slope behind TYPE C Curb = 4:1
  - Min. Factor of Safety against sliding is 1.5.
  - Designed in accordance with current AASHTO Standards and Interim Specifications.



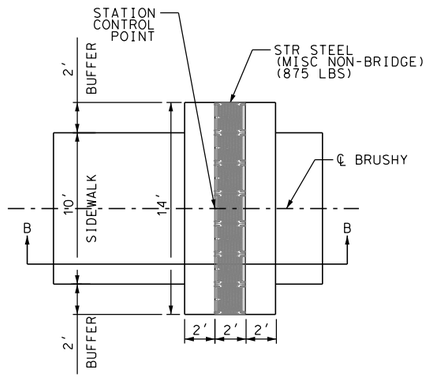
BAR "LC"



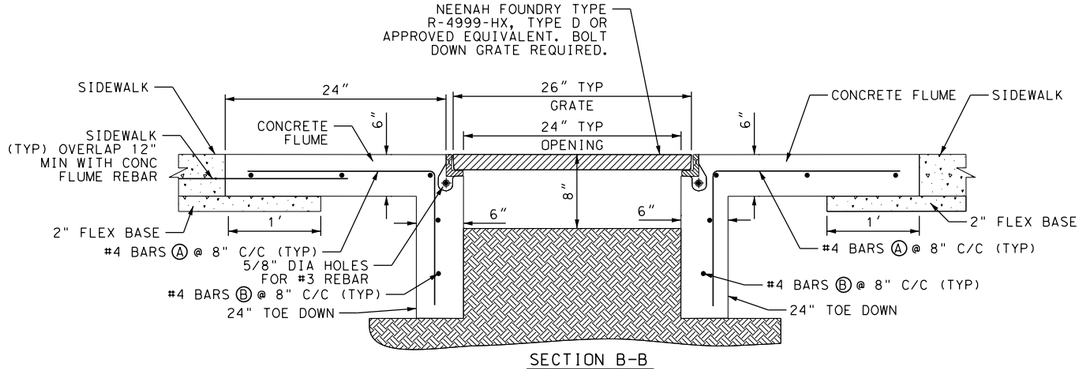
BAR "LF"



FOOTING DETAIL



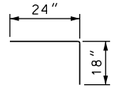
CONCRETE FLUME DETAIL
N.T.S.



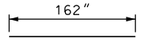
SECTION B-B
N.T.S.

NOTE: CONCRETE AND REBAR FOR FRAME AND COVER INCIDENTAL TO THE CONCRETE FLUME ITEM 420. FRAME AND COVER PAID FOR UNDER ITEM 442.

NOTE:
2' WIDE SIDEWALK GAP TO PROVIDE NATURAL DRAINAGE FLUME. TO BE FIELD LOCATED BASED ON SITE DRAINAGE CONDITIONS.



Ⓐ BAR DETAIL
#4 BAR @ 8" C-C



Ⓑ BAR DETAIL
#4 BAR @ 8" C-C

DESIGN

STATE OF TEXAS
HEATHER McNEAL
114428
LICENSED PROFESSIONAL ENGINEER

HEATHER McNEAL, P.E. — 8/3/2018 DATE

REVIEW AND APPROVAL

STATE OF TEXAS
JAMES A. LUTZ
84722
LICENSED PROFESSIONAL ENGINEER

JAMES A. LUTZ, P.E. — 8/3/2018 DATE

PAPE-DAWSON ENGINEERS
AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
7800 SHOAL CREEK BLVD, STE 220 W | AUSTIN, TX 78757 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

BRUSHY CREEK TRAIL

CONCRETE CURB DETAILS

100%SUBMITTAL	PROJECT NO.: STP 1802(205)TP		DATE: 8/3/2018
DRWN.BY: EG	DSGN.BY: EG	CHKD.BY: HM	SHEET NO.: 45

Plotted on: 8/3/2018
Design Filename: H:\projects\508\67\00\design\Civil\Standards\Roadway\miscurbdetails.dgn

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DATE: 7/30/2018
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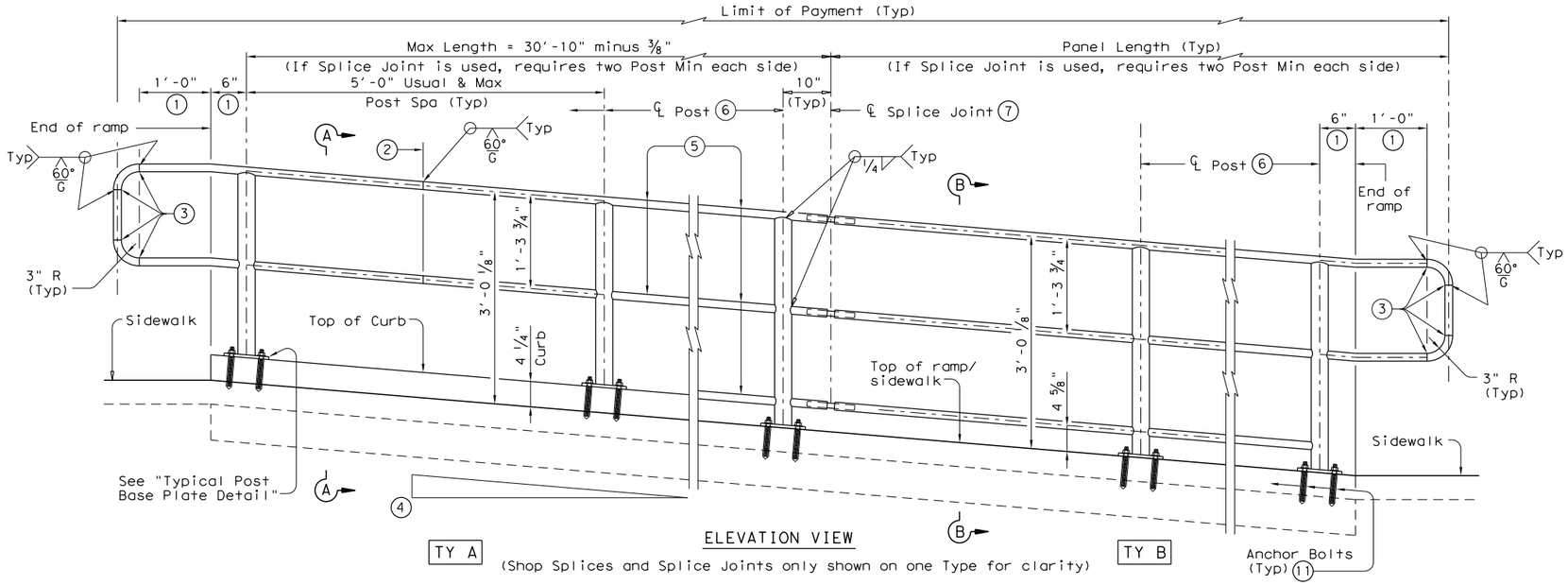
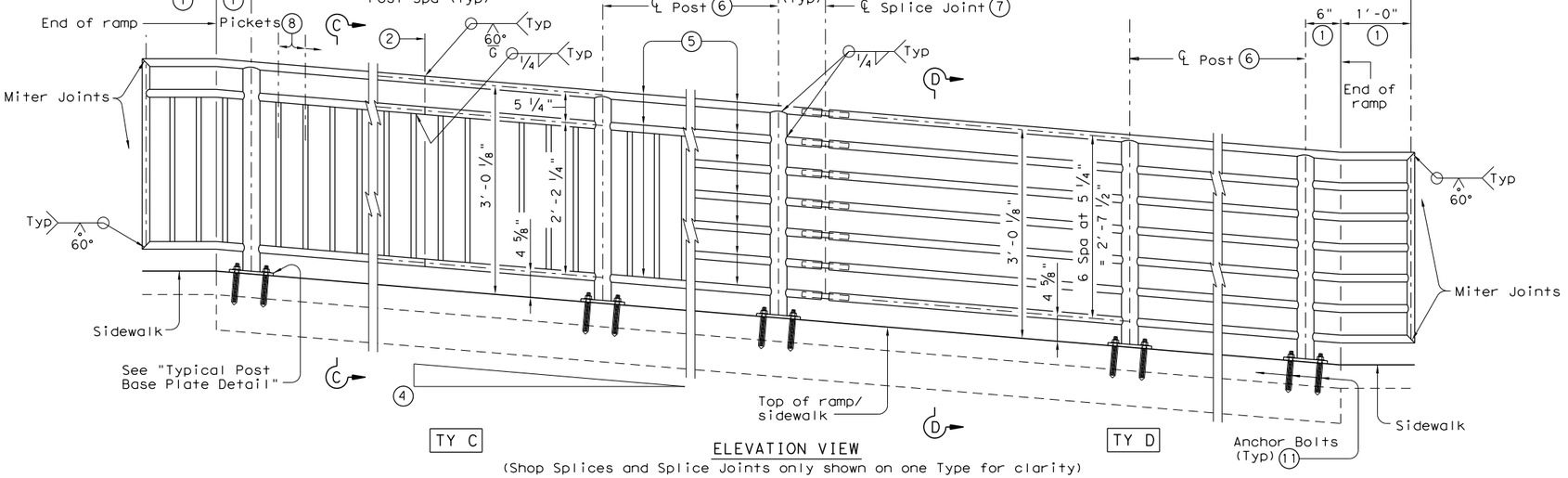
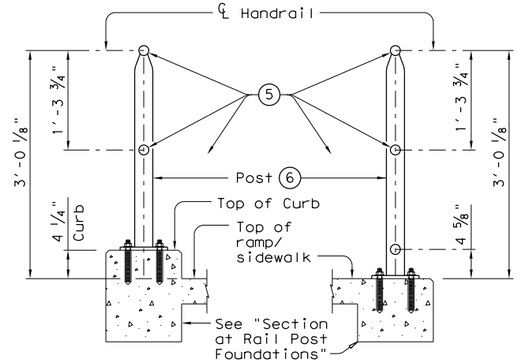


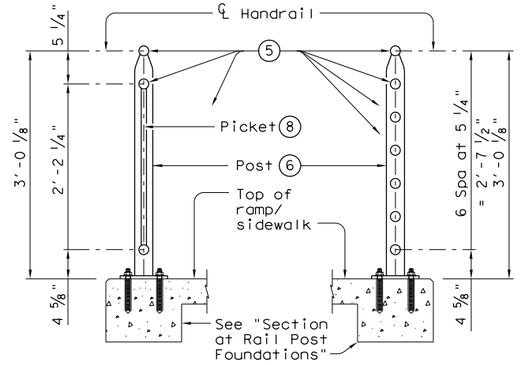


RECOMMENDED USAGE (9)(10)	
Dropoff Height/ Condition	Recommended Rail Options
< 30" dropoff	TY A, TY B, TY C, or TY D
≥ 30" dropoff, or along Bike Path	TY E or TY F



SECTION A-A
(Showing Handrail TY A)

SECTION B-B
(Showing Handrail TY B)



SECTION C-C
(Showing Handrail TY C)

SECTION D-D
(Showing Handrail TY D)

(1) Parallel to ground.

(2) One shop splice per panel is permitted with minimum 85 percent penetration. The weld may be square groove or single vee groove. Grind smooth.

(3) Shop splice is permitted with minimum 85 percent penetration. The weld may be square groove or single vee groove. Grind smooth.

(4) See Ramp Details located elsewhere in plans for ramp slope and dimensions. Maximum ramp slope will not exceed 8.3 percent. Level landing required for each 30" rise if grade exceeds 5 percent.

(5) 1 ½" Dia. Standard Pipe (1.900" O.D., 0.145" wall thickness). Parallel to ramp / sidewalk. Provide holes as needed in 1 ½" Dia. pipe for galvanizing drainage and venting.

(6) 2 ½" Dia. Standard Pipe (2.875" O.D., 0.203" wall thickness). See "Post Mount Detail" for crimping and trimming post to fit Dia. of top rail. Provide holes as needed in post for galvanizing drainage and venting. Plumb all posts.

(7) See "Handrail Fabrication Details" for Splice Joints.

(8) ℄ ⅝" Dia. Round Bar equal spacing at 4 ½" Max. Plumb all pickets.

(9) When needed for accessibility (grade > 5 percent) or as needed for pedestrian safety.

(10) Not to be used on bridges.

(11) See "General Notes" for anchor bolt information.

SHEET 1 OF 3

Texas Department of Transportation

Design Division Standard

PEDESTRIAN HANDRAIL DETAILS

PRD-13

FILE: prd13.dgn	DN: TxDOT	CK: AM	DW: JTR	CK: CGL
©TxDOT December 2006	CONT	SECT	JOB	HIGHWAY
REVISIONS REVISED MAY, 2013 (VP)	0914	05	191	NA
	DIST	COUNTY		SHEET NO.
	AUS	WILLIAMSON		46

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DATE: 7/30/2018
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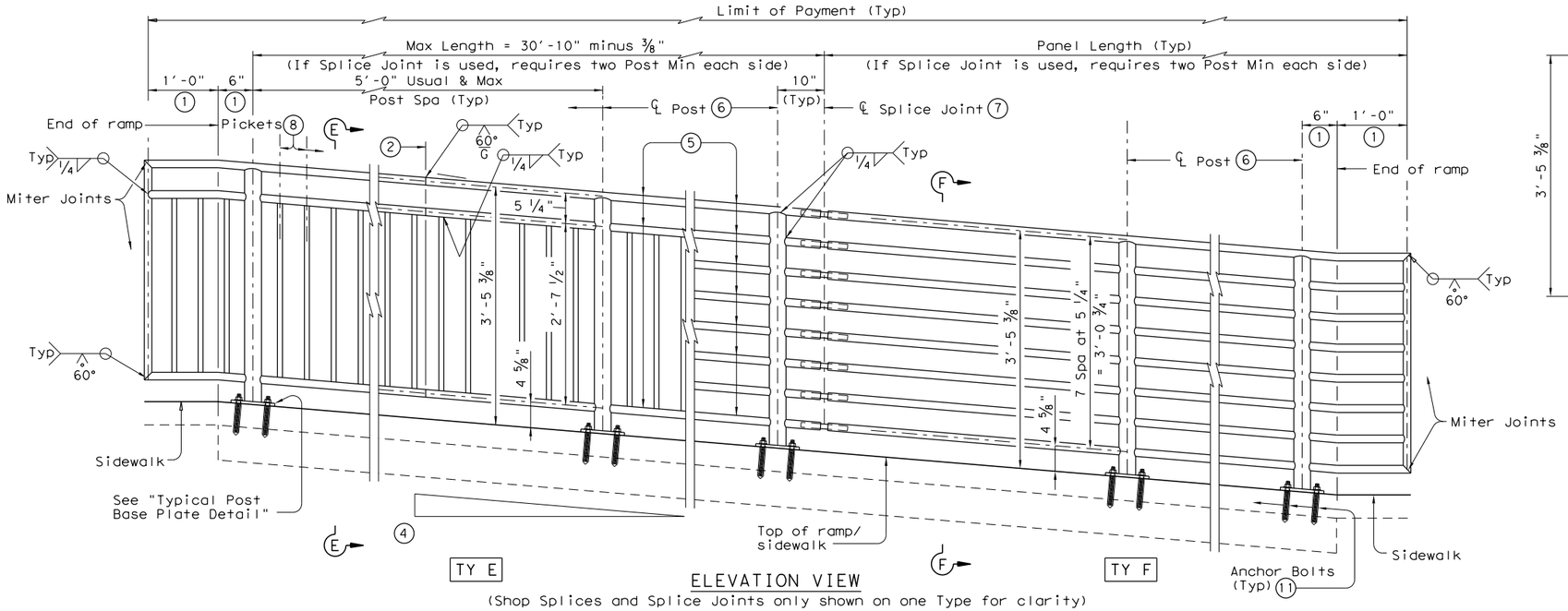
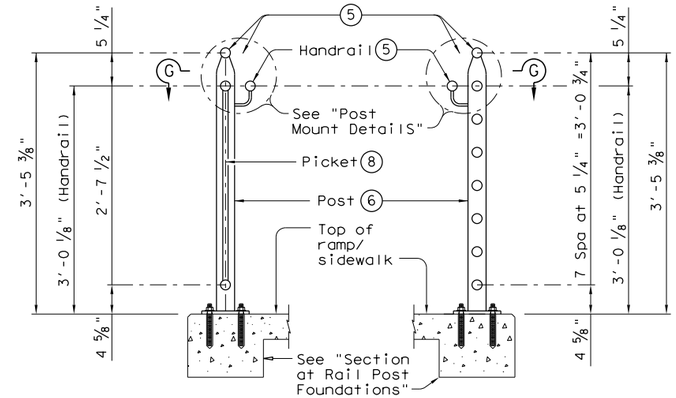


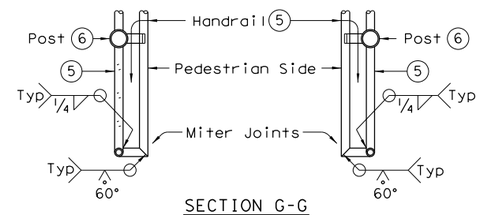
ELEVATION VIEW

(Shop Splices and Splice Joints only shown on one Type for clarity)

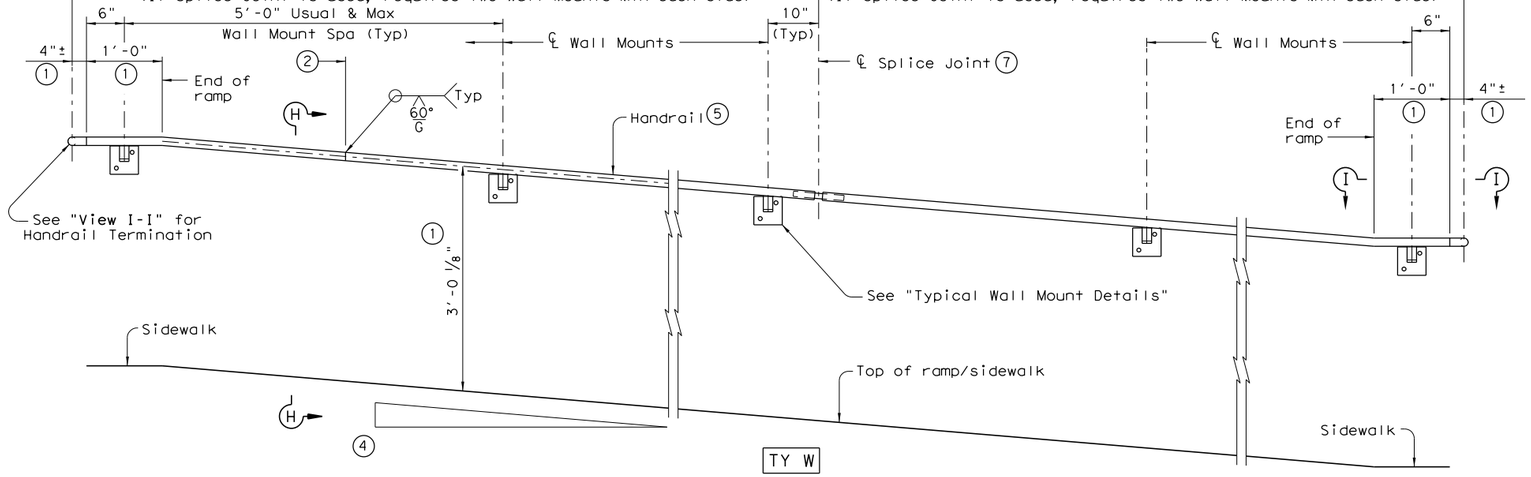


SECTION E-E
(Showing Handrail TY E)

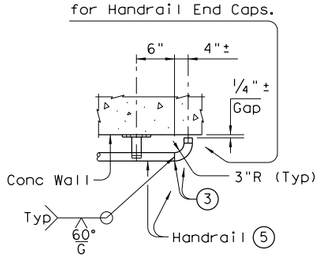
SECTION F-F
(Showing Handrail TY F)



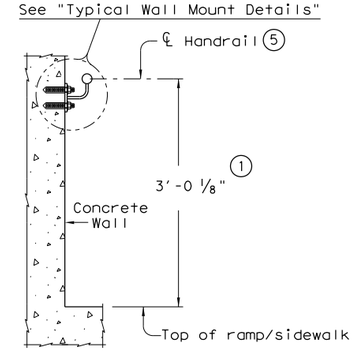
SECTION G-G
(Showing Handrail Termination)



ELEVATION VIEW



VIEW I-I
(Showing Handrail Termination)



SECTION H-H
(Showing Handrail TY W)

1. Parallel to ground.
2. One shop splice per panel is permitted with minimum 85 percent penetration. The weld may be square groove or single vee groove. Grind smooth.
3. Shop splice is permitted with minimum 85 percent penetration. The weld may be square groove or single vee groove. Grind smooth.
4. See Ramp Details located elsewhere in plans for ramp slope and dimensions. Maximum ramp slope will not exceed 8.3 percent. Level landing required for each 30" rise if grade exceeds 5 percent.
5. 1 ½" Dia. Standard Pipe (1.900" O.D., 0.145" wall thickness). Parallel to ramp / sidewalk. Provide holes as needed in 1 ½" Dia. pipe for galvanizing drainage and venting.
6. 2 ½" Dia. Standard Pipe (2.875" O.D., 0.203" wall thickness). See "Post Mount Detail" for crimping and trimming post to fit Dia. of top rail. Provide holes as needed in post for galvanizing drainage and venting. Plumb all posts.
7. See "Handrail Fabrication Details" for Splice Joints.
8. ℄ ⅝" Dia. Round Bar equal spacing at 4 ½" Max. Plumb all pickets.
11. See "General Notes" for anchor bolt information.

Texas Department of Transportation — Design Division Standard

PEDESTRIAN HANDRAIL DETAILS

PRD-13

FILE: prd13.dgn	DN: TxDOT	CK: AM	DW: JTR	CK: CGL
©TxDOT December 2006	CONT	SECT	JOB	HIGHWAY
REVISIONS	0914	05	191	NA
REVISED MAY, 2013 (VP)	DIST	COUNTY		SHEET NO.
	AUS	WILLIAMSON		47

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DATE: 7/30/2018
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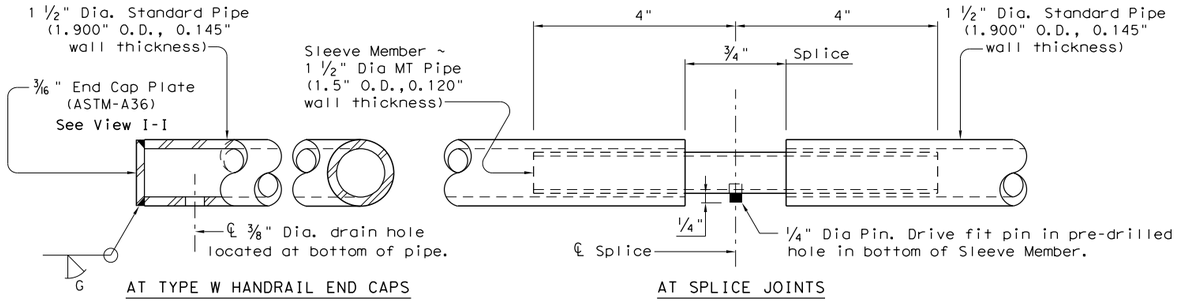
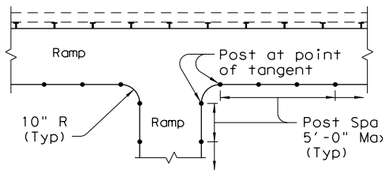


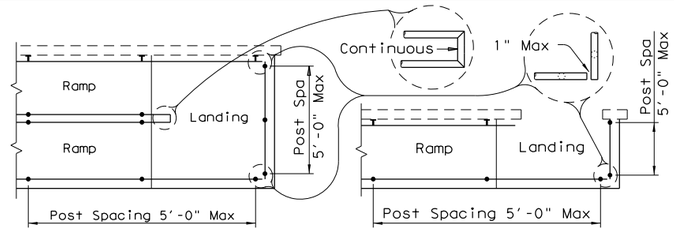
AT TYPE W HANDRAIL END CAPS

AT SPLICE JOINTS

HANDRAIL FABRICATION DETAILS



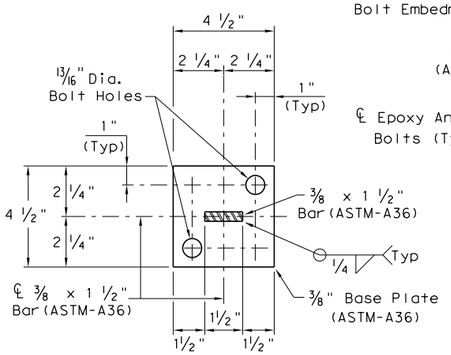
RAMP INTERSECTION



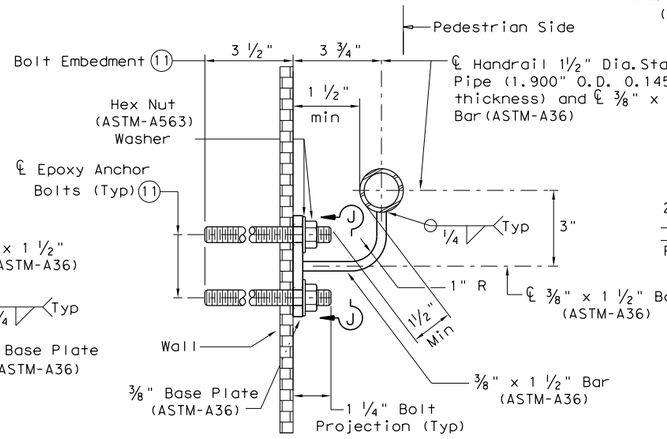
MULTI-LEVEL RAMP

SINGLE-LEVEL RAMP

PLAN SHOWING RAIL AT RAMP CONDITIONS

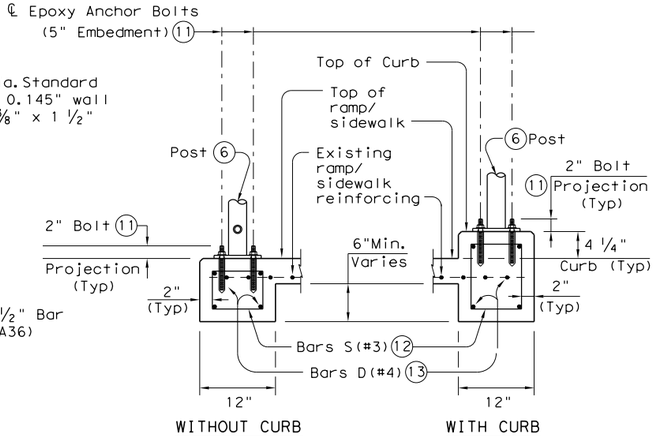


SECTION J-J
(Anchor Bolts not shown for clarity)



SECTION AT WALL MOUNT

TYPICAL WALL MOUNT DETAILS



SECTION AT RAIL POST FOUNDATIONS

GENERAL NOTES

Designed according to ADAAG, Texas Accessibility Standards, Uniform Building Code, and AASHTO LRFD Specifications.

Handrail anchorage details shown on this standard may require modification for select structure types. See appropriate details elsewhere in plans for these modifications.

Pipe will conform to ASTM-A53 Grade B or A500 Grade B. Steel plates and steel bars will conform to ASTM-A36. Mechanical tubing (MT) will conform to ASTM A513 Grade 1015 or higher. Galvanize all steel components except reinforcing steel unless noted otherwise.

Concrete for foundations will be in accordance with Item 531 "Sidewalks". All reinforcing steel must be Grade 60. Bar laps, where required, will be as follows: Uncoated ~ #4 = 1'-5" Epoxy coated ~ #4 = 2'-1"

When the plans require painted steel, follow the requirements for painting galvanized steel in Item 446, "Cleaning and Painting Steel". Sleeve Members will receive galvanization and only get field painted after installation unless directed otherwise by Engineer.

Epoxy Anchor bolts for wall mount and post base plate will be ⅝" Dia. ASTM A36 threaded rods with one hex nut and one hardened steel washer at each bolt. ⅝" Dia. threaded rod embedment depth for wall mounts is 3 ½" and embedment depth for post base plate is 5".

Embed threaded rods into concrete with a Type III (Class C) epoxy meeting the requirements of DMS-6100, "Epoxies and Adhesives". Mix and dispense adhesive with the manufacturer's static mixing nozzle/dual cartridge system. Core drill holes (percussion drilling not permitted).

At the contractor's option the post base plate anchor bolts may be cast with the Ramp/Sidewalk (See Cast-in-Place Anchor Bolt Options).

Optional cast-in-place anchor bolts will be ⅝" Dia ASTM A307 Grade A bolts (or A36 threaded rods with one tack welded hex nut each) with one hex nut and one hardened steel washer at each bolt. Embedment depth of cast-in-place bolt will be 8" for post base plate.

Handrails and any wall or other surface adjacent to them will be free of any sharp or abrasive elements.

Submit shop drawings to the Engineer unless otherwise noted. For curved handrail applications, fabricate the handrail to the curve if radius is less than 600 ft. Shop drawings are required when rail is fabricated to the curve.

For all handrails, erection drawings will be submitted to the Engineer for approval to ensure proper installation.

Drawings will show handrail mount locations with bolts setting, spacing, ramp slope, and/or splice joint locations, and handrail lengths with identification showing where each handrail goes on the layout.

Payment for concrete sidewalks or curb ramps will be paid for in accordance with Item 531 "Sidewalks".

Payment for all items shown is to be included in unit price bid in accordance with Item 450 "Railing" of the type specified.

All exposed edges will be rounded or chamfered to approximately ⅛" by grinding.

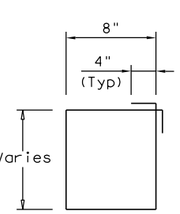
(5) 1 ½" Dia. Standard Pipe (1.900" O.D., 0.145" wall thickness). Parallel to ramp/sidewalk. Provide holes as needed in 1 ½" Dia. pipe for galvanizing drainage and venting.

(6) 2 ½" Dia. Standard Pipe (2.875" O.D., 0.203" wall thickness). Plumb all posts. See "Post Mount Detail" for crimping and trimming post to fit the diamenter of top rail. Provide holes as needed in post for galvanizing drainage and venting.

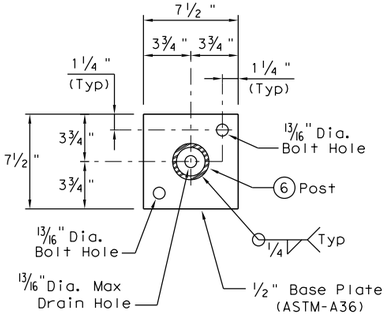
(11) See "General Notes" for anchor bolt information.

(12) Bars S(#3) spaced at 12" Max (Spaced 3" from outside edge of overall length of Ramp/Sidewalk).

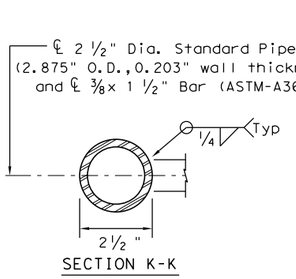
(13) Provide 1 ½" end cover to Bars D(#4) from outside edge of overall length of Ramp/Sidewalk.



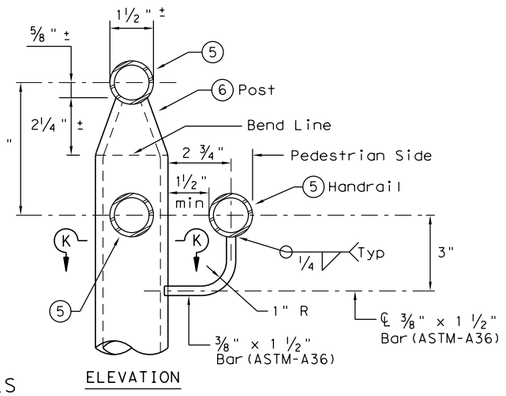
BARS S (#3)



TYPICAL POST BASE PLATE DETAIL

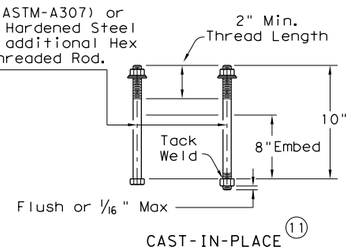


SECTION K-K



ELEVATION

POST MOUNT DETAILS



CAST-IN-PLACE ANCHOR BOLT OPTIONS
(Used for Post Base Plate only)

SHEET 3 OF 3

Texas Department of Transportation

Design Division Standard

PEDESTRIAN HANDRAIL DETAILS

PRD-13

FILE: prd13.dgn	DN: TxDOT	CK: AM	DW: JTR	CK: CGL
©TxDOT December 2006	CONT	SECT	JOB	HIGHWAY
REVISIONS	0914	05	191	NA
REVISED MAY, 2013 (VP)	DIST	COUNTY		SHEET NO.
	AUS	WILLIAMSON		48

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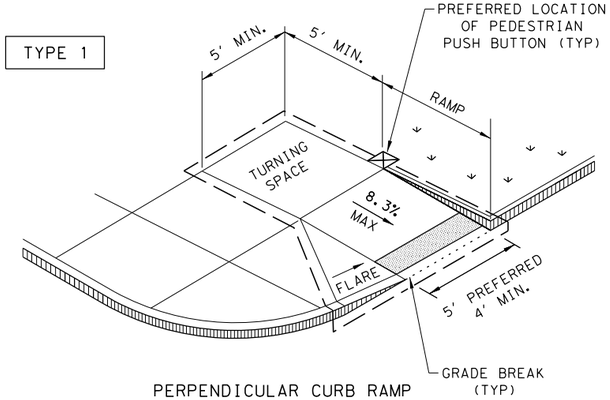
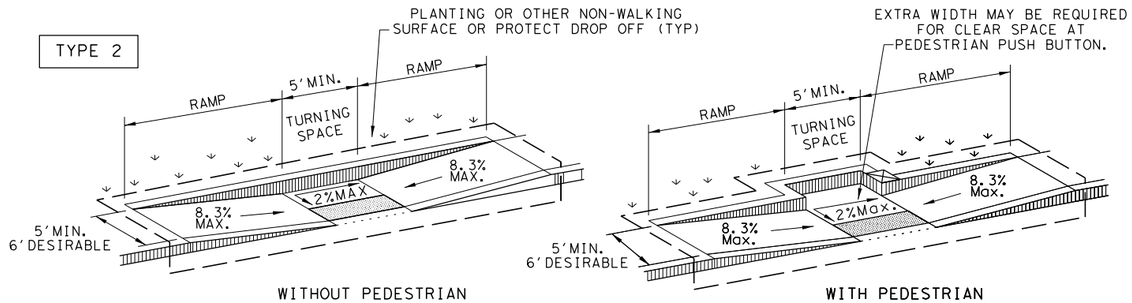
DATE: 8/3/2018
FILE: H:\projects\508\67\00\design\Civil\Standards\Roadway\ped18.dgn

TYPE 1



PERPENDICULAR CURB RAMP

TYPE 2

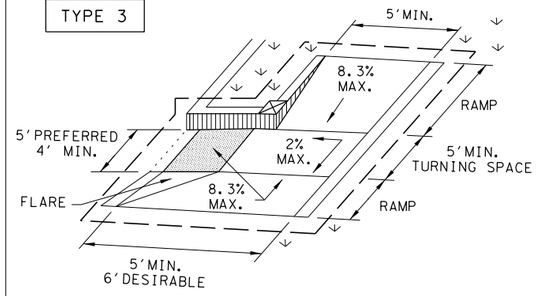


WITHOUT PEDESTRIAN PUSH BUTTON

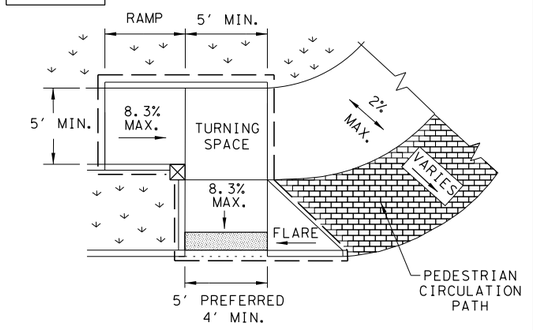
WITH PEDESTRIAN PUSH BUTTON

PARALLEL CURB RAMP

TYPE 3

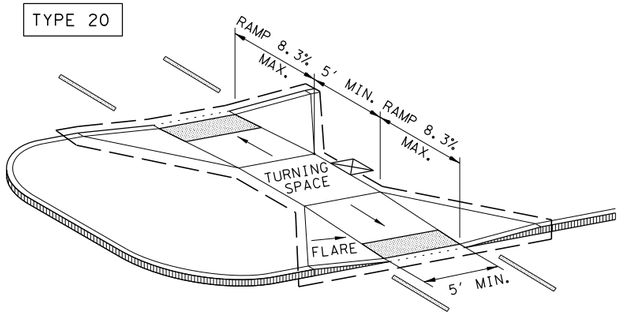


TYPE 6



COMBINATION CURB RAMPS

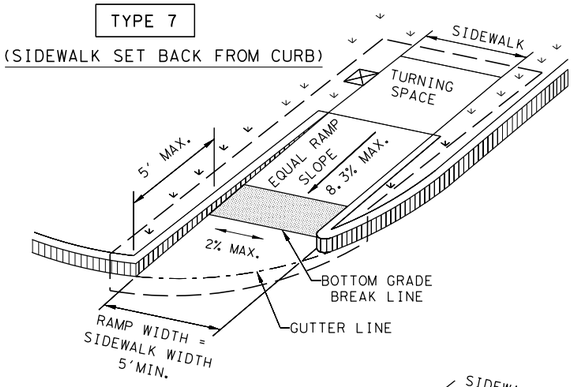
TYPE 20



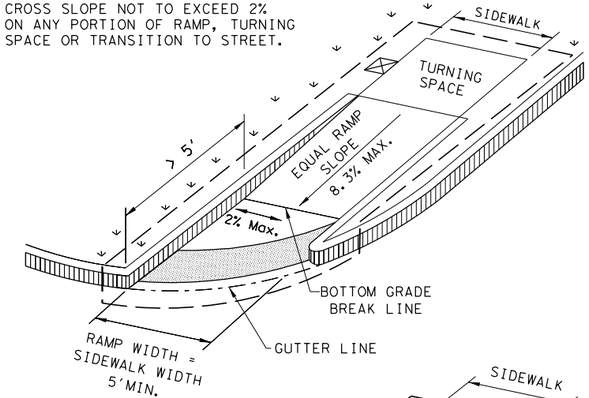
CURB RAMPS AT MEDIAN ISLANDS

TYPE 7

(SIDEWALK SET BACK FROM CURB)

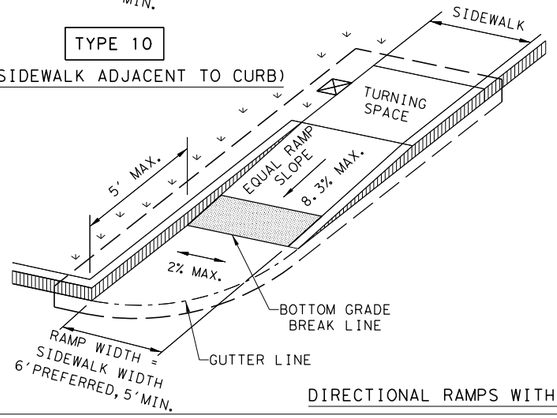


CROSS SLOPE NOT TO EXCEED 2% ON ANY PORTION OF RAMP, TURNING SPACE OR TRANSITION TO STREET.

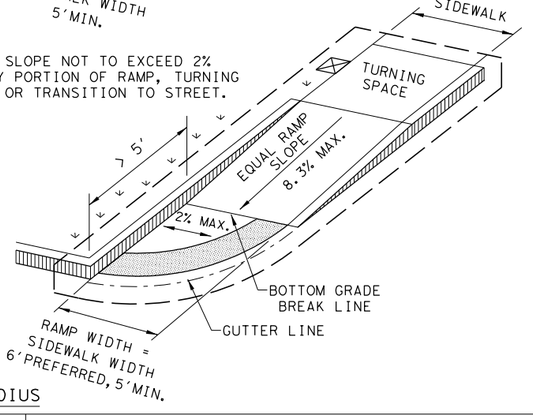


TYPE 10

(SIDEWALK ADJACENT TO CURB)

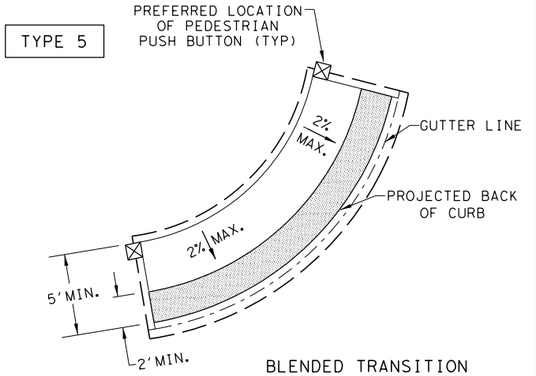


CROSS SLOPE NOT TO EXCEED 2% ON ANY PORTION OF RAMP, TURNING SPACE OR TRANSITION TO STREET.



DIRECTIONAL RAMPS WITHIN RADIUS

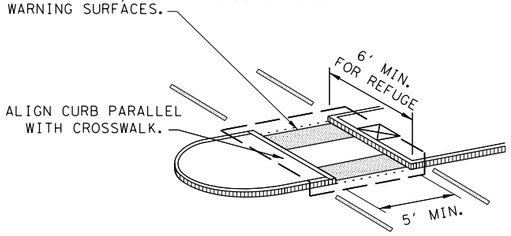
TYPE 5



BLENDED TRANSITION
(FLUSH LANDING)

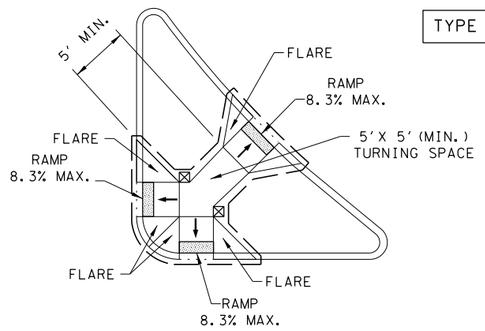
INSTALL DETECTABLE WARNING SURFACE AT EACH END OF THE CUT-THROUGH RAMP WITH A MINIMUM 2' USUAL SIDEWALK SURFACE BETWEEN. IF MEDIAN IS LESS THAN 6' WIDE, ELIMINATE DETECTABLE WARNING SURFACES.

TYPE 21



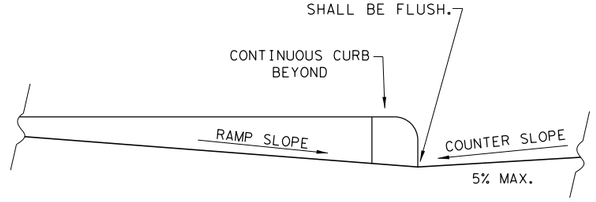
NOTE: CURB DETAILS ARE SHOWN ELSEWHERE IN THE PLANS.

TYPE 22



COMBINATION ISLAND RAMPS

BOTTOM GRADE BREAK OF CURB RAMP WILL NORMALLY BE AT GUTTER LINE. SURFACE SLOPES AT GRADE BREAKS SHALL BE FLUSH.



TYPICAL SECTION OF PERPENDICULAR CURB RAMP AT CONNECTION TO ROADWAY

NOTES / LEGEND:

SEE GENERAL NOTES ON SHEET 2 OF 4 FOR MORE INFORMATION.

DENOTES PLANTING OR NON-WALKING SURFACE NOT PART OF PEDESTRIAN CIRCULATION PATH.

DETECTABLE WARNING SURFACE

DENOTES PREFERRED LOCATION OF PEDESTRIAN PUSH BUTTON IF APPLICABLE.

GUTTER LINE

GRADE BREAK

RAMP LIMITS OF PAYMENT

SHEET 1 OF 4

Texas Department of Transportation

Design Division Standard

PEDESTRIAN FACILITIES CURB RAMPS

PED-18

FILE: ped18	DN: TxDOT	DW: VP	CK: KM	CK: PK & JG
© TxDOT: MARCH, 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS	0914	05	191	NA
REVISED 08, 2005 REVISED 06, 2012 REVISED 01, 2018	DIST	COUNTY		SHEET NO.
	AUS	WILLIAMSON		48A

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DATE: 8/3/2018
FILE: H:\projects\508\67\00\design\Civil\Standards\Roadway\ped18.dgn

GENERAL NOTES

CURB RAMPS

1. Install a curb ramp or blended transition at each pedestrian street crossing.
2. All slopes shown are maximum allowable. Cross slopes of 1.5% and lesser running should be used. Adjust curb ramp length or grade of approach sidewalks as directed.
3. Maximum allowable cross slope on sidewalk and curb ramp surfaces is 2%.
4. The minimum sidewalk width is 5'. Where the sidewalk is adjacent to the back of curb, a 6' sidewalk width is desirable. Where a 5' sidewalk cannot be provided due to site constraints, sidewalk width may be reduced to 4' for short distances. 5'x 5' passing areas at intervals not to exceed 200' are required.
5. Turning Spaces shall be 5'x 5' minimum. Cross slope shall be maximum 2%.
6. Clear space at the bottom of curb ramps shall be a minimum of 4'x 4' wholly contained within the crosswalk and wholly outside the parallel vehicular travel path.
7. Provide flared sides where the pedestrian circulation path crosses the curb ramp. Flared sides shall be sloped at 10% maximum, measured parallel to the curb. Returned curbs may be used only where pedestrians would not normally walk across the ramp, either because the adjacent surface is planted, substantially obstructed, or otherwise protected.
8. Additional information on curb ramp location, design, light reflective value and texture may be found in the latest draft of the Proposed Guidelines for Pedestrian Facilities in the Public Right of Way (PROWAG) as published by the U.S. Architectural and Transportation Barriers Compliance Board (Access Board).
9. To serve as a pedestrian refuge area, the median should be a minimum of 6' wide, measured from back of curbs. Medians should be designed to provide accessible passage over or through them.
10. Small channelization islands, which do not provide a minimum 5'x 5' landing at the top of curb ramps, shall be cut through level with the surface of the street.
11. Crosswalk dimensions, crosswalk markings and stop bar locations shall be as shown elsewhere in the plans. At intersections where crosswalk markings are not required, curb ramps shall align with theoretical crosswalks unless otherwise directed.
12. Provide curb ramps to connect the pedestrian access route at each pedestrian street crossing. Handrails are not required on curb ramps.
13. Curb ramps and landings shall be constructed and paid for in accordance with Item 531 "Sidewalks".
14. Place concrete at a minimum depth of 5" for ramps, flares and landings, unless otherwise directed.
15. Furnish and install No. 3 reinforcing steel bars at 18" o.c. both ways, unless otherwise directed.
16. Provide a smooth transition where the curb ramps connect to the street.
17. Curbs shown on sheet 1 within the limits of payment are considered part of the curb ramp for payment, whether it is concrete curb, gutter, or combined curb and gutter.
18. Existing features that comply with applicalble standards may remain in place unless otherwise shown on the plans.

DETECTABLE WARNING MATERIAL

19. Curb ramps must contain a detectable warning surface that consists of raised truncated domes complying with PROWAG. The surface must contrast visually with adjoining surfaces, including side flares. Furnish and install an approved cast-in-place dark brown or dark red detectable warning surface material adjacent to uncolored concrete, unless specified elsewhere in the plans.
20. Detectable Warning Materials must meet TxDOT Departmental Materials Specification DMS 4350 and be listed on the Material Producer List. Install products in accordance with manufacturer's specifications.
21. Detectable warning surfaces must be firm, stable and slip resistant.
22. Detectable warning surfaces shall be a minimum of 24 inches in depth in the direction of pedestrian travel, and extend the full width of the curb ramp or landing where the pedestrian access route enters the street.
23. Detectable warning surfaces shall be located so that the edge nearest the curb line is at the back of curb and neither end of that edge is greater than 5 feet from the back of curb. Detectable warning surfaces may be curved along the corner radius.
24. Shaded areas on Sheet 1 of 4 indicate the approximate location for the detectable warning surface for each curb ramp type.

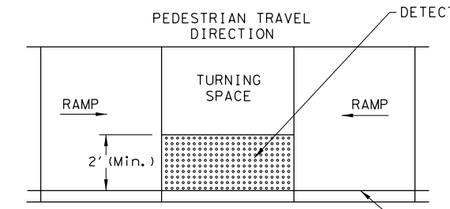
DETECTABLE WARNING PAVERS (IF USED)

25. Furnish detectable warning paver units meeting all requirements of ASTM C-936, C-33. Lay in a two by two unit basket weave pattern or as directed.
26. Lay full-size units first followed by closure units consisting of at least 25 percent (25%) of a full unit. Cut detectable warning paver units using a power saw.

SIDEWALKS

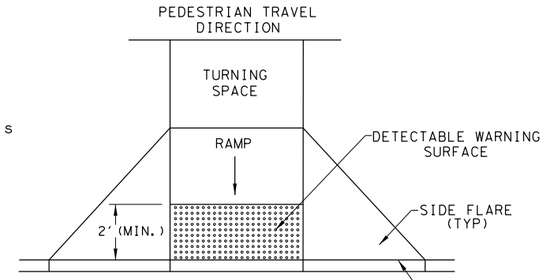
27. Provide clear ground space at operable parts, including pedestrian push buttons. Operable parts shall be placed within unobstructed reach range specified in PROWAG section R406.
28. Place traffic signal or illumination poles, ground boxes, controller boxes, signs, drainage facilities and other items so as not to obstruct the pedestrian access route or clear ground space.
29. Street grades and cross slopes shall be as shown elsewhere in the plans.
30. Changes in level greater than 1/4 inch are not permitted.
31. The least possible grade should be used to maximize accessibility. The running slope of sidewalks and crosswalks within the public right of way may follow the grade of the parallel roadway. Where a continuous grade greater than five percent (5%) must be provided, handrails may be desirable to improve accessibility. Handrails may also be needed to protect pedestrians from potentially hazardous conditions. If provided, handrails shall comply with PROWAG R409.
32. Handrail extensions shall not protrude into the usable landing area or into intersecting pedestrian routes.
33. Driveways and turnouts shall be constructed and paid for in accordance with Item "Intersections, Driveways and Turnouts". Sidewalks shall be constructed and paid for in accordance with Item, "Sidewalks".
34. Sidewalk details are shown elsewhere in the plans.

DETECTABLE WARNING SURFACE DETAILS



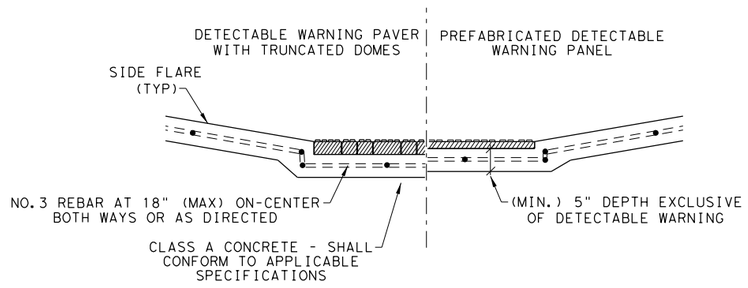
PARALLEL CURB RAMP

TYPICAL PLACEMENT OF DETECTABLE WARNING SURFACE ON LANDING AT STREET EDGE.

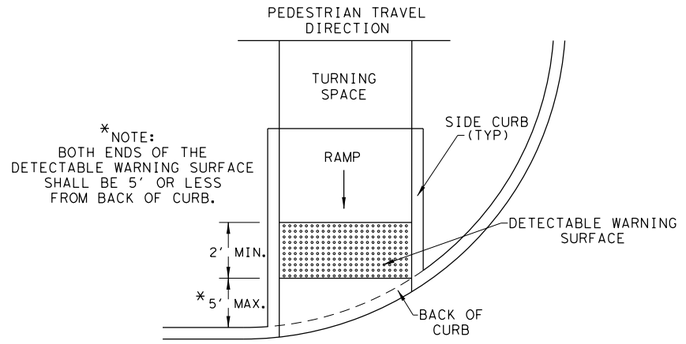


PERPENDICULAR CURB RAMP

TYPICAL PLACEMENT OF DETECTABLE WARNING SURFACE ON SLOPING RAMP RUN.



SECTION VIEW DETAIL
CURB RAMP AT DETECTIBLE WARNINGS



DIRECTIONAL CURB RAMP

TYPICAL PLACEMENT OF DETECTABLE WARNING SURFACE ON SLOPING RAMP RUN.

Texas Department of Transportation | Design Division Standard

PEDESTRIAN FACILITIES CURB RAMPS

PED-18

FILE: ped18	DN: TxDOT	DW: VP	CK: KM	CK: PK & JG	
© TxDOT: MARCH, 2002	CONT	SECT	JOB	HIGHWAY	
REVISIONS REVISED 08,2005 REVISED 06,2012 REVISED 01,2018	0914	05	191	NA	
	DIST	COUNTY		SHEET NO.	
	AUS	WILLIAMSON		48B	

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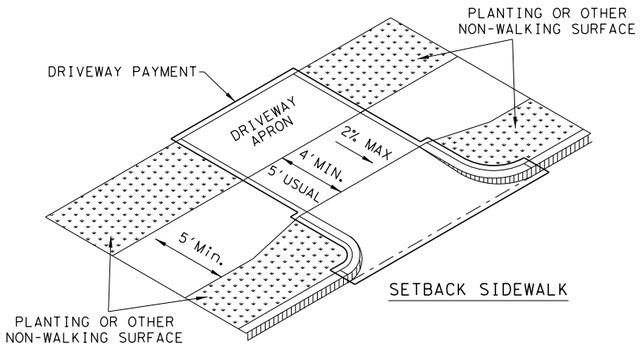
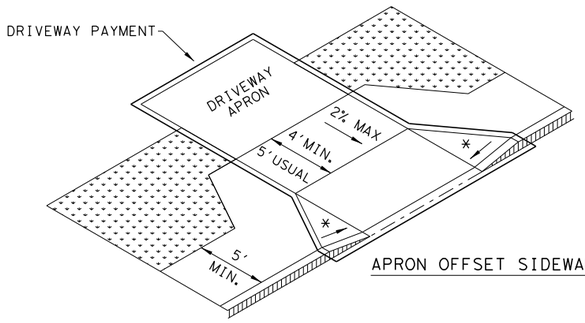
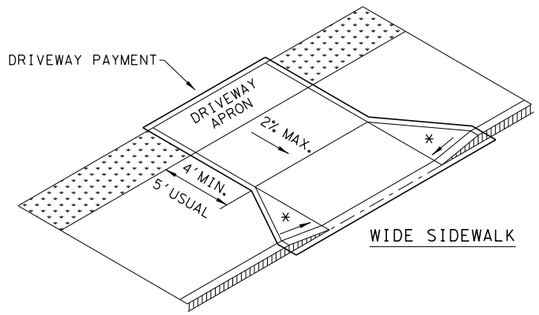
SIDEWALK TREATMENT AT DRIVEWAYS



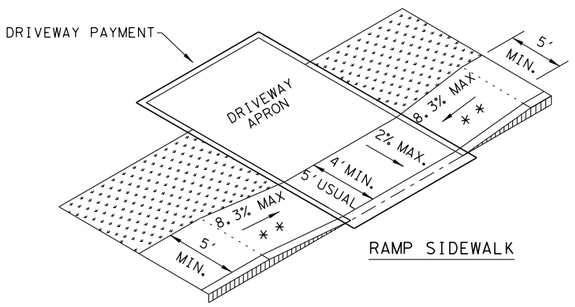
SETBACK SIDEWALK



APRON OFFSET SIDEWALK



WIDE SIDEWALK

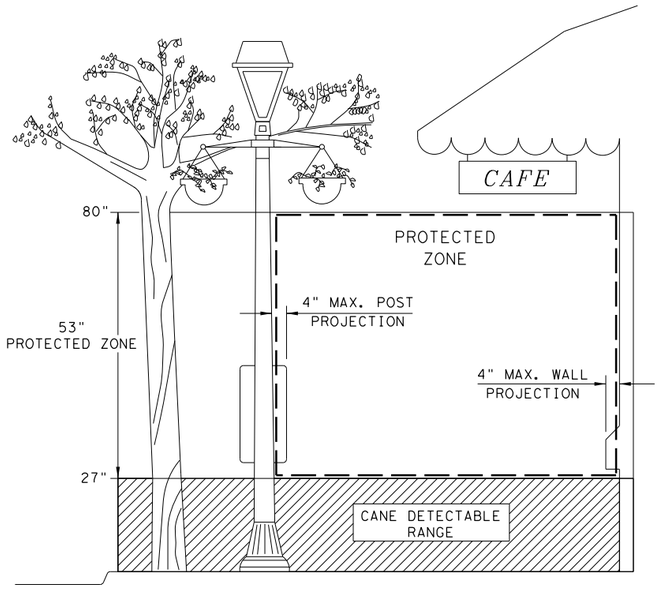


RAMP SIDEWALK

NOTES:

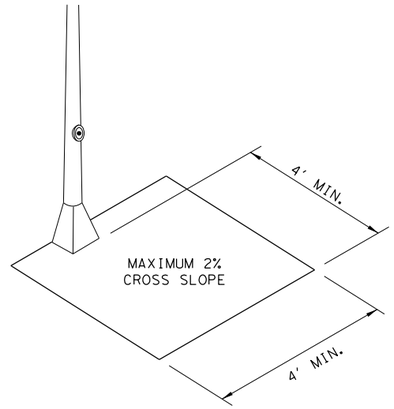
* WHERE DRIVEWAYS CROSS THE PEDESTRIAN ROUTE, SIDES SHALL BE FLARED AT 10% MAX SLOPE.

* * IF CURB HEIGHT IS GREATER THAN 6 INCHES, USE GRADE LESS THAN OR EQUAL TO 5%. HANDRAIL AND DETECTABLE WARNING ARE NOT REQUIRED.

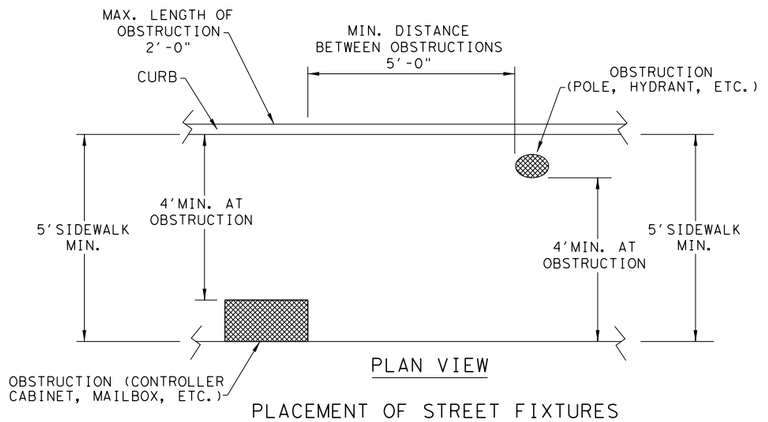


PROTECTED ZONE

NOTE: IN PEDESTRIAN CIRCULATION AREA, MAXIMUM 4" PROJECTION FOR POST OR WALL MOUNTED OBJECTS BETWEEN 27" AND 80" ABOVE THE SURFACE.



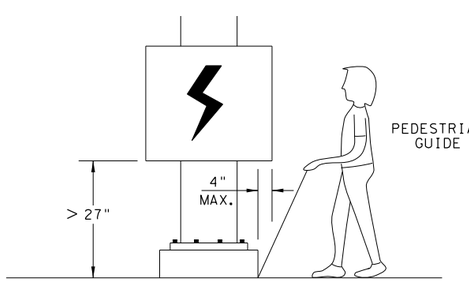
CLEAR SPACE ADJACENT TO PEDESTRIAN PUSH BUTTON



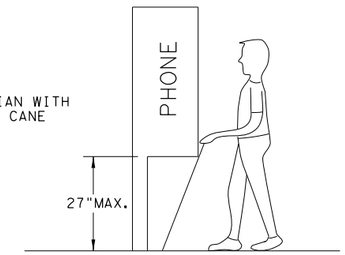
PLAN VIEW

PLACEMENT OF STREET FIXTURES

NOTE: ITEMS NOT INTENDED FOR PUBLIC USE. MINIMUM 4' X 4' CLEAR GROUND SPACE REQUIRED AT PUBLIC USE FIXTURES.



WHEN AN OBSTRUCTION OF A HEIGHT GREATER THAN 27" FROM THE SURFACE WOULD CREATE A PROTRUSION OF MORE THAN 4" INTO THE PEDESTRIAN CIRCULATION AREA, CONSTRUCT ADDITIONAL CURB OR FOUNDATION AT THE BOTTOM TO PROVIDE A MAXIMUM 4" OVERHANG.



PROTRUDING OBJECTS OF A HEIGHT ≤27" ARE DETECTABLE BY CANE AND DO NOT REQUIRE ADDITIONAL TREATMENT.

DETECTION BARRIER FOR VERTICAL CLEARANCE < 80"

Texas Department of Transportation

Design Division Standard

PEDESTRIAN FACILITIES CURB RAMPS

PED-18

FILE: ped18	DN: TxDOT	DW: VP	CK: KM	CK: PK & JG	
© TxDOT: MARCH, 2002	CONT	SECT	JOB	HIGHWAY	
REVISIONS	0914	05	191	NA	
REVISED 08,2005 REVISED 06,2012 REVISED 01,2018	DIST	COUNTY		SHEET NO.	
	AUS	WILLIAMSON		48C	

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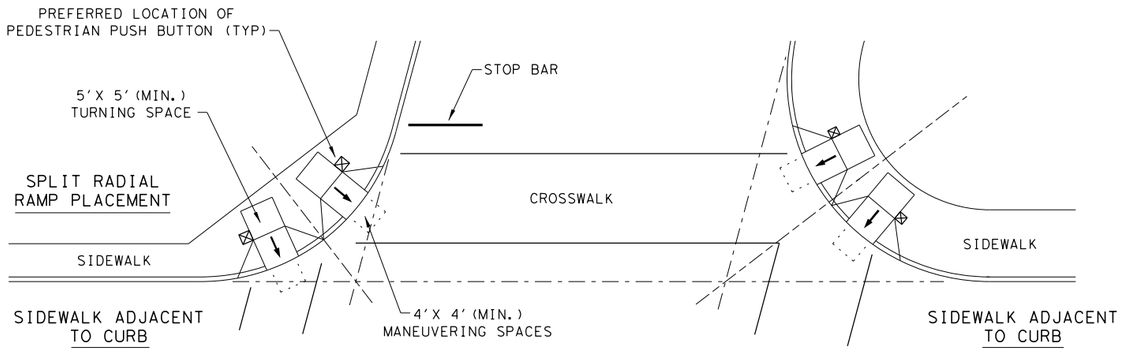
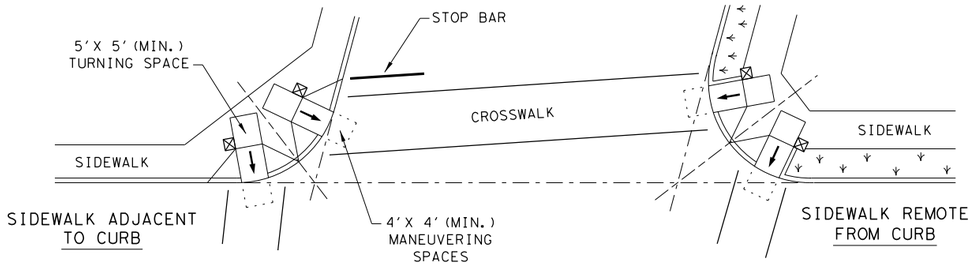
TYPICAL CROSSING LAYOUTS

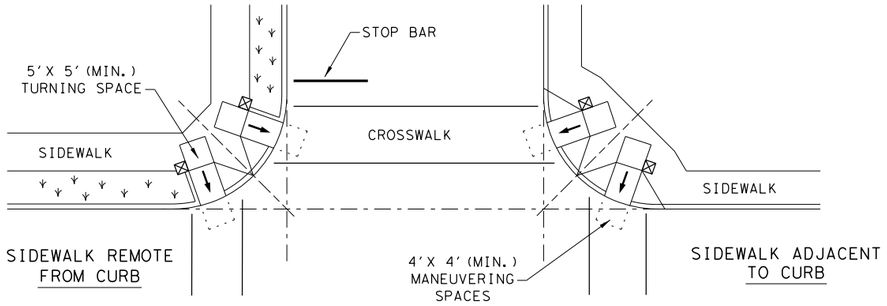
SEE SHEET 1 OF 4 FOR DETAILS AND DIMENSIONS



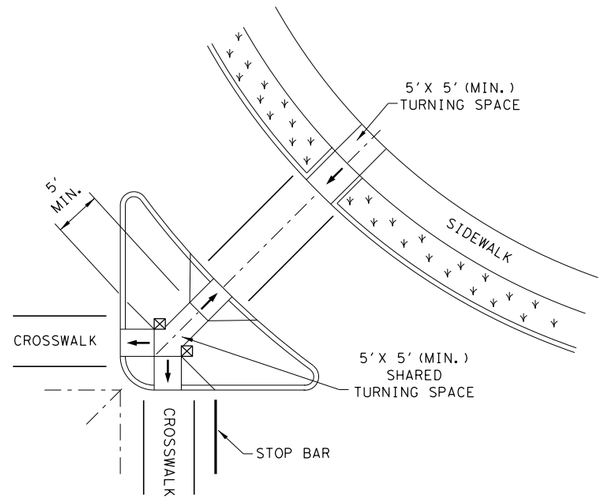
SKEWED INTERSECTION WITH "LARGE" RADIUS



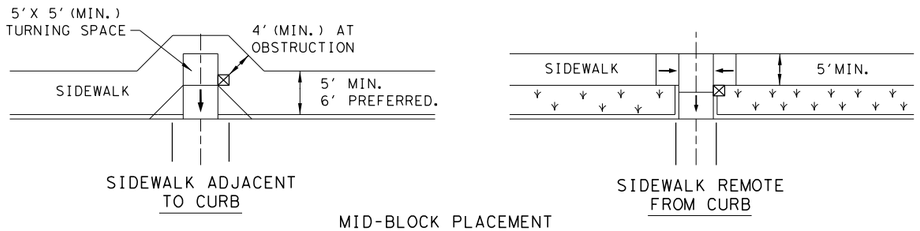
SKEWED INTERSECTION WITH "SMALL" RADIUS



NORMAL INTERSECTION WITH "SMALL" RADIUS



AT INTERSECTION
W/FREE RIGHT TURN & ISLAND



MID-BLOCK PLACEMENT
PERPENDICULAR RAMPS

LEGEND:

SHOWS DOWNWARD SLOPE. →

DENOTES PREFERRED LOCATION OF PEDESTRIAN PUSH BUTTON (IF APPLICABLE). ⊠

DENOTES PLANTING OR NON-WALKING SURFACE NOT PART OF PEDESTRIAN CIRCULATION PATH.

SHEET 4 OF 4

Texas Department of Transportation

Design Division Standard

PEDESTRIAN FACILITIES CURB RAMPS

PED-18

FILE: ped18	DN: TxDOT		DW: VP	CK: KM	CK: PK & JG
© TxDOT: MARCH, 2002	CONT	SECT	JOB		HIGHWAY
REVISIONS	0914	05	191		NA
REVISED 08, 2005 REVISED 06, 2012 REVISED 01, 2018	DIST	COUNTY			SHEET NO.
	AUS	WILLIAMSON			48D

BRUSHY CREEK REGIONAL TRAIL BOARDWALKS

GENERAL NOTES

1. This structure has been designed in accordance with the project architects plan layout and guidelines. Suitability for access and intended usage shall be the responsibility of the architect.
2. Vehicular access larger than the design live load shall be limited by permanent physical means.
3. Prior to construction the contractor shall verify all elevations through the project architect.

DESIGN DATA

1. Boardwalk shall be designed in accordance with the AASHTO LRFD bridge design specifications and the LRFD guide specification for the design of pedestrian bridges.

   Design Live Load: Pedestrian Loading - 90 psf Uniform
   Vehicular Loading -
   H-10 Truck - 20,000 lbs total load

2. Abutments and piers shall be designed for lateral earth pressure, live load surcharge and structure loads.

   Maximum Anticipated Pier Loads (Service Level): Compressive = 12.3 Tons (DL + LL)

   Allowable bearing pressure: 25,000 psf.

   Piers shall be embedded a minimum of 5'-0" into Hard Limestone. Estimated depth of piers is 7'-0" minimum. (Contractor To Verify)

   Contractor should anticipate deeper footings will be required in some areas due to variable conditions at this site.

4. All geotechnical recommendations contained in the report of subsurface investigation titled "Geotechnical Engineering Study For Brushy Creek Regional Trail" shall be followed. Report was dated May 4, 2018 and produced by Raba Kistner Consultants, Inc.
5. Railing shall be designed in accordance with AASHTO specifications. The railing supplier is responsible for the engineering of the detailed railing in accordance with the project specifications.

MATERIALS

1. All bolts, nuts, washers, and hardware shall be hot dipped galvanized after fabrication in accordance with ASTM A153.
2. Vertical posts and horizontal rails and for railing shall be hot dipped galvanized per ASTM A123.
3. Connection/splices of posts and rails shall be welded and protected with galvanizing paint per ASTM A780.
4. Cast-in-place concrete shall have a 28-day concrete compressive strength of 4000 psi.
5. All foundation reinforcing shall be Grade 60 conforming to ASTM A615.

PROJECT COMPONENTS SUPPLIED BY BOARDWALK MANUFACTURER
PRECAST CONCRETE TREADS
PRECAST CONCRETE BEAMS
RUBBER LEVELING PADS
COMPOSITE CLIP ANGLES WITH 3/4" DIAMETER RODS, WASHERS AND NUTS (6x6x3/8x0'-4")

PROJECT COMPONENTS SUPPLIED BY CONTRACTOR
HILTI HIT-HY-200 EPOXY ADHESIVE ANCHORING SYSTEM OR EQUAL (CLIP ANGLE AND DOWELED CONNECTIONS)
CAST-IN-PLACE CONCRETE DRILLED SHAFT FOUNDATIONS
CAST-IN-PLACE CONCRETE TURN-DOWN APPROACH SLABS
3/4" DIAMETER x 1'-5" LONG THREADED BARS WITH NUTS AND WASHERS (BEAM TO DRILLED SHAFT CONNECTION)
3/4" DIAMETER x 1'-8" LONG THREADED BARS WITH NUTS AND WASHERS (BEAM TO BRIDGE BENT CONNECTION)
SHIM AND NON-SHRINK GROUT (LEVELING FOR TREAD TO BEAM/ BEAM TO CAST-IN-PLACE CONCRETE PIER)
RAILING AND CONNECTION HARDWARE
1/2" EXPANSION JOINT MATERIAL (BOARDWALK TRANSITION TO CAST-IN-PLACE CONCRETE AND TRUSS BRIDGE)
STEEL TRANSITION COVER PLATE (BOARDWALK TO TRUSS BRIDGE)

STATE OF TEXAS
JASON V. PHILBIN
123761
LICENSED
PROFESSIONAL ENGINEER
8-6-18

Drawings Developed By:
PERMATRAK NORTH AMERICA
6419 Bannington Road, Suite B
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FOR REVIEW & APPROVAL

Drawings Developed By:
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The Concrete Boardwalk Company
www.permatrak.com TEL: 877-332-7862

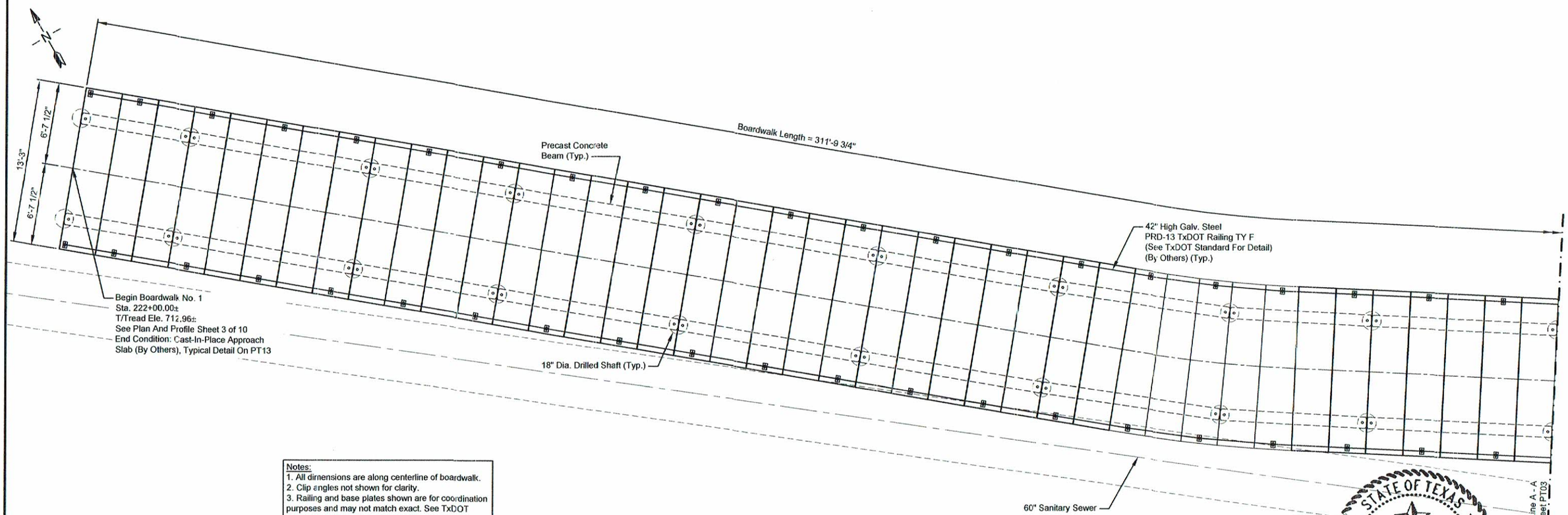
OFFICE LOCATIONS
FLORIDA
TEXAS
LOUISIANA
NORTH CAROLINA
OHIO

PROJECT TITLE:
BRUSHY CREEK REGIONAL TRAIL
ROUNDROCK, TEXAS

JOB NUMBER:	2017-846
DATE:	08/03/2018
DESIGNED BY:	EMD
DRAWN BY:	RPU
CHECKED BY:	EMD
SHEET NO.	PT01 49

BRUSHY CREEK TRAIL BOARDWALKS

	BOARDWALK LOCATIONS AND LENGTHS			APPROXIMATE NUMBER OF COMPONENTS REQUIRED PER BOARDWALK					
BOARDWALK	APPROXIMATE BEGINNING STATION	APPROXIMATE END STATION	TOTAL BOARDWALK LENGTH	TREADS	BEAMS	CAST-IN-PLACE APPROACH SLAB	GRADE BEAM ABUTMENT	PIERS	CLIP ANGLES
#1	222+00.00	225+10.00	311'-9 3/4"±	98	52	1	1	54	126
#2	226+30.00	230+12.00	381'-4 1/4"±	121	64	1	1	66	154
#3	247+54.00	251+45.00	391'-0"±	124	66	2	N/A	68	158



Notes:
1. All dimensions are along centerline of boardwalk.
2. Clip angles not shown for clarity.
3. Railing and base plates shown are for coordination purposes and may not match exact. See TxDOT standard for details.
4. The boardwalk centerline shown is chorded and not a smooth radial centerline. Therefore stationing and dimensions may differ slightly from those shown on site drawings.

PARTIAL BOARDWALK PLAN NO. 1

Scale: Not To Scale

STATE OF TEXAS
JASON V. PHILBIN
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8-6-18

Drawings Developed By:
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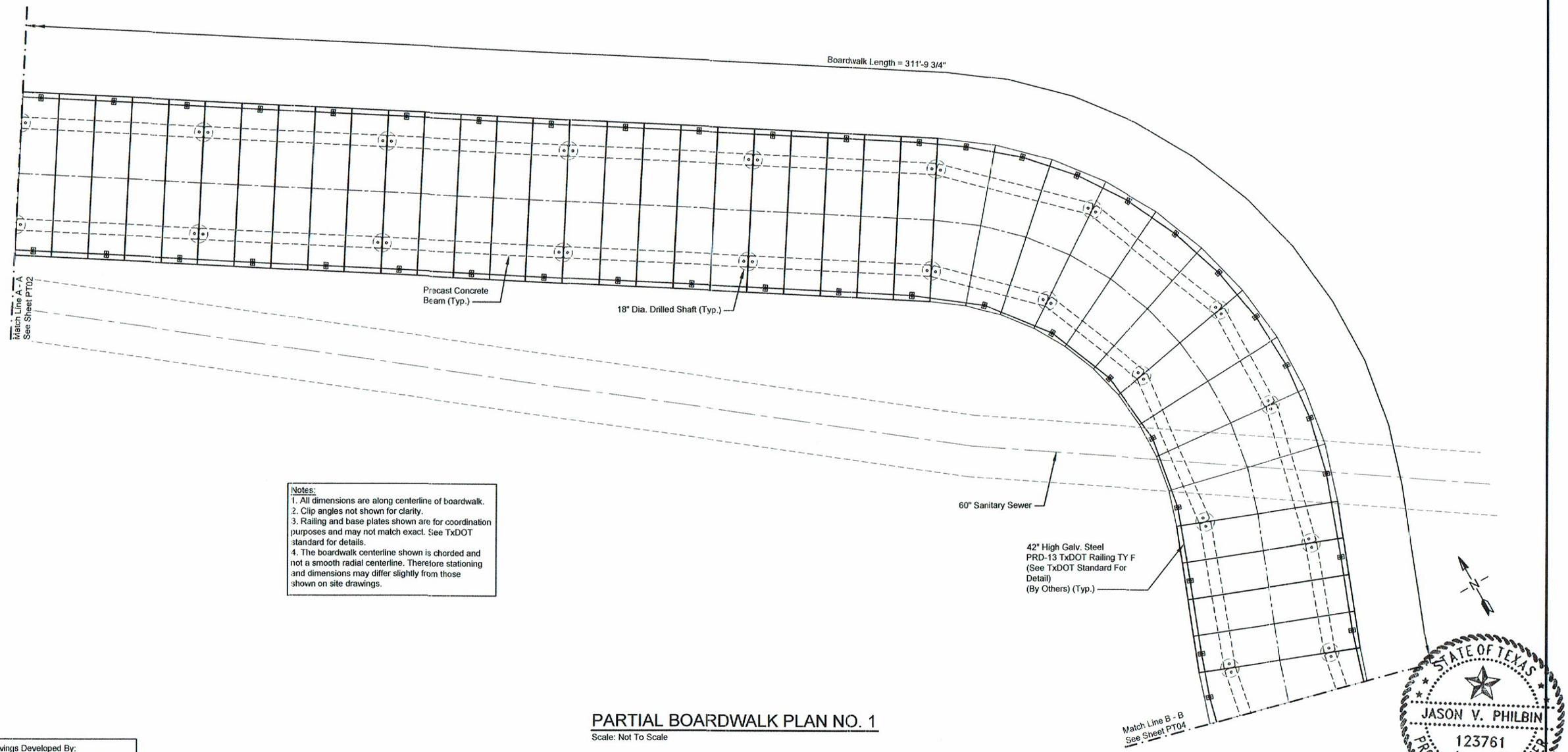
ROUNDROCK, TEXAS

JOB NUMBER: 2017-846
DATE: 08/03/2018
DESIGNED BY: EMD
DRAWN BY: RPU
CHECKED BY: EMD
SHEET NO.
PT02 50



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ROUNDROCK TEXAS

JOB NUMBER: 2017-846
DATE: 08/03/2018
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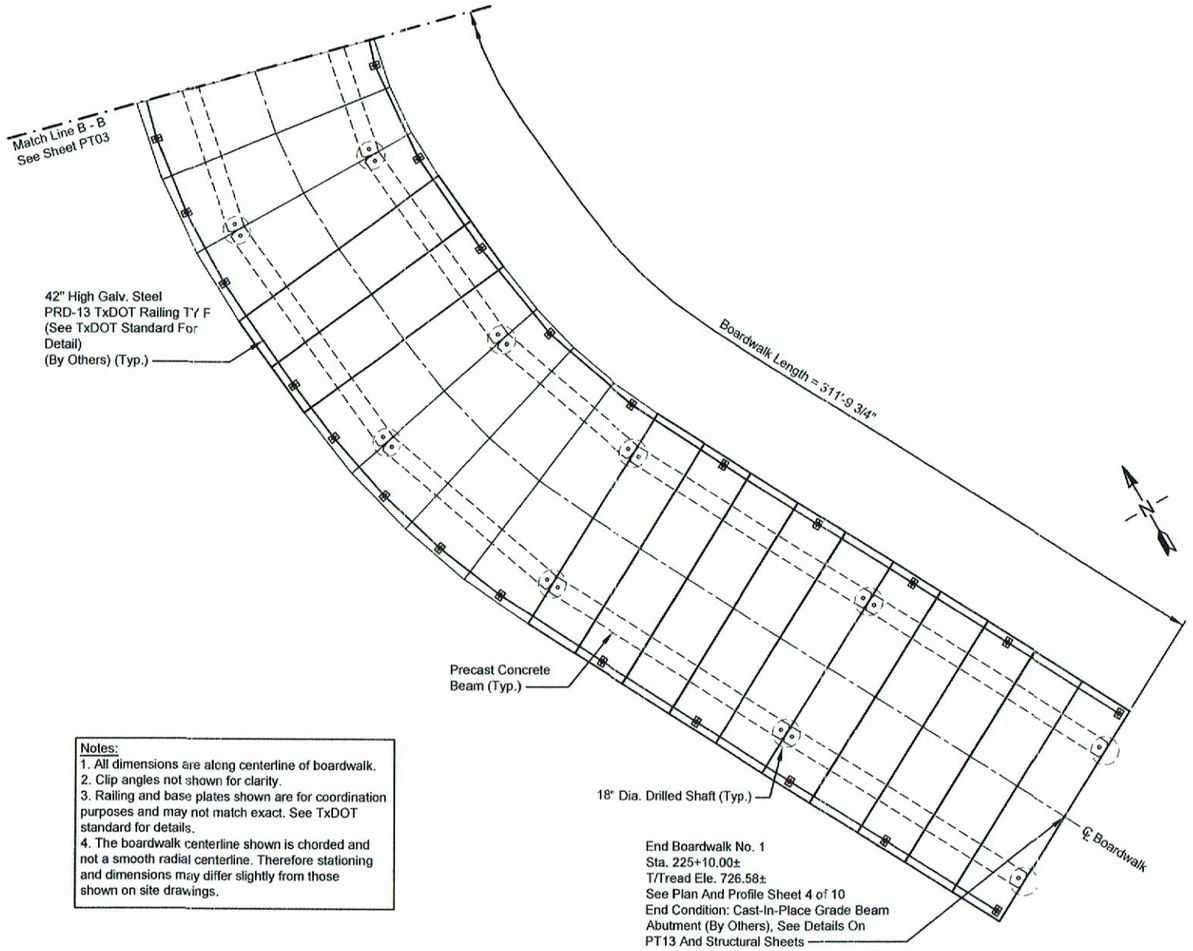
SHEET NO.
PT03 51



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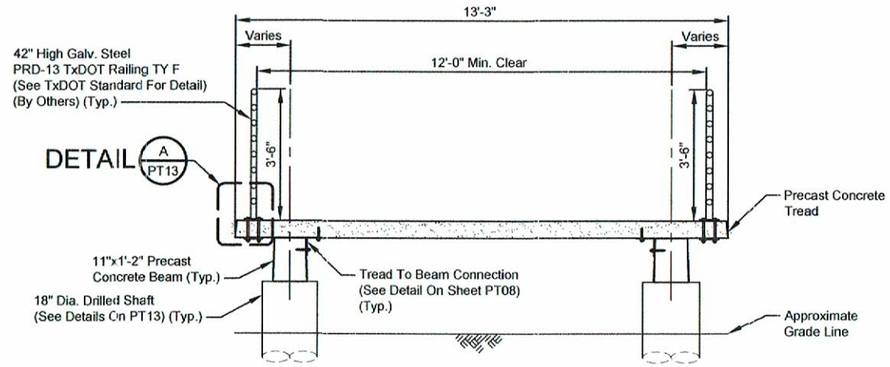
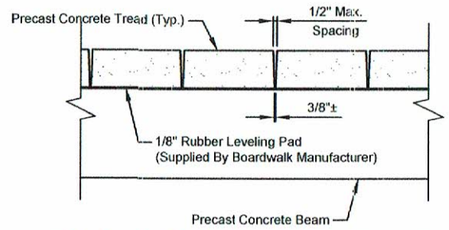


TYPICAL SECTION

Scale = 1/2" = 1'-0"



TYPICAL TREAD SPACING DETAIL

Scale: Not To Scale

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8-6-18

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NORTH CAROLINA
OHIO

PROJECT TITLE:
BRUSHY CREEK REGIONAL TRAIL
ROUNDROCK TEXAS

JOB NUMBER: 2017-846
DATE: 08/03/2018
DESIGNED BY: EMD
DRAWN BY: RPU
CHECKED BY: EMD
SHEET NO.
PT04 52

Notes:
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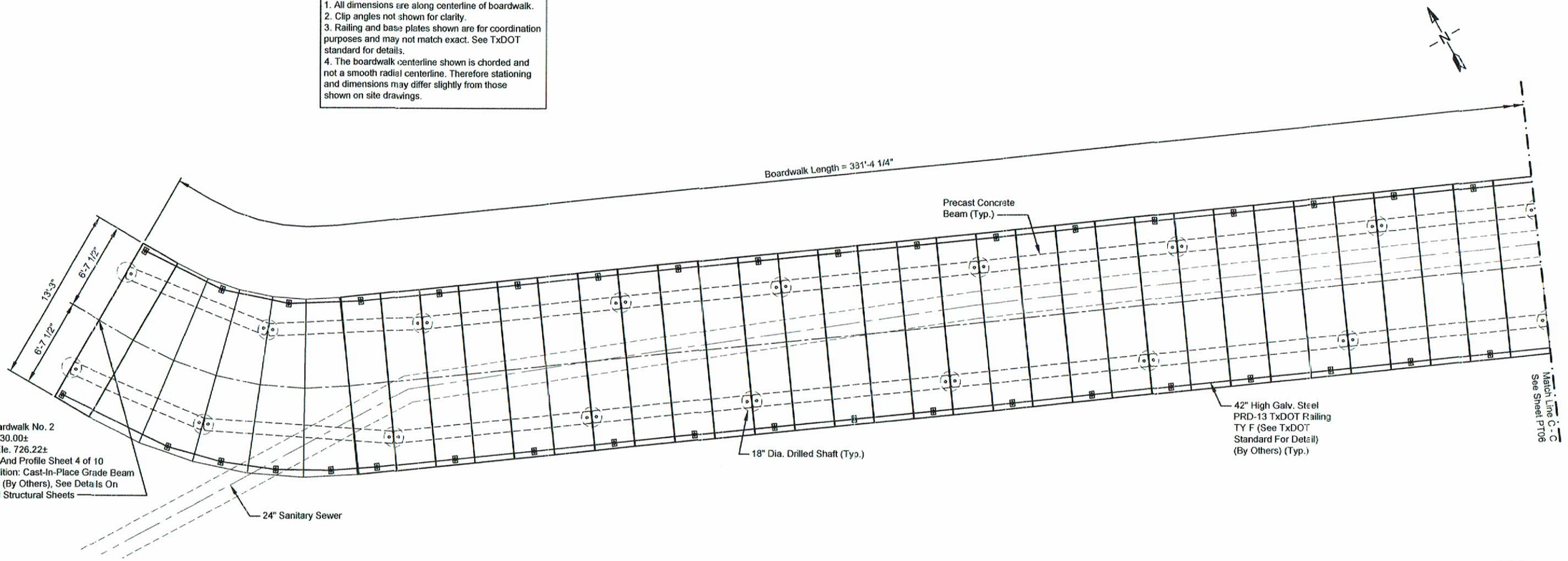

PARTIAL BOARDWALK PLAN NO. 2

Scale: Not To Scale

Drawings Developed By:
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JASON V. PHILBIN
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DATE: 08/03/2018
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CHECKED BY: EMD
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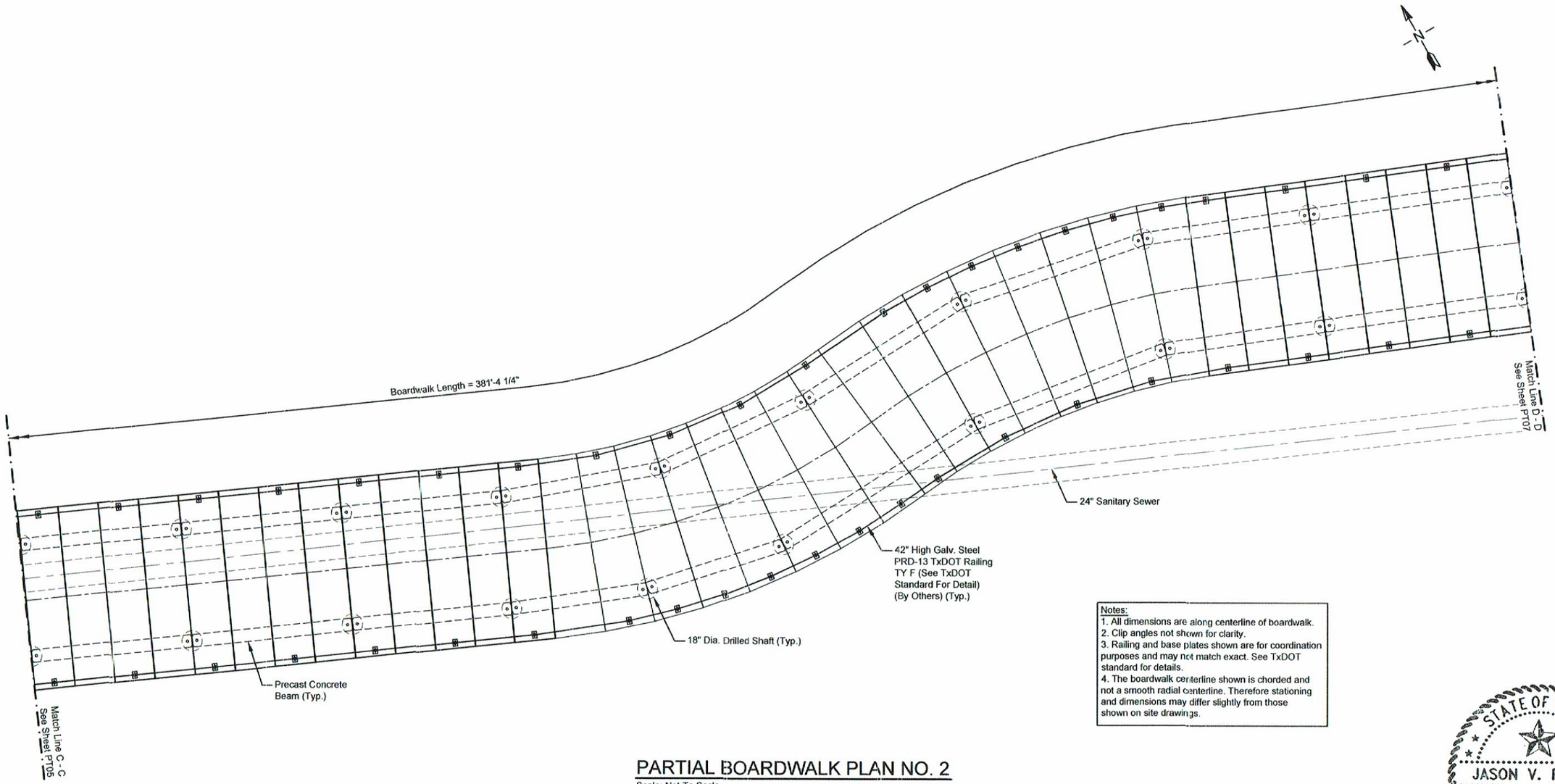

PARTIAL BOARDWALK PLAN NO. 2

Scale: Not To Scale

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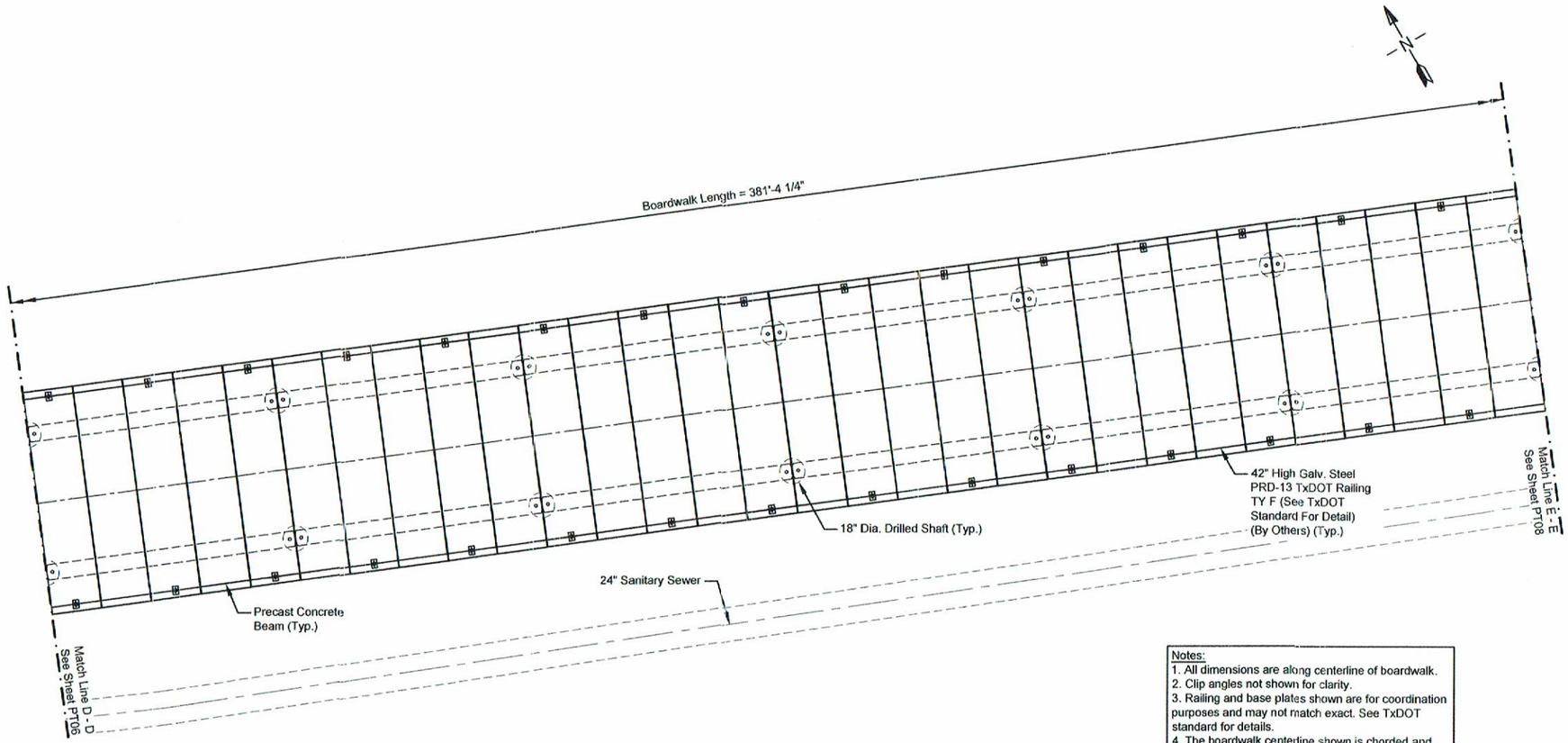
PROJECT TITLE:
BRUSHY CREEK REGIONAL TRAIL
ROUNDROCK, TEXAS

JOB NUMBER: 2017-846
DATE: 08/03/2018
DESIGNED BY: EMD
DRAWN BY: RPU
CHECKED BY: EMD
SHEET NO. PT06 54



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PARTIAL BOARDWALK PLAN NO. 2

Scale: Not To Scale

STATE OF TEXAS
JASON V. PHILBIN
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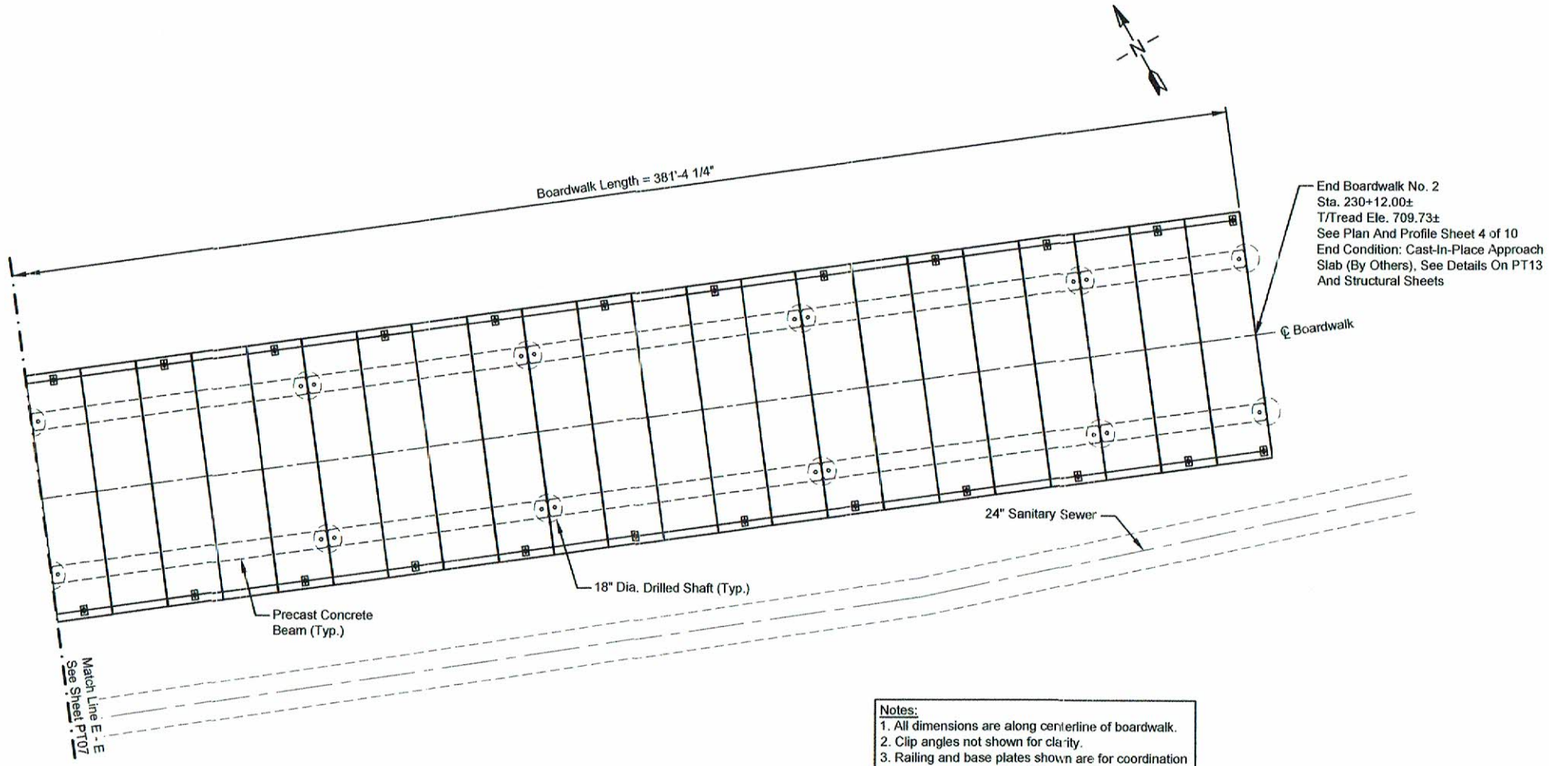
OHIO

PROJECT TITLE:
BRUSHY CREEK REGIONAL TRAIL
ROUNDROCK, TEXAS

JOB NUMBER: 2017-846
DATE: 08/03/2018
DESIGNED BY: EMD
DRAWN BY: RPU
CHECKED BY: EMD
SHEET NO.
PT07 55



Notes:
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PARTIAL BOARDWALK PLAN NO. 2

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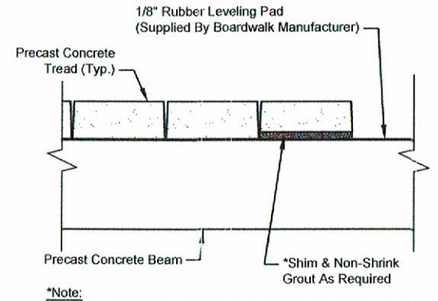
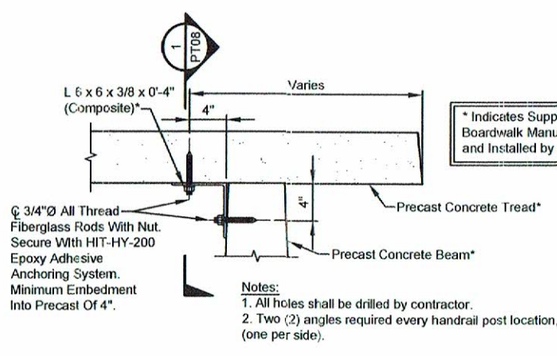


*Note:
Due to tolerances and variance in precast production and installation accuracy, shimming and grouting may be required. Where required the entire bearing area and void shall be shim and grouted.

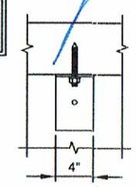
TYPICAL SHIM/GROUT DETAIL

Scale: Not To Scale (UNDER TREAD)



Notes:
1. All holes shall be drilled by contractor.
2. Two (2) angles required every handrail post location, (one per side).

* Indicates Supplied By Boardwalk Manufacturer and Installed by contractor



1 PT08 SECTION
Scale: 1 1/2" = 1'-0"

TREAD TO BEAM CONNECTION

Scale: Not To Scale

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JASON V. PHILBIN
123761
LICENSED
PROFESSIONAL ENGINEER
6-6-18

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ROUNDROCK, TEXAS

JOB NUMBER:	2017-846
DATE:	08/03/2018
DESIGNED BY:	EMD
DRAWN BY:	RPU
CHECKED BY:	EMD
SHEET NO.	PT08 56

Notes:
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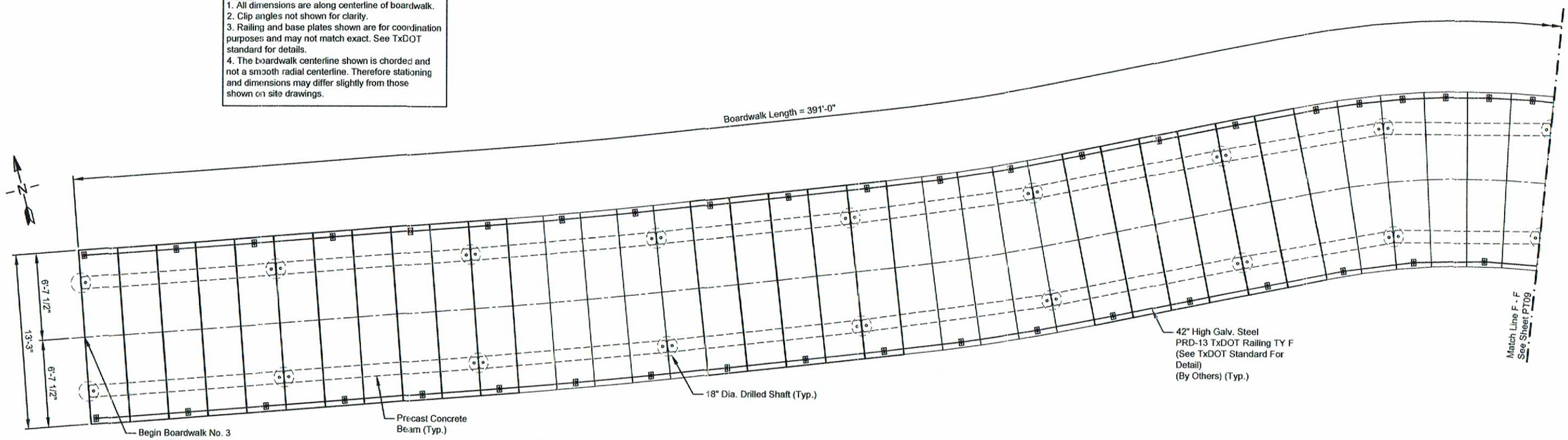
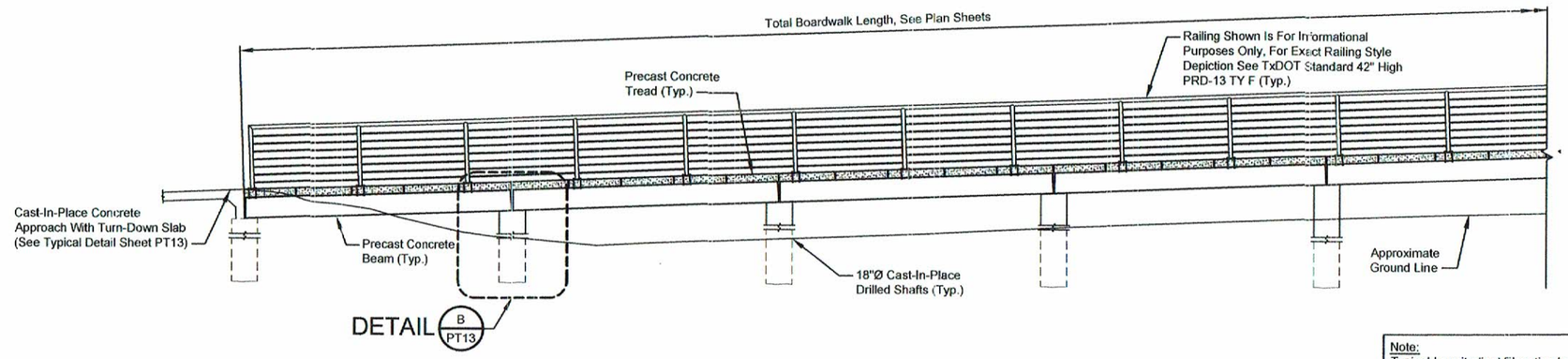


PARTIAL BOARDWALK PLAN NO. 3

Scale: Not To Scale



TYPICAL PARTIAL BOARDWALK LONGITUDINAL ELEVATION

Scale: 1/4" = 1'-0"

Note:
Typical Longitudinal Elevation Is Shown For Informational Purposes Only And Should Not Be Used For Bidding Purposes. See Plan And Profile Sheets For Actual Elevation Information.

STATE OF TEXAS
JASON V. PHILBIN
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6-6-18

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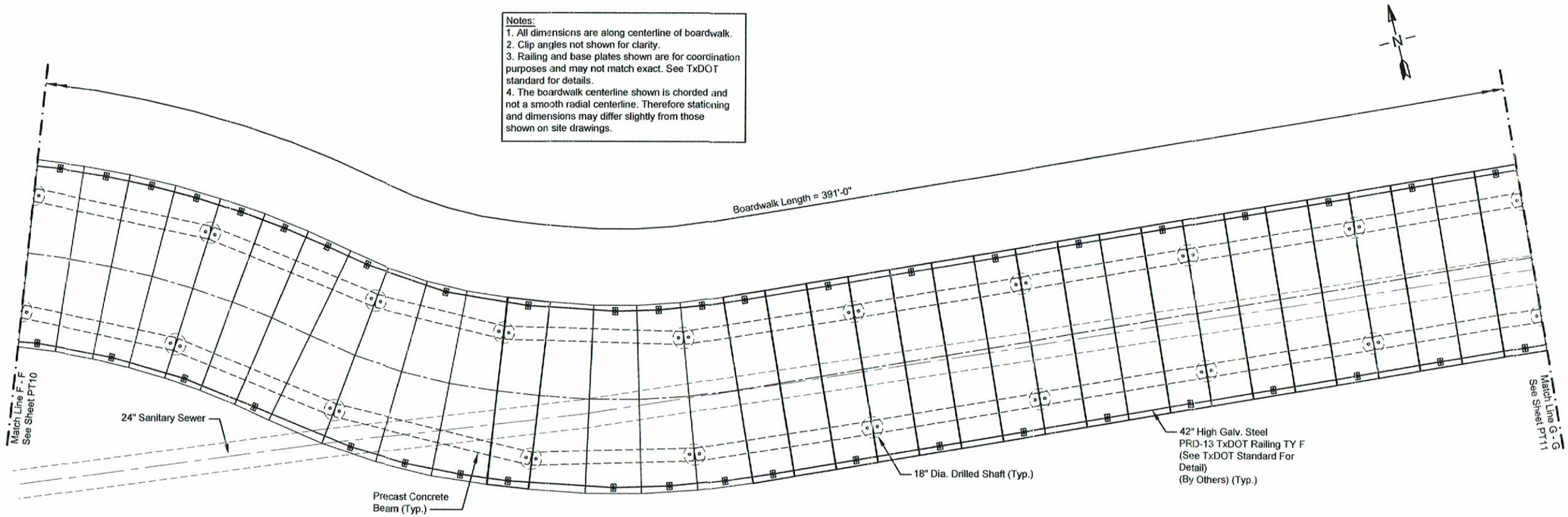
CHECKED BY: EMD
SHEET NO.
PT09 57

Notes:
1. All dimensions are along centerline of boardwalk.
2. Clip angles not shown for clarity.
3. Railing and base plates shown are for coordination purposes and may not match exact. See TxDOT standard for details.
4. The boardwalk centerline shown is chorded and not a smooth radial centerline. Therefore stationing and dimensions may differ slightly from those shown on site drawings.



PARTIAL BOARDWALK PLAN NO. 3

Scale: Not To Scale

STATE OF TEXAS
JASON V. PHILBIN
123761
LICENSED
PROFESSIONAL ENGINEER
8-6-18

Drawings Developed By:
PERMATRAK NORTH AMERICA
6419 Bannington Road, Suite B
CHARLOTTE, NC 28226
TBPE FIRM NO. 18057

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PREPARED FOR:
PAPE-DAWSON ENGINEERS,
RVI PLANNING + LANDSCAPE ARCHITECTURE

FOR REVIEW & APPROVAL

Drawings Developed By:
PermaTrak®
The Concrete Boardwalk Company
www.permatrak.com TEL: 877-332-7862

OFFICE LOCATIONS
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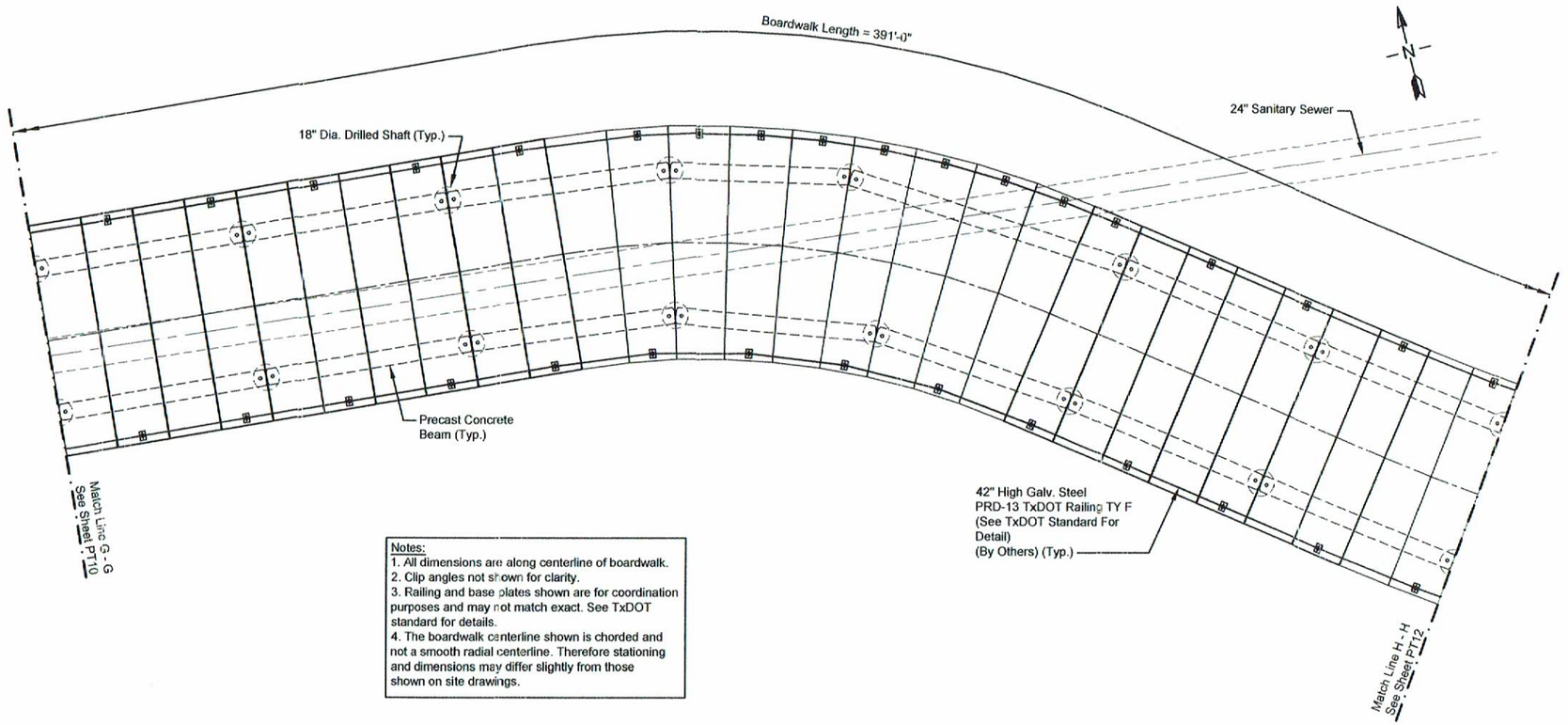
LOUISIANA
NORTH CAROLINA
OHIO

PROJECT TITLE:
BRUSHY CREEK REGIONAL TRAIL
ROUNDROCK TEXAS

JOB NUMBER:	2017-846
DATE:	08/03/2018
DESIGNED BY:	EMD
DRAWN BY:	RPU
CHECKED BY:	EMD
SHEET NO.	PT10 58



Notes:
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STATE OF TEXAS
JASON V. PHILBIN
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PARTIAL BOARDWALK PLAN NO. 3

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JOB NUMBER:	2017-846
DATE:	08/03/2018
DESIGNED BY:	EMD
DRAWN BY:	RPU
CHECKED BY:	EMD
SHEET NO.	PT11 59

Notes:
1. All dimensions are along centerline of boardwalk.
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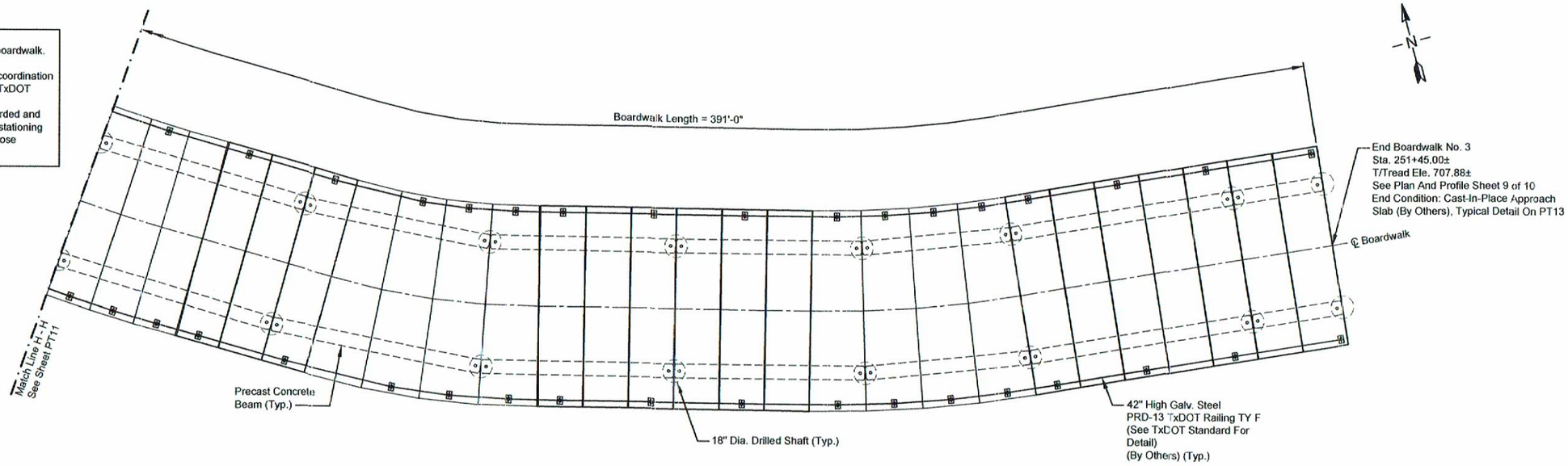
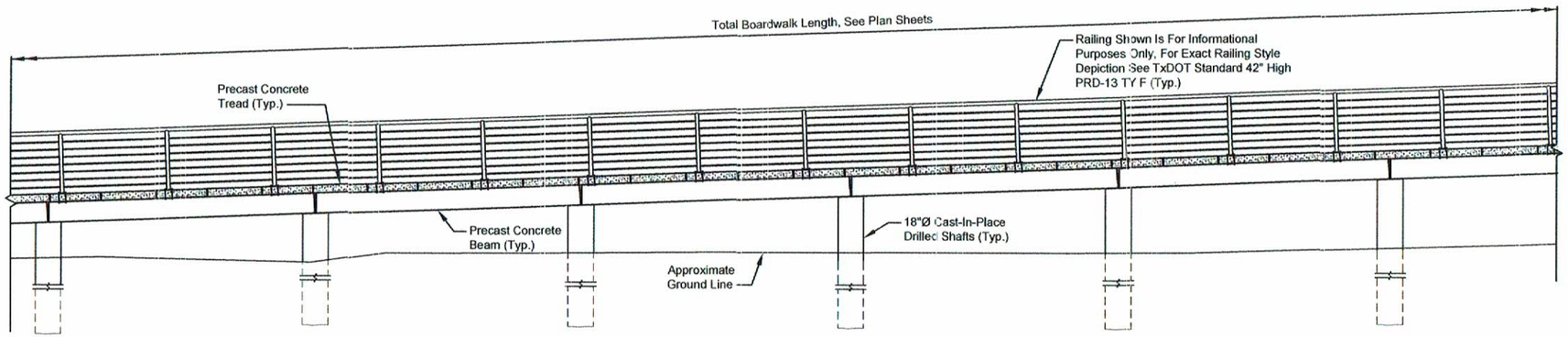


PARTIAL BOARDWALK PLAN NO. 3

Scale: Not To Scale



TYPICAL PARTIAL BOARDWALK LONGITUDINAL ELEVATION

Scale: 1/4" = 1'-0"

Note:
Typical Longitudinal Elevation Is Shown For Informational Purposes Only And Should Not Be Used For Bidding Purposes. See Plan And Profile Sheets For Actual Elevation Information.

STATE OF TEXAS
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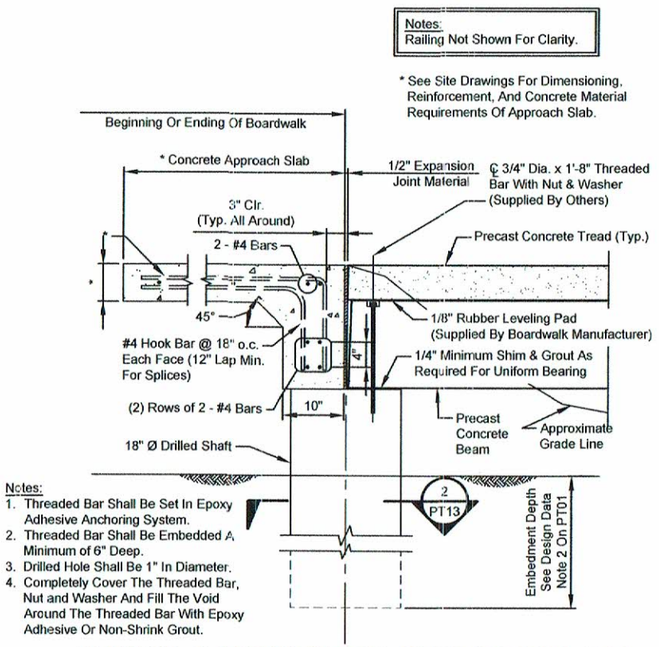
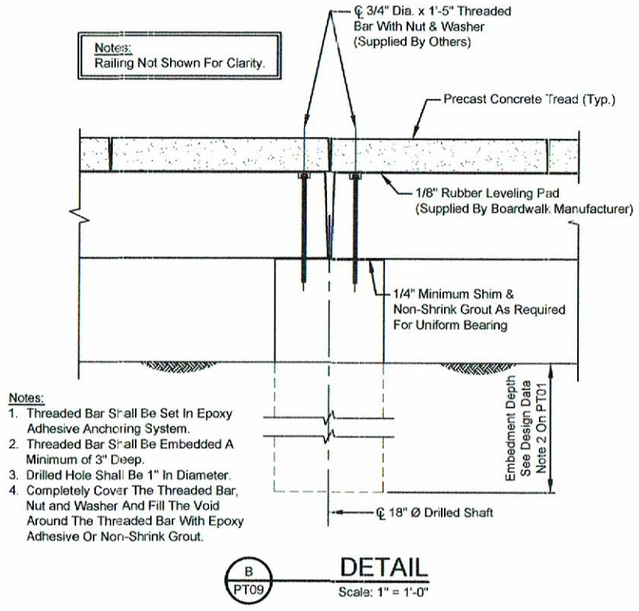
CHECKED BY:	EMD
SHEET NO.	PT12 60



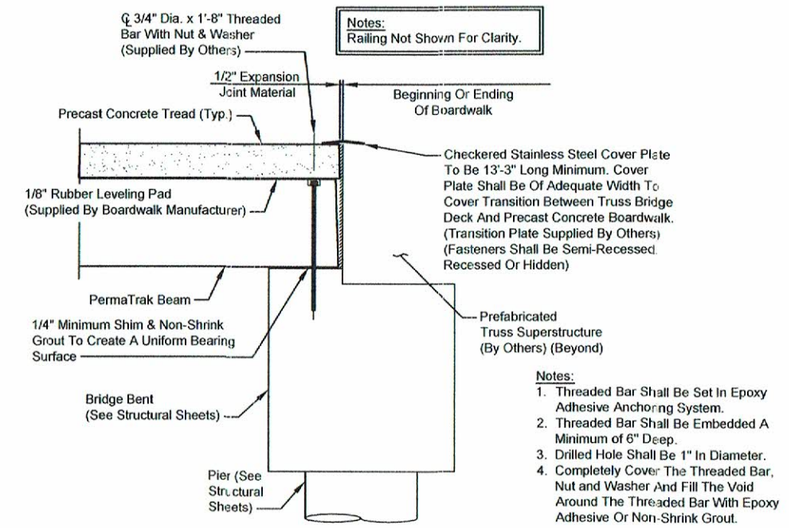
TYPICAL CAST-IN-PLACE APPROACH DETAIL

Scale: 1" = 1'-0"



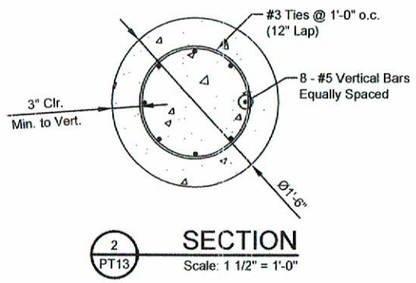
B PT09 **DETAIL**

Scale: 1" = 1'-0"



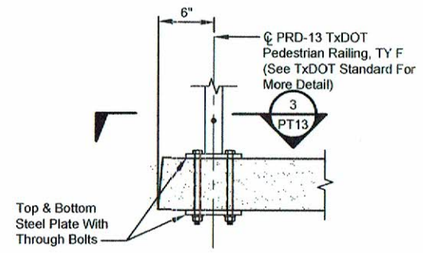
TYPICAL CAST-IN-PLACE GRADE BEAM ABUTMENT DETAIL

Scale: 1" = 1'-0"



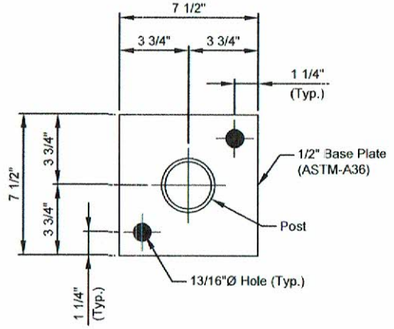
2 PT13 **SECTION**

Scale: 1 1/2" = 1'-0"



A PT04 **DETAIL**

Scale: Not To Scale



S PT13 **SECTION**

Scale: Not To Scale

STATE OF TEXAS
JASON V. PHILBIN
123761
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8-6-18

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www.permatrak.com TEL: 877-332-7862

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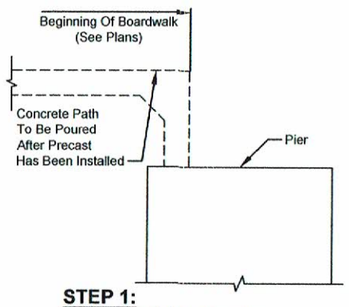
PROJECT TITLE:
BRUSHY CREEK REGIONAL TRAIL
ROUNDROCK, TEXAS

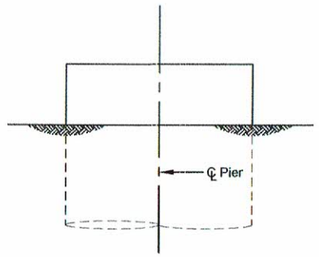
JOB NUMBER:	2017-846
DATE:	08/03/2018
DESIGNED BY:	EMD
DRAWN BY:	RPU
CHECKED BY:	EMD
SHEET NO.	PT13 61

Precast Concrete Installation Diagrams

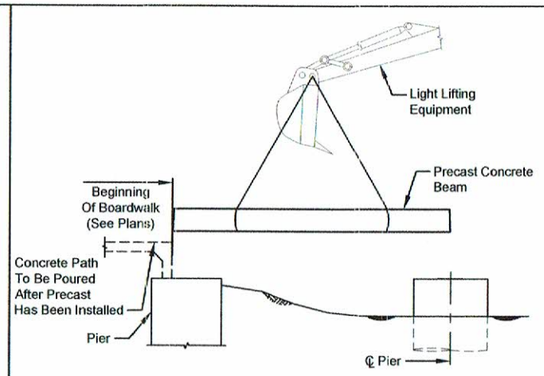
NOTES:
This document is intended to provide the installer guidelines for typical Precast Concrete applications. It is not meant to be all inclusive and may be adjusted based upon encountered field conditions.



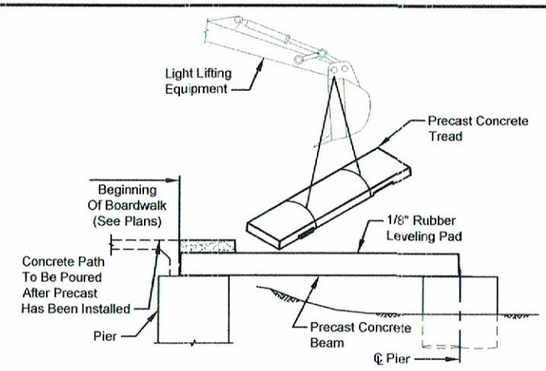
STEP 1:
Survey center of pier control points.
Excavate subgrade to bearing elevation.
Set pier supplied by contractor.
Check horizontal and vertical contour.



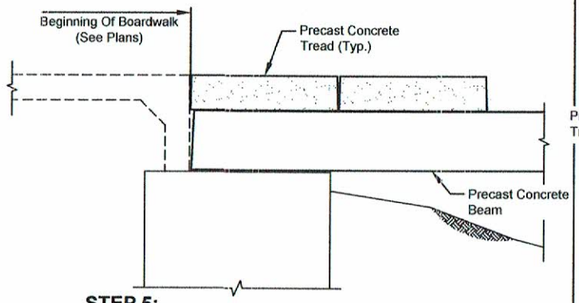
STEP 2:
Survey center of pier control points.
Excavate subgrade to bearing elevation.
Set pier supplied by contractor.
Check horizontal and vertical contour.



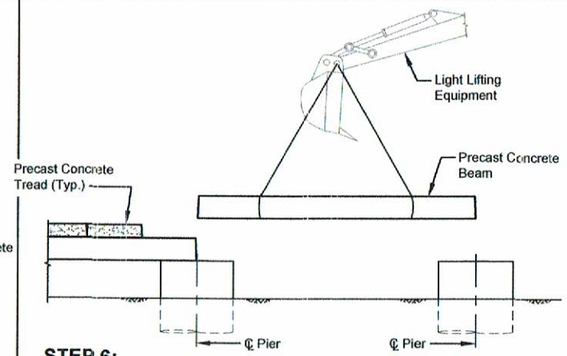
STEP 3:
Position beam over piers and place in final position.



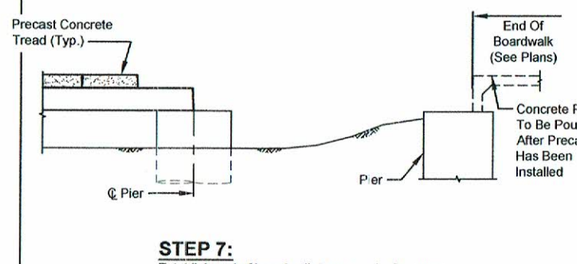
STEP 4:
Lay rubber leveling pad on top of beam, position precast tread on top of beam, be sure tread fits snug against abutment.



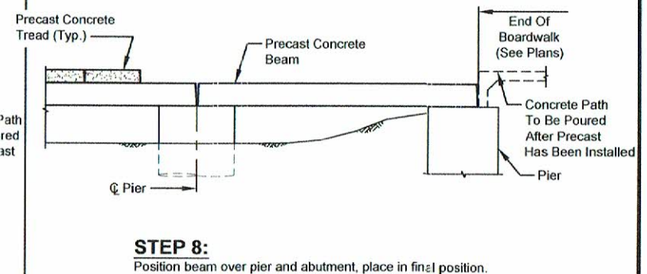
STEP 5:
Set 2nd tread ahead of 1st tread, aligning tongues with grooves, check joint spacing, adjust tread position if needed, continue setting treads until 1/3 span reached.



STEP 6:
Continue installing piers, beams and treads at design locations until reaching ending abutment. If "Top Down Construction" is desired then the engineer must be contacted for approval. Top surface of boardwalk must be protected with plywood or other means while operating machinery on the boardwalk.



STEP 7:
Establish end of boardwalk (may need adjustment based upon accuracy of installed portion in steps 1 - 6). Survey center of pier control points. Excavate subgrade to bearing elevation. Set pier supplied by contractor. Check horizontal, vertical contour and check squareness with boardwalk alignment and adjust if necessary.



STEP 8:
Position beam over pier and abutment, place in final position. Install treads on top of beams (per steps 4 - 5) until complete.

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JOB NUMBER:	2017-846
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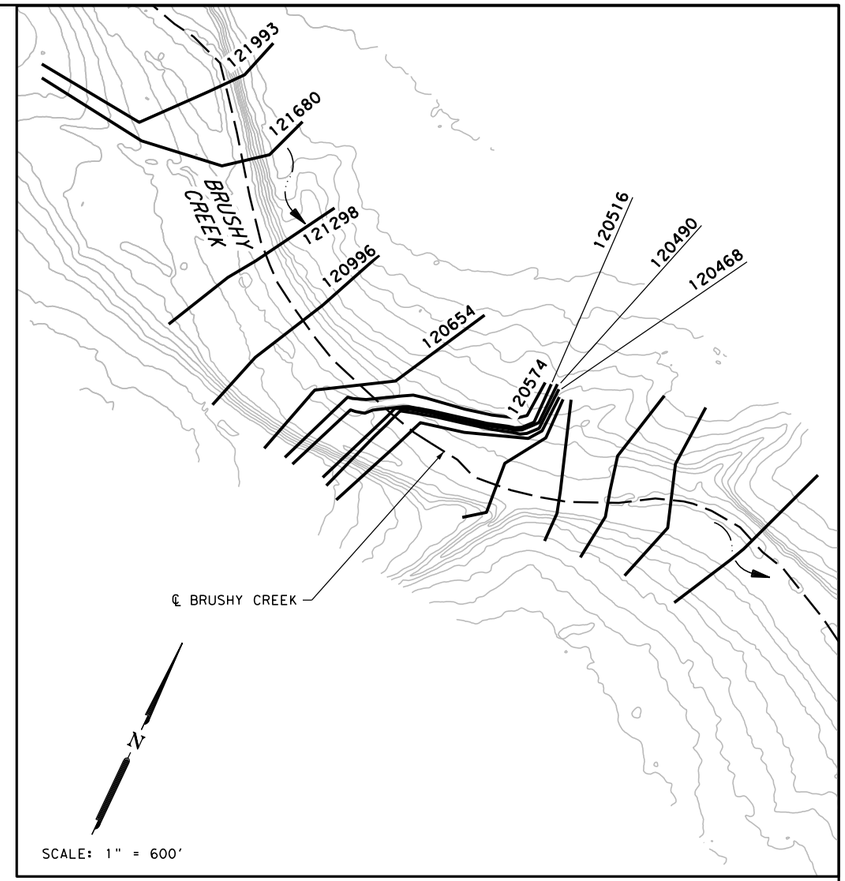
DESIGNED BY:	EMD
DRAWN BY:	RPU
CHECKED BY:	EMD
SHEET NO.	PT14 62

HEC-RAS CROSS SECTION OUTPUT

Reach	River Sta	Profile	Plan	Q Total (cfs)	Min Ch El (ft)	W.S. Elev (ft)	Crit W.S. (ft)	E.G. Elev (ft)	E.G. Slope (ft/ft)	Vel Chnl (ft/s)	Flow Area (sq ft)	Top Width (ft)	Froude # Chl
Reach1	121993	2yr_Existing	CorEff	2380	724.48	733.80		734.16	0.00493	4.93	534.73	129.62	0.35
Reach1	121993	2yr_Existing	Prop	2380	724.48	733.80		734.16	0.00493	4.93	534.73	129.62	0.35
Reach1	121993	100yr_Existing	CorEff	15400	724.48	743.24		743.83	0.00369	7.41	3136.85	439.31	0.34
Reach1	121993	100yr_Existing	Prop	15400	724.48	743.24		743.83	0.00369	7.41	3136.90	439.31	0.34
Reach1	121993	500yr_Existing	CorEff	25400	724.48	746.70		747.33	0.00335	8.14	4766.33	503.85	0.34
Reach1	121993	500yr_Existing	Prop	25400	724.48	746.70		747.34	0.00334	8.14	4767.84	504.02	0.34
Reach1	121680	2yr_Existing	CorEff	2390	723.40	732.75		733.00	0.00307	4.23	678.06	169.25	0.31
Reach1	121680	2yr_Existing	Prop	2390	723.40	732.75		733.00	0.00307	4.23	678.06	169.25	0.31
Reach1	121680	100yr_Existing	CorEff	15400	723.40	742.43		743.07	0.00279	7.68	3202.65	435.18	0.34
Reach1	121680	100yr_Existing	Prop	15400	723.40	742.43		743.07	0.00279	7.68	3202.71	435.18	0.34
Reach1	121680	500yr_Existing	CorEff	25500	723.40	745.97		746.70	0.00270	8.66	4935.65	525.54	0.35
Reach1	121680	500yr_Existing	Prop	25500	723.40	745.98		746.70	0.00270	8.65	4937.60	525.95	0.35
Reach1	121298	2yr_Existing	CorEff	2390	722.07	731.57		731.76	0.00300	3.49	685.28	120.05	0.26
Reach1	121298	2yr_Existing	Prop	2390	722.07	731.57		731.76	0.00300	3.49	685.28	120.05	0.26
Reach1	121298	100yr_Existing	CorEff	15400	722.07	741.02		741.62	0.00331	6.68	2881.14	360.72	0.31
Reach1	121298	100yr_Existing	Prop	15400	722.07	741.02		741.62	0.00331	6.68	2881.23	360.73	0.31
Reach1	121298	500yr_Existing	CorEff	25500	722.07	744.27		745.08	0.00371	8.09	4221.72	457.01	0.34
Reach1	121298	500yr_Existing	Prop	25500	722.07	744.27		745.09	0.00371	8.09	4224.56	457.11	0.34
Reach1	120996	2yr_Existing	CorEff	2400	721.41	730.24		730.56	0.00531	4.57	529.45	121.73	0.36
Reach1	120996	2yr_Existing	Prop	2400	721.41	730.24		730.56	0.00531	4.57	529.45	121.73	0.36
Reach1	120996	100yr_Existing	CorEff	15400	721.41	739.54		740.44	0.00433	8.28	2511.64	376.14	0.39
Reach1	120996	100yr_Existing	Prop	15400	721.41	739.54		740.44	0.00432	8.28	2511.85	376.16	0.39
Reach1	120996	500yr_Existing	CorEff	25500	721.41	742.62		743.77	0.00470	9.85	3830.83	487.00	0.42
Reach1	120996	500yr_Existing	Prop	25500	721.41	742.63		743.78	0.00469	9.84	3837.07	487.17	0.42
Reach1	120654	2yr_Existing	CorEff	2400	720.66	729.93		730.08	0.00054	3.14	764.26	161.42	0.25
Reach1	120654	2yr_Existing	Prop	2400	720.66	729.93		730.08	0.00054	3.14	764.26	161.42	0.25
Reach1	120654	100yr_Existing	CorEff	15400	720.66	739.34		739.77	0.00082	5.55	3815.15	526.38	0.27
Reach1	120654	100yr_Existing	Prop	15400	720.66	739.34		739.77	0.00082	5.55	3815.47	526.39	0.27
Reach1	120654	500yr_Existing	CorEff	25500	720.66	742.38		742.98	0.00102	6.85	5463.75	558.38	0.3
Reach1	120654	500yr_Existing	Prop	25500	720.66	742.39		743.00	0.00101	6.84	5471.25	558.50	0.3
Reach1	120574	2yr_Existing	CorEff	2400	720.48	729.69	725.31	729.95	0.00491	4.10	594.24	123.14	0.29
Reach1	120574	2yr_Existing	Prop	2400	720.48	729.69	725.31	729.95	0.00491	4.10	594.24	123.14	0.29
Reach1	120574	100yr_Existing	CorEff	15400	720.48	739.04	732.92	739.58	0.00418	6.93	3284.16	705.33	0.31
Reach1	120574	100yr_Existing	Prop	15400	720.48	739.04	732.92	739.58	0.00418	6.93	3284.72	705.37	0.31
Reach1	120574	500yr_Existing	CorEff	25500	720.48	742.30	738.37	742.69	0.00277	6.39	5773.43	785.52	0.26
Reach1	120574	500yr_Existing	Prop	25500	720.48	742.31	738.37	742.70	0.00275	6.38	5784.55	785.58	0.26
Reach1	120552			Bridge									
Reach1	120516	2yr_Existing	CorEff	2400	720.35	729.25	724.97	729.46	0.00417	3.70	652.96	117.99	0.26
Reach1	120516	2yr_Existing	Prop	2400	720.35	729.25	724.97	729.46	0.00417	3.70	652.96	117.99	0.26
Reach1	120516	100yr_Existing	CorEff	15400	720.35	737.88	731.84	738.50	0.00482	7.06	2860.12	640.16	0.33
Reach1	120516	100yr_Existing	Prop	15400	720.35	737.88	731.84	738.50	0.00482	7.06	2860.51	640.21	0.33
Reach1	120516	500yr_Existing	CorEff	25500	720.35	741.98	736.85	742.35	0.00243	5.92	5791.41	755.49	0.24
Reach1	120516	500yr_Existing	Prop	25500	720.35	741.99	736.85	742.36	0.00242	5.91	5800.72	755.65	0.24
Reach1	120490	2yr_Existing	CorEff	2400	720.28	729.24	725.19	729.40	0.00072	3.23	751.69	179.46	0.25
Reach1	120490	2yr_Existing	Prop	2400	720.28	729.24	725.19	729.40	0.00072	3.23	751.69	179.46	0.25
Reach1	120490	100yr_Existing	CorEff	15500	720.28	737.90	731.26	738.34	0.00103	6.00	4391.58	785.83	0.28
Reach1	120490	100yr_Existing	Prop	15500	720.28	737.91	731.26	738.34	0.00103	6.00	4392.06	785.84	0.28
Reach1	120490	500yr_Existing	CorEff	25500	720.28	741.94	734.25	742.28	0.00074	5.90	7738.82	861.34	0.25
Reach1	120490	500yr_Existing	Prop	25500	720.28	741.95	734.25	742.29	0.00074	5.89	7749.44	861.41	0.25
Reach1	120480			Culvert									
Reach1	120468	2yr_Existing	CorEff	2400	720.22	729.10	724.70	729.25	0.00193	3.14	774.66	170.46	0.24
Reach1	120468	2yr_Existing	Prop	2400	720.22	729.10	724.70	729.25	0.00193	3.14	774.66	170.46	0.24
Reach1	120468	100yr_Existing	CorEff	15500	720.22	737.98	731.20	738.25	0.00135	4.91	4861.50	812.16	0.23
Reach1	120468	100yr_Existing	Prop	15500	720.22	737.98	731.20	738.25	0.00135	4.91	4862.09	812.17	0.23
Reach1	120468	500yr_Existing	CorEff	25500	720.22	742.00	734.03	742.21	0.00089	4.72	8255.82	871.31	0.2
Reach1	120468	500yr_Existing	Prop	25500	720.22	742.01	734.03	742.22	0.00088	4.72	8266.08	871.36	0.2



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WATER SURFACE ELEVATIONS COMPUTED USING A HEC-RAS (V.5.0.3) MODEL CREATED FOR BRUSHY CREEK.
FILE NAME: "BRUSHY_CREEK.PRJ".

THE ORIGINAL MODEL WAS DEVELOPED THROUGH A 2015 FEMA STUDY OF THE UPPER BRUSHY CREEK WATERSHED. EFFECTIVE AND PROPOSED MODELS WERE DEVELOPED USING SURVEY DATA AND LIDAR DATA.

CORRECTED EFFECTIVE MODEL CREATED AFTER ADDING ADDITIONAL CROSS SECTIONS NEAR PROPOSED BRIDGE LOCATION. PROPOSED MODEL CREATED AFTER ADDING PROPOSED BRIDGE STRUCTURE TO MODEL.

HYDROLOGIC METHOD:
EFFECTIVE FLOWS WERE OBTAINED FROM THE 2015 FEMA STUDY HEC-RAS MODEL. FLOWS WERE USED TO ANALYZE CONDITIONS IN THE CORRECTED EFFECTIVE AND PROPOSED MODELS.

DESIGN

STATE OF TEXAS — LUKE REED — 101242 — LICENSED PROFESSIONAL ENGINEER

LUKE REED, P.E. — 7/30/2018 DATE

REVIEW AND APPROVAL

STATE OF TEXAS — JAMES A. LUTZ — 84722 — LICENSED PROFESSIONAL ENGINEER

JAMES A. LUTZ, P.E. — 7/30/2018 DATE

PAPE-DAWSON ENGINEERS
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TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

BRUSHY CREEK TRAIL
HYDRAULIC DATA
BRUSHY CREEK TRAIL PEDESTRIAN BRIDGE

SHEET 1 OF 6

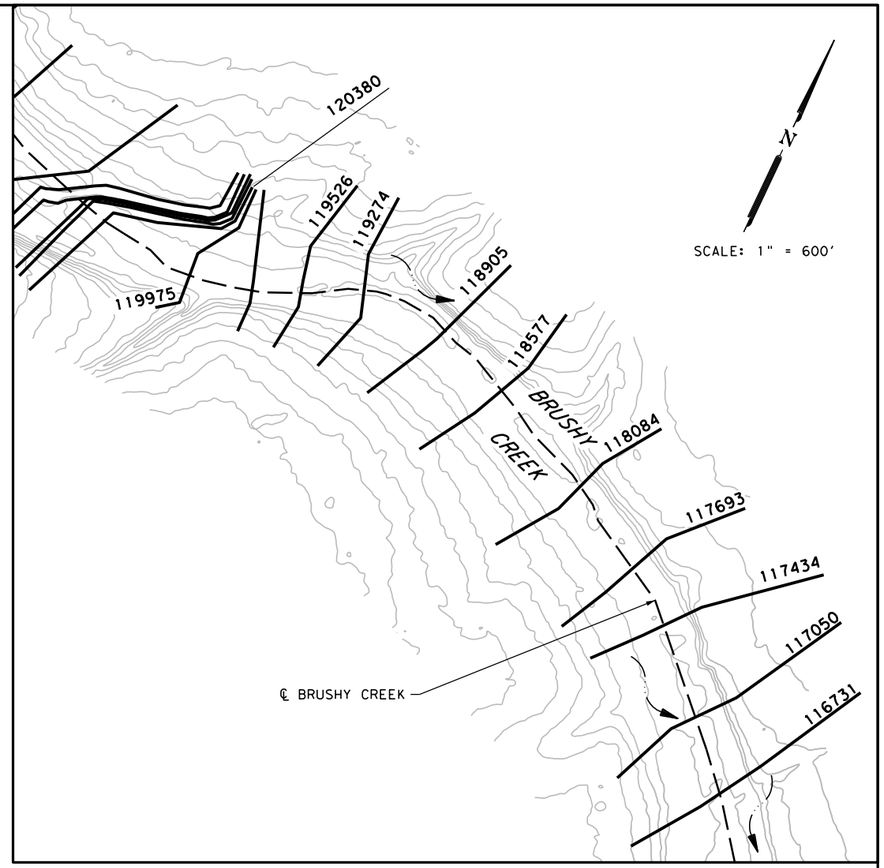
100%SUBMITTAL	PROJECT NO.: STP 1802(205)TP		DATE: 7/30/2018
DRWN.BY: EG	DSGN.BY: EG	CHKD.BY: HM	SHEET NO.: 63

Plotted on: 7/30/2018

Design Filename: H:\projects\508\67\00\design\Civil\Drainage\508700HDS_BRIDGE01.dgn

HEC-RAS CROSS SECTION OUTPUT

Reach	River Sta	Profile	Plan	Q Total (cfs)	Min Ch El (ft)	W.S. Elev (ft)	Crit W.S. (ft)	E.G. Elev (ft)	E.G. Slope (ft/ft)	Vel Chnl (ft/s)	Flow Area (sq ft)	Top Width (ft)	Froude # Chl
Reach1	120380	2yr_Existing	CorEff	2410	720.00	728.87	724.45	729.04	0.00285	3.30	731.02	161.58	0.27
Reach1	120380	2yr_Existing	Prop	2410	720.00	728.87	724.45	729.04	0.00285	3.30	731.02	161.58	0.27
Reach1	120380	100yr_Existing	CorEff	15500	720.00	737.90	731.28	738.12	0.00129	4.48	5051.95	766.88	0.22
Reach1	120380	100yr_Existing	Prop	15500	720.00	737.90	731.28	738.12	0.00129	4.48	5052.46	766.89	0.22
Reach1	120380	500yr_Existing	CorEff	25600	720.00	741.94	734.05	742.13	0.00089	4.43	8240.97	806.50	0.19
Reach1	120380	500yr_Existing	Prop	25600	720.00	741.95	734.05	742.14	0.00089	4.43	8250.62	806.56	0.19
Reach1	119975	2yr_Existing	CorEff	2410	718.96	727.75		727.95	0.00250	3.64	665.71	136.72	0.28
Reach1	119975	2yr_Existing	Prop	2410	718.96	727.75		727.95	0.00250	3.64	665.71	136.72	0.28
Reach1	119975	100yr_Existing	CorEff	15500	718.96	736.95		737.49	0.00210	6.55	3153.67	387.26	0.3
Reach1	119975	100yr_Existing	Prop	15500	718.96	736.95		737.49	0.00210	6.55	3154.08	387.29	0.3
Reach1	119975	500yr_Existing	CorEff	25600	718.96	741.06		741.65	0.00179	7.16	4883.75	442.17	0.29
Reach1	119975	500yr_Existing	Prop	25600	718.96	741.07		741.66	0.00179	7.15	4890.34	442.33	0.29
Reach1	119720	2yr_Existing	CorEff	2410	718.30	727.22		727.41	0.00180	3.46	695.96	120.51	0.25
Reach1	119720	2yr_Existing	Prop	2410	718.30	727.22		727.41	0.00180	3.46	695.96	120.51	0.25
Reach1	119720	100yr_Existing	CorEff	15500	718.30	736.27		736.96	0.00226	7.18	2738.51	305.94	0.33
Reach1	119720	100yr_Existing	Prop	15500	718.30	736.28		736.96	0.00226	7.17	2738.89	305.95	0.33
Reach1	119720	500yr_Existing	CorEff	25600	718.30	740.33		741.18	0.00218	8.29	4111.98	380.17	0.34
Reach1	119720	500yr_Existing	Prop	25600	718.30	740.35		741.20	0.00217	8.28	4118.81	380.33	0.34
Reach1	119526	2yr_Existing	CorEff	2420	717.80	726.69		726.93	0.00343	3.96	611.82	125.26	0.32
Reach1	119526	2yr_Existing	Prop	2420	717.80	726.69		726.93	0.00343	3.96	611.82	125.26	0.32
Reach1	119526	100yr_Existing	CorEff	15500	717.80	735.79		736.45	0.00295	6.98	2659.83	312.21	0.34
Reach1	119526	100yr_Existing	Prop	15500	717.80	735.79		736.45	0.00295	6.98	2660.27	312.25	0.34
Reach1	119526	500yr_Existing	CorEff	25600	717.80	739.89		740.70	0.00269	7.97	4114.37	378.36	0.34
Reach1	119526	500yr_Existing	Prop	25600	717.80	739.91		740.71	0.00268	7.95	4122.02	378.64	0.33
Reach1	119274	2yr_Existing	CorEff	2420	717.16	725.81		726.04	0.00360	3.87	627.06	132.50	0.3
Reach1	119274	2yr_Existing	Prop	2420	717.16	725.81		726.04	0.00360	3.87	627.07	132.50	0.3
Reach1	119274	100yr_Existing	CorEff	15500	717.16	735.06		735.69	0.00316	6.99	2834.46	339.98	0.33
Reach1	119274	100yr_Existing	Prop	15500	717.16	735.06		735.69	0.00315	6.99	2835.08	339.99	0.33
Reach1	119274	500yr_Existing	CorEff	25700	717.16	739.29		740.00	0.00275	7.75	4354.87	377.66	0.32
Reach1	119274	500yr_Existing	Prop	25700	717.16	739.31		740.02	0.00273	7.74	4363.89	377.80	0.32
Reach1	118905	2yr_Existing	CorEff	2420	716.28	724.23		724.57	0.00442	4.69	516.18	97.93	0.36
Reach1	118905	2yr_Existing	Prop	2420	716.28	724.23		724.57	0.00442	4.69	516.19	97.93	0.36
Reach1	118905	100yr_Existing	CorEff	15500	716.28	733.47		734.36	0.00418	8.23	2357.96	262.71	0.39
Reach1	118905	100yr_Existing	Prop	15500	716.28	733.47		734.37	0.00418	8.22	2358.80	262.72	0.39
Reach1	118905	500yr_Existing	CorEff	25700	716.28	737.57		738.76	0.00418	9.79	3585.03	360.87	0.41
Reach1	118905	500yr_Existing	Prop	25700	716.28	737.61		738.79	0.00414	9.76	3599.00	361.64	0.41
Reach1	118577	2yr_Existing	CorEff	2440	715.37	723.27		723.69	0.00178	5.21	468.16	102.20	0.42
Reach1	118577	2yr_Existing	Prop	2440	715.37	723.27		723.69	0.00178	5.21	468.16	102.20	0.42
Reach1	118577	100yr_Existing	CorEff	15600	715.37	732.45		733.46	0.00189	8.75	2445.06	272.73	0.42
Reach1	118577	100yr_Existing	Prop	15600	715.37	732.45		733.47	0.00189	8.75	2446.30	272.75	0.42
Reach1	118577	500yr_Existing	CorEff	25800	715.37	736.38		737.81	0.00207	10.59	3644.24	357.40	0.45
Reach1	118577	500yr_Existing	Prop	25800	715.37	736.44		737.85	0.00204	10.55	3663.35	358.01	0.45
Reach1	118084	2yr_Existing	CorEff	2440	714.10	721.47		722.02	0.00865	5.91	412.81	84.77	0.47
Reach1	118084	2yr_Existing	Prop	2440	714.10	721.48		722.02	0.00865	5.91	412.83	84.77	0.47
Reach1	118084	100yr_Existing	CorEff	15600	714.10	730.74		731.90	0.00621	9.43	2092.96	254.05	0.46
Reach1	118084	100yr_Existing	Prop	15600	714.10	730.75		731.91	0.00620	9.42	2095.24	254.16	0.46
Reach1	118084	500yr_Existing	CorEff	25900	714.10	734.86		736.21	0.00549	10.62	3270.35	317.46	0.45
Reach1	118084	500yr_Existing	Prop	25900	714.10	734.94		736.28	0.00538	10.55	3296.72	318.47	0.44
Reach1	117693	2yr_Existing	CorEff	2450	713.09	719.92		720.45	0.00231	5.85	418.98	91.05	0.48
Reach1	117693	2yr_Existing	Prop	2450	713.09	719.92		720.45	0.00230	5.85	419.06	91.06	0.48
Reach1	117693	100yr_Existing	CorEff	15700	713.09	728.29		730.14	0.00318	11.33	1726.74	213.21	0.57
Reach1	117693	100yr_Existing	Prop	15700	713.09	728.31		730.16	0.00316	11.30	1732.29	213.72	0.57
Reach1	117693	500yr_Existing	CorEff	25900	713.09	731.71		734.36	0.00362	13.88	2576.27	277.72	0.62
Reach1	117693	500yr_Existing	Prop	25900	713.09	731.95		734.50	0.00342	13.62	2645.14	283.74	0.6
Reach1	117434	2yr_Existing	CorEff	2450	712.43	719.44		719.85	0.00204	5.17	473.59	90.35	0.4
Reach1	117434	2yr_Existing	Prop	2450	712.43	719.44		719.85	0.00204	5.17	473.70	90.36	0.4
Reach1	117434	100yr_Existing	CorEff	15700	712.43	727.61		729.13	0.00398	10.40	1861.10	213.61	0.52
Reach1	117434	100yr_Existing	Prop	15700	712.43	727.65		729.15	0.00394	10.37	1868.57	213.89	0.52
Reach1	117434	500yr_Existing	CorEff	26000	712.43	730.89		733.22	0.00461	13.11	2648.59	298.67	0.59
Reach1	117434	500yr_Existing	Prop	26000	712.43	731.17		733.43	0.00436	12.90	2735.99	317.46	0.57
Reach1	117050	2yr_Existing	CorEff	2460	711.44	717.26		718.38	0.00817	8.49	289.84	78.41	0.78
Reach1	117050	2yr_Existing	Prop	2460	711.44	717.27		718.39	0.00815	8.47	290.43	78.68	0.78
Reach1	117050	100yr_Existing	CorEff	15700	711.44	725.93		727.60	0.00386	10.71	1719.48	246.53	0.59
Reach1	117050	100yr_Existing	Prop	15700	711.44	726.05		727.66	0.00370	10.56	1748.00	248.01	0.58
Reach1	117050	500yr_Existing	CorEff	26000	711.44	729.68		731.60	0.00326	11.82	2736.63	305.21	0.56
Reach1	117050	500yr_Existing	Prop	26000	711.44	730.16		731.92	0.00288	11.34	2887.91	330.12	0.53
Reach1	116731	2yr_Existing	CorEff	2470	710.62	716.88		717.18	0.00154	4.42	558.25	107.49	0.34
Reach1	116731	2yr_Existing	Prop	2470	710.62	716.89		717.19	0.00154	4.42	559.23	107.52	0.34
Reach1	116731	100yr_Existing	CorEff	15800	710.62	725.35		726.59	0.00209	9.39	2126.88	304.19	0.45
Reach1	116731	100yr_Existing	Prop	15800	710.62	725.50		726.70	0.00199	9.24	2173.47	307.27	0.44
Reach1	116731	500yr_Existing	CorEff	26100	710.62	729.26		730.69	0.00188	10.55	3479.18	379.23	0.45
Reach1	116731	500yr_Existing	Prop	26100	710.62	729.81		731.11	0.00164	10.08	3690.53	387.07	0.42



NOTE:
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DESIGN

STATE OF TEXAS — LUKE REED — 101242 — LICENSED PROFESSIONAL ENGINEER

LUKE REED, P.E. — 7/30/2018 DATE

REVIEW AND APPROVAL

STATE OF TEXAS — JAMES A. LUTZ — 84722 — LICENSED PROFESSIONAL ENGINEER

JAMES A. LUTZ, P.E. — 7/30/2018 DATE

PAPE-DAWSON ENGINEERS
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TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

BRUSHY CREEK TRAIL
HYDRAULIC DATA
BRUSHY CREEK TRAIL PEDESTRIAN BRIDGE

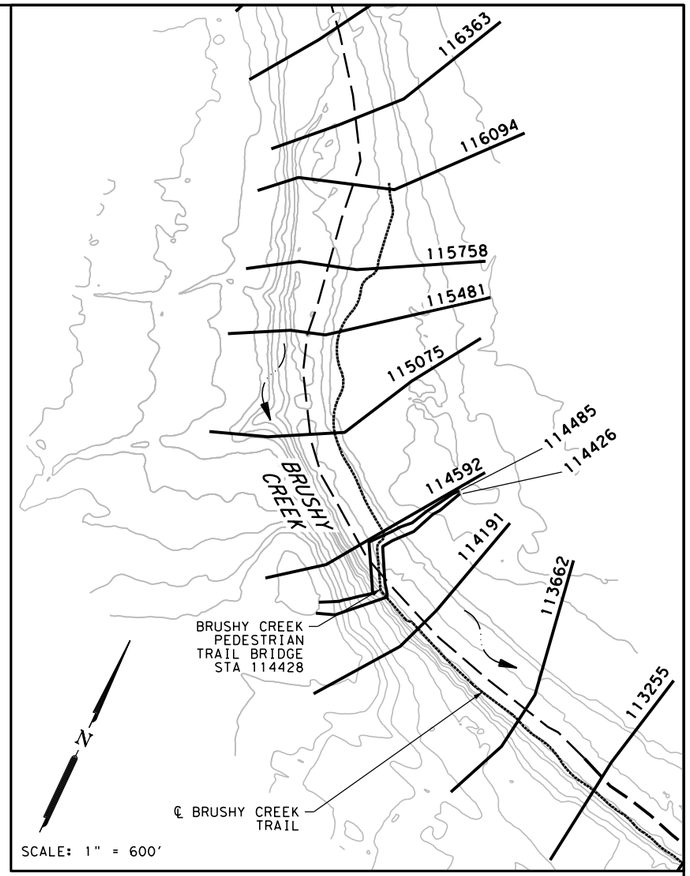
100%SUBMITTAL	PROJECT NO.: STP 1802(205)TP		DATE: 7/30/2018
DRWN.BY: EG	DSGN.BY: EG	CHKD.BY: HM	SHEET NO.: 64

Plotted on: 7/30/2018

Design Filename: H:\projects\508\67\00\design\Civil\Drainage\5086700HDS_BRIDGE02.dgn

HEC-RAS CROSS SECTION OUTPUT

Reach	River Sta	Profile	Plan	Q Total (cfs)	Min Ch El (ft)	W.S. Elev (ft)	Crit W.S. (ft)	E.G. Elev (ft)	E.G. Slope (ft/ft)	Vel Chnl (ft/s)	Flow Area (sq ft)	Top Width (ft)	Froude # Chl
Reach1	116363	2yr_Existing	CorEff	2470	709.68	716.29		716.53	0.00198	4.11	708.78	180.09	0.33
Reach1	116363	2yr_Existing	Prop	2470	709.68	716.30		716.54	0.00197	4.10	711.26	180.33	0.33
Reach1	116363	100yr_Existing	CorEff	15800	709.68	725.37		725.76	0.00125	5.92	3895.42	432.32	0.29
Reach1	116363	100yr_Existing	Prop	15800	709.68	725.53		725.91	0.00118	5.82	3963.68	432.93	0.28
Reach1	116363	500yr_Existing	CorEff	26100	709.68	729.42		729.90	0.00111	6.71	5681.39	451.04	0.29
Reach1	116363	500yr_Existing	Prop	26100	709.68	729.96		730.40	0.00098	6.43	5927.84	453.49	0.27
Reach1	116094	2yr_Existing	CorEff	2480	708.99	715.78		716.08	0.00149	4.46	632.15	147.99	0.34
Reach1	116094	2yr_Existing	Prop	2480	708.99	715.80		716.09	0.00147	4.44	634.96	148.12	0.33
Reach1	116094	100yr_Existing	CorEff	15800	708.99	724.96		725.43	0.00143	6.48	3666.06	433.21	0.31
Reach1	116094	100yr_Existing	Prop	15800	708.99	725.15		725.59	0.00135	6.34	3745.41	434.43	0.3
Reach1	116094	500yr_Existing	CorEff	26200	708.99	729.07		729.60	0.00123	7.16	5527.39	468.17	0.3
Reach1	116094	500yr_Existing	Prop	26200	708.99	729.67		730.14	0.00107	6.82	5808.06	475.47	0.28
Reach1	115758	2yr_Existing	CorEff	2480	708.12	715.25		715.53	0.00180	4.83	752.99	204.42	0.39
Reach1	115758	2yr_Existing	Prop	2480	708.12	715.27		715.55	0.00176	4.80	758.93	204.67	0.39
Reach1	115758	100yr_Existing	CorEff	15900	708.12	724.16		724.93	0.00139	8.66	3140.96	384.44	0.41
Reach1	115758	100yr_Existing	Prop	15900	708.12	724.39		725.12	0.00130	8.47	3230.84	395.05	0.4
Reach1	115758	500yr_Existing	CorEff	26200	708.12	728.29		729.15	0.00122	9.69	5037.41	526.57	0.41
Reach1	115758	500yr_Existing	Prop	26200	708.12	729.01		729.76	0.00102	9.09	5437.32	568.81	0.37
Reach1	115481	2yr_Existing	CorEff	2490	707.41	714.80		714.96	0.00208	3.18	783.24	160.54	0.25
Reach1	115481	2yr_Existing	Prop	2490	707.41	714.84		714.99	0.00204	3.15	789.59	160.91	0.25
Reach1	115481	100yr_Existing	CorEff	15900	707.41	723.81		724.40	0.00222	6.39	2856.38	329.44	0.31
Reach1	115481	100yr_Existing	Prop	15900	707.41	724.07		724.63	0.00206	6.23	2941.95	333.85	0.29
Reach1	115481	500yr_Existing	CorEff	26300	707.41	728.04		728.69	0.00186	7.01	4712.11	555.17	0.29
Reach1	115481	500yr_Existing	Prop	26300	707.41	728.83		729.37	0.00151	6.49	5156.99	587.81	0.27
Reach1	115075	2yr_Existing	CorEff	2500	706.37	714.21		714.39	0.00099	3.41	739.06	162.66	0.27
Reach1	115075	2yr_Existing	Prop	2500	706.37	714.27		714.45	0.00096	3.37	748.15	163.19	0.27
Reach1	115075	100yr_Existing	CorEff	16000	706.37	722.72		723.54	0.00197	7.46	2442.22	225.06	0.36
Reach1	115075	100yr_Existing	Prop	16000	706.37	723.05		723.83	0.00182	7.27	2517.92	228.40	0.35
Reach1	115075	500yr_Existing	CorEff	26400	706.37	726.53		727.79	0.00236	9.37	3608.42	454.51	0.4
Reach1	115075	500yr_Existing	Prop	26400	706.37	727.65		728.66	0.00181	8.53	4137.07	487.43	0.35
Reach1	114592	2yr_Existing	CorEff	2510	705.51	713.17		713.42	0.00594	4.06	620.56	167.60	0.36
Reach1	114592	2yr_Existing	Prop	2510	705.51	713.28		713.52	0.00540	3.95	639.58	168.81	0.35
Reach1	114592	100yr_Existing	CorEff	16000	705.51	721.21		722.10	0.00495	7.81	2206.56	211.68	0.4
Reach1	114592	100yr_Existing	Prop	16000	705.51	721.73		722.54	0.00427	7.46	2316.98	214.04	0.37
Reach1	114592	500yr_Existing	CorEff	26400	705.51	724.78		726.13	0.00540	9.71	3011.09	238.14	0.43
Reach1	114592	500yr_Existing	Prop	26400	705.51	726.37		727.44	0.00379	8.68	3393.88	242.98	0.37
Reach1	114485	2yr_Existing	CorEff	2510	705.32	713.16		713.26	0.00043	2.51	1000.32	207.97	0.2
Reach1	114485	2yr_Existing	Prop	2510	705.32	713.25	709.22	713.34	0.00041	2.47	1017.58	208.45	0.2
Reach1	114485	100yr_Existing	CorEff	16000	705.32	721.32		721.84	0.00063	5.80	2839.77	241.46	0.29
Reach1	114485	100yr_Existing	Prop	16000	705.32	721.76	714.07	722.25	0.00056	5.61	2946.06	243.39	0.27
Reach1	114485	500yr_Existing	CorEff	26400	705.32	724.97		725.81	0.00074	7.41	3754.25	261.89	0.32
Reach1	114485	500yr_Existing	Prop	26400	705.32	726.43	716.30	727.13	0.00055	6.80	4150.96	283.20	0.28
Reach1	114428			Bridge									
Reach1	114426	2yr_Existing	CorEff	2510	705.22	713.07		713.22	0.00075	3.10	810.96	183.48	0.26
Reach1	114426	2yr_Existing	Prop	2510	705.22	713.08		713.23	0.00075	3.09	811.57	183.50	0.26
Reach1	114426	100yr_Existing	CorEff	16000	705.22	721.07		721.78	0.00092	6.78	2493.62	229.89	0.34
Reach1	114426	100yr_Existing	Prop	16000	705.22	721.08		721.79	0.00092	6.78	2495.93	229.95	0.34
Reach1	114426	500yr_Existing	CorEff	26400	705.22	724.61		725.73	0.00106	8.61	3341.64	250.15	0.38
Reach1	114426	500yr_Existing	Prop	26400	705.22	724.61		725.73	0.00106	8.61	3342.05	250.16	0.38
Reach1	114191	2yr_Existing	CorEff	2520	704.80	712.80		712.97	0.00172	3.28	787.50	169.21	0.25
Reach1	114191	2yr_Existing	Prop	2520	704.80	712.80		712.97	0.00172	3.28	787.50	169.21	0.25
Reach1	114191	100yr_Existing	CorEff	16100	704.80	720.69		721.44	0.00256	7.35	2536.26	241.70	0.36
Reach1	114191	100yr_Existing	Prop	16100	704.80	720.69		721.44	0.00256	7.35	2536.26	241.70	0.36
Reach1	114191	500yr_Existing	CorEff	26500	704.80	724.21		725.35	0.00290	9.15	3426.35	268.66	0.39
Reach1	114191	500yr_Existing	Prop	26500	704.80	724.21		725.35	0.00290	9.15	3426.35	268.66	0.39
Reach1	113662	2yr_Existing	CorEff	2530	703.86	712.24		712.36	0.00080	2.80	904.56	187.59	0.22
Reach1	113662	2yr_Existing	Prop	2530	703.86	712.24		712.36	0.00080	2.80	904.56	187.59	0.22
Reach1	113662	100yr_Existing	CorEff	16100	703.86	719.58		720.23	0.00204	6.62	2696.25	277.36	0.34
Reach1	113662	100yr_Existing	Prop	16100	703.86	719.58		720.23	0.00204	6.62	2696.25	277.36	0.34
Reach1	113662	500yr_Existing	CorEff	26600	703.86	722.98		723.95	0.00239	8.23	3714.27	358.60	0.37
Reach1	113662	500yr_Existing	Prop	26600	703.86	722.98		723.95	0.00239	8.23	3714.27	358.60	0.37
Reach1	113255	2yr_Existing	CorEff	2530	703.14	711.77		711.87	0.00193	2.54	1013.81	260.81	0.21
Reach1	113255	2yr_Existing	Prop	2530	703.14	711.77		711.87	0.00193	2.54	1013.81	260.81	0.21
Reach1	113255	100yr_Existing	CorEff	16100	703.14	718.75		719.20	0.00272	5.61	3102.80	322.54	0.29
Reach1	113255	100yr_Existing	Prop	16100	703.14	718.75		719.20	0.00272	5.61	3102.80	322.54	0.29
Reach1	113255	500yr_Existing	CorEff	26700	703.14	722.07		722.75	0.00296	6.93	4205.36	341.19	0.32
Reach1	113255	500yr_Existing	Prop	26700	703.14	722.07		722.75	0.00296	6.93	4205.36	341.19	0.32



NOTE:
1. BRUSHY CREEK IS IDENTIFIED ON FIRM PANEL 48491C0490E, DATED SEPTEMBER 26, 2008. THE UPSTREAM/ DOWNSTREAM AREA AND PROPOSED CROSSING ARE IN ZONE "AE".
2. COORDINATION WITH LOCAL FLOODPLAIN ADMINSTRATOR (WILLIAMSON COUNTY) ON JULY 27, 2018.
3. NO ADVERSE IMPACTS TO ADJACENT STRUCTURES DUE TO RISE IN FLOODPLAIN.

HYDRAULIC METHOD:
WATER SURFACE ELEVATIONS COMPUTED USING A HEC-RAS (V.5.0.3) MODEL CREATED FOR BRUSHY CREEK.
FILE NAME: "BRUSHY_CREEK.PRJ".

THE ORIGINAL MODEL WAS DEVELOPED THROUGH A 2015 FEMA STUDY OF THE UPPER BRUSHY CREEK WATERSHED. EFFECTIVE AND PROPOSED MODELS WERE DEVELOPED USING SURVEY DATA AND LIDAR DATA.

CORRECTED EFFECTIVE MODEL CREATED AFTER ADDING ADDITIONAL CROSS SECTIONS NEAR PROPOSED BRIDGE LOCATION. PROPOSED MODEL CREATED AFTER ADDING PROPOSED BRIDGE STRUCTURE TO MODEL.

HYDROLOGIC METHOD:
EFFECTIVE FLOWS WERE OBTAINED FROM THE 2015 FEMA STUDY HEC-RAS MODEL. FLOWS WERE USED TO ANALYZE CONDITIONS IN THE CORRECTED EFFECTIVE AND PROPOSED MODELS.

DESIGN

STATE OF TEXAS — LUKE REED — 101242 — LICENSED PROFESSIONAL ENGINEER

LUKE REED, P.E. — 7/30/2018 DATE

REVIEW AND APPROVAL

STATE OF TEXAS — JAMES A. LUTZ — 84722 — LICENSED PROFESSIONAL ENGINEER

JAMES A. LUTZ, P.E. — 7/30/2018 DATE

PAPE-DAWSON ENGINEERS
AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
7800 SHOAL CREEK BLVD, STE 220 W | AUSTIN, TX 78757 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

BRUSHY CREEK TRAIL
HYDRAULIC DATA
BRUSHY CREEK TRAIL PEDESTRIAN BRIDGE

100%SUBMITTAL	PROJECT NO.: STP 1802(205)TP		DATE: 7/30/2018
DRWN.BY: EG	DSGN.BY: EG	CHKD.BY: HM	SHEET NO.: 64A

Plotted on: 7/30/2018

Design Filename: H:\projects\508\67\00\design\Civil\Drainage\5086700HDS_BRIDGE02A.dgn

Plotted on: 7/30/2018

HEC-RAS BRIDGE OUTPUT

Plan: Prop Brushy_Creek	Reach1 RS: 114428	Profile: 2yr_Existing		
E.G. US. (ft)	713.34	Element	Inside BR US	Inside BR DS
W.S. US. (ft)	713.25	E.G. Elev (ft)	713.33	713.29
Q Total (cfs)	2510	W.S. Elev (ft)	713.2	713.08
Q Bridge (cfs)	2510	Crit W.S. (ft)	709.38	709.72
Q Weir (cfs)		Max Chl Dpth (ft)	7.88	7.87
Weir Sta Lft (ft)		Vel Total (ft/s)	2.82	3.62
Weir Sta Rgt (ft)		Flow Area (sq ft)	891.65	693.8
Weir Submerg		Froude # Chl	0.22	0.3
Weir Max Depth (ft)		Specif Force (cu ft)	2859.95	2248.07
Min El Weir Flow (ft)	719.88	Hydr Depth (ft)	5.09	4.53
Min El Prs (ft)	723.58	W.P. Total (ft)	242.82	201.18
Delta EG (ft)	0.11	Conv. Total (cfs)	90101.1	67233.9
Delta WS (ft)	0.17	Top Width (ft)	175.1	153.04
BR Open Area (sq ft)	2254.85	Frctn Loss (ft)	0.02	0.03
BR Open Vel (ft/s)	3.62	C & E Loss (ft)	0.02	0.03
BR Sluice Coef		Shear Total (lb/sq ft)	0.18	0.3
BR Sel Method	Energy only	Power Total (lb/ft s)	0.5	1.09

Plan: Prop Brushy_Creek	Reach1 RS: 114428	Profile: 100yr_Existing		
E.G. US. (ft)	722.25	Element	Inside BR US	Inside BR DS
W.S. US. (ft)	721.76	E.G. Elev (ft)	722.13	722.01
Q Total (cfs)	16000	W.S. Elev (ft)	721.29	720.98
Q Bridge (cfs)	15844	Crit W.S. (ft)	714.53	715.57
Q Weir (cfs)	156.39	Max Chl Dpth (ft)	15.96	15.76
Weir Sta Lft (ft)	183.14	Vel Total (ft/s)	7.34	7.92
Weir Sta Rgt (ft)	229.35	Flow Area (sq ft)	2157.41	1999.99
Weir Submerg	0.08	Froude # Chl	0.32	0.36
Weir Max Depth (ft)	2.38	Specif Force (cu ft)	19001.70	16684.92
Min El Weir Flow (ft)	719.88	Hydr Depth (ft)	19.30	14.9
Min El Prs (ft)	723.58	W.P. Total (ft)	463.21	427.92
Delta EG (ft)	0.46	Conv. Total (cfs)	260685.50	247260.50
Delta WS (ft)	0.68	Top Width (ft)	111.80	134.23
BR Open Area (sq ft)	2254.85	Frctn Loss (ft)	0.06	0.06
BR Open Vel (ft/s)	7.92	C & E Loss (ft)	0.06	0.16
BR Sluice Coef		Shear Total (lb/sq ft)	1.10	1.22
BR Sel Method	Energy/Weir	Power Total (lb/ft s)	8.04	9.68

Plan: Prop Brushy_Creek	Reach1 RS: 114428	Profile: 500yr_Existing		
E.G. US. (ft)	727.13	Element	Inside BR US	Inside BR DS
W.S. US. (ft)	726.43	E.G. Elev (ft)	727.13	727.13
Q Total (cfs)	26400	W.S. Elev (ft)	726.43	725.76
Q Bridge (cfs)	22990	Crit W.S. (ft)	716.83	718.19
Q Weir (cfs)	3410.34	Max Chl Dpth (ft)	21.11	20.54
Weir Sta Lft (ft)	138.92	Vel Total (ft/s)	8.04	8.98
Weir Sta Rgt (ft)	424.19	Flow Area (sq ft)	3284.85	2940.07
Weir Submerg	0.40	Froude # Chl	0.34	0.42
Weir Max Depth (ft)	7.26	Specif Force (cu ft)	36573.98	32585.15
Min El Weir Flow (ft)	719.88	Hydr Depth (ft)	13.57	19.32
Min El Prs (ft)	723.58	W.P. Total (ft)	829.56	734.05
Delta EG (ft)	1.40	Conv. Total (cfs)		
Delta WS (ft)	1.82	Top Width (ft)	242.07	152.15
BR Open Area (sq ft)	2254.85	Frctn Loss (ft)		
BR Open Vel (ft/s)	10.20	C & E Loss (ft)		
BR Sluice Coef		Shear Total (lb/sq ft)		
BR Sel Method	Press/Weir	Power Total (lb/ft s)		

NOTE:
1. BRUSHY CREEK IS IDENTIFIED ON FIRM PANEL 48491C0490E, DATED SEPTEMBER 26, 2008. THE UPSTREAM/ DOWNSTREAM AREA AND PROPOSED CROSSING ARE IN ZONE "AE".
2. COORDINATION WITH LOCAL FLOODPLAIN ADMINSTRATOR (WILLIAMSON COUNTY) ON JULY 27, 2018.
3. NO ADVERSE IMPACTS TO ADJACENT STRUCTURES DUE TO RISE IN FLOODPLAIN.

HYDRAULIC METHOD:
WATER SURFACE ELEVATIONS COMPUTED USING A HEC-RAS (V.5.0.3) MODEL CREATED FOR BRUSHY CREEK.
FILE NAME: "BRUSHY_CREEK.PRJ".

THE ORIGINAL MODEL WAS DEVELOPED THROUGH A 2015 FEMA STUDY OF THE UPPER BRUSHY CREEK WATERSHED. EFFECTIVE AND PROPOSED MODELS WERE DEVELOPED USING SURVEY DATA AND LIDAR DATA.

CORRECTED EFFECTIVE MODEL CREATED AFTER ADDING ADDITIONAL CROSS SECTIONS NEAR PROPOSED BRIDGE LOCATION. PROPOSED MODEL CREATED AFTER ADDING PROPOSED BRIDGE STRUCTURE TO MODEL.

HYDROLOGIC METHOD:
EFFECTIVE FLOWS WERE OBTAINED FROM THE 2015 FEMA STUDY HEC-RAS MODEL. FLOWS WERE USED TO ANALYZE CONDITIONS IN THE CORRECTED EFFECTIVE AND PROPOSED MODELS.

DESIGN

STATE OF TEXAS — LUKE REED — 101242 — LICENSED PROFESSIONAL ENGINEER

LUKE REED, P.E. — 7/30/2018 DATE

REVIEW AND APPROVAL

STATE OF TEXAS — JAMES A. LUTZ — 84722 — LICENSED PROFESSIONAL ENGINEER

JAMES A. LUTZ, P.E. — 7/30/2018 DATE

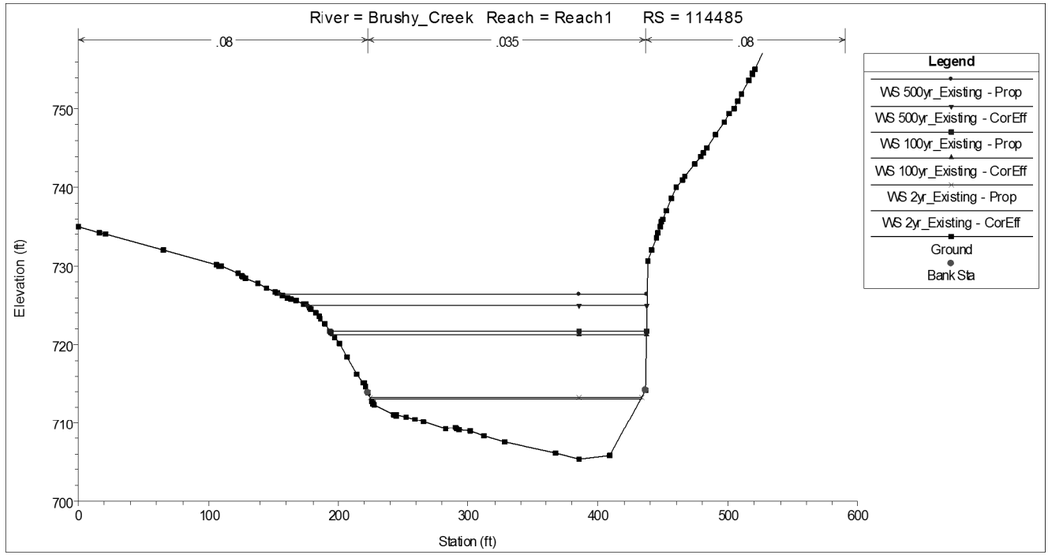
PAPE-DAWSON ENGINEERS
AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS
7800 SHOAL CREEK BLVD, STE 220 W I AUSTIN, TX 78757 I 512.454.8711
TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

BRUSHY CREEK TRAIL
HYDRAULIC DATA
BRUSHY CREEK TRAIL PEDESTRIAN BRIDGE

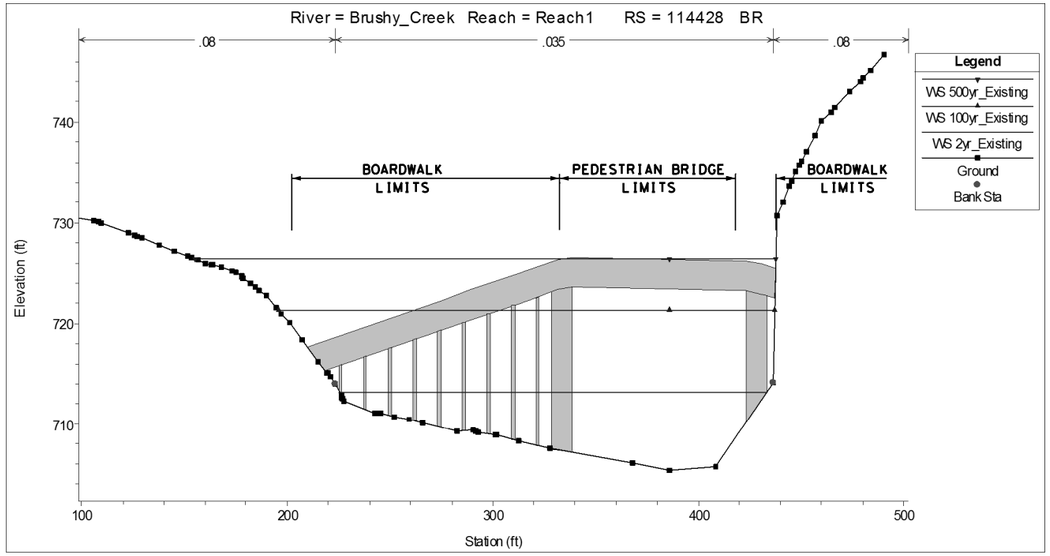
100%SUBMITTAL	PROJECT NO.: STP 1802(205)TP		DATE: 7/30/2018
DRWN.BY: EG	DSGN.BY: EG	CHKD.BY: HM	SHEET NO.: 64B

Design Filename: H:\projects\508\67\00\design\Civil\Drainage\508670OHDS_BRIDGE02B.dgn

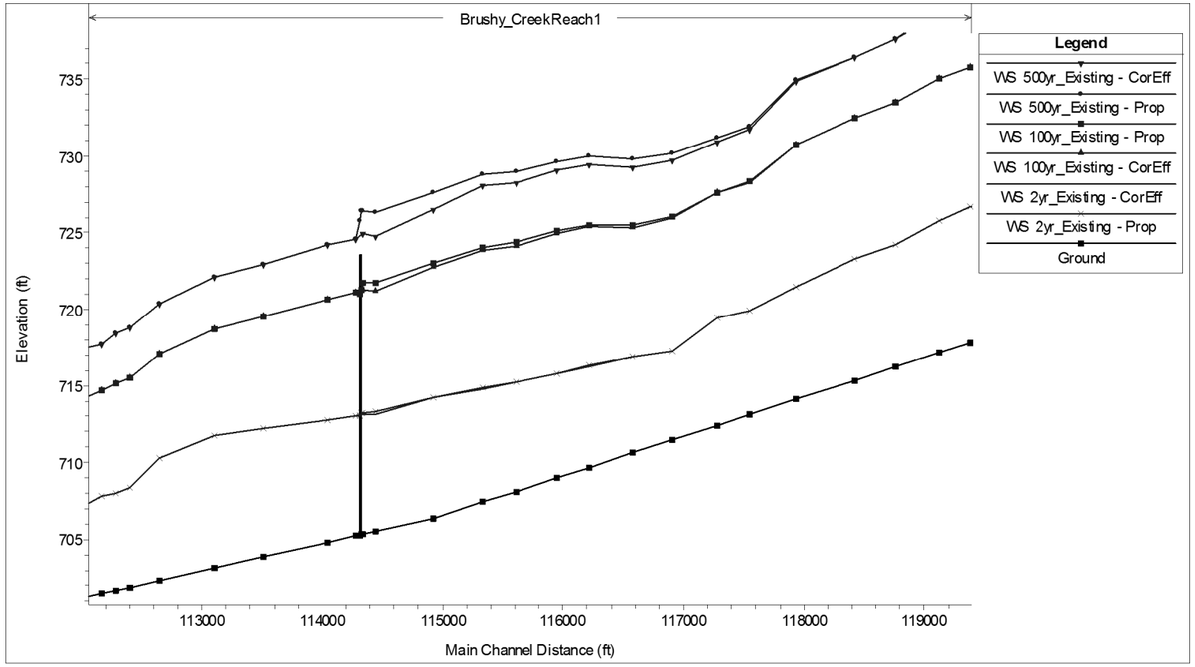
HEC-RAS UPSTREAM CHANNEL CROSS SECTION



HEC-RAS BRIDGE UPSTREAM



HEC-RAS CHANNEL PROFILE



NOTE:
1. BRUSHY CREEK IS IDENTIFIED ON FIRM PANEL 48491C0490E, DATED SEPTEMBER 26, 2008. THE UPSTREAM/ DOWNSTREAM AREA AND PROPOSED CROSSING ARE IN ZONE "AE".
2. COORDINATION WITH LOCAL FLOODPLAIN ADMINSTRATOR (WILLIAMSON COUNTY) ON JULY 27, 2018.
3. NO ADVERSE IMPACTS TO ADJACENT STRUCTURES DUE TO RISE IN FLOODPLAIN.
4. BRIDGE HAS 1' FREEBOARD FROM 100 YR STORM.
5. BOARDWALK HAS 10' FREEBOARD FROM 2 YR STORM.

HYDRAULIC METHOD:

WATER SURFACE ELEVATIONS COMPUTED USING A HEC-RAS (V.5.0.3) MODEL CREATED FOR BRUSHY CREEK.
FILE NAME: "BRUSHY_CREEK.PRJ".

THE ORIGINAL MODEL WAS DEVELOPED THROUGH A 2015 FEMA STUDY OF THE UPPER BRUSHY CREEK WATERSHED.

EFFECTIVE AND PROPOSED MODELS WERE DEVELOPED USING SURVEY DATA AND LIDAR DATA.

CORRECTED EFFECTIVE MODEL CREATED AFTER ADDING ADDITIONAL CROSS SECTIONS NEAR PROPOSED BRIDGE LOCATION.

PROPOSED MODEL CREATED AFTER ADDING PROPOSED BRIDGE STRUCTURE TO MODEL.

HYDROLOGIC METHOD:

EFFECTIVE FLOWS WERE OBTAINED FROM THE 2015 FEMA STUDY HEC-RAS MODEL. FLOWS WERE USED TO ANALYZE CONDITIONS IN THE CORRECTED EFFECTIVE AND PROPOSED MODELS.

DESIGN

STATE OF TEXAS — LUKE REED — 101242 — LICENSED PROFESSIONAL ENGINEER

LUKE REED, P.E. — 7/30/2018 DATE

REVIEW AND APPROVAL

STATE OF TEXAS — JAMES A. LUTZ — 84722 — LICENSED PROFESSIONAL ENGINEER

JAMES A. LUTZ, P.E. — 7/30/2018 DATE

PAPE-DAWSON ENGINEERS
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7800 SHOAL CREEK BLVD, STE 220 W I AUSTIN, TX 78757 I 512.454.8711
TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

BRUSHY CREEK TRAIL

HYDRAULIC DATA
BRUSHY CREEK TRAIL PEDESTRIAN BRIDGE

SHEET 5 OF 6

100%SUBMITTAL	PROJECT NO.: STP 1802(205)TP		DATE: 7/30/2018
DRWN.BY: EG	DSGN.BY: EG	CHKD.BY: HM	SHEET NO.: 65

Plotted on: 7/30/2018

Design Filename: H:\projects\508\67\00\design\Civil\Drainage\508670OHDS_BRIDGE03.dgn

PIER SCOUR (100-YR EXISTING)											
Pier: #1 (CL = 225.82)		Pier: #2 (CL = 237.82)		Pier: #3 (CL = 249.82)		Pier: #4 (CL = 261.82)		Pier: #5 (CL = 273.82)		Pier: #6 (CL = 285.82)	
INPUT DATA		INPUT DATA		INPUT DATA		INPUT DATA		INPUT DATA		INPUT DATA	
Pier Shape:	Round nose	Pier Shape:	Round nose	Pier Shape:	Round nose	Pier Shape:	Round nose	Pier Shape:	Round nose	Pier Shape:	Round nose
Pier Width (ft):	1.5	Pier Width (ft):	1.5	Pier Width (ft):	1.5	Pier Width (ft):	1.5	Pier Width (ft):	1.5	Pier Width (ft):	1.5
Grain Size D50 (mm):	4.72	Grain Size D50 (mm):	4.72	Grain Size D50 (mm):	4.72	Grain Size D50 (mm):	4.72	Grain Size D50 (mm):	4.72	Grain Size D50 (mm):	4.72
Depth Upstream (ft):	13.27	Depth Upstream (ft):	13.27	Depth Upstream (ft):	13.27	Depth Upstream (ft):	13.27	Depth Upstream (ft):	13.27	Depth Upstream (ft):	13.27
Velocity Upstream (ft/s):	5.61	Velocity Upstream (ft/s):	5.61	Velocity Upstream (ft/s):	5.61	Velocity Upstream (ft/s):	5.61	Velocity Upstream (ft/s):	5.61	Velocity Upstream (ft/s):	5.61
K1 Nose Shape:	1	K1 Nose Shape:	1	K1 Nose Shape:	1	K1 Nose Shape:	1	K1 Nose Shape:	1	K1 Nose Shape:	1
Pier Angle:	10	Pier Angle:	10	Pier Angle:	10	Pier Angle:	10	Pier Angle:	10	Pier Angle:	10
Pier Length (ft):	16	Pier Length (ft):	16	Pier Length (ft):	16	Pier Length (ft):	16	Pier Length (ft):	16	Pier Length (ft):	16
K2 Angle Coef:	1.75	K2 Angle Coef:	1.75	K2 Angle Coef:	1.75	K2 Angle Coef:	1.75	K2 Angle Coef:	1.75	K2 Angle Coef:	1.75
K3 Bed Cond Coef:	1.1	K3 Bed Cond Coef:	1.1	K3 Bed Cond Coef:	1.1	K3 Bed Cond Coef:	1.1	K3 Bed Cond Coef:	1.1	K3 Bed Cond Coef:	1.1
Grain Size D90 (mm):	45	Grain Size D90 (mm):	45	Grain Size D90 (mm):	45	Grain Size D90 (mm):	45	Grain Size D90 (mm):	45	Grain Size D90 (mm):	45
K4 Armouring Coef:	0.4	K4 Armouring Coef:	0.4	K4 Armouring Coef:	0.4	K4 Armouring Coef:	0.4	K4 Armouring Coef:	0.4	K4 Armouring Coef:	0.4
RESULTS		RESULTS		RESULTS		RESULTS		RESULTS		RESULTS	
Scour Depth Ys (ft):	2.83	Scour Depth Ys (ft):	2.83	Scour Depth Ys (ft):	2.83	Scour Depth Ys (ft):	2.83	Scour Depth Ys (ft):	2.83	Scour Depth Ys (ft):	2.83
Froude #:	0.27	Froude #:	0.27	Froude #:	0.27	Froude #:	0.27	Froude #:	0.27	Froude #:	0.27
Equation:	CSU equation	Equation:	CSU equation	Equation:	CSU equation	Equation:	CSU equation	Equation:	CSU equation	Equation:	CSU equation

PIER SCOUR (100-YR EXISTING)											
Pier: #7 (CL = 297.82)		Pier: #8 (CL = 309.82)		Pier: #9 (CL = 321.82)		Pier: #10 (CL = 333.82)		Pier: #11 (CL = 428.67)		Pier: #12 (CL = 440.67)	
INPUT DATA		INPUT DATA		INPUT DATA		INPUT DATA		INPUT DATA		INPUT DATA	
Pier Shape:	Round nose	Pier Shape:	Round nose	Pier Shape:	Round nose	Pier Shape:	Square nose	Pier Shape:	Square nose	Pier Shape:	Round nose
Pier Width (ft):	1.5	Pier Width (ft):	1.5	Pier Width (ft):	1.5	Pier Width (ft):	10	Pier Width (ft):	10	Pier Width (ft):	1.5
Grain Size D50 (mm):	4.72	Grain Size D50 (mm):	4.72	Grain Size D50 (mm):	4.72	Grain Size D50 (mm):	4.72	Grain Size D50 (mm):	4.72	Grain Size D50 (mm):	4.72
Depth Upstream (ft):	13.27	Depth Upstream (ft):	13.27	Depth Upstream (ft):	13.27	Depth Upstream (ft):	13.27	Depth Upstream (ft):	13.27	Depth Upstream (ft):	13.27
Velocity Upstream (ft/s):	5.61	Velocity Upstream (ft/s):	5.61	Velocity Upstream (ft/s):	5.61	Velocity Upstream (ft/s):	5.61	Velocity Upstream (ft/s):	5.61	Velocity Upstream (ft/s):	5.61
K1 Nose Shape:	1	K1 Nose Shape:	1	K1 Nose Shape:	1	K1 Nose Shape:	1	K1 Nose Shape:	1	K1 Nose Shape:	1
Pier Angle:	10	Pier Angle:	10	Pier Angle:	10	Pier Angle:	10	Pier Angle:	10	Pier Angle:	10
Pier Length (ft):	16	Pier Length (ft):	16	Pier Length (ft):	16	Pier Length (ft):	16	Pier Length (ft):	16	Pier Length (ft):	16
K2 Angle Coef:	1.75	K2 Angle Coef:	1.75	K2 Angle Coef:	1.75	K2 Angle Coef:	1.75	K2 Angle Coef:	1.16	K2 Angle Coef:	1.97
K3 Bed Cond Coef:	1.1	K3 Bed Cond Coef:	1.1	K3 Bed Cond Coef:	1.1	K3 Bed Cond Coef:	1.1	K3 Bed Cond Coef:	1.1	K3 Bed Cond Coef:	1.1
Grain Size D90 (mm):	45	Grain Size D90 (mm):	45	Grain Size D90 (mm):	45	Grain Size D90 (mm):	45	Grain Size D90 (mm):	45	Grain Size D90 (mm):	45
K4 Armouring Coef:	0.4	K4 Armouring Coef:	0.4	K4 Armouring Coef:	0.4	K4 Armouring Coef:	0.4	K4 Armouring Coef:	0.4	K4 Armouring Coef:	0.4
RESULTS		RESULTS		RESULTS		RESULTS		RESULTS		RESULTS	
Scour Depth Ys (ft):	2.83	Scour Depth Ys (ft):	2.83	Scour Depth Ys (ft):	2.83	Scour Depth Ys (ft):	9.7	Scour Depth Ys (ft):	6.43	Scour Depth Ys (ft):	3.18
Froude #:	0.27	Froude #:	0.27	Froude #:	0.27	Froude #:	0.27	Froude #:	0.27	Froude #:	0.27
Equation:	CSU equation	Equation:	CSU equation	Equation:	CSU equation	Equation:	CSU equation	Equation:	CSU equation	Equation:	CSU equation

PIER SCOUR (100-YR EXISTING)			
Pier: #13 (CL = 452.67)		Pier: #14 (CL = 464.67)	
INPUT DATA		INPUT DATA	
Pier Shape:	Round nose	Pier Shape:	Round nose
Pier Width (ft):	1.5	Pier Width (ft):	1.5
Grain Size D50 (mm):	4.72	Grain Size D50 (mm):	4.72
Depth Upstream (ft):	13.27	Depth Upstream (ft):	13.27
Velocity Upstream (ft/s):	5.61	Velocity Upstream (ft/s):	5.61
K1 Nose Shape:	1	K1 Nose Shape:	1
Pier Angle:	10	Pier Angle:	10
Pier Length (ft):	16	Pier Length (ft):	16
K2 Angle Coef:	1.75	K2 Angle Coef:	1.75
K3 Bed Cond Coef:	1.1	K3 Bed Cond Coef:	1.1
Grain Size D90 (mm):	45	Grain Size D90 (mm):	45
K4 Armouring Coef:	0.4	K4 Armouring Coef:	0.4
RESULTS		RESULTS	
Scour Depth Ys (ft):	2.83	Scour Depth Ys (ft):	2.83
Froude #:	0.27	Froude #:	0.27
Equation:	CSU equation	Equation:	CSU equation

CONTRACTION SCOUR (100-YR EXISTING)			
INPUT DATA	LEFT	CHANNEL	RIGHT
Average Depth (ft):	5.9	12.47	7.04
Approach Velocity (ft/s):	3.88	7.46	3.47
Br Average Depth (ft):	1.50	19.37	3.56
BR Opening Flow (cfs):	2.26	15839.87	1.48
BR Top WD (ft):	29.22	111.08	0.73
Grain Size D50 (mm):	4.72	4.72	4.72
Approach Flow (cfs):	950.01	14695.05	354.94
Approach Top WD (ft):	41.53	157.99	14.52
K1 Coefficient:	0.64	0.64	0.64
RESULTS			
Scour Depth Ys (ft):	0	0	0
Critical Velocity (ft/s):	3.75	4.25	3.86
Equation:	Live	Live	Clear

NOTE:
INFORMATION ON RIPRAP DESIGN SHOWN ON SHEET **67**

DESIGN

STATE OF TEXAS
LUKE REED
101242
LICENSED PROFESSIONAL ENGINEER

LUKE REED, P.E. — 7/30/2018 DATE

REVIEW AND APPROVAL

STATE OF TEXAS
JAMES A. LUTZ
84722
LICENSED PROFESSIONAL ENGINEER

JAMES A. LUTZ, P.E. — 7/30/2018 DATE

PAPE-DAWSON ENGINEERS
AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS
7800 SHOAL CREEK BLVD, STE 220 W I AUSTIN, TX 78757 I 512.454.8711
TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

BRUSHY CREEK TRAIL
HYDRAULIC DATA
BRUSHY CREEK TRAIL PEDESTRIAN BRIDGE

SHEET 6 OF 6

100%SUBMITTAL	PROJECT NO.: STP 1802(205)TP		DATE: 7/30/2018
DRWN.BY: EG	DSGN.BY: EG	CHKD.BY: HM	SHEET NO.: 66

Plotted on: 7/30/2018

Design Filename: H:\projects\508\67\00\design\Civil\Drainage\5086700HDS_BRIDGE04.dgn

Plotted on: 7/30/2018

Design Filename: H:\projects\508\67.00\design\Civil\Drainage\508670OMITIGATION_DETAILS.dgn

ROCK RIPRAP STONE SIZING AT PIERS

$$V_{des} = (K1)(K2)(V_{avg})$$

K1 = 1.5
K2 = 1.2
Vavg = 3.88
Vdes = 7.0 fps

$$D50 = \frac{0.692\ (V_{des})'}{(SG-1)(2g)}$$

SG = 2.5
g = 32.2

D50 = 0.35′ = 4.19"
D50 = 6" DESIGN

RIPRAP EXTENT

2(Pw) = 3′
Pw= 1.5′

RIPRAP THICKNESS

3(D50) = 18"

ROCK RIPRAP STONE SIZING AT VERTICAL ABUTMENTS

$$Fr = \frac{V}{sqrt(gY)}$$

V = 7.46
g = 32.2
Y = 19.37
Fr = 0.30

$$D50 = \frac{(K)(Y)}{SG-1}\ Fr'$$

K = 1.02
Y = 19.37
SG = 2.5
Fr = 0.30

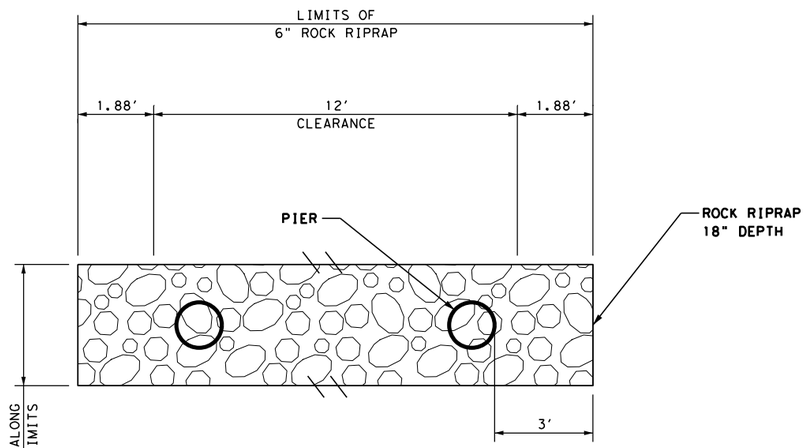
D50 = 1.18′ = 14.10"
D50 = 15" DESIGN

RIPRAP EXTENT

2(Yd) = 7.1′
Yd = 3.56′

RIPRAP THICKNESS

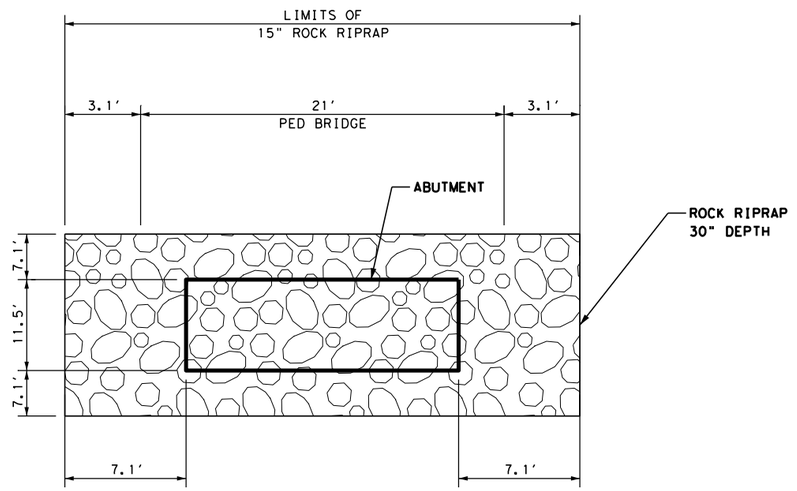
2(D50) = 30"



BRUSHY CREEK TRAIL PIER RIPRAP DETAIL

NTS

*SEE STRUCTURAL PLANS FOR PIER DETAILS



BRUSHY CREEK TRAIL ABUTMENT RIPRAP DETAIL

NTS

*SEE STRUCTURAL PLANS FOR ABUTMENT DETAILS

DESIGN

STATE OF TEXAS — LUKE REED — 101242 — LICENSED PROFESSIONAL ENGINEER

LUKE REED, P.E. — 7/30/2018 DATE

REVIEW AND APPROVAL

STATE OF TEXAS — JAMES A. LUTZ — 84722 — LICENSED PROFESSIONAL ENGINEER

JAMES A. LUTZ, P.E. — 7/30/2018 DATE

PAPE-DAWSON ENGINEERS

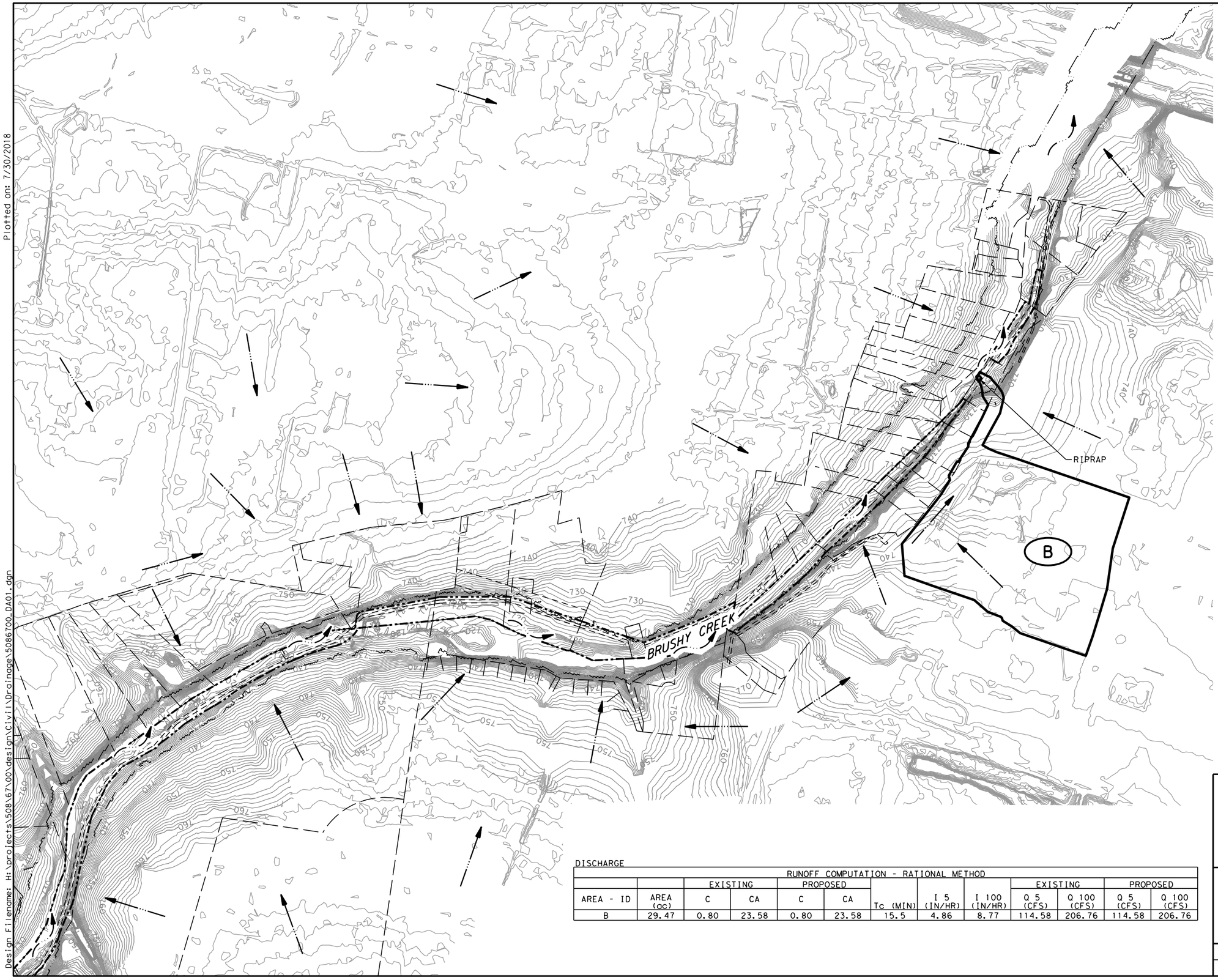
AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS
7800 SHOAL CREEK BLVD, STE 220 W I AUSTIN, TX 78757 I 512.454.8711
TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

BRUSHY CREEK TRAIL
SCOUR MITIGATION DETAILS

100%SUBMITTAL	PROJECT NO.: STP 1802(205)TP		DATE: 7/30/2018
DRWN.BY: EG	DSGN.BY: EG	CHKD.BY: HM	SHEET NO.: 67

Plotted on: 7/30/2018

Design Filename: H:\projects\508\67\00\design\Civil\Drainage\5086700_DA01.dgn



LEGEND

- FLOW ARROW
- EXISTING CONTOUR
- LIMITS OF CONSTRUCTION
- PROPERTY LINE
- EASEMENT LINE
- 100 YR FLOODPLAIN LIMIT
- CREEK FLOW DIRECTION
- AREA ID
- DRAINAGE AREA BOUNDARY

NOTE:

1. DRAINAGE AREA DEVELOPED FROM 2017 SURVEY & 2010 LIDAR DATA.
2. INTENSITIES CALCULATED USING TXDOT WILLIAMSON COUNTY RAINFALL INTENSITY-DURATION-FREQUENCY COEFFICIENTS.
3. INTERIOR DRAINAGE AREA MAP FOR WATER CROSSING AT STA 248+81.

DESIGN

STATE OF TEXAS — HEATHER McNEAL — 114428 — LICENSED PROFESSIONAL ENGINEER

HEATHER McNEAL, P.E. — 7/30/2018 DATE

REVIEW AND APPROVAL

STATE OF TEXAS — JAMES A. LUTZ — 84722 — LICENSED PROFESSIONAL ENGINEER

JAMES A. LUTZ, P.E. — 7/30/2018 DATE

SCALE: 1"= 600'

DISCHARGE

RUNOFF COMPUTATION - RATIONAL METHOD

		EXISTING		PROPOSED					EXISTING		PROPOSED	
AREA - ID	AREA (ac)	C	CA	C	CA	Tc (MIN)	I 5 (IN/HR)	I 100 (IN/HR)	Q 5 (CFS)	Q 100 (CFS)	Q 5 (CFS)	Q 100 (CFS)
B	29.47	0.80	23.58	0.80	23.58	15.5	4.86	8.77	114.58	206.76	114.58	206.76

PAPE-DAWSON ENGINEERS

AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS

7800 SHOAL CREEK BLVD, STE 220 W I AUSTIN, TX 78757 I 512.454.8711

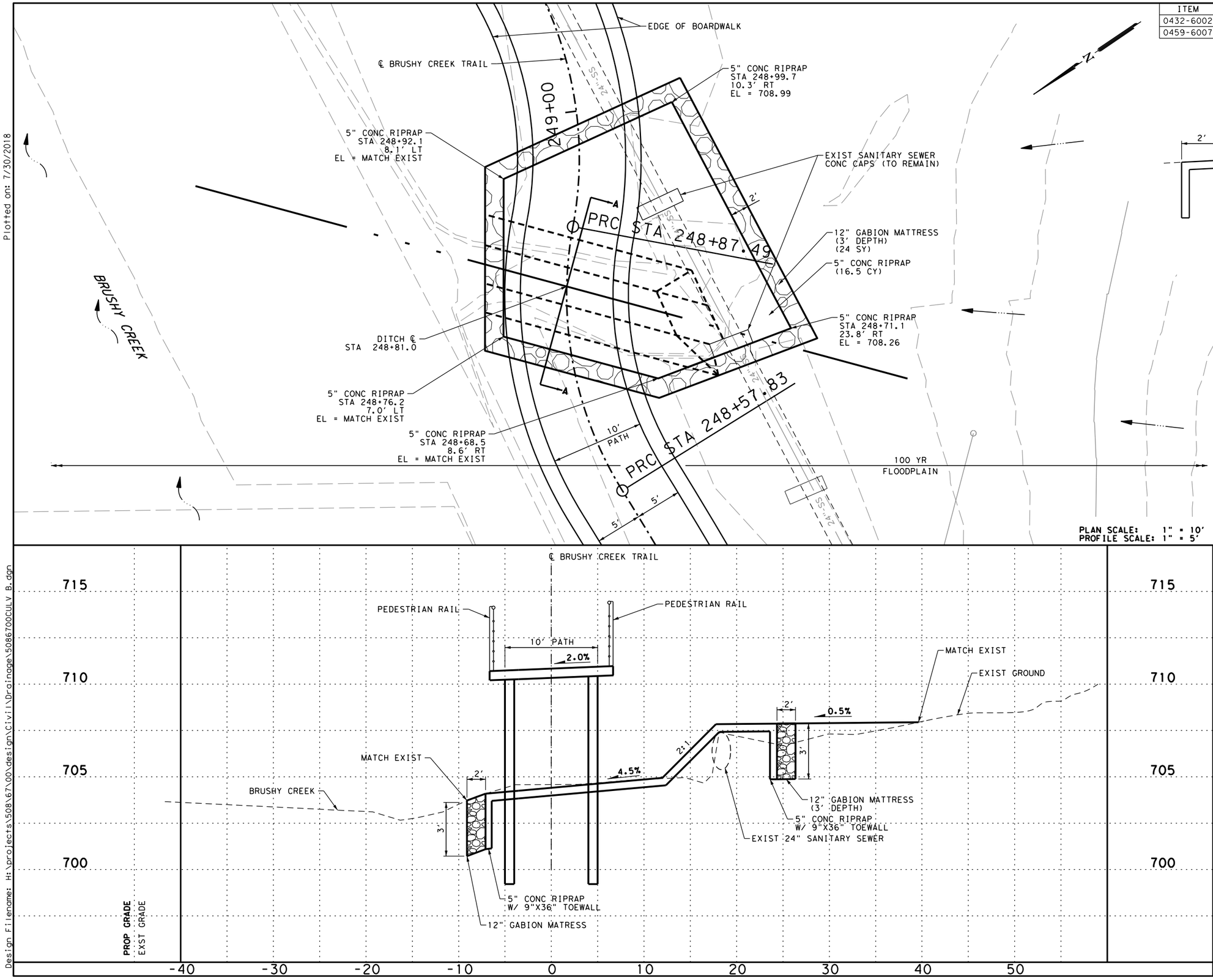
TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

BRUSHY CREEK TRAIL
INTERIOR DRAINAGE AREA MAP

100%SUBMITTAL	PROJECT NO.: STP 1802(205)TP		DATE: 7/30/2018
DRWN.BY: EG	DSGN.BY: EG	CHKD.BY: HM	SHEET NO.: 68

Plotted on: 7/30/2018

ITEM	DESCRIPTION	UNIT	QTY
0432-6002	RIPRAP (CONC)(5 IN)	CY	16.5
0459-6007	GABION MATTRESSES (GALV)(12 IN)	SY	24



DESIGN

STATE OF TEXAS
HEATHER McNEAL
114428
LICENSED PROFESSIONAL ENGINEER

HEATHER McNEAL, P.E. — 7/30/2018 DATE

REVIEW AND APPROVAL

STATE OF TEXAS
JAMES A. LUTZ
84722
LICENSED PROFESSIONAL ENGINEER

JAMES A. LUTZ, P.E. — 7/30/2018 DATE

PAPE-DAWSON ENGINEERS
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7800 SHOAL CREEK BLVD, STE 220 W I AUSTIN, TX 78757 I 512.454.8711
TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

BRUSHY CREEK TRAIL
INTERIOR DRAINAGE DETAILS

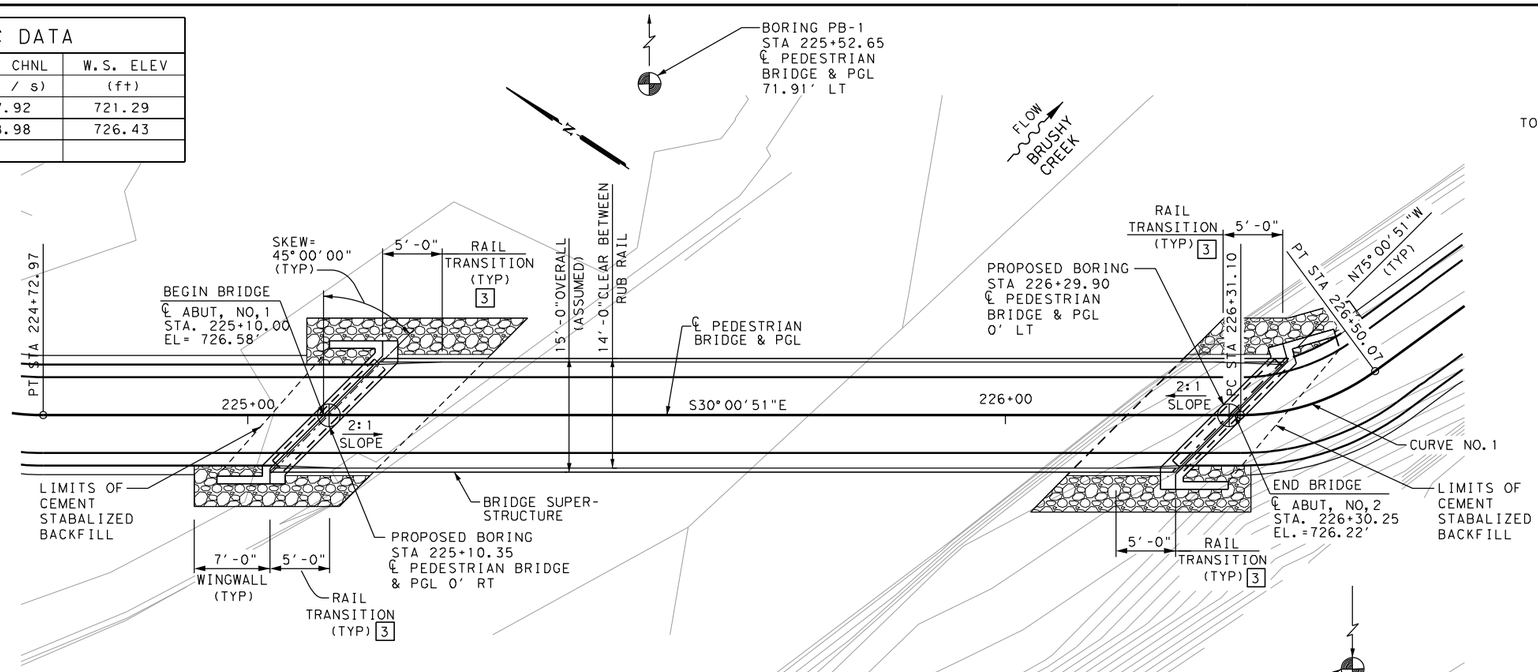
SHEET 1 OF 1

100%SUBMITTAL	PROJECT NO.: STP 1802(205)TP		DATE: 7/30/2018
DRWN.BY: EG	DSGN.BY: EG	CHKD.BY: HM	SHEET NO.: 69

Design Filename: H:\projects\508\67\00\design\Civil\Drainage\5086700CULV B.dgn

Plotted on: $DATE$

HYDRAULIC DATA			
FREQUENCY (YR)	Q TOTAL (cfs)	VEL CHNL (ft / s)	W.S. ELEV (ft)
100	16,000	7.92	721.29
500	26,400	8.98	726.43



PLAN
1" = 20'

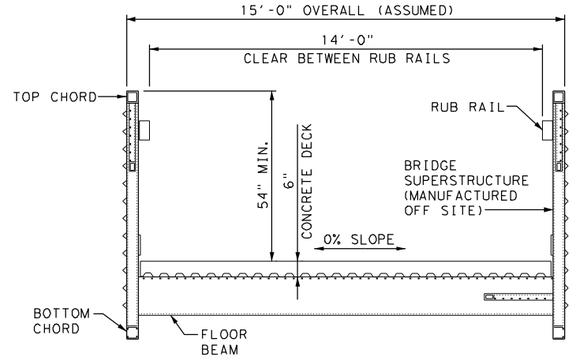
2 THE GEOTECHNICAL ENGINEER SHALL BE CONTACTED PRIOR TO DRILLING AND CONSTRUCTION OF THE ABUTMENT FOUNDATION TO DETERMINE THE SUTIBILITY OF THE LIMESTONE LAYER FOR FOUNDATION PLACEMENT.

3 TRANSITION FROM TYPE "F" RAIL (12'-0" CLEAR WIDTH) TO PEDESTRIAN BRIDGE RUB RAIL (14'-0" CLEAR WIDTH). TYPICAL AT BRIDGE END.

CURVE NO. 1
PI STA. 226+40.91
DELTA=36°13'11"(LT)
DEGREE=190°59'10"
RADIUS=30.00'
TANGENT=9.81'

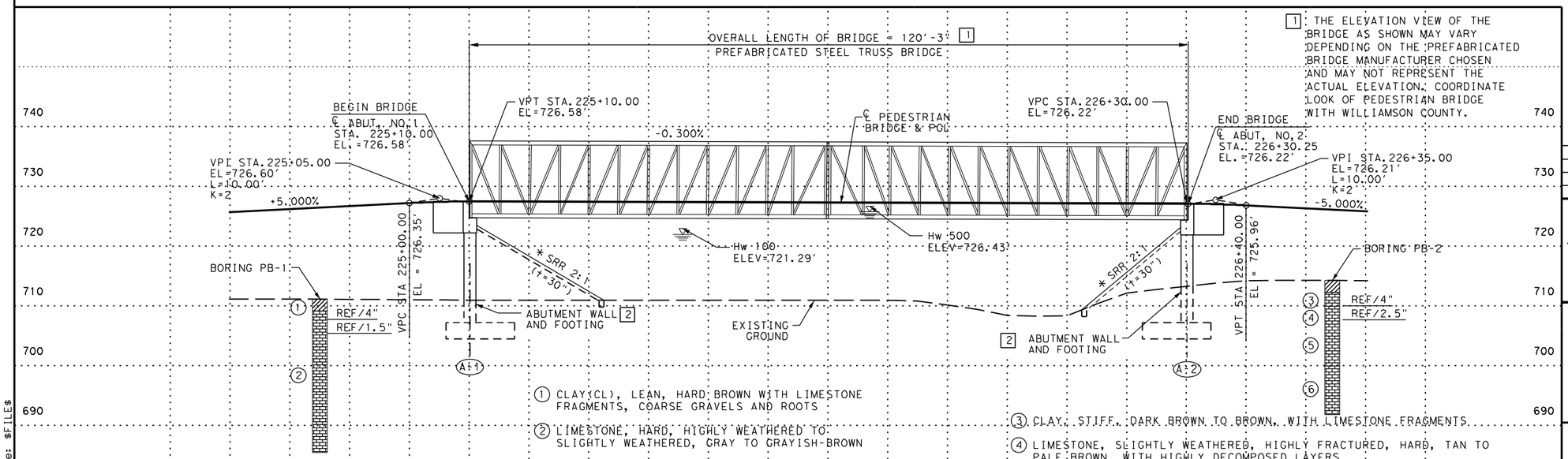
LEGEND
- BORING LOCATION
- PROPOSED BORING

VERTICAL: 5' 10'
HORIZONTAL: 10' 20'
SCALE IN FEET



TYPICAL BRIDGE SECTION
NOT TO SCALE

GENERAL NOTES
1. DESIGNED FOR H10 AND PEDESTRIAN LOADING ACCORDING AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS 7TH EDITION.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES, PRIOR TO CONSTRUCTION.
3. FUTURE OVERLAY WILL NOT BE PERMITTED FOR USE ON THIS BRIDGE.
4. REFER TO SRR STANDARD FOR ABUTMENT CAP/RIPRAP CONNECTION DETAILS.
5. IF WORKING NEAR POWERLINES, COMPLY WITH THE APPROPRIATE SECTIONS OF THE TEXAS STATE LAWS AND FEDERAL REGULATIONS RELATING TO THE TYPE OF WORK INVOLVED.
6. SEE CSAB STANDARD FOR CEMENT STABILIZED BACKFILL DETAILS.
7. SEE ABUTMENT WALL AND FOOTING DETAILS SHEET FOR FOUNDATION DETAILS.



ELEVATIOIN
1" = 10'

1 THE ELEVATION VIEW OF THE BRIDGE AS SHOWN MAY VARY DEPENDING ON THE PREFABRICATED BRIDGE MANUFACTURER CHOSEN AND MAY NOT REPRESENT THE ACTUAL ELEVATION. COORDINATE LOOK OF PEDESTRIAN BRIDGE WITH WILLIAMSON COUNTY.

(1) CLAY(CL), LEAN, HARD BROWN WITH LIMESTONE FRAGMENTS, COARSE GRAVELS AND ROOTS

(2) LIMESTONE, HARD, HIGHLY WEATHERED TO SLIGHTLY WEATHERED, GRAY TO GRAYISH-BROWN

(3) CLAY, STIFF, DARK BROWN TO BROWN, WITH LIMESTONE FRAGMENTS

(4) LIMESTONE, SLIGHTLY WEATHERED, HIGHLY FRACTURED, HARD, TAN TO PALE BROWN, WITH HIGHLY DECOMPOSED LAYERS

(5) LIMESTONE, UNWEATHERED, MODERATELY TO SLIGHTLY FRACTURED, PALE BROWN TO TAN, WITH HIGHLY DECOMPOSED SEAMS AND FERRIC STAINING

(6) LIMESTONE, SLIGHTLY WEATHERED, SLIGHTLY FRACTURED, HARD, GRAY, WITH FERRIC STAINING AND HIGHLY DECOMPOSED LAYERS

* STONE RIPRAP PROTECTION MUST BE MAINTAINED THROUGHOUT THE LIFE OF THE PEDESTRIAN BRIDGE FOR PROTECTION OF THE ABUTMENT FROM STREAM FLOW DURING EXTREME WEATHER EVENTS. ASSUMED SCOUR AT ABUTMENT IS 0 FT.

STATE OF TEXAS
MELVIN K. LARA
91638
LICENSED PROFESSIONAL ENGINEER

8-14-18

H10 AND PEDESTRIAN LOADING

REV. NO.	DATE	DESCRIPTION	BY

STRUCTURAL ENGINEERING ASSOCIATES, INC.
CONSULTING ENGINEERS
FIRM REGISTRATION NO. F-199

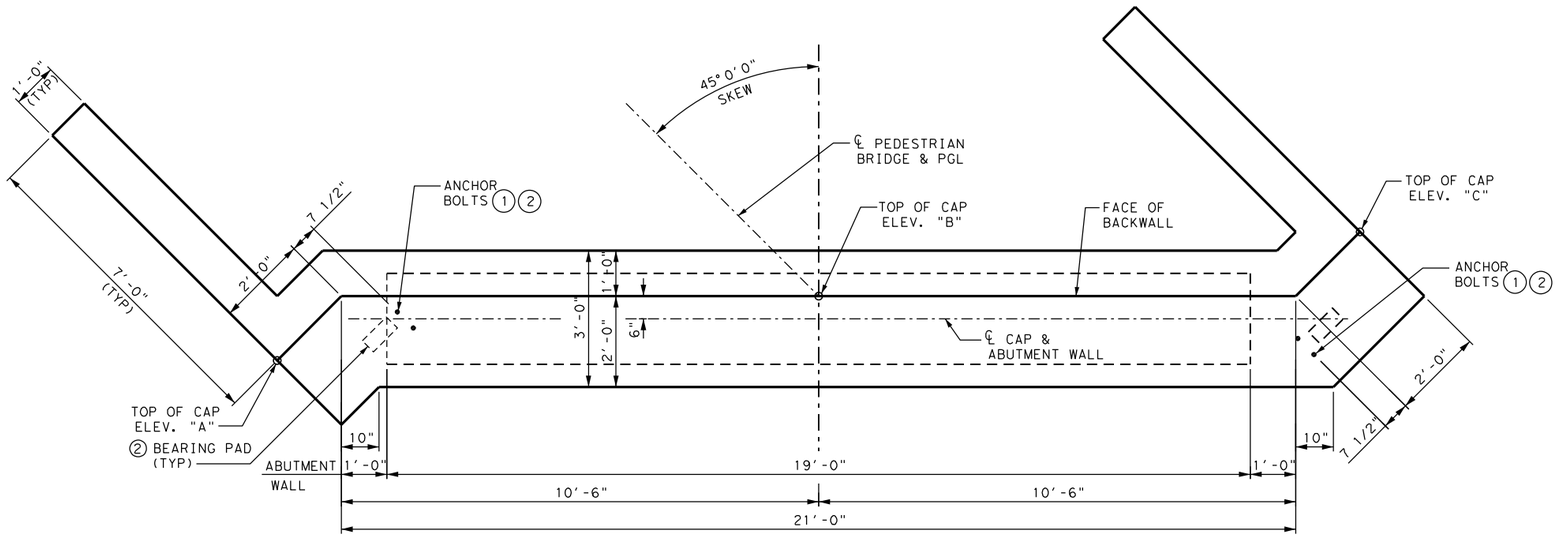
PAPE-DAWSON ENGINEERS
AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
7800 SHOAL CREEK BLVD, STE 220 W | AUSTIN, TX 78757 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

BRUSHY CREEK TRAIL
PEDESTRIAN BRIDGE LAYOUT

SHEET 1 OF 1

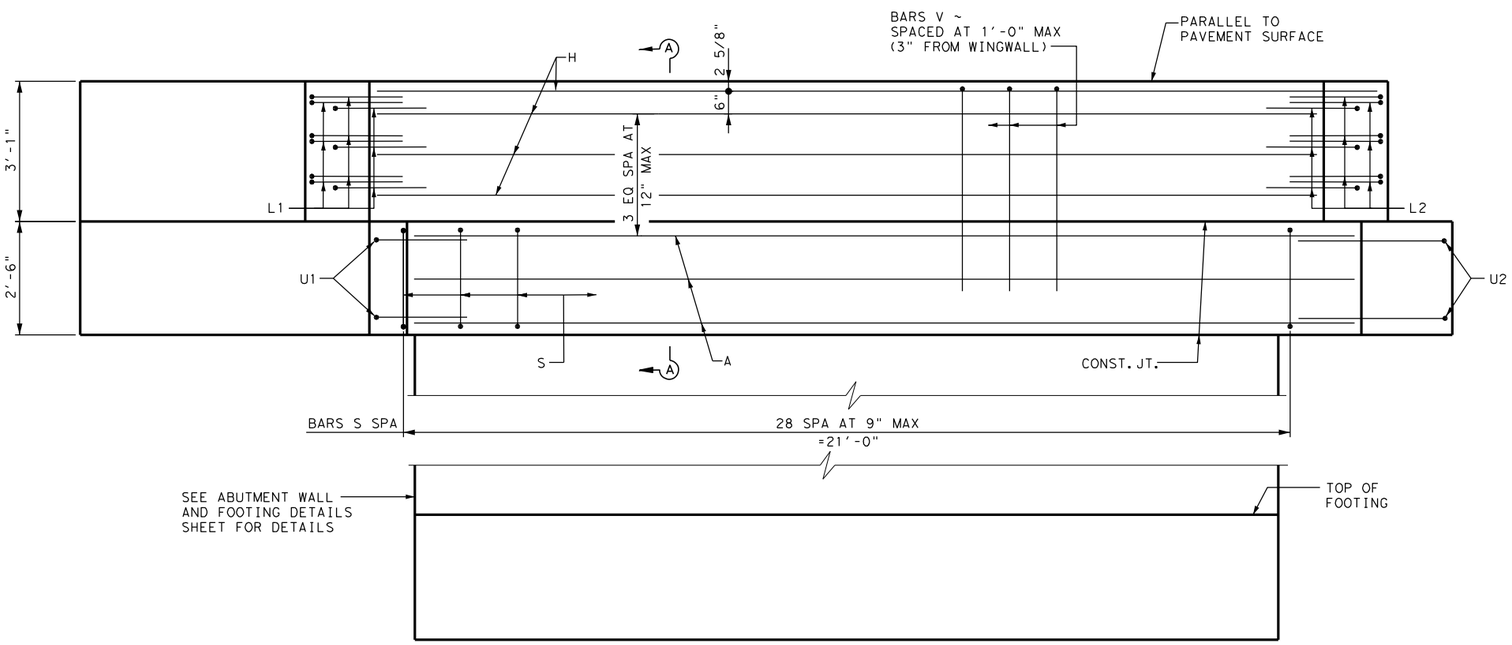
	PROJECT NO.: STP 1802 (205) TP		DATE: 7-27-18
DRWN.BY: AMH	DSGN.BY: MKL	CHKD.BY: A.R.	SHEET NO.: 70

Design Filename: $FILE$

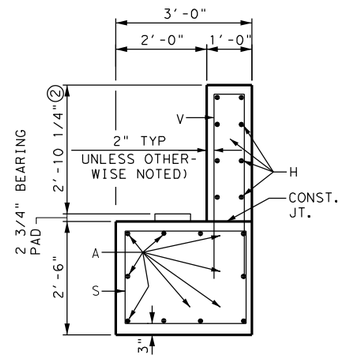


PLAN

(LOOKING BACKSTATION)



ELEVATION



SECTION A-A

CONTROL ELEVATIONS (2)

ABUT. NO.	PT "A" ELEV.	PT "B" ELEV.	PT "C" ELEV.
1	723.50'	723.50'	723.50'

GENERAL NOTES:

1. DESIGNED ACCORDING TO CURRENT AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS.
2. SEE ABUTMENT WALL AND FOOTING DETAILS SHEET FOR ALL FOUNDATION DETAILS AND NOTES NOT SHOWN.
3. CALCULATED BEARING PRESSURE =5,972 PSF.

COVER DIMENSIONS ARE CLEAR DIMENSIONS, UNLESS NOTED OTHERWISE.
REINFORCING BAR DIMENSIONS SHOWN ARE OUT-TO-OUT OF BAR.

MATERIAL NOTES:

CLASS "C" CONCRETE STRENGTH
F'c= 3,600 PSI.

PROVIDE GRADE 60 REINFORCING STEEL.

(1) 4 ~ 1" DIA. F1554 GRADE 105 ANCHOR BOLTS W/2~NUTS & 1 ~ 2 1/2" O.D. WASHER EACH. (SHALL BE VERIFIED BY BRIDGE MANUFACTURER.

(2) BACKWALL HEIGHT, WINGWALL HEIGHT, ANCHOR BOLT NUMBER, SIZE & LOCATION, TOP OF CAP ELEVATIONS, AS WELL AS OTHER RELATED INFORMATION SHALL BE VERIFIED BY CONTRACTOR AFTER A PREFABRICATED BRIDGE MANUFACTURER HAS BEEN CHOSEN.

STATE OF TEXAS
MELVIN K. LARA
91638
LICENSED
PROFESSIONAL ENGINEER

7-31-18

H10 AND PEDESTRIAN LOADING

REV. NO.	DATE	DESCRIPTION	BY

STRUCTURAL ENGINEERING ASSOCIATES, INC.
CONSULTING ENGINEERS
FIRM REGISTRATION NO. F-199

PAPE-DAWSON ENGINEERS
AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
7800 SHOAL CREEK BLVD, STE 220 W | AUSTIN, TX 78757 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

BRUSHY CREEK TRAIL

ABUTMENT 1

SHEET 1 OF 2

	PROJECT NO.: STP 1802 (205) TP		DATE: 7-27-18
DRWN.BY: AMH	DSGN.BY: MKL	CHKD.BY: AR	SHEET NO.: 71

Plotted on: 7/31/2018
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Plotted on: 7/31/2018

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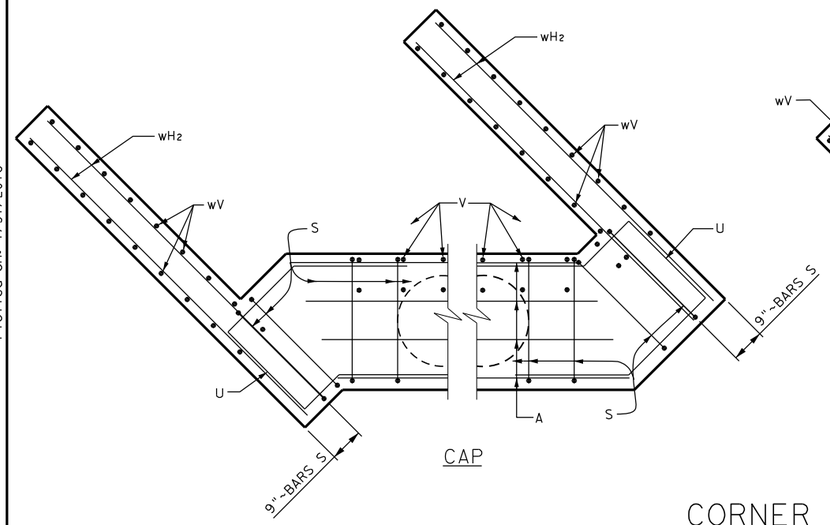
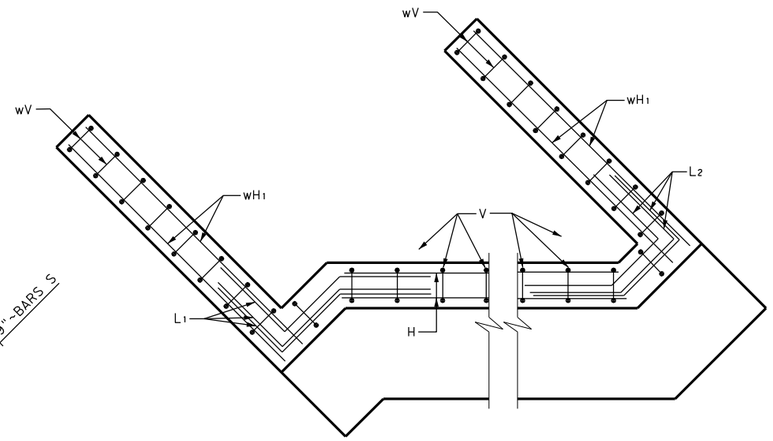


CAP



BACKWALL

CORNER DETAILS

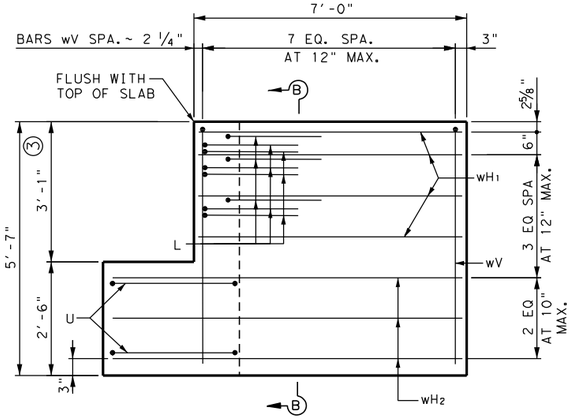
① TABLE OF ESTIMATED QUANTITIES

BAR	NO.	SIZE	LENGTH	WEIGHT
A	10	#11	21'-0"	1116
H	8	#6	21'-0"	252
L1	9	#6	5'-11"	80
L2	9	#6	5'-9"	78
S	33	#5	10'-4"	280
U	4	#6	11'-1"	67
V	24	#5	9'-0"	225
wH1	16	#6	6'-7"	158
wH2	12	#6	8'-7"	155
wV	16	#5	11'-0"	184
REINFORCING STEEL ②			Lb	2,595
CLASS "C" CONCRETE			CY	12.5

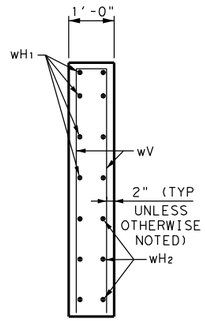
① QUANTITIES SHOWN ARE FOR ONE ABUTMENT ONLY

② FOR CONTRACTORS INFORMATION ONLY

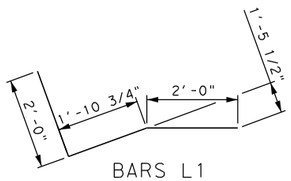
③ BACKWALL HEIGHT, WINGWALL HEIGHT, ANCHOR BOLT NUMBER, SIZE & LOCATION, TOP OF CAP ELEVATIONS, AS WELL AS OTHER RELATED INFORMATION SHALL BE VERIFIED BY CONTRACTOR AFTER A PREFABRICATED BRIDGE MANUFACTURER HAS BEEN CHOSEN.



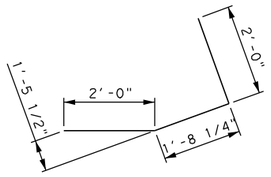
WINGWALL ELEVATION



SECTION B-B



BARS L1



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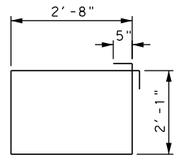

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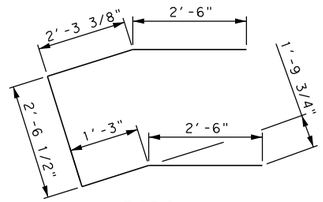
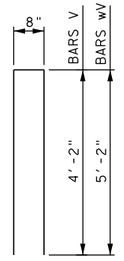


BARS U



BARS V & wV

STATE OF TEXAS
MELVIN K. LARA
91638
LICENSED
PROFESSIONAL ENGINEER

7-31-18

H10 AND PEDESTRIAN LOADING

REV. NO.	DATE	DESCRIPTION	BY

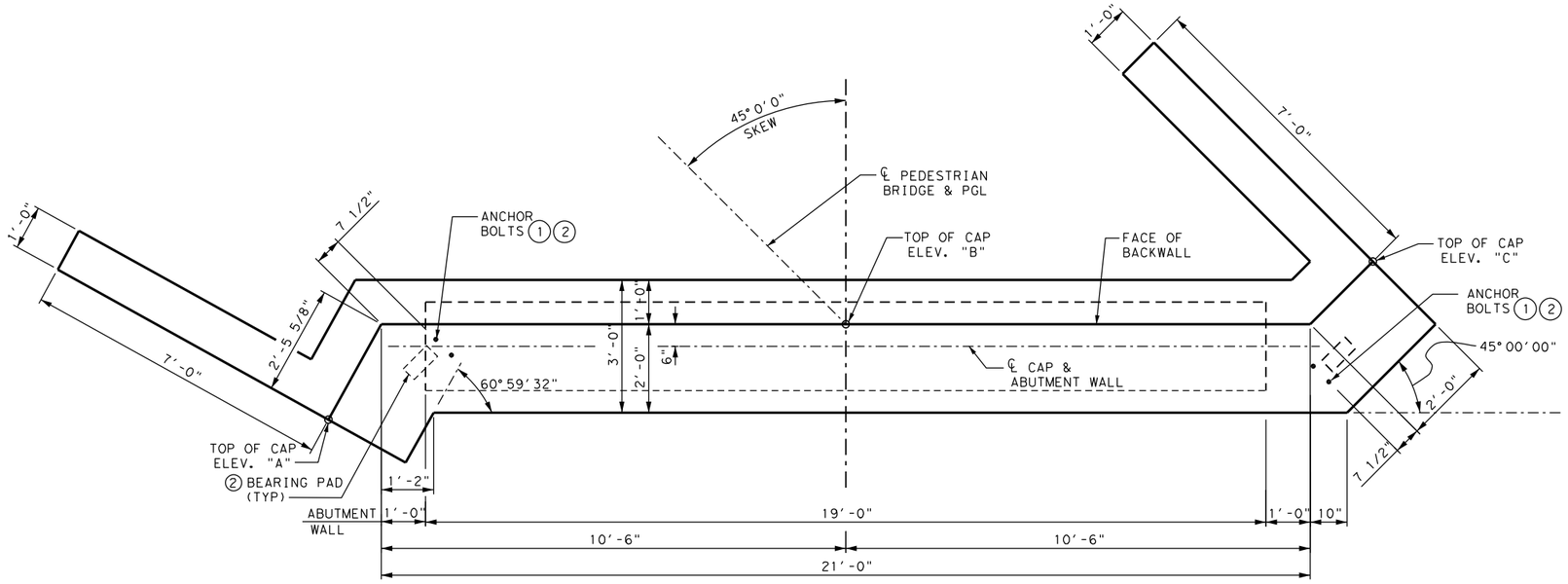
STRUCTURAL ENGINEERING ASSOCIATES, INC.
CONSULTING ENGINEERS
FIRM REGISTRATION NO. F-199

PAPE-DAWSON ENGINEERS
AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS
7800 SHOAL CREEK BLVD, STE 220 W I AUSTIN, TX 78757 I 512.454.8711
TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

BRUSHY CREEK TRAIL

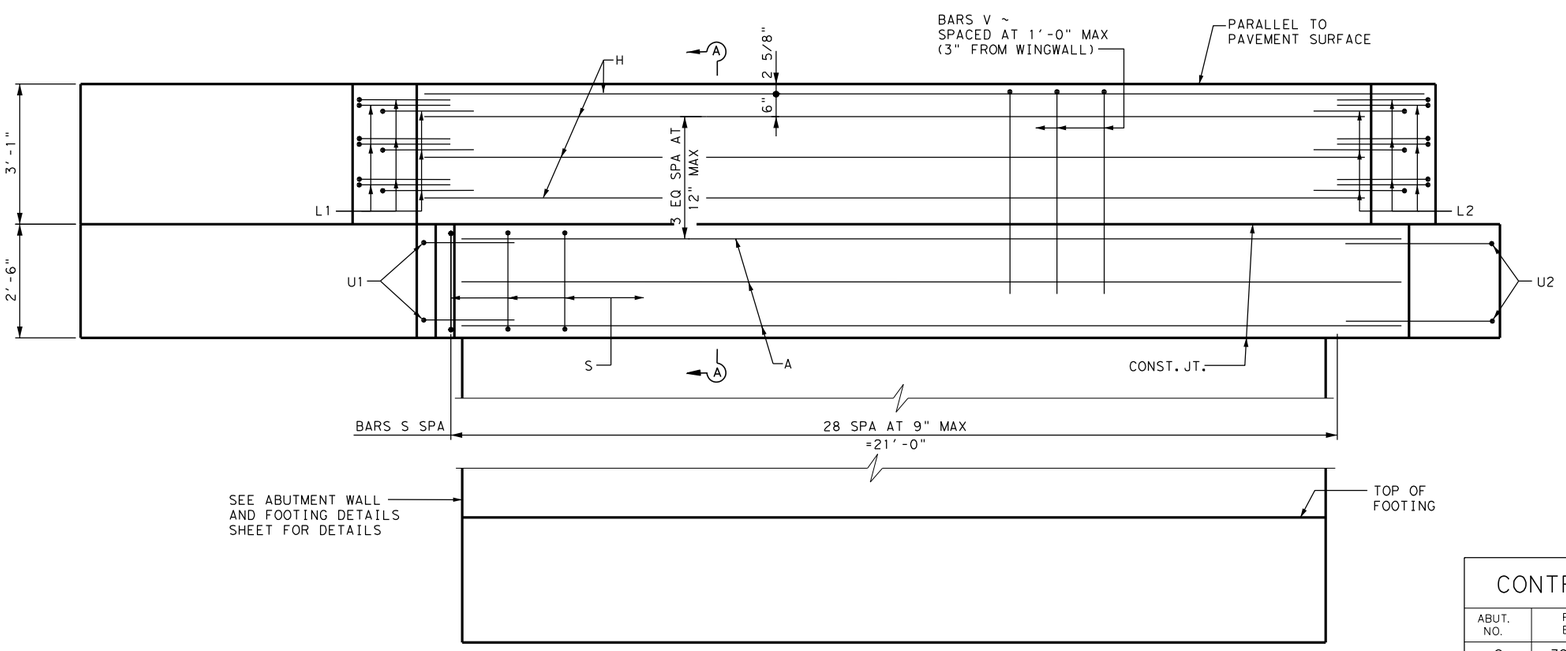
ABUTMENT 1

	PROJECT NO.: STP 1802 (205) TP		DATE: 7-27-18
DRWN.BY: AMH	DSGN.BY: MKL	CHKD.BY: AR	SHEET NO.: 72

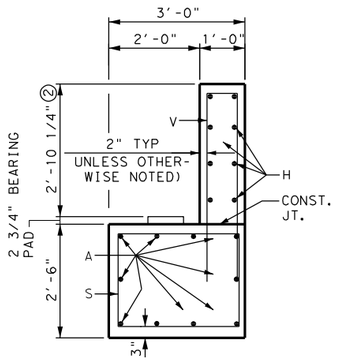


PLAN

(LOOKING STATIONWISE)



ELEVATION



SECTION A-A

CONTROL ELEVATIONS (2)

ABUT. NO.	PT "A" ELEV.	PT "B" ELEV.	PT "C" ELEV.
2	723.14'	723.14'	723.14'

GENERAL NOTES:

1. DESIGNED ACCORDING TO CURRENT AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS.
2. SEE ABUTMENT WALL AND FOOTING DETAILS SHEET FOR ALL FOUNDATION DETAILS AND NOTES NOT SHOWN.
3. CALCULATED BEARING PRESSURE = 5,972 PSF.

COVER DIMENSIONS ARE CLEAR DIMENSIONS, UNLESS NOTED OTHERWISE.
REINFORCING BAR DIMENSIONS SHOWN ARE OUT-TO-OUT OF BAR.

MATERIAL NOTES:

CLASS "C" CONCRETE STRENGTH
F'c= 3,600 PSI.

PROVIDE GRADE 60 REINFORCING STEEL.

(1) 4 ~ 1" DIA. F1554 GRADE 105 ANCHOR BOLTS W/2~NUTS & 1 ~ 2 1/2" O.D. WASHER EACH. (SHALL BE VERIFIED BY BRIDGE MANUFACTURER.

(2) BACKWALL HEIGHT, WINGWALL HEIGHT, ANCHOR BOLT NUMBER, SIZE & LOCATION, TOP OF CAP ELEVATIONS, AS WELL AS OTHER RELATED INFORMATION SHALL BE VERIFIED BY CONTRACTOR AFTER A PREFABRICATED BRIDGE MANUFACTURER HAS BEEN CHOSEN.

STATE OF TEXAS
MELVIN K. LARA
91638
LICENSED PROFESSIONAL ENGINEER

7-31-18

H10 AND PEDESTRIAN LOADING

REV. NO.	DATE	DESCRIPTION	BY

STRUCTURAL ENGINEERING ASSOCIATES, INC.
CONSULTING ENGINEERS
FIRM REGISTRATION NO. F-199

PAPE-DAWSON ENGINEERS
AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS
7800 SHOAL CREEK BLVD, STE 220 W I AUSTIN, TX 78757 I 512.454.8711
TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

BRUSHY CREEK TRAIL

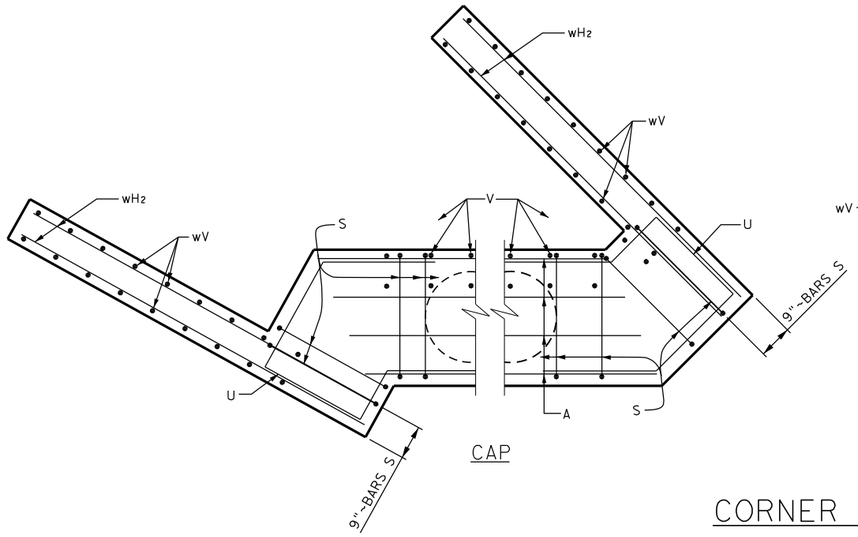
ABUTMENT 2

SHEET 1 OF 2

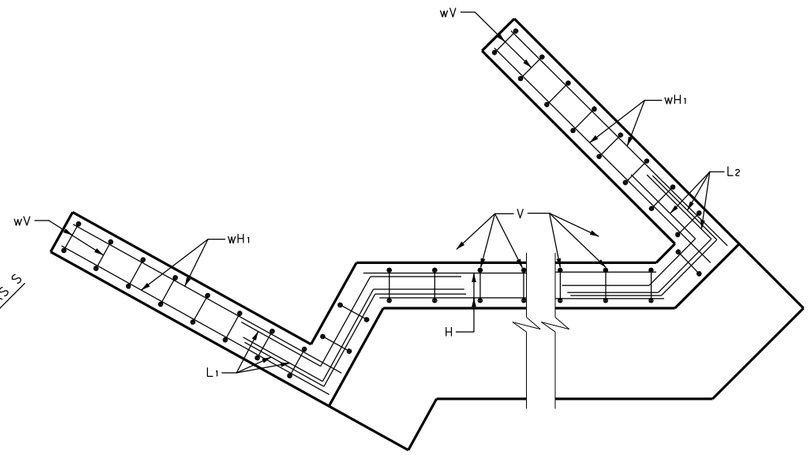
	PROJECT NO.: STP 1802 (205) TP		DATE: 7-27-18
DRWN.BY: AMH	DSGN.BY: MKL	CHKD.BY: AR	SHEET NO.: 73

Plotted on: 7/31/2018

Design Filename: Z:\COMMERCIAL JOBS\18-152C - BrushyCreekProject\Bridge\50867OO*ABT*04-2.DGN



CAP



BACKWALL

CORNER DETAILS

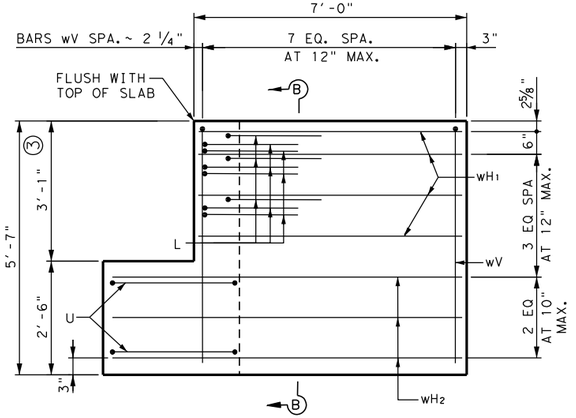
① TABLE OF ESTIMATED QUANTITIES

BAR	NO.	SIZE	LENGTH	WEIGHT
A	10	#11	21'-0"	1116
H	8	#6	21'-0"	252
L1	9	#6	6'-0"	81
L2	9	#6	5'-9"	78
S	33	#5	10'-4"	280
U1	2	#6	11'-1"	33
U2	2	#6	11'-1"	33
V	24	#5	9'-0"	225
wH1	16	#6	6'-7"	158
wH2	12	#6	8'-7"	155
wV	16	#5	11'-0"	184
REINFORCING STEEL ②			Lb	2,595
CLASS "C" CONCRETE			CY	12.6

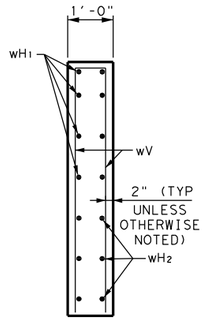
① QUANTITIES SHOWN ARE FOR ONE ABUTMENT ONLY

② FOR CONTRACTORS INFORMATION ONLY

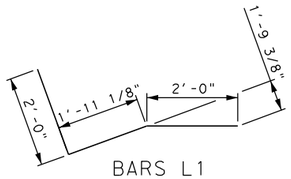
③ BACKWALL HEIGHT, WINGWALL HEIGHT, ANCHOR BOLT NUMBER, SIZE & LOCATION, TOP OF CAP ELEVATIONS, AS WELL AS OTHER RELATED INFORMATION SHALL BE VERIFIED BY CONTRACTOR AFTER A PREFABRICATED BRIDGE MANUFACTURER HAS BEEN CHOSEN.



WINGWALL ELEVATION



SECTION B-B



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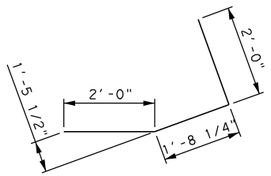

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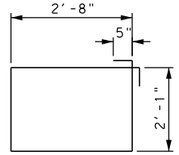
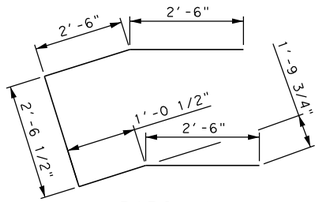


BARS S



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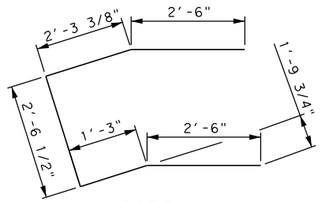

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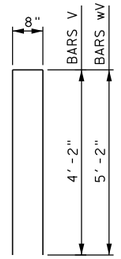


BARS V & wV

7-31-18

H10 AND PEDESTRIAN LOADING

REV. NO.	DATE	DESCRIPTION	BY

STRUCTURAL ENGINEERING ASSOCIATES, INC.
CONSULTING ENGINEERS
FIRM REGISTRATION NO. F-199

SCALE: 1" = 200'

PAPE-DAWSON ENGINEERS

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
7800 SHOAL CREEK BLVD, STE 220 W | AUSTIN, TX 78757 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

BRUSHY CREEK TRAIL

ABUTMENT 2

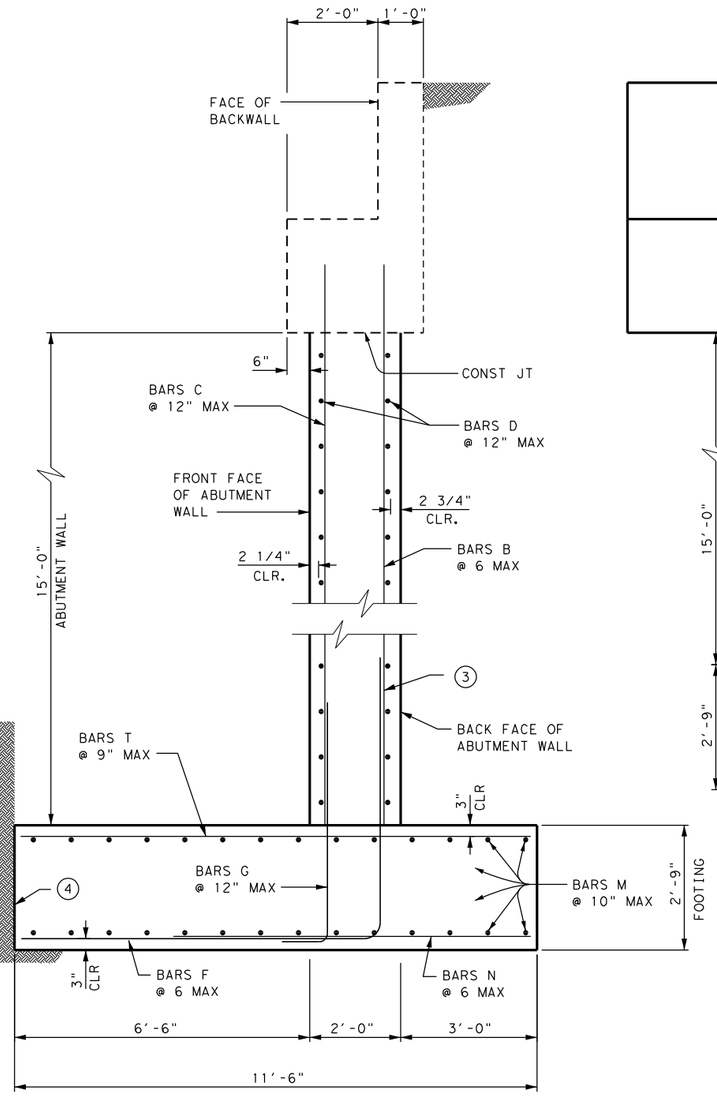
SHEET 2 OF 2

	PROJECT NO.: STP 1802 (205) TP		DATE: 7-27-18
DRWN.BY: AMH	DSGN.BY: MKL	CHKD.BY: AR	SHEET NO.: 74

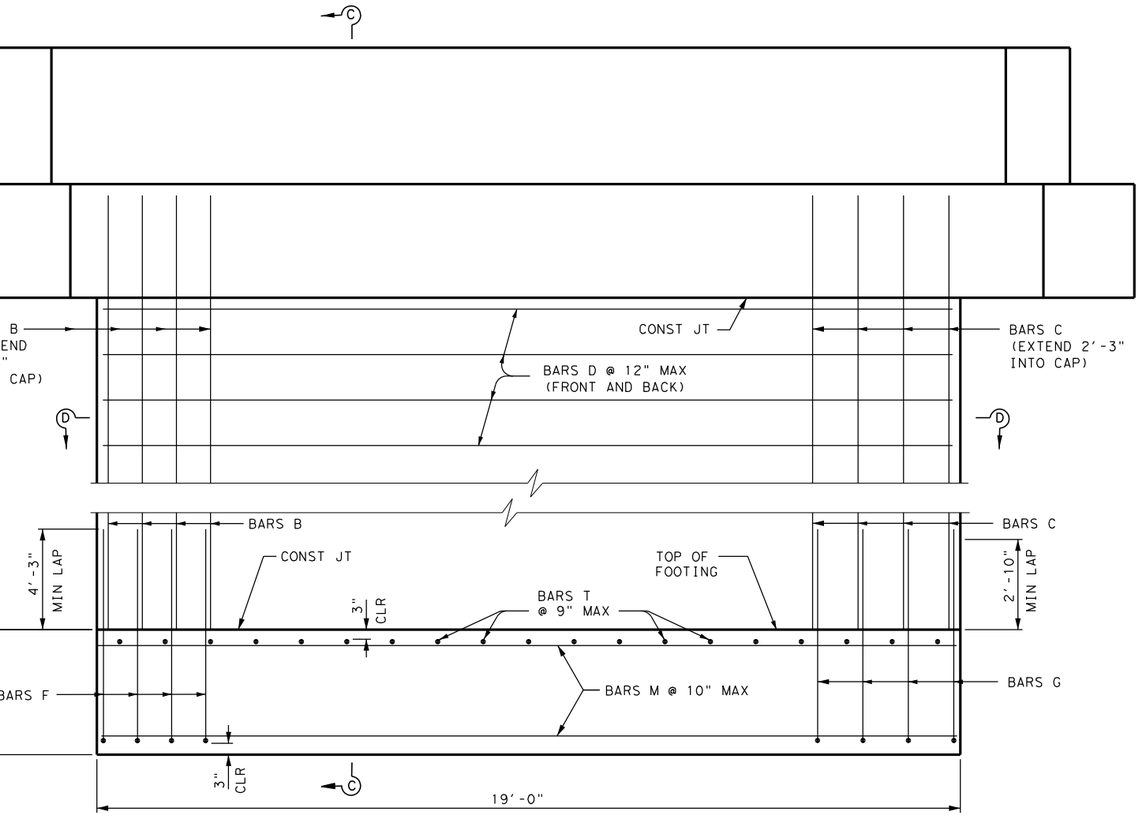
Plotted on: 7/31/2018

Design Filename: Z:\COMMERCIAL JOBS\18-152C - BrushyCreekProject\Bridge\5086700*ABT*DET*02-2.DGN

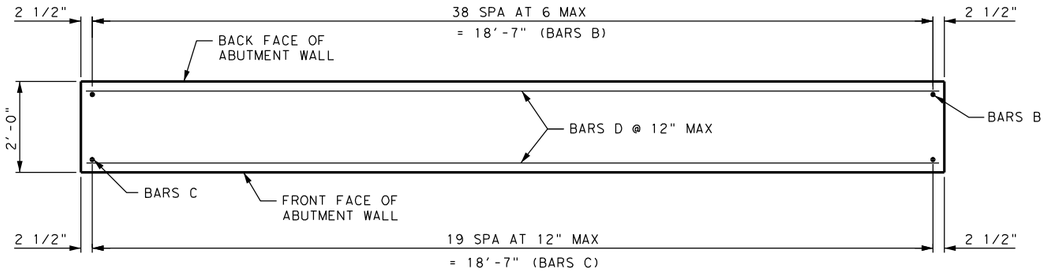
Plotted on: 7/31/2018
Design Filename: Z:\COMMERCIAL JOBS\18-152C - BrushyCreekProject\Bridge\5086700*ABT*WALL*FOOT*DET*01.DGN



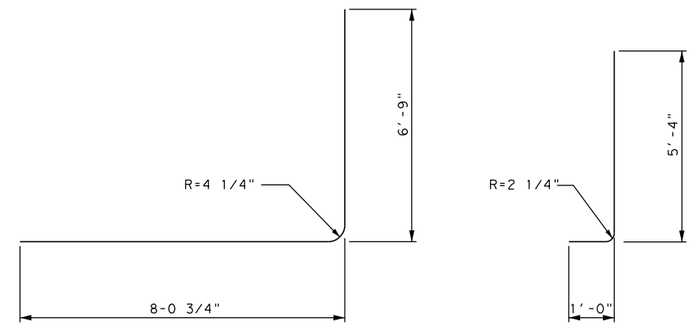
SECTION C-C



ELEVATION



SECTION D-D



STATE OF TEXAS
MELVIN K. LARA
91638
LICENSED PROFESSIONAL ENGINEER

7-31-18

1. QUANTITIES SHOWN ARE FOR ONE ABUTMENT WALL/FOOTING ONLY.
2. FOR CONTRACTORS INFORMATION ONLY.
3. PLACE VERTICAL BARS INSIDE OF HORIZONTAL BARS (TYP BOTH SIDES).
4. PLACE FOOTING TOE AGAINST UNDISTURBED SOIL.

GENERAL NOTES:

1. DESIGNED ACCORDING TO CURRENT AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS.
2. CALCULATED BEARING PRESSURE = 5,972 PSF.

COVER DIMENSIONS ARE CLEAR DIMENSIONS, UNLESS NOTED OTHERWISE.
REINFORCING BAR DIMENSIONS SHOWN ARE OUT-TO-OUT OF BAR.

MATERIAL NOTES:

CLASS "C" CONCRETE STRENGTH
F'c= 3,600 PSI.

PROVIDE GRADE 60 REINFORCING STEEL.

① TABLE OF ESTIMATED QUANTITIES

BAR	NO.	SIZE	LENGTH	WEIGHT
B	39	#9	17'-3"	2,287
C	20	#6	17'-3"	518
D	32	#5	18'-8"	623
F	39	#9	14'-10"	1,967
G	20	#6	6'-4"	190
M	30	#5	18'-6"	579
N	39	#9	8'-0"	1,061
T	26	#6	11'-0"	430
REINFORCING STEEL ②			Lb	7,655
CL C CONCRETE (MASS) (COLUMN)			Cy	21.1
CL C CONCRETE (MASS) (FOOTING)			Cy	22.3

H10 AND PEDESTRIAN LOADING

REV. NO.	DATE	DESCRIPTION	BY

STRUCTURAL ENGINEERING ASSOCIATES, INC.
CONSULTING ENGINEERS
FIRM REGISTRATION NO. F-199

PAPE-DAWSON ENGINEERS
AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
7800 SHOAL CREEK BLVD, STE 220 W | AUSTIN, TX 78757 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

BRUSHY CREEK TRAIL

ABUTMENT WALL AND FOOTING DETAILS

SHEET 1 OF 1

	PROJECT NO.: STP 1802 (205) TP		DATE: 7-27-18
DRWN.BY: AMH	DSGN.BY: MKL	CHKD.BY: AR	SHEET NO.: 75

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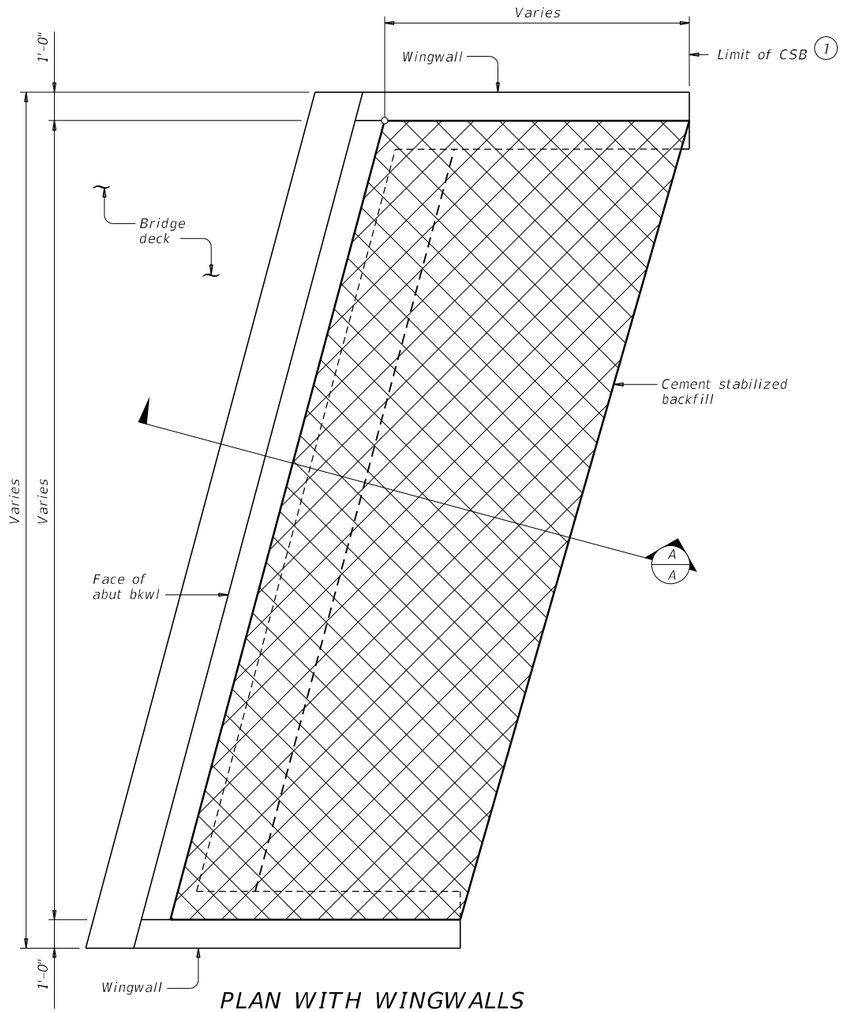
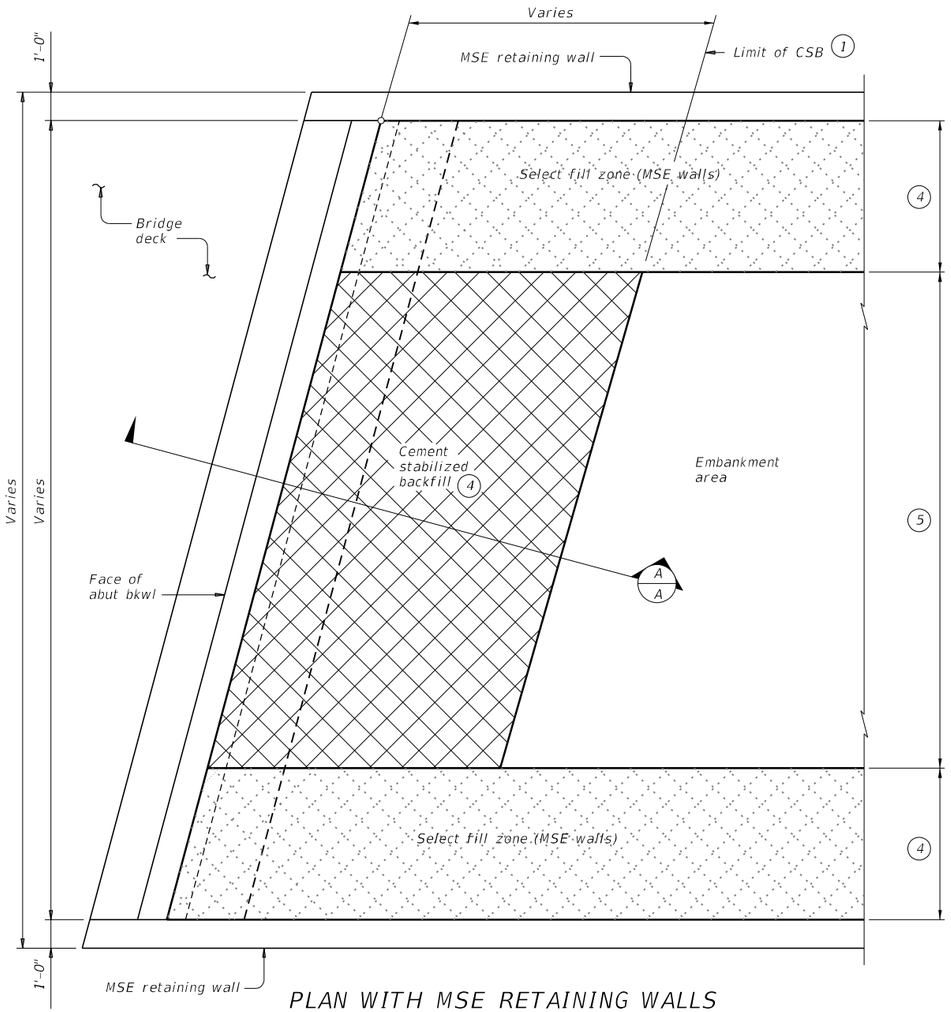


PLAN WITH WINGWALLS

Cast-in-place retaining walls similar.



PLAN WITH MSE RETAINING WALLS

(1) Usual limit of Cement Stabilized Backfill is at end of wingwall. Extend CSB limits as required to maintain a slope no steeper than 1:1 at bottom of backfill.

(2) Bench backfill as shown with 12" (approximate) bench depths.

(3) Other materials can be used as a bond breaker if permitted by the Engineer. 2 layers of 30 Lb roofing felt or 2 layers of heavy mil polyethylene sheeting are examples.

(4) Where MSE retaining walls are present, adjust CSB limits to accommodate the select fill zone. See retaining wall details for additional information.

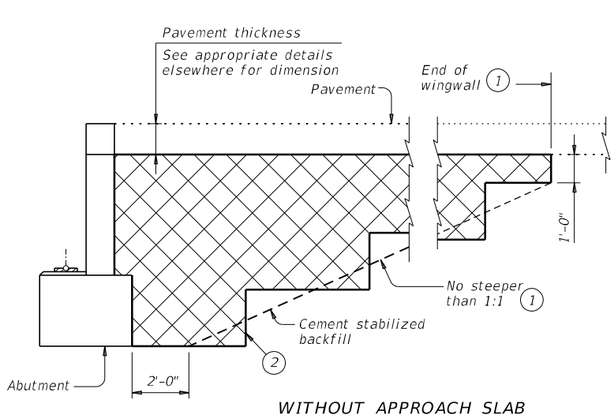
(5) When distance between select fill zones is less than 5'-0", MSE select fill may be substituted for cement stabilized backfill with approval from the Engineer.

GENERAL NOTES:

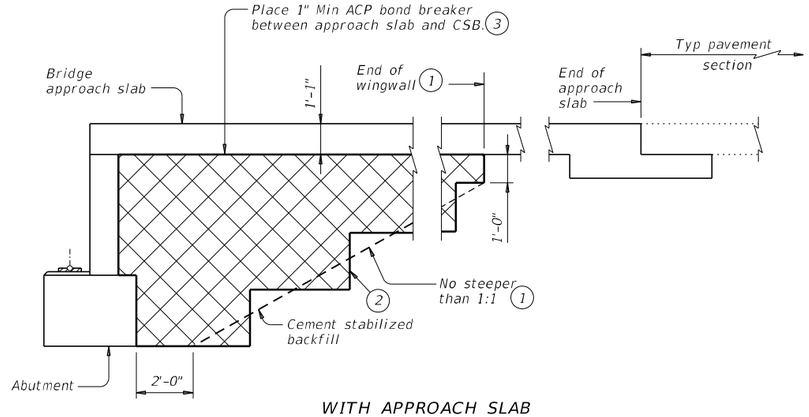
Provide Cement Stabilized Backfill (CSB) meeting the requirements of Item 400, "Excavation and Backfill for Structures", to the limits shown at bridge abutments.

Details are drawn showing left forward skew. See Bridge Layout for actual skew direction.

These details do not apply when Concrete Block retaining walls are used in lieu of wingwalls.



WITHOUT APPROACH SLAB



WITH APPROACH SLAB

SECTION A-A

Texas Department of Transportation

Bridge Division Standard

CEMENT STABILIZED ABUTMENT BACKFILL

BRIDGE ABUTMENT

CSAB

FILE: csabstel.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT January 2015	PROJECT NO:		HIGHWAY	
REVISIONS 01-16: Add MSE wall details.	STD 1502(205)TP			
	DIST	COUNTY		SHEET NO.
	AUS	WILLIAMSON		76

DATE:
FILE:

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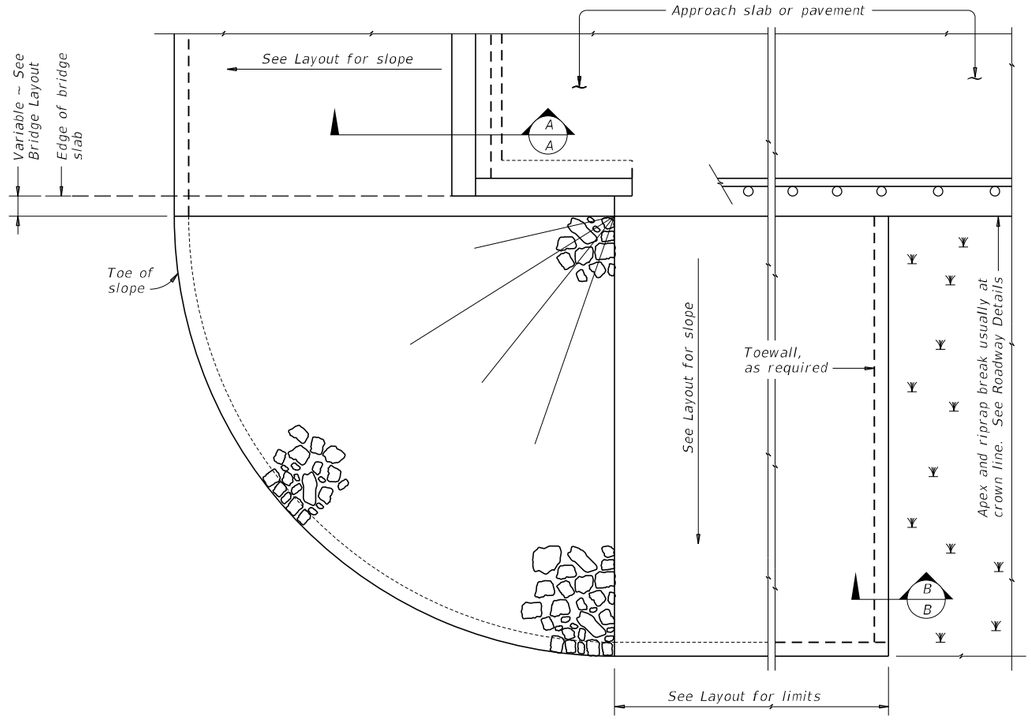
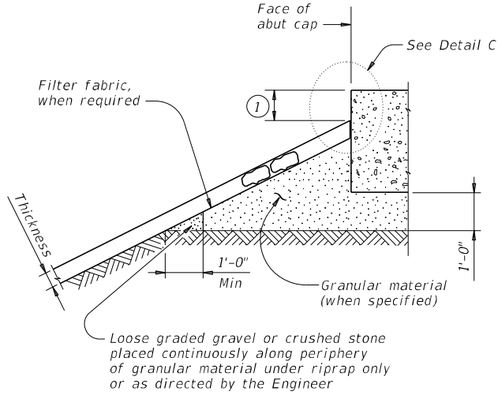
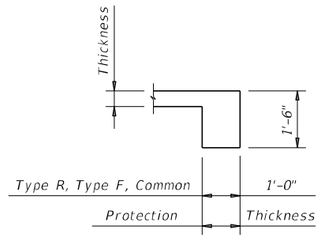
DATE:
FILE:



PLAN

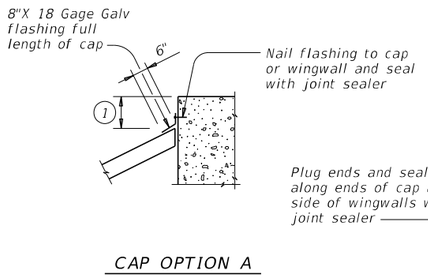


SECTION A-A AT CAP

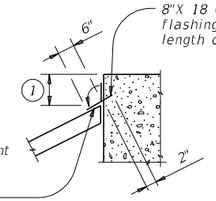


SECTION B-B

Provide toewall when shoulder drain is located adjacent to limits of stone riprap. Omit toewall when thickness of protection riprap is greater than 18".

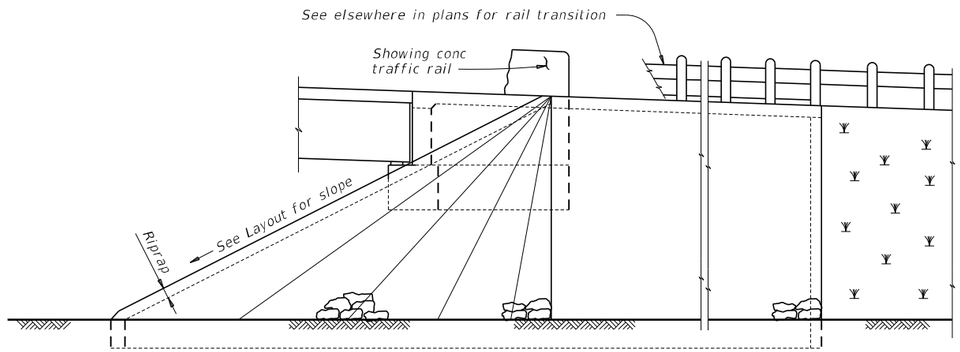


CAP OPTION A



CAP OPTION B

DETAIL C



ELEVATION

GENERAL NOTES:
Refer to Item 432, "Riprap" for stone size and gradation, and construction details. See Layout for limits and thickness of riprap specified.
See elsewhere in plans for locations and details of shoulder drains.

(1) Top of cap to top of riprap dimension varies as directed by the Engineer. Provide 9" Min for beam/slab type bridges and 1'-6" for slab span, box beam, or slab beam bridges.

Texas Department of Transportation

Bridge Division Standard

STONE RIPRAP

SRR

FILE: srrstde1.dgn	DN: AES	CK: JGD	DW: BWH	CK: AES	
©TxDOT January 2015	PROJECT NO:		HIGHWAY		
REVISIONS	STD 1502(205)TP				
	DIST	COUNTY		SHEET NO.	
	AUS	WILLIAMSON		77	

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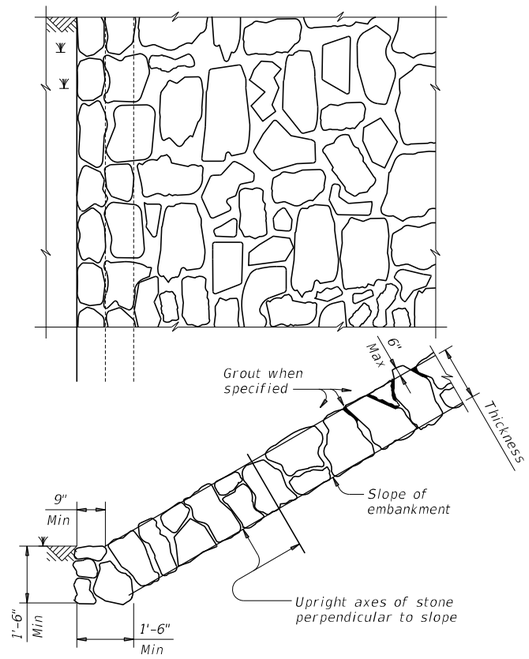


FIGURE 1 ~ TYPE R STONE RIPRAP

dry or grouted

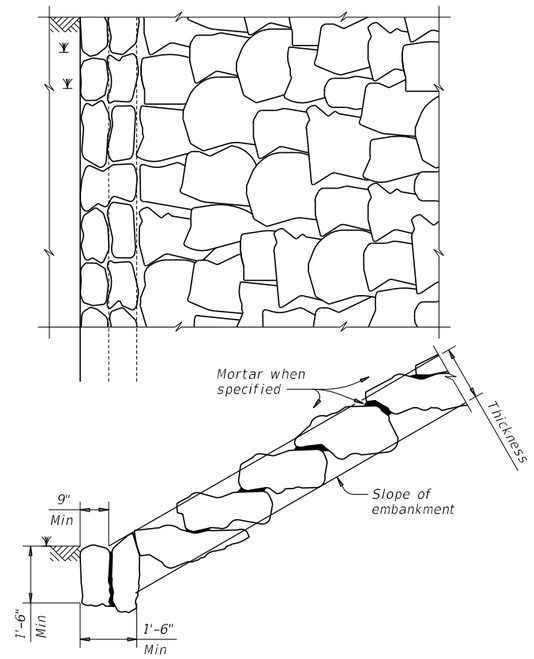


FIGURE 2 ~ TYPE F STONE RIPRAP

dry or mortared

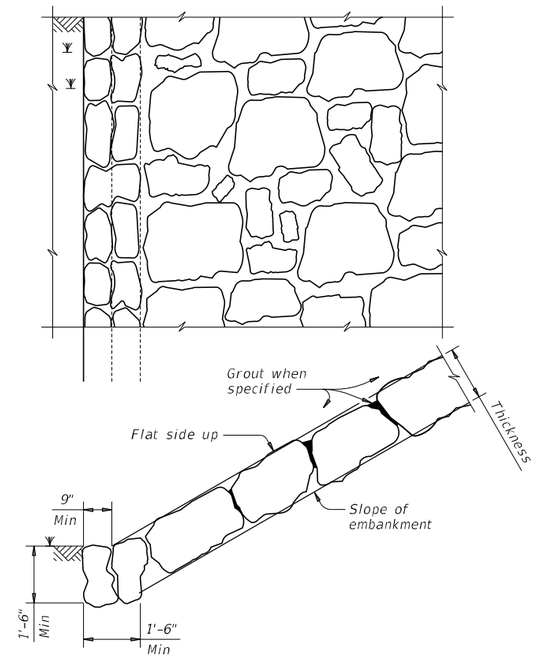


FIGURE 3 ~ TYPE F STONE RIPRAP

grouted

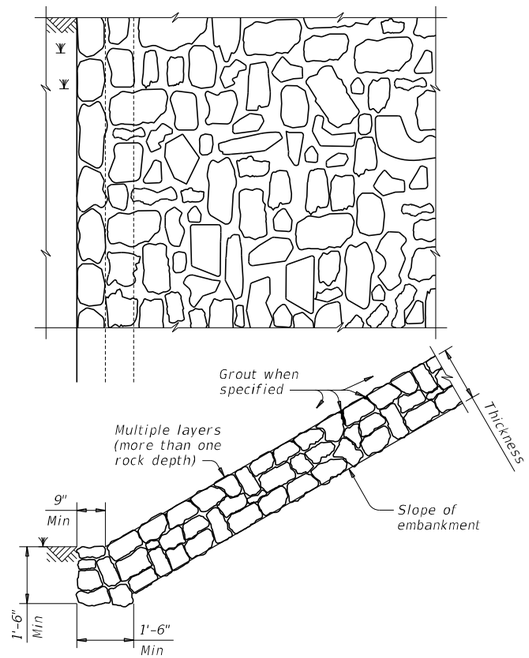


FIGURE 4 ~ COMMON STONE RIPRAP

dry or grouted

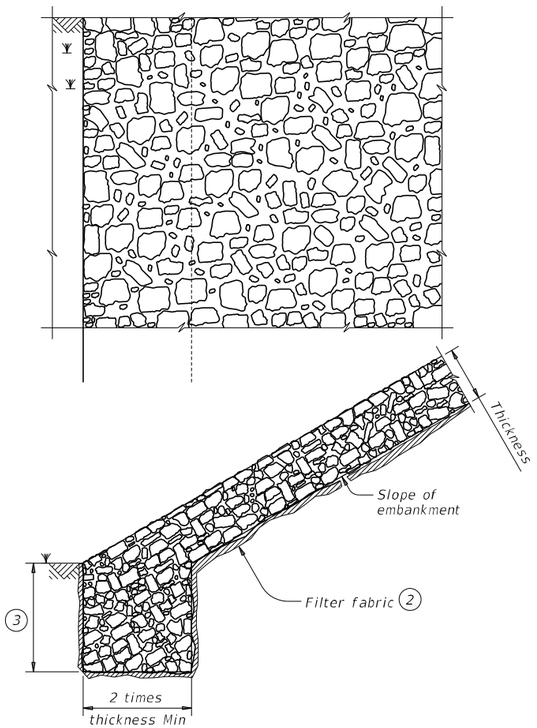


FIGURE 5 ~ PROTECTION STONE RIPRAP

(2) Provide bedding material instead of filter fabric if shown elsewhere in plans. See Layout for thickness of bedding material.

(3) Minimum toe depth is the larger of the maximum scour depth or 2 times the riprap thickness.

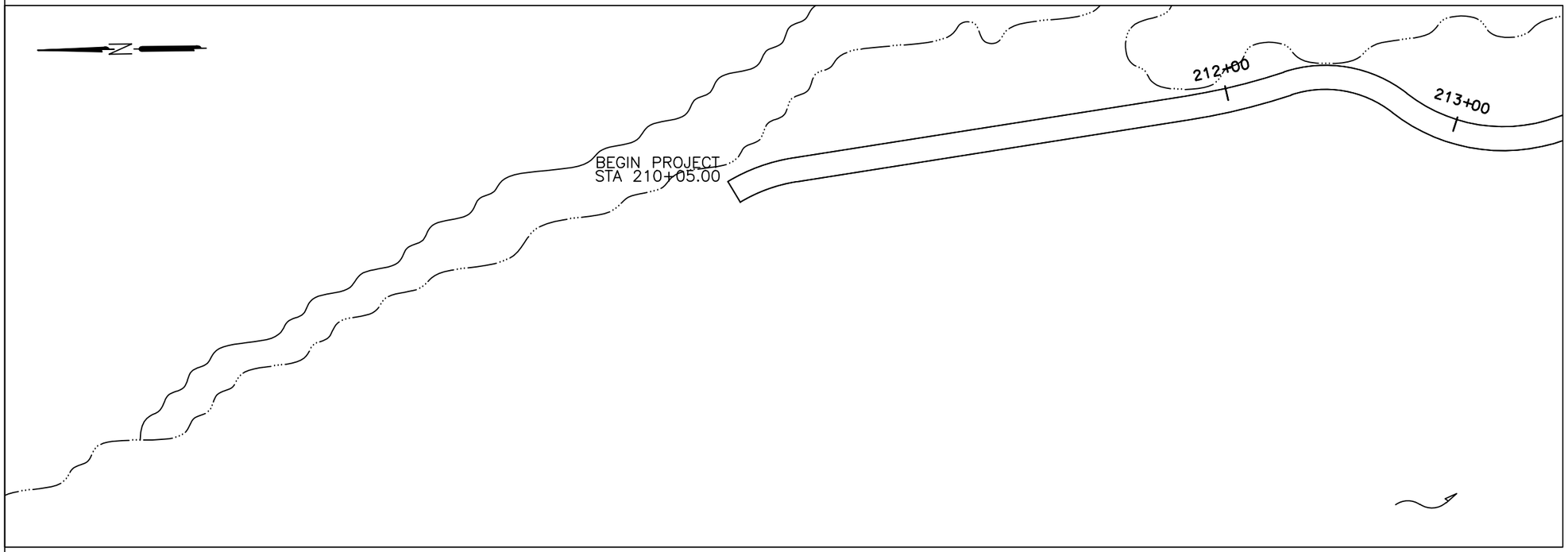
Texas Department of Transportation

Bridge Division Standard

STONE RIPRAP

SRR

FILE: srrstde1.dgn	DN: AES	CK: JGD	DW: BWH	CK: AES	
©TxDOT January 2015	PROJECT NO:			HIGHWAY	
REVISIONS	STD 1502(205)TP				
	DIST	COUNTY		SHEET NO.	
	AUS	WILLIAMSON		78	



LEGEND

TREES REMOVAL

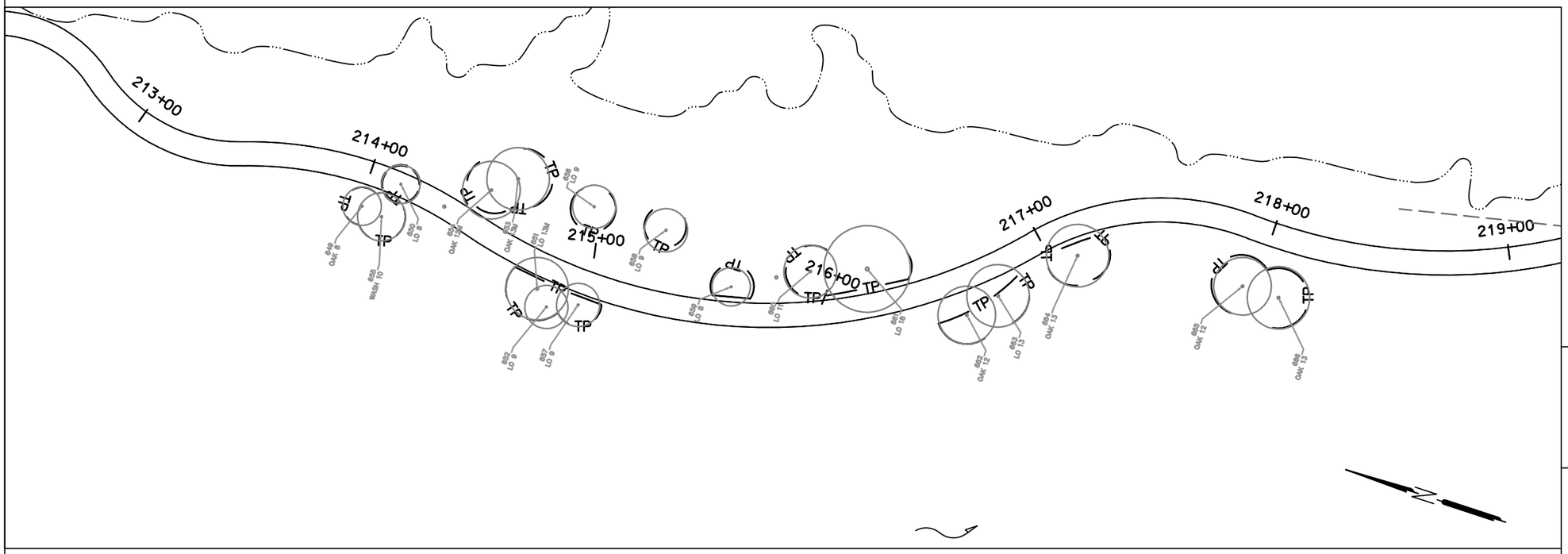
TREE PROTECTION

TP

FLOW ARROW

100 YR FLOODPLAIN LIMIT

CREEK FLOW DIRECTION



SCALE: 1"= 50'

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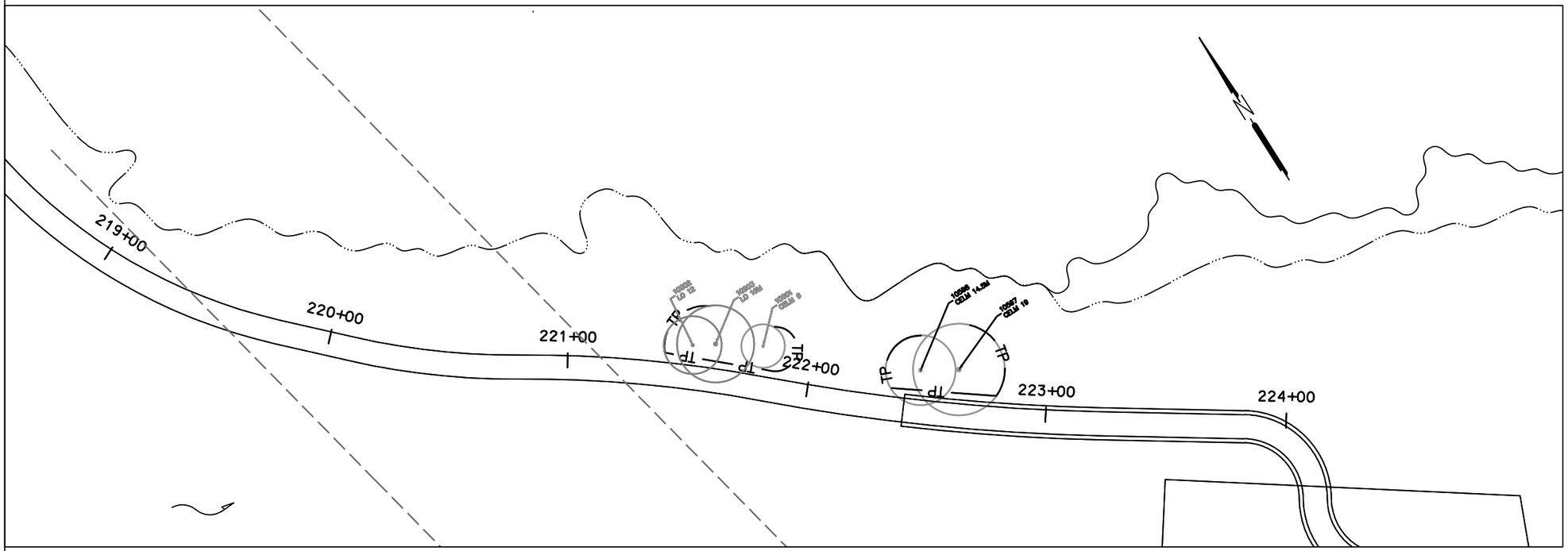
RVi PROJECT NO :144226

BRUSHY CREEK TRAIL
TREE PROTECTION AND REMOVAL PLAN

SHEET 1 OF 8

100%SUBMITTAL	PROJECT NO.50867-00		DATE:20180621
DRWN.BY: DC	DSGN.BY: DC	CHKD.BY: CL	SHEET NO.: 79



LEGEND

TREES REMOVAL

TREE PROTECTION

FLOW ARROW

100 YR FLOODPLAIN LIMIT

CREEK FLOW DIRECTION

REGISTERED LANDSCAPE ARCHITECT
WILLIAM A. CARLISLE
2908
STATE OF TEXAS
6-21-2018

SCALE: 1"= 50'

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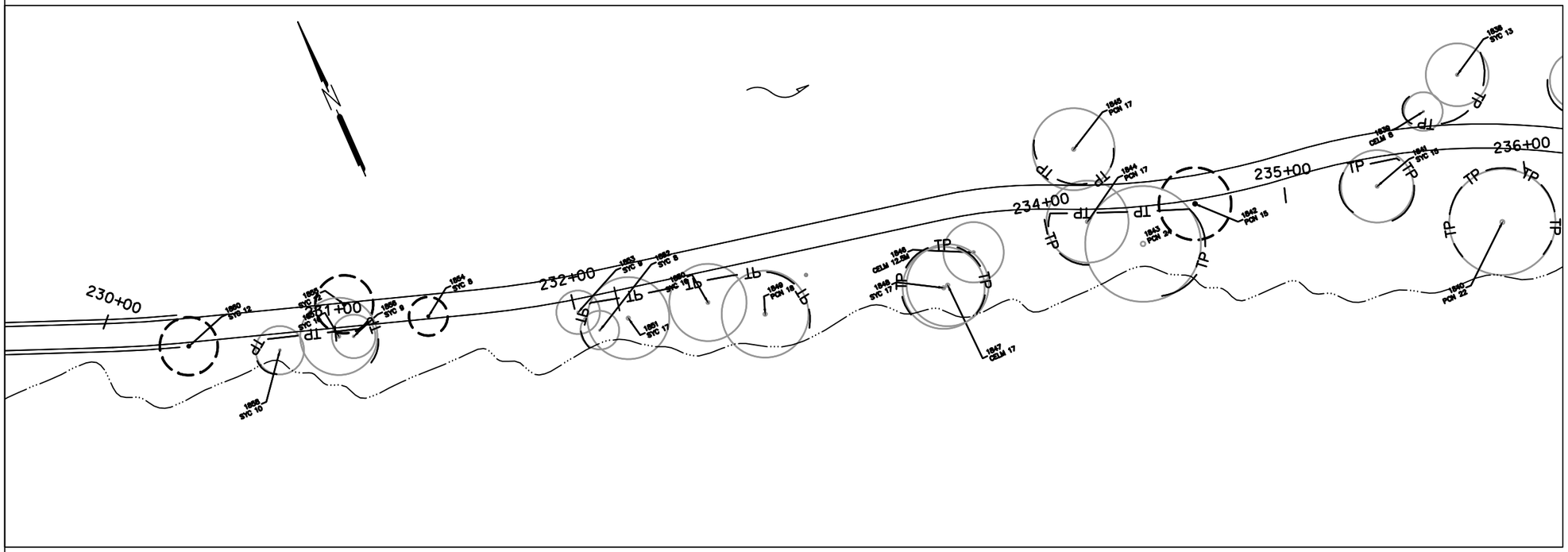
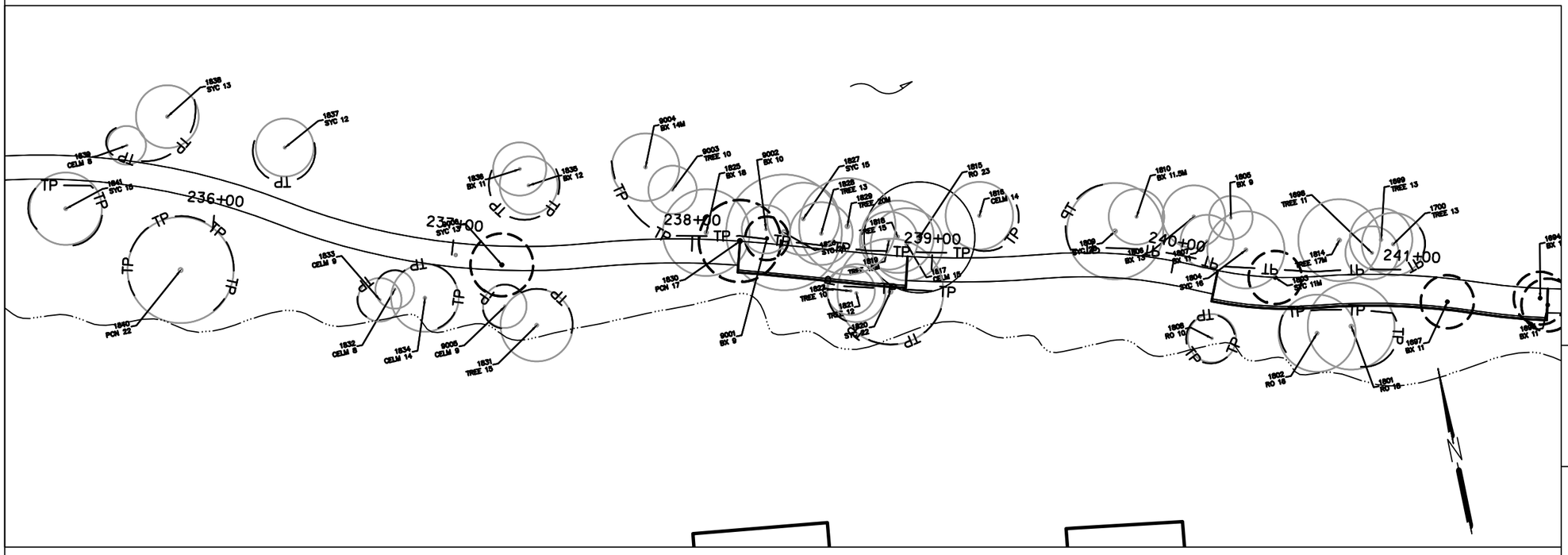
BRUSHY CREEK TRAIL
TREE PROTECTION AND REMOVAL PLAN

SHEET 2 OF 8

100%SUBMITTAL	PROJECT NO.50867-00		DATE:20180621
DRWN.BY: DC	DSGN.BY: DC	CHKD.BY: CL	SHEET NO.: 80





LEGEND

TREES REMOVAL

TREE PROTECTION

TP

FLOW ARROW

100 YR FLOODPLAIN LIMIT

CREEK FLOW DIRECTION

REGISTERED LANDSCAPE ARCHITECT
WILLIAM A. CARLYLE
2908
STATE OF TEXAS

G-21-20188888

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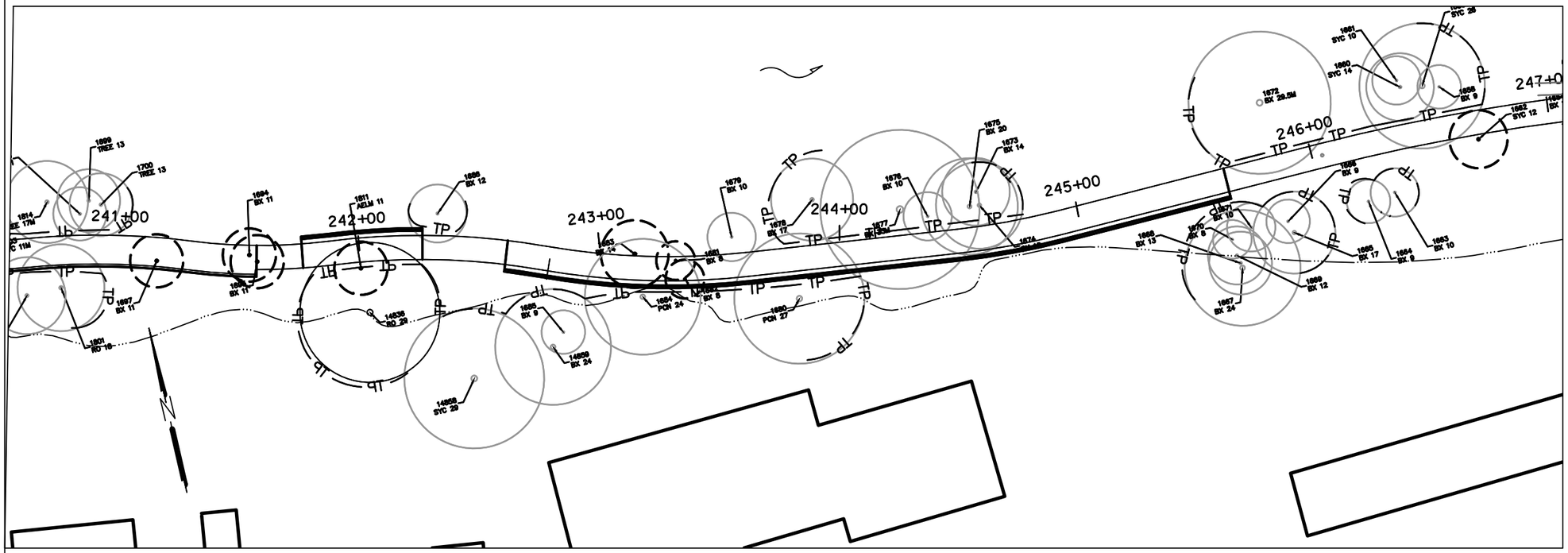
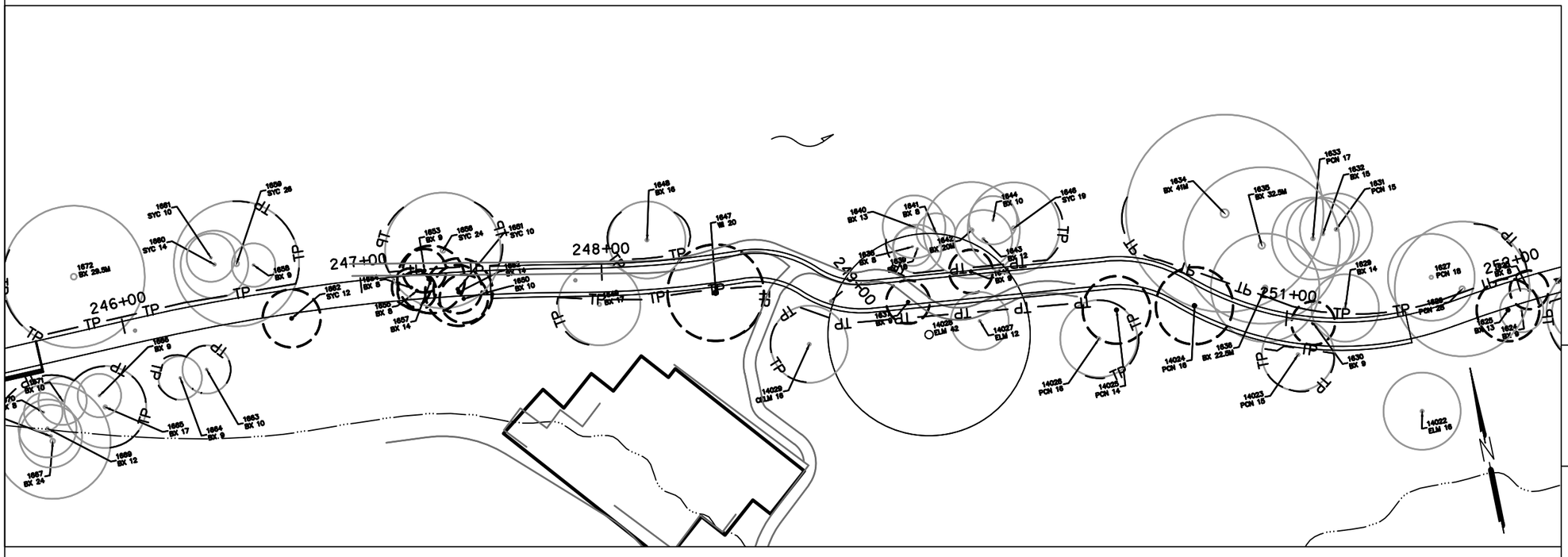
BRUSHY CREEK TRAIL
TREE PROTECTION AND REMOVAL PLAN

SHEET 3 OF 8

100%SUBMITTAL	PROJECT NO.50867-00		DATE:20180621
DRWN.BY: DC	DSGN.BY: DC	CHKD.BY: CL	SHEET NO.: 81





LEGEND

TREES REMOVAL

TREE PROTECTION

FLOW ARROW

100 YR FLOODPLAIN LIMIT

CREEK FLOW DIRECTION

REGISTERED LANDSCAPE ARCHITECT
WILLIAM A. CARLISLE
2908
STATE OF TEXAS
6-21-2018

SCALE: 1" = 50'

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BRUSHY CREEK TRAIL
TREE PROTECTION AND REMOVAL PLAN

SHEET 4 OF 8

100%SUBMITTAL	PROJECT NO.50867-00		DATE:20180621
DRWN.BY: DC	DSGN.BY: DC	CHKD.BY: CL	SHEET NO.: 82

TREE LIST (FOR REFERENCE ONLY, SEE SURVEY, VERIFY TREES FOR REMOVAL WITH OWNER REP. PRIOR TO CONSTRUCTION)

TREE REMOVAL	TREE PROTECTION		
1607	1601	1678	1843
1610	1604	1680	1844
1611	1602	1679	1845
1617	1606	1684	1848
1623	1609	1685	1847
1625	1613	14859	1849
1630	1614	14858	1850
14024	1605	14836	1851
14025	14021	1686	1852
1645	1608	1801	1853
1637	1612	1802	1857
1647	1615	1700	1858
1650	1622	1699	1863
1652	1619	1998	1867
1651	1626	1804	1864
1656	1629	1807	1870
1653	14023	1806	1871
1654	1636	1810	1872
1655	1635	1809	1873
1657	1634	1816	10598
1662	14026	1820	10597
1682	1646	1821	10601
1681	1642	1822	10603
1683	1639	1817	10602
1811	1640	1829	666
1694	14027	1827	665
1695	14029	1826	664
1697	1648	1825	663
1803	1649	9003	662
9001	1656	9004	661
1830	1658	1835	660
9006	1659	1836	659
1842	1672	1831	658
1854	1663	9005	656
1855	1664	1834	651
1860	1665	1833	652
1861	1667	1832	657
1862	1671	1837	653
1866	1674	1840	654
650	1675	1841	655
	1676	1839	649
	1677	1838	

TREE REMOVAL -40

TREE PROTECTION -126

LEGEND

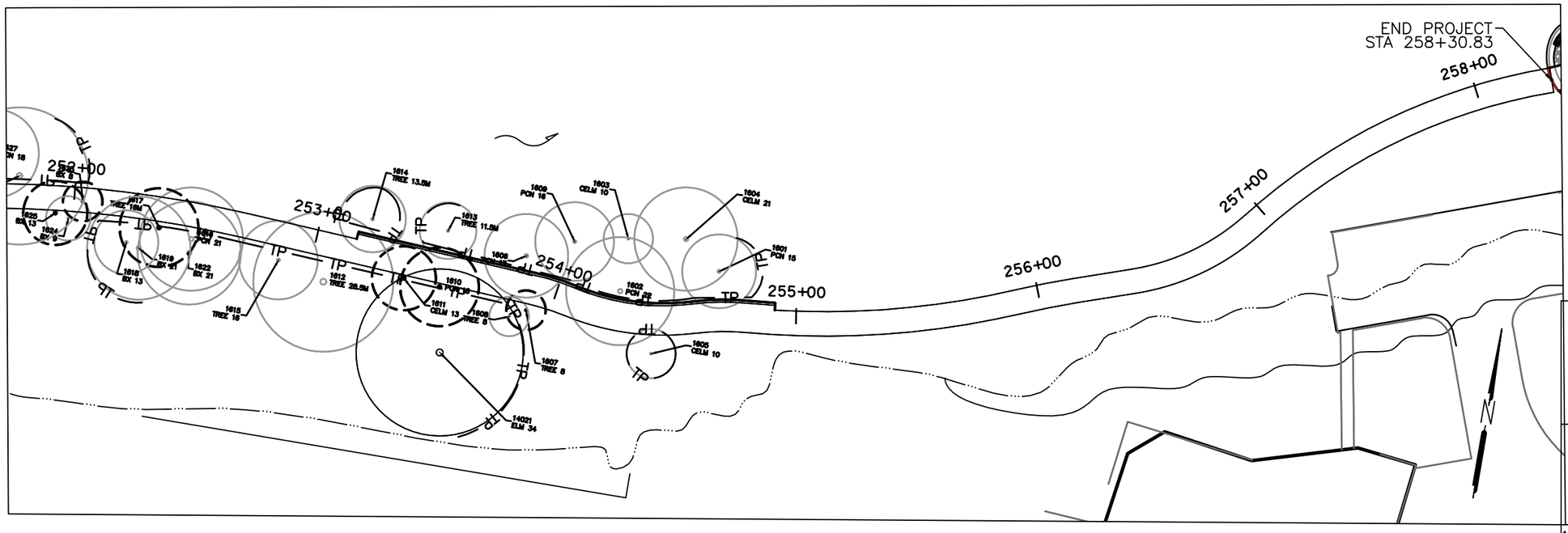
TREES REMOVAL

TREE PROTECTION

FLOW ARROW

100 YR FLOODPLAIN LIMIT

CREEK FLOW DIRECTION



SCALE: 1" = 50'

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RVi PROJECT NO :144226

BRUSHY CREEK TRAIL
TREE PROTECTION AND REMOVAL PLAN

SHEET 5 OF 8

100%SUBMITTAL	PROJECT NO.50867-00		DATE:20180621
DRWN.BY: DC	DSGN.BY: DC	CHKD.BY: CL	SHEET NO.: 83

1. ALL TREES NOT LOCATED WITHIN THE LIMITS OF CONSTRUCTION AND OUTSIDE OF DISTURBED AREAS SHALL BE PRESERVED. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL TREES TO BE PRESERVED FROM HIS ACTIVITIES.
2. ALL TREES SHOWN TO BE RETAINED WITHIN THE LIMITS OF CONSTRUCTION ON THE PLANS, SHALL BE PROTECTED DURING CONSTRUCTION WITH FENCING. SEE: TREE PROTECTION TREE WELLS (EC–02), TREE PROTECTION TREE LOCATION (EC–03) AND TREE PROTECTION FENCE–CHAIN LINK (EC–04).
3. TREE PROTECTION FENCES SHALL BE ERECTED ACCORDING TO CITY STANDARDS FOR TREE PROTECTION, INCLUDING TYPES OF FENCING AND SIGNAGE.
4. TREE PROTECTION FENCES SHALL BE INSTALLED PRIOR TO THE COMMENCEMENT OF ANY SITE PREPARATION WORK (CLEARING, GRUBBING, OR GRADING) AND SHALL BE MAINTAINED THROUGHOUT ALL PHASES OF THE CONSTRUCTION PROJECT.
5. EROSION AND SEDIMENTATION CONTROL BARRIERS SHALL BE INSTALLED OR MAINTAINED IN A MANNER WHICH DOES NOT RESULT IN SOIL BUILD–UP WITHIN TREE DRIPLINES.
6. FENCES SHALL COMPLETELY SURROUND THE TREE OR CLUSTERS OF TREES, LOCATED AT THE OUTERMOST LIMITS OF THE TREE BRANCHES (DRIPLINE) OR CRITICAL ROOT ZONE (CRZ), WHICHEVER IS GREATER; AND SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PROJECT IN ORDER TO PREVENT THE FOLLOWING:
   - 6A. SOIL COMPACTION IN CRZ AREA RESULTING FROM VEHICULAR TRAFFIC OR STORAGE OF EQUIPMENT OR MATERIAL.
   - 6B. CRZ DISTURBANCES DUE TO GRADE CHANGES OR TRENCHING NOT REVIEWED AND AUTHORIZED BY THE FORESTRY MANAGER.
   - 6C. WOUNDS TO EXPOSED ROOTS, TRUNK, OR LIMBS BY MECHANICAL EQUIPMENT
   - 6D. OTHER ACTIVITIES DETRIMENTAL TO TREES SUCH AS CHEMICAL STORAGE, CONCRETE TRUCK CLEANING, AND FIRES.
7. EXCEPTIONS TO INSTALLING TREE FENCES AT THE TREE DRIPLINES OR CRZ, WHICHEVER IS GREATER, MAY BE PERMITTED IN THE FOLLOWING CASES:
   - 7A. WHERE THERE IS TO BE AN APPROVED GRADE CHANGE, IMPERMEABLE PAVING SURFACE, OR TREE WELL;
   - 7B. WHERE PERMEABLE PAVING IS TO BE INSTALLED, ERECT THE FENCE AT THE OUTER LIMITS OF THE PERMEABLE PAVING AREA.
   - 7C. WHERE TREES ARE CLOSE TO PROPOSED BUILDINGS, ERECT THE FENCE NO CLOSER THAN 6 FEET TO THE BUILDING.
   - 7D. WHERE THERE ARE SEVERE SPACE CONSTRAINTS DUE TO TRACT SIZE, OR OTHER SPECIAL REQUIREMENTS, CONTACT THE FORESTRY MANAGER TO DISCUSS ALTERNATIVES.
8. WHERE ANY OF THE ABOVE EXCEPTIONS RESULT IN A FENCE THAT IS CLOSER THAN 5 FEET TO A TREE TRUNK, THE TRUNK SHALL BE PROTECTED BY STRAPPED–ON PLANKING TO A HEIGHT OF 8 FEET (OR TO THE LIMITS OF LOWER BRANCHING) IN ADDITION TO THE REDUCED FENCING PROVIDED.
9. WHERE ANY OF THE ABOVE EXCEPTIONS RESULT IN AREAS OF UNPROTECTED ROOT ZONES UNDER THE DRIPLINE OR CRZ, WHICHEVER IS GREATER, THOSE AREAS SHOULD BE COVERED WITH 4 INCHES OF ORGANIC MULCH TO MINIMIZE SOIL COMPACTION.
10. ALL GRADING WITHIN CRZ AREAS SHALL BE DONE BY HAND OR WITH SMALL EQUIPMENT TO MINIMIZE ROOT DAMAGE. PRIOR TO GRADING, RELOCATE PROTECTIVE FENCING TO 2 FEET BEHIND THE GRADE CHANGE AREA.
11. ANY ROOTS EXPOSED BY CONSTRUCTION ACTIVITY SHALL BE PRUNED FLUSH WITH THE SOIL AND BACKFILLED WITH GOOD QUALITY TOP SOIL WITHIN TWO DAYS. IF EXPOSED ROOT AREAS CANNOT BE BACKFILLED WITHIN 2 DAYS, AN ORGANIC MATERIAL WHICH REDUCES SOIL TEMPERATURE AND MINIMIZES WATER LOSS DUE TO EVAPORATION SHALL BE PLACED TO COVER THE ROOTS UNTIL BACKFILL CAN OCCUR.
12. PRIOR TO EXCAVATION OR GRADE CUTTING WITHIN TREE DRIPLINES, A CLEAN CUT SHALL BE MADE WITH A ROCK SAW OR SIMILAR EQUIPMENT, IN A LOCATION AND TO A DEPTH APPROVED BY THE FORESTRY MANAGER, TO MINIMIZE DAMAGE TO REMAINING ROOTS.
13. TREES MOST HEAVILY IMPACTED BY CONSTRUCTION ACTIVITIES WILL BE WATERED DEEPLY ONCE A WEEK DURING PERIODS OF HOT, DRY WEATHER. TREE CROWNS ARE TO BE SPRAYED WITH WATER PERIODICALLY TO REDUCE DUST ACCUMULATION ON LEAVES.
14. WHEN INSTALLING CONCRETE ADJACENT TO THE ROOT ZONE OF A TREE, A PLASTIC VAPOR BARRIER SHALL BE PLACED BEHIND THE CONCRETE TO PROHIBIT LEACHING OF LIME INTO THE CRZ.
15. ANY TRENCHING REQUIRED FOR THE INSTALLATION OF LANDSCAPE IRRIGATION SHALL BE PLACED AS FAR FROM EXISTING TREE TRUNKS AS POSSIBLE.
16. NO LANDSCAPE TOPSOIL DRESSING GREATER THAN FOUR (4) INCHES SHALL BE PERMITTED WITHIN THE DRIPLINE OR CRZ OF TREES, WHICHEVER IS GREATER. NO TOPSOIL IS PERMITTED ON ROOT FLARES OF ANY TREE.
17. PRUNING TO PROVIDE CLEARANCE FOR STRUCTURES, VEHICULAR TRAFFIC, AND CONSTRUCTION EQUIPMENT SHALL TAKE PLACE BEFORE CONSTRUCTION BEGINS. ALL PRUNING MUST BE DONE ACCORDING TO CITY STANDARDS AND AS OUTLINED IN LITERATURE PROVIDED BY THE INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA PRUNING TECHNIQUES).
18. ALL OAK TREE CUTS, INTENTIONAL OR UNINTENTIONAL, SHALL BE SEALED WITH AN APPROVED PRUNING SEALER IMMEDIATELY (WITHIN 10 MINUTES). TREE PAINT MUST BE KEPT ON SITE AT ALL TIMES.
19. THE FORESTRY MANAGER HAS THE AUTHORITY TO REQUIRE ADDITIONAL TREE PROTECTION BEFORE OR DURING CONSTRUCTION.
20. TREES APPROVED FOR REMOVAL SHALL BE REMOVED IN A MANNER WHICH DOES NOT IMPACT TREES TO BE PRESERVED. REFER TO THE CITY OF ROUND ROUND ROCK TREE TECHNICAL MANUAL FOR APPROPRIATE REMOVAL METHODS.
21. PRIOR TO CONSTRUCTION, ALL LOWER TREE LIMBS OVER ROADWAYS MUST BE PRUNED TO A HEIGHT OF 14 FEET USING THE TECHNIQUES DESCRIBED IN THE CITY OF ROUND ROCK TREE TECHNICAL MANUAL.
22. DEVIATIONS FROM THE ABOVE REQUIREMENTS AND NEGLIGENT DAMAGE TO TREES MAY BE CONSIDERED AS ORDINANCE VIOLATIONS.

FOR QUESTIONS CONCERNING THIS DETAIL, PLEASE CONTACT THE FORESTRY MANAGER.

RECORD SIGNED COPY ON FILE AT PUBLIC WORKS

APPROVED

03–25–11

DATE

THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR THE APPROPRIATE USE OF THIS DETAIL. (NOT TO SCALE)

CITY OF ROUND ROCK

TREE PROTECTION NOTES

DRAWING NO: EC–01

ROUND ROCK, TEXAS
PURPOSE. PASSION. PROSPERITY.

REGISTERED LANDSCAPE ARCHITECT
WILLIAM A. CARMAN
2908
STATE OF TEXAS

6-21-201

SCALE: 1"= 50'

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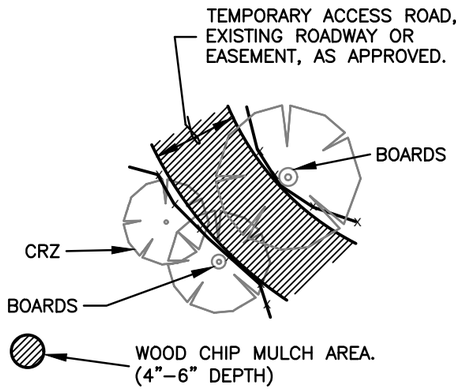
RVi PROJECT NO :144226

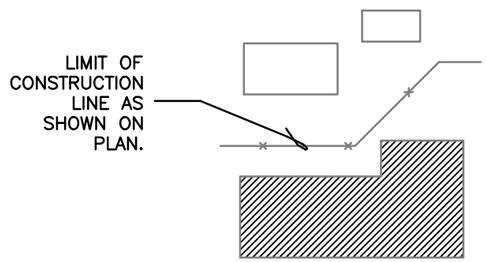
BRUSHY CREEK TRAIL
TREE PROTECTION AND REMOVAL PLAN

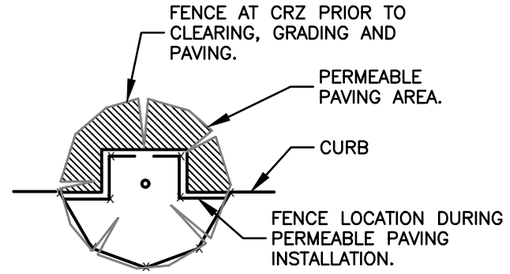
SHEET 6 OF 8

100%SUBMITTAL	PROJECT NO.50867–00		DATE:20180621
DRWN.BY: DC	DSGN.BY: DC	CHKD.BY: CL	SHEET NO.: 84

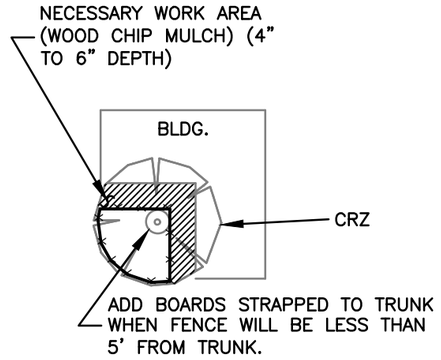


LINEAR CONSTRUCTION THROUGH TREES

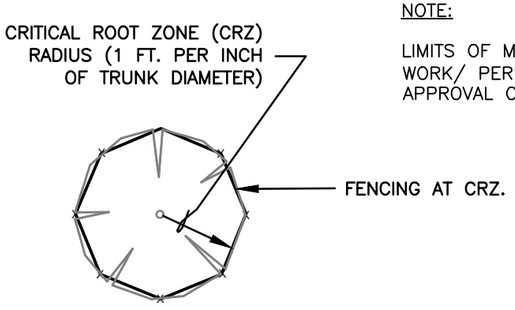




TREES IN PAVING AREA



NATURAL AREAS

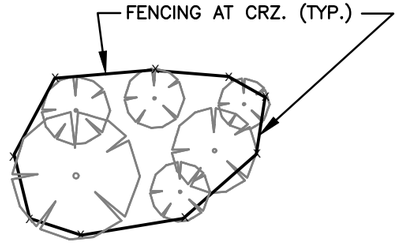


INDIVIDUAL TREE

TREES NEAR CONSTRUCTION ACTIVITY

NOTE:

LIMITS OF MULCH AREAS AND DISTANCE FROM TRUNKS TO WORK/ PERMEABLE PAVING AREAS SHALL BE SUBJECT TO THE APPROVAL OF THE FORESTRY MANAGER.



GROUP OF TREES

FOR QUESTIONS CONCERNING THIS DETAIL, PLEASE CONTACT THE FORESTRY MANAGER.

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03-25-11

DATE

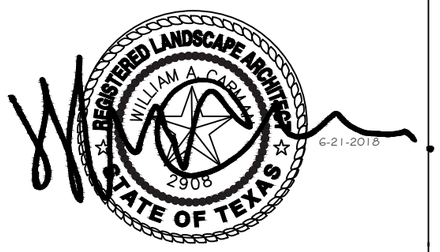
THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR THE APPROPRIATE USE OF THIS DETAIL. (NOT TO SCALE)

CITY OF ROUND ROCK

DRAWING NO: EC-03

TREE PROTECTION FENCE LOCATIONS

ROUND ROCK, TEXAS
PURPOSE. PASSION. PROSPERITY.



SCALE: 1"= 50'

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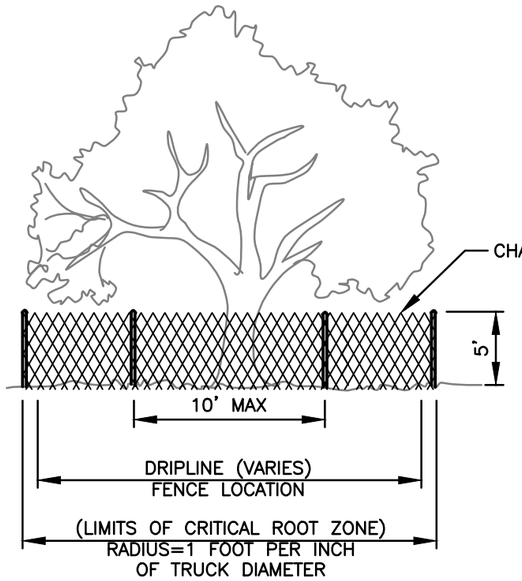
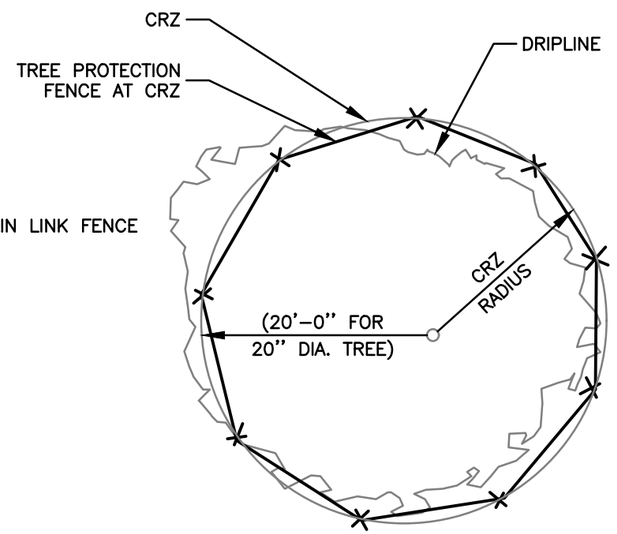
RVi PROJECT NO :144226

BRUSHY CREEK TRAIL
TREE PROTECTION AND REMOVAL PLAN

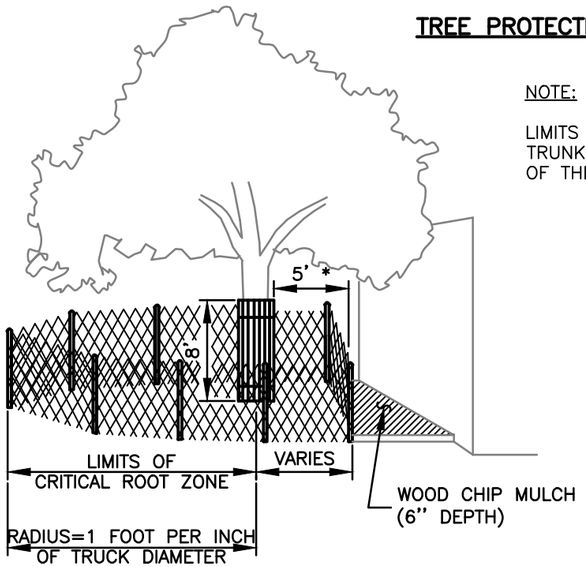
SHEET 7 OF 8

100%SUBMITTAL	PROJECT NO.50867-00		DATE:20180621
DRWN.BY: DC	DSGN.BY: DC	CHKD.BY: CL	SHEET NO.: 85





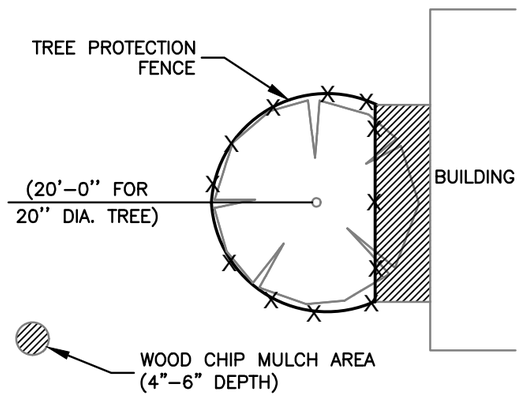
TREE PROTECTION FENCE – CHAIN LINK



*AS NEEDED TO PROVIDE NECESSARY WORK SPACE. IF LESS THAN 5', THEN ADD BOARDS STRAPPED TO TRUNK.

NOTE:

LIMITS OF WOOD CHIP MULCH AREA AND DISTANCE FROM TRUNK TO WORK AREA SHALL BE SUBJECT TO THE APPROVAL OF THE FORESTRY MANAGER.



TREE PROTECTION FENCE (MODIFIED) – CHAIN LINK

FOR QUESTIONS CONCERNING THIS DETAIL, PLEASE CONTACT THE FORESTRY MANAGER.

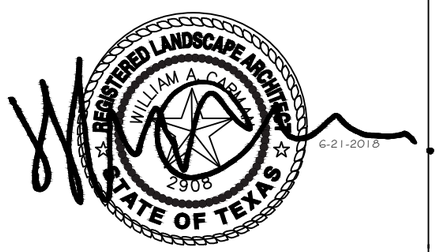
RECORD SIGNED COPY
ON FILE AT PUBLIC WORKS
APPROVED
03-25-11
DATE
THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR THE APPROPRIATE USE OF THIS DETAIL. (NOT TO SCALE)

CITY OF ROUND ROCK

TREE PROTECTION FENCE CHAIN LINK

DRAWING NO: EC–04

ROUND ROCK, TEXAS
PURPOSE. PASSION. PROSPERITY



SCALE: 1"= 50'

rvi planning + landscape architecture
712 Congress Avenue, Suite 300
Austin, Texas 78701
(512) 480-0032

RVi PROJECT NO :144226

BRUSHY CREEK TRAIL
TREE PROTECTION AND REMOVAL PLAN

SHEET 8 OF 8

100%SUBMITTAL	PROJECT NO.50867–00		DATE:20180621
DRWN.BY: DC	DSGN.BY: DC	CHKD.BY: CL	SHEET NO.: 86

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE: 8/8/2018
FILE: H:\projects\508\67\00\design\Civil\Standards\SW3P\epic.dgn

I. STORMWATER POLLUTION PREVENTION-CLEAN WATER ACT SECTION 402

TPDES TXR 150000: Stormwater Discharge Permit or Construction General Permit required for projects with 1 or more acres disturbed soil. Projects with any disturbed soil must protect for erosion and sedimentation in accordance with Item 506.

List MS4 Operator(s) that may receive discharges from this project. They may need to be notified prior to construction activities.

1.

2.

☐ No Action Required ☒ Required Action

Action No.

1. Prevent stormwater pollution by controlling erosion and sedimentation in accordance with TPDES Permit TXR 150000
2. Comply with the SW3P and revise when necessary to control pollution or required by the Engineer.
3. Post Construction Site Notice (CSN) with SW3P information on or near the site, accessible to the public and TCEQ, EPA or other inspectors.
4. When Contractor project specific locations (PSL's) increase disturbed soil area to 5 acres or more, submit NOI to TCEQ and the Engineer.

II. WORK IN OR NEAR STREAMS, WATERBODIES AND WETLANDS CLEAN WATER ACT SECTIONS 401 AND 404

USACE Permit required for filling, dredging, excavating or other work in any water bodies, rivers, creeks, streams, wetlands or wet areas.

The Contractor must adhere to all of the terms and conditions associated with the following permit(s):

☒ No Permit Required

☐ Nationwide Permit 14 - PCN not Required (less than 1/10th acre waters or wetlands affected)

☐ Nationwide Permit 14 - PCN Required (1/10 to <1/2 acre, 1/3 in tidal waters)

☐ Individual 404 Permit Required

☐ Other Nationwide Permit Required: NWP# _____

Required Actions: List waters of the US permit applies to, location in project and check Best Management Practices planned to control erosion, sedimentation and post-project TSS.

1.

2.

3.

4.

The elevation of the ordinary high water marks of any areas requiring work to be performed in the waters of the US requiring the use of a nationwide permit can be found on the Bridge Layouts.

Best Management Practices:

Erosion	Sedimentation	Post-Construction TSS
☐ Temporary Vegetation	☒ Silt Fence	☒ Vegetative Filter Strips
☒ Blankets/Matting	☒ Rock Berm	☐ Retention/Irrigation Systems
☐ Mulch	☐ Triangular Filter Dike	☐ Extended Detention Basin
☐ Sodding	☐ Sand Bag Berm	☐ Constructed Wetlands
☐ Interceptor Swale	☐ Straw Bale Dike	☐ Wet Basin
☐ Diversion Dike	☐ Brush Berms	☐ Erosion Control Compost
☐ Erosion Control Compost	☐ Erosion Control Compost	☐ Mulch Filter Berm and Socks
☐ Mulch Filter Berm and Socks	☐ Mulch Filter Berm and Socks	☐ Compost Filter Berm and Socks
☐ Compost Filter Berm and Socks	☐ Compost Filter Berm and Socks	☐ Vegetation Lined Ditches
	☐ Stone Outlet Sediment Traps	☐ Sand Filter Systems
	☐ Sediment Basins	☐ Grassy Swales

III. CULTURAL RESOURCES

Refer to TxDOT Standard Specifications in the event historical issues or archeological artifacts are found during construction. Upon discovery of archeological artifacts (bones, burnt rock, flint, pottery, etc.) cease work in the immediate area and contact the Engineer immediately.

☒ No Action Required ☐ Required Action

Action No.

1.

2.

3.

4.

IV. VEGETATION RESOURCES

Preserve native vegetation to the extent practical.
Contractor must adhere to Construction Specification Requirements Specs 162, 164, 192, 193, 506, 730, 751, 752 in order to comply with requirements for invasive species, beneficial landscaping, and tree/brush removal commitments.

☒ No Action Required ☐ Required Action

Action No.

1.

2.

3.

4.

V. FEDERAL LISTED, PROPOSED THREATENED, ENDANGERED SPECIES, CRITICAL HABITAT, STATE LISTED SPECIES, CANDIDATE SPECIES AND MIGRATORY BIRDS.

☐ No Action Required ☒ Required Action

Action No.

1. The contractor's attention is directed to the fact that there is the possibility that migratory birds may be nesting in any woody vegetation or existing structures within the project limits. The contractor shall remove all woody vegetation, and old migratory bird nests from any structures, between September 16 and February 28 while any nests are not occupied by a bird. In addition, the contractor must be prepared to prevent migratory birds from re-nesting on any structures between March 1 and September 15. All methods must be approved by a qualified professional well in advance of planned use.
2. Implement Reptile, Freshwater Mussel and Water best management practices (BMP) during construction.
3. The contractor will be responsible for implementing the VCMs listed on the attached USFWS concurrence letter.

If any of the listed species are observed, cease work in the immediate area, do not disturb species or habitat and contact the Engineer immediately. The work may not remove active nests from bridges and other structures during nesting season of the birds associated with the nests. If caves or sinkholes are discovered, cease work in the immediate area, and contact the Engineer immediately.

LIST OF ABBREVIATIONS

BMP:	Best Management Practice	SPCC:	Spill Prevention Control and Countermeasure
CGP:	Construction General Permit	SW3P:	Storm Water Pollution Prevention Plan
DSHS:	Texas Department of State Health Services	PCN:	Pre-Construction Notification
FHWA:	Federal Highway Administration	PSL:	Project Specific Location
MOA:	Memorandum of Agreement	TCEQ:	Texas Commission on Environmental Quality
MOU:	Memorandum of Understanding	TPDES:	Texas Pollutant Discharge Elimination System
MS4:	Municipal Separate Stormwater Sewer System	TPWD:	Texas Parks and Wildlife Department
MBTA:	Migratory Bird Treaty Act	TxDOT:	Texas Department of Transportation
NOT:	Notice of Termination	T&E:	Threatened and Endangered Species
NWP:	Nationwide Permit	USACE:	U.S. Army Corps of Engineers
NOI:	Notice of Intent	USFWS:	U.S. Fish and Wildlife Service

VI. HAZARDOUS MATERIALS OR CONTAMINATION ISSUES

General (applies to all projects):

Comply with the Hazard Communication Act (the Act) for personnel who will be working with hazardous materials by conducting safety meetings prior to beginning construction and making workers aware of potential hazards in the workplace. Ensure that all workers are provided with personal protective equipment appropriate for any hazardous materials used.

Obtain and keep on-site Material Safety Data Sheets (MSDS) for all hazardous products used on the project, which may include, but are not limited to the following categories: Paints, acids, solvents, asphalt products, chemical additives, fuels and concrete curing compounds or additives. Provide protected storage, off bare ground and covered, for products which may be hazardous. Maintain product labelling as required by the Act.

Maintain an adequate supply of on-site spill response materials, as indicated in the MSDS. In the event of a spill, take actions to mitigate the spill as indicated in the MSDS, in accordance with safe work practices, and contact the District Spill Coordinator immediately. The Contractor shall be responsible for the proper containment and cleanup of all product spills.

Contact the Engineer if any of the following are detected:

* Dead or distressed vegetation (not identified as normal)
* Trash piles, drums, canister, barrels, etc.
* Undesirable smells or odors
* Evidence of leaching or seepage of substances

Does the project involve any bridge class structure rehabilitation or replacements (bridge class structures not including box culverts)?

☐ Yes ☒ No

If "No", then no further action is required.
If "Yes", then TxDOT is responsible for completing asbestos assessment/inspection.

Are the results of the asbestos inspection positive (is asbestos present)?

☐ Yes ☒ No

If "Yes", then TxDOT must retain a DSHS licensed asbestos consultant to assist with the notification, develop abatement/mitigation procedures, and perform management activities as necessary. The notification form to DSHS must be postmarked at least 15 working days prior to scheduled demolition.

If "No", then TxDOT is still required to notify DSHS 15 working days prior to any scheduled demolition.

In either case, the Contractor is responsible for providing the date(s) for abatement activities and/or demolition with careful coordination between the Engineer and asbestos consultant in order to minimize construction delays and subsequent claims.

Any other evidence indicating possible hazardous materials or contamination discovered on site. Hazardous Materials or Contamination Issues Specific to this Project:

☒ No Action Required ☐ Required Action

Action No.

1.

2.

3.

VII. OTHER ENVIRONMENTAL ISSUES

(includes regional issues such as Edwards Aquifer District, etc.)

☐ No Action Required ☒ Required Action

Action No.

1. The project is located within the Edwards Aquifer Recharge Zone; therefore prior to initiation of construction, a Water Pollution Abatement Plan (WPAP) must be approved by Texas Commission on Environmental Quality (TCEQ). Maintain application and TCEQ approval letter on site. Comply with conditions in approval letter.
2. SEE ITEM 7 IN GENERAL NOTES
3.

Texas Department of Transportation

Design Division Standard

ENVIRONMENTAL PERMITS, ISSUES AND COMMITMENTS

EPIC

FILE: epic.dgn	DN: TxDOT	CK: RG	DW: VP	CK: AR	
©TxDOT: February 2015	CONT	SECT	JOB	HIGHWAY	
REVISIONS 12-12-2011 (DS) 05-07-14 ADDED NOTE SECTION IV. 01-23-2015 SECTION I (CHANGED ITEM 1122 TO ITEM 506, ADDED GRASSY SWALES.	0914	05	191	NA	
	DIST	COUNTY		SHEET NO.	
	AUS	WILLIAMSON		87	

Note To Designer:
1. Do not alter Sheet Design or Font style,size or weight - match text attributes.
2. If additional space is needed for a numbered section,fence and adjust sections up or down as needed for proportioning and readability but do not relocate from it's relative position.

A. GENERAL SITE DATA

1. PROJECT LIMITS: *LIMITS:FROM HERITAGE TRAIL AT CREEKSIDE PLAZA TO 1.1 MI.NW ALONG BRUSHY CREEK TXDOT CSJ:0914-05-191*

2. PROJECT SITE MAPS:
   - * *Project Latitude 30°30'44.4"N Project Longitude 97°41'29.5"W*
   - * *Project Location Map: Shown on Title Sheet*
   - * *Drainage Patterns: Shown on Drainage Area Maps 68*
   - * *Approx.Slopes Anticipated After Major Gradings and Areas of Soil Disturbance: Shown on Typical Sections 18*
   - * *Major Controls and Locations of Stabilization Practices: Shown on SW3P Sheets 89 - 93*
   - * *Project Specific Locations: Off-site waste,borrow,or storage areas are not part of this SW3P.*
   - * *Surface Waters and Discharge Locations: Shown on Drainage and Culvert Layout Sheets 68*

3. PROJECT DESCRIPTION: *CONSTRUCT 10' SHARED USE PATH WITH PEDESTRIAN BRIDGE*

   * *Joint-bid utilities are covered by this SW3P*
   Non-Joint Bid Utilities are not part of this SW3P.

4. FOR MAJOR SOIL DISTURBING ACTIVITIES SEQUENCE OF EVENTS:

   1. Install controls down-slope of work area and initiate inspection and maintenance activities.

   2. Begin phased construction with interim stabilization practices. Adjust erosion and sedimentation controls during construction to meet requirements and changing conditions and as directed/approved by the Engineer.

   3. Major soil disturbing activities may include but are not limited to: right-of-way preparation,cut and/or fill to improve roadway profile,final grading and placement of topsoil and the following (If marked):

   ____ *Placement of road base*
   ____ *Extensive ditch grading*
   ____ *Upgrading or replacing culverts or bridges*
   ____ *Temporary detour road(s)*
   _X_ *Other: CONSTRUCTION OF SIDEWALK,DRILL SHAFTS,AND BRIDGE ABUTMENTS*

5. EXISTING AND PROPOSED CONDITIONS:

   Description of existing vegetative cover: Ash,Juniper,Live Oak Floodplain Hardwood Forest
   Percentage of existing vegetative cover: 32%
   Existing vegetative cover:(mark one)
   ____ *Thick or uniformly established*
   _X_ *Thin and Patchy*
   ____ *None or minimal cover*
   Description of soils: Oakalla,Eckrant,and Edwards limestone
   Site Acreage: 3.32 Acreage disturbed: 1.14
   Site runoff coefficient (pre-construction): .64 Site runoff coefficient (post-construction): .64

6. RECEIVING WATERS: *(Mark all that apply)*

   ____ *A classified stream does not pass through project.*
   _X_ *A classified stream passes through project.Name BRUSHY CREEK Segment Number 1114428*
   Name of receiving waters that will receive discharges from disturbed areas of the project: BRUSHY CREEK

   Site is in a Municipal Separate Storm Sewer System (MS4).
   MS4 Operator (name): _____

B. BEST MANAGEMENT PRACTICES

General timing or sequence for implementation of BMPs shall be as required and/or as directed/approved by the Engineer to provide adequate controls. BMPs shown on plan sheets are to be considered "proposed" unless/until install date is shown.BMPs are to reduce sediments from road construction activities.

1. SOIL STABILIZATION PRACTICES: (Select T = Temporary or P = Permanent, as applicable)

P	SEEDING	T&P	PRESERVATION OF NATURAL RESOURCES
____	MULCHING (Hay or Straw)	____	FLEXIBLE CHANNEL LINER
____	BUFFER ZONES	P	RIGID CHANNEL LINER
____	PLANTING	P	SOIL RETENTION BLANKET
____	COMPOST/MULCH FILTER BERM	P	COMPOST MANUFACTURED TOPSOIL
____	SODDING	____	OTHER: (Specify Practice)

2. STRUCTURAL PRACTICES: (Select T = Temporary or P = Permanent, as applicable)

T	SILT FENCES
____	HAY BALES
T	ROCK FILTER DAMS
____	DIVERSION, INTERCEPTOR, OR PERIMETER DIKES
____	DIVERSION, INTERCEPTOR, OR PERIMETER SWALES
____	DIVERSION DIKE AND SWALE COMBINATIONS
____	PIPE SLOPE DRAINS
____	PAVED FLUMES
T	ROCK BEDDING AT CONSTRUCTION EXIT
____	TIMBER MATTING AT CONSTRUCTION EXIT
P	CHANNEL LINERS
____	SEDIMENT TRAPS
____	SEDIMENT BASINS
____	STORM INLET SEDIMENT TRAP
____	STONE OUTLET STRUCTURES
____	CURBS AND GUTTERS
____	STORM SEWERS
____	VELOCITY CONTROL DEVICES
____	OTHER: *(Specify Practice)*

STORM WATER MANAGEMENT:

3. *The proposed facility was designed in consideration of hydraulic design standards to convey stormwater in a manner that is protective of public safety and property. The control of erosion from the facility is inherent to the design. Additional factors affecting post-construction stormwater at the project location include:(mark all that apply)*

   _X_ *Existing or new vegetation provides natural filtration.*
   ____ *The design includes provisions for permanent erosion controls provided by strategically placed pervious and impervious surfaces.*
   ____ *Project includes permanent sedimentation controls (other than grass).*
   _X_ *Velocities do not require dissipation devices.*
   ____ *Velocity-dissipation devices included in the design.*
   ____ *Other : _____*
   _____

NON-STORM WATER DISCHARGES:

4. *Off-site discharges are prohibited except as follows:*
   1. Discharges from fire fighting activities and/or fire hydrant flushings.
   2. Vehicle,external building,and pavement wash water where detergents and soaps are not used and where spills or leaks of toxic or hazardous materials have not occurred (unless all spilled material has been removed).
   3. Plain water used to control dust.
   4. Plain water originating from potable water sources.
   5. Uncontaminated groundwater,spring water or accumulated stormwater.
   6. Foundation or footing drains where flows are not contaminated with process materials such as solvents.
   7. Other: _____

Concrete truck wash water discharges on the site should be prohibited or minimized. If allowed by the Engineer,they must be managed in a manner so as not to contaminate surface water. They must not be located in areas of concentrated flow. Concrete truck wash-out locations must be shown on the SW3P Layout and included in the inspections.

Hazardous material spill/leak shall be prevented or minimized. At a minimum,this includes asphalt products,fuels,oils,lubricants,solvents,paints,acids,concrete curing compounds and chemical additives for soil stabilization. BMPs shall be implemented to the storage areas of these products. All spills must be cleaned and disposed properly and reported to the Engineer. Report any release at or above the reportable quantity during a 24 hour period to the National Response Center at 1-800-424-8802.

C. OTHER REQUIREMENTS & PRACTICES

1. MAINTENANCE:
   All erosion and sediment controls shall be maintained in good working order. If a repair is necessary,it shall be performed before the next anticipated storm event but no later than 7 calendar days after the surrounding exposed ground has dried sufficiently to prevent further damage from equipment. If maintenance prior to the next anticipated storm event is impracticable, maintenance must be scheduled and accomplished as soon as practicable. Disturbed areas on which construction activities have ceased,temporarily or permanently,shall be stabilized within 14 calendar days unless they are scheduled to and do resume within 21 calendar days. The areas adjacent to creeks and drainageways shall have priority followed by protecting storm sewer inlets.

2. INSPECTION:
   For areas of the construction site that have not been finally stabilized,areas used for storage of materials,structural control measures,and locations where vehicles enter or exit the site, personnel provided by the permittee and familiar with the SW3P must inspect disturbed areas at least once every fourteen (14) calendar days and within twenty four (24) hours of the end of a storm of 0.5 inches or greater. As an alternative to the above-described inspection schedule of once every fourteen (14) calendar days and within twenty four (24) hours of a storm of 0.5 inches or greater,the SW3P may be developed to require that these inspections will occur at least once every seven (7) calendar days. If this alternative schedule is developed,the inspection must occur on a specifically defined day,regardless of whether or not there has been rainfall since the previous inspectionAn inspection and Maintenance Report shall be prepared for each inspection and the controls shall be revised on the SW3P within seven (7) calendar days following the inspection.

3. WASTE MATERIALS:
   All non-hazardous municipal waste materials such as litter,rubbish,trash and garbage located on or originating from the project shall be collected and stored in a securely lidded metal dumpster, provided by the Contractor.The dumpster shall be emptied as necessary or as required by local regulation and the trash shall be hauled to a permitted disposal facility. The burying of non-hazardous municipal waste on the project shall not be permitted. Construction material waste sites,stockpiles and haul roads shall be constructed to minimize and control the amount of sediment that may enter receiving waters. Construction material waste sites shall not be located in any wetland,water body or stream bed. Construction staging areas and vehicle maintenance areas shall be constructed in a manner to minimize the runoff of pollutants.

4. OFFSITE VEHICLE TRACKING:
   Off-site vehicle tracking of sediments and the generation of dust must be minimized. Excess sediments on road shall be removed on a regular basis as directed/approved by the Engineer.

5. OTHER:
   See the EPIC sheet for additional environmental information.

PAPE-DAWSON ENGINEERS
AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS
7800 SHOAL CREEK BLVD, STE 220 W I AUSTIN, TX 78757 I 512.454.8711
TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

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DESIGN

STATE OF TEXAS — HEATHER McNEAL — 114428 — LICENSED PROFESSIONAL ENGINEER

HEATHER McNEAL, P.E. — 7/31/2018 DATE

REVIEW AND APPROVAL

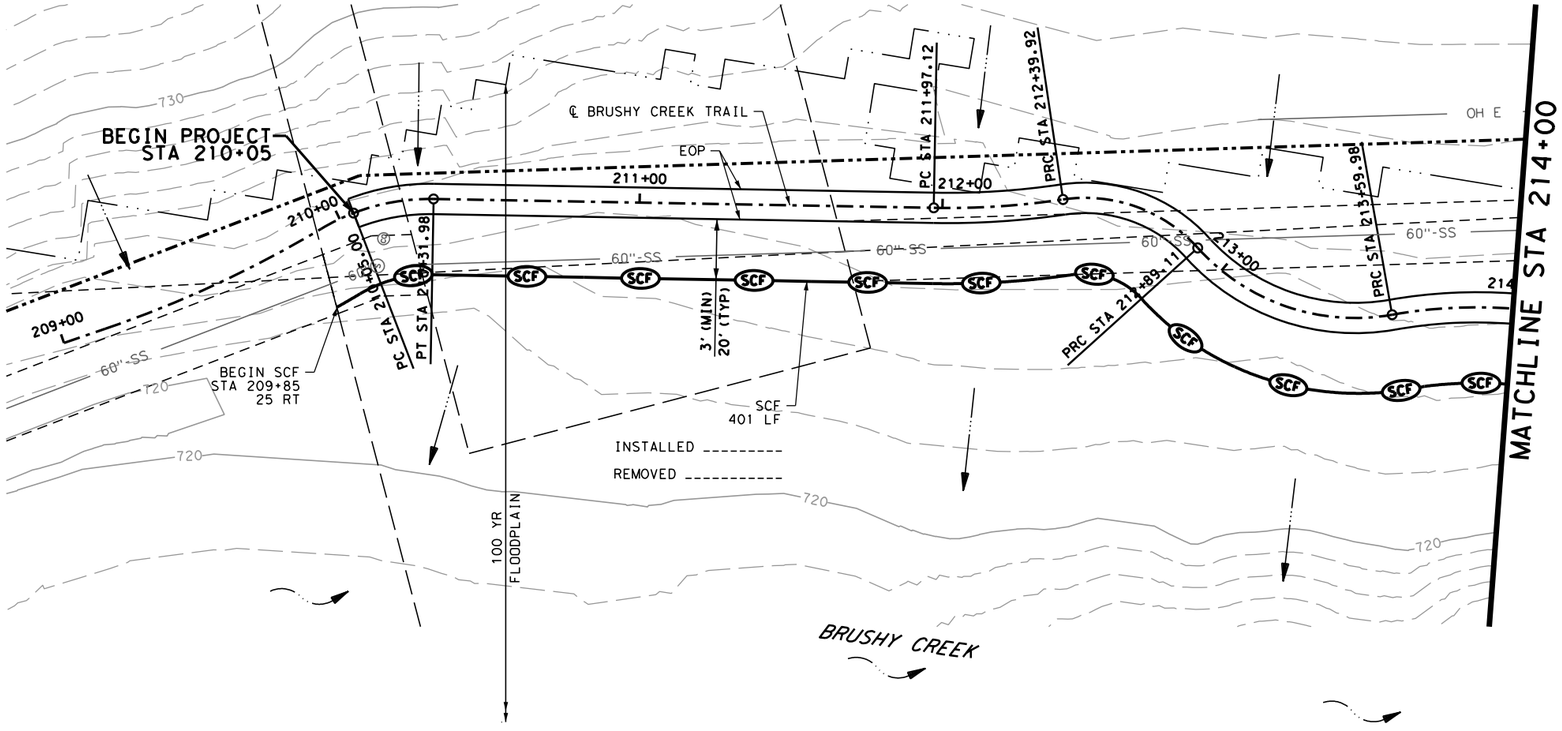
STATE OF TEXAS — JAMES A. LUTZ — 84722 — LICENSED PROFESSIONAL ENGINEER

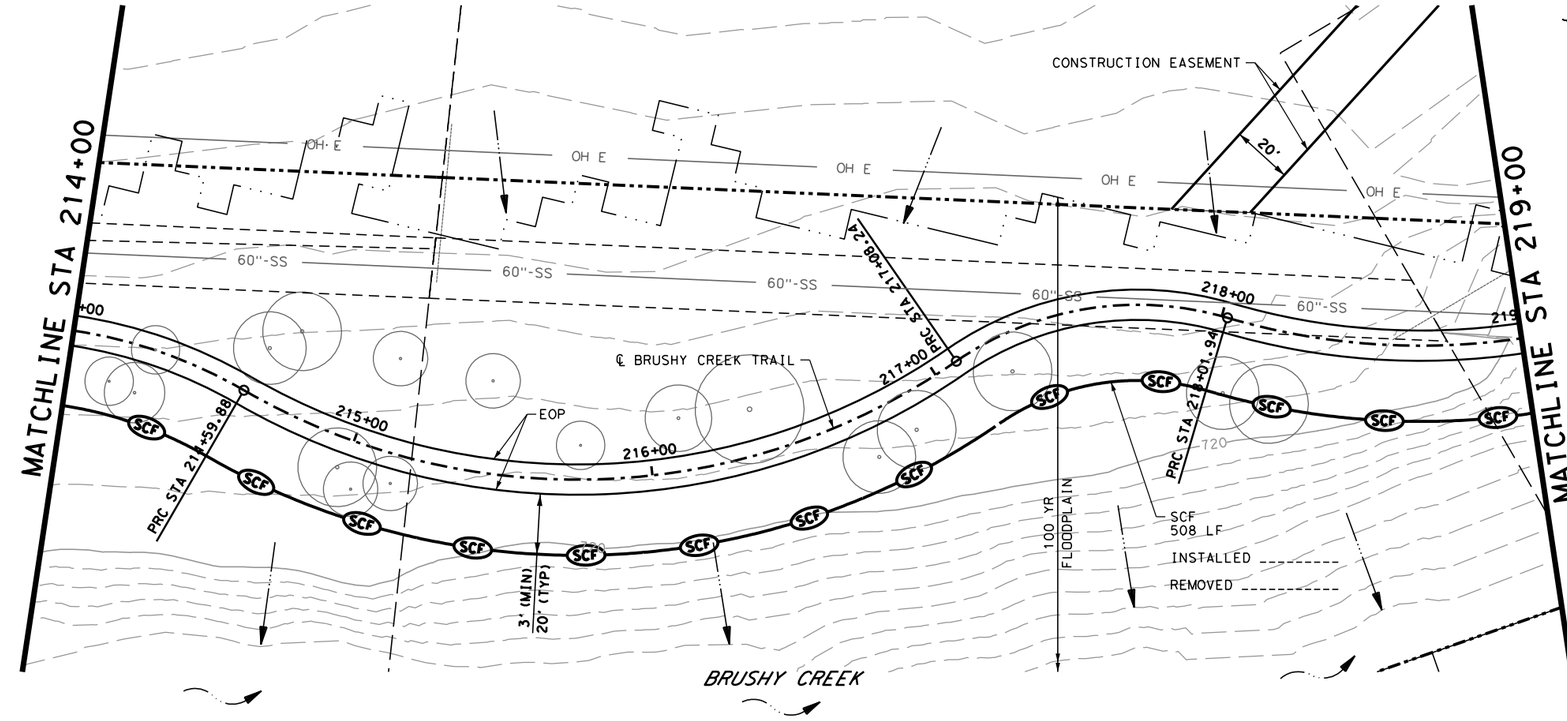
JAMES A. LUTZ, P.E. — 7/31/2018 DATE

STORM WATER POLLUTION PREVENTION PLAN (SW3P)

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
6			BRUSHY CREEK
STATE	DISTRICT	COUNTY	
TEXAS	SAT	WILLIAMSON	
CONTROL	SECTION	JOB	SHEET NO.
0914	05	191	88

ITEM	DESCRIPTION	UNIT	QTY
0506-6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	112
0506-6024	CONSTRUCTION EXITS (REMOVE)	SY	112
0506-6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	909
0506-6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	909





SW3P LEGEND

- SCF — SEDIMENT CONTROL FENCE
- RFD3 — ROCK FILTER DAM (TY 3)
- FLOW ARROW
- LIMITS OF CONSTRUCTION
- PROPERTY LINE
- EASEMENT LINE
- 100 YR FLOODPLAIN LIMIT
- CREEK FLOW DIRECTION
- TREE

SW3P NOTES

1. REFER TO TXDOT SW3P STANDARD SHEETS FOR DETAILS.
2. INSTALLED MEASURES SHALL REMAIN IN PLACE AND BE INSPECTED WEEKLY. ALL ITEMS SHALL BE MAINTAINED AND REPAIRED THROUGHOUT DURATION OF USE.
3. SW3P MEASURES SHOWN ARE MINIMUM REQUIREMENTS BASED UPON PROJECT DESIGN. INSTALLATION OF SW3P MEASURES WILL BE SHOWN AND MODIFIED TO ACCOMMODATE ACTUAL FIELD CONDITIONS.
4. TEMPORARY SEDIMENT CONTROL FENCE SHOULD BE TYPICALLY PLACED AT 20' FROM EDGE OF TRAIL PAVEMENT WHEREVER POSSIBLE. THERE IS A MINIMUM OFFSET OF 3' FOR CONSTRUCTION. TEMPORARY SEDIMENT CONTROL FENCE IS PURPOSELY SHOWN OFF-SET FROM SAID LINES FOR VISUAL CLARITY.

DESIGN

STATE OF TEXAS — HEATHER McNEAL — 114428 — LICENSED PROFESSIONAL ENGINEER

HEATHER McNEAL, P.E. — 8/3/2018 DATE

REVIEW AND APPROVAL

STATE OF TEXAS — JAMES A. LUTZ — 84722 — LICENSED PROFESSIONAL ENGINEER

JAMES A. LUTZ, P.E. — 8/3/2018 DATE

SCALE: 1"= 50'

PAPE-DAWSON ENGINEERS

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
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TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

BRUSHY CREEK TRAIL
SW3P
(STA 210+05 TO STA 219+00)

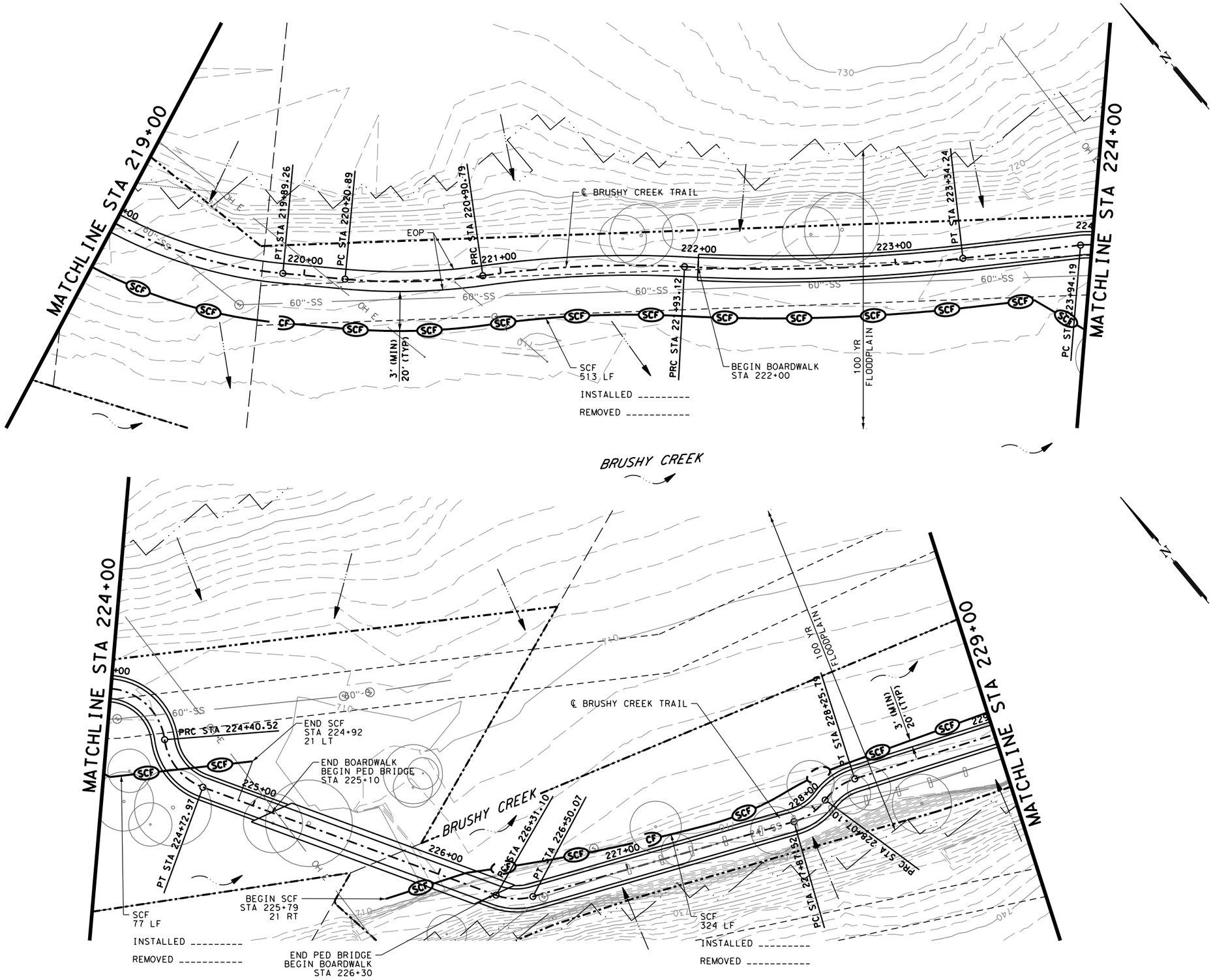
SHEET 1 OF 5

100%SUBMITTAL	PROJECT NO.: STP 1802(205)TP		DATE: 8/3/2018
DRWN.BY: EG	DSGN.BY: EG	CHKD.BY: HM	SHEET NO.: 89

Plotted on: 8/3/2018

Design Filename: H:\projects\508\67\00\design\Civil\SW3P\5086700sw3b02.dgn

ITEM	DESCRIPTION	UNIT	QTY
0506-6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	914
0506-6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	914



SW3P LEGEND

- SCF — SEDIMENT CONTROL FENCE
- RFD3 — ROCK FILTER DAM (TY 3)
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DESIGN

STATE OF TEXAS — HEATHER McNEAL — 114428 — LICENSED PROFESSIONAL ENGINEER

HEATHER McNEAL, P.E. — 8/3/2018 DATE

REVIEW AND APPROVAL

STATE OF TEXAS — JAMES A. LUTZ — 84722 — LICENSED PROFESSIONAL ENGINEER

JAMES A. LUTZ, P.E. — 8/3/2018 DATE

SCALE: 1"= 50'

PAPE-DAWSON ENGINEERS

AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS

7800 SHOAL CREEK BLVD, STE 220 W I AUSTIN, TX 78757 I 512.454.8711

TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

BRUSHY CREEK TRAIL

SW3P

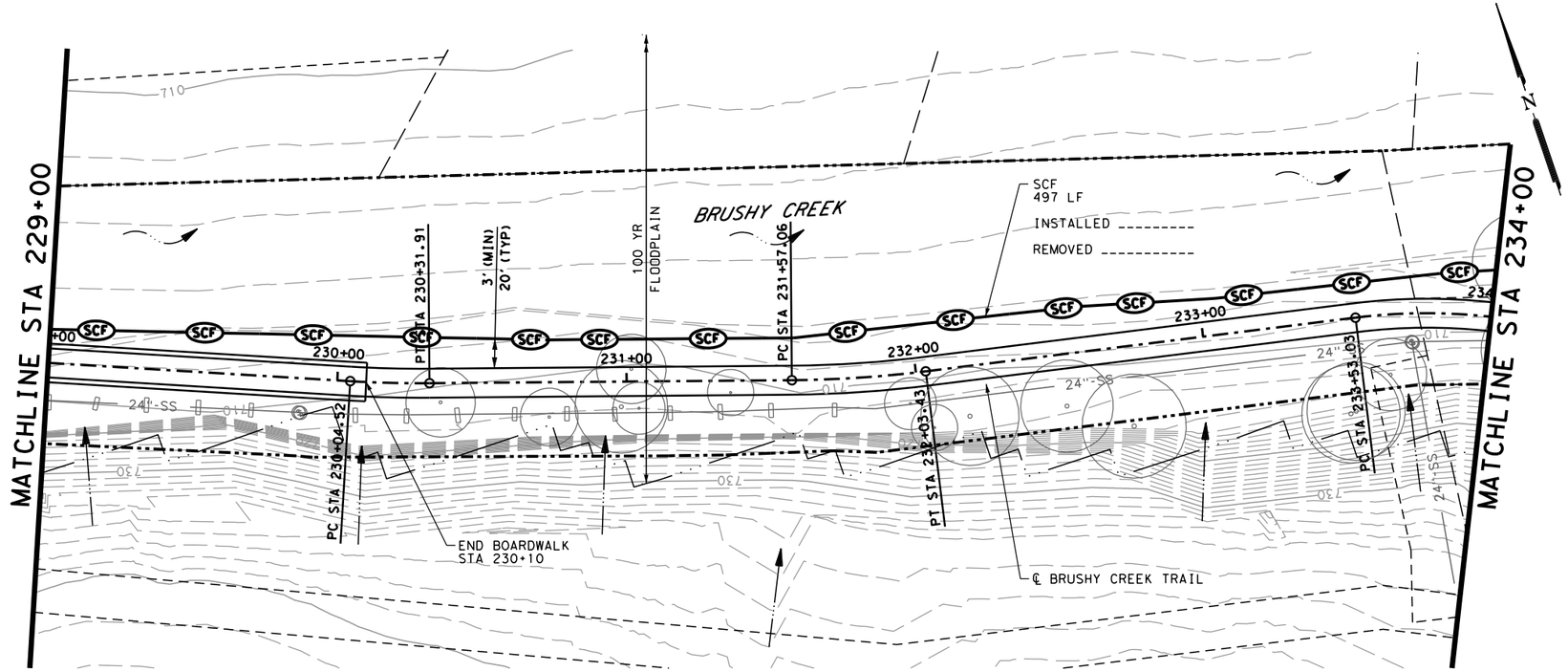
(STA 219+00 TO STA 229+00)

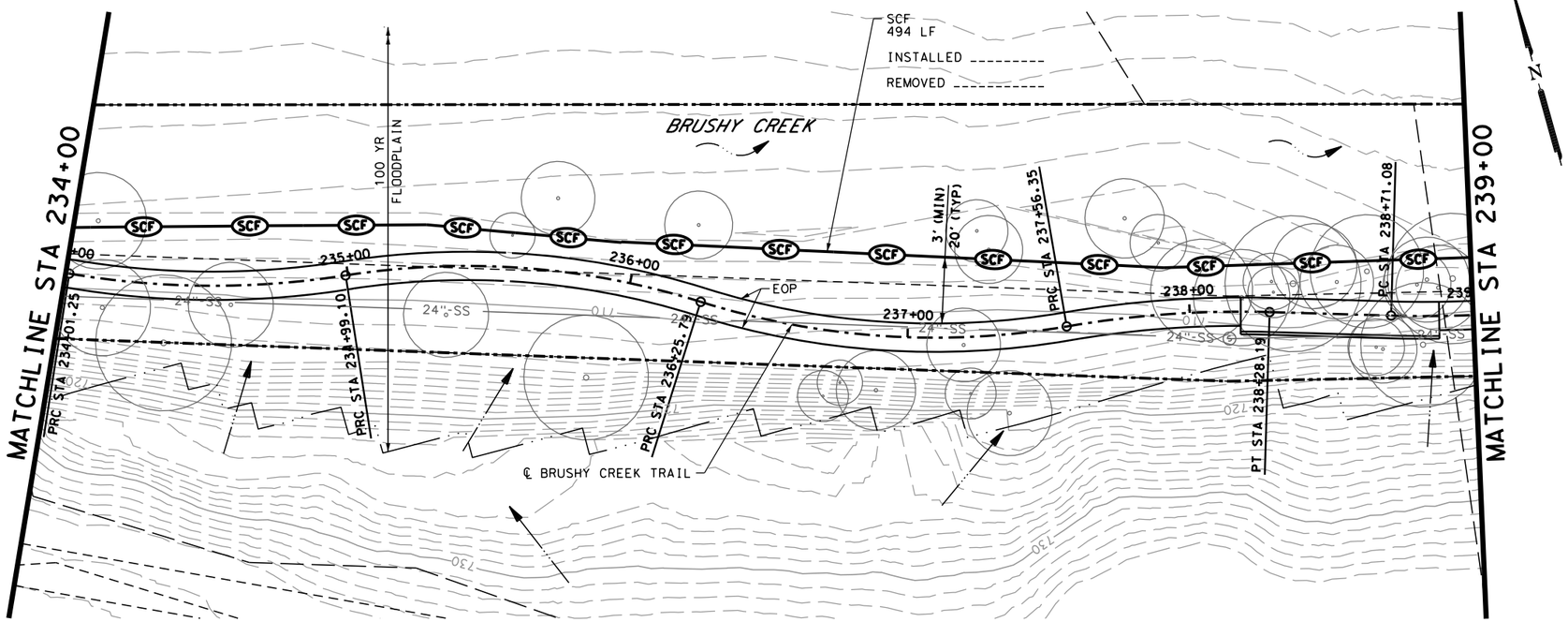
100%SUBMITTAL	PROJECT NO.: STP 1802(205)TP		DATE: 8/3/2018
DRWN.BY: EG	DSGN.BY: EG	CHKD.BY: HM	SHEET NO.: 90

Plotted on: 8/3/2018

Design Filename: H:\projects\508\67\00\design\Civil\SW3P\5086700sw3p03.dgn

ITEM	DESCRIPTION	UNIT	QTY
0506-6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	996
0506-6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	996





SW3P LEGEND

- SCF — SEDIMENT CONTROL FENCE
- RFD3 — ROCK FILTER DAM (TY 3)
- FLOW ARROW
- LIMITS OF CONSTRUCTION
- PROPERTY LINE
- EASEMENT LINE
- 100 YR FLOODPLAIN LIMIT
- CREEK FLOW DIRECTION
- TREE

SW3P NOTES

1. REFER TO TXDOT SW3P STANDARD SHEETS FOR DETAILS.
2. INSTALLED MEASURES SHALL REMAIN IN PLACE AND BE INSPECTED WEEKLY. ALL ITEMS SHALL BE MAINTAINED AND REPAIRED THROUGHOUT DURATION OF USE.
3. SW3P MEASURES SHOWN ARE MINIMUM REQUIREMENTS BASED UPON PROJECT DESIGN. INSTALLATION OF SW3P MEASURES WILL BE SHOWN AND MODIFIED TO ACCOMMODATE ACTUAL FIELD CONDITIONS.
4. TEMPORARY SEDIMENT CONTROL FENCE SHOULD BE TYPICALLY PLACED AT 20' FROM EDGE OF TRAIL PAVEMENT WHEREVER POSSIBLE. THERE IS A MINIMUM OFFSET OF 3' FOR CONSTRUCTION. TEMPORARY SEDIMENT CONTROL FENCE IS PURPOSELY SHOWN OFF-SET FROM SAID LINES FOR VISUAL CLARITY.

DESIGN

STATE OF TEXAS — HEATHER McNEAL — 114428 — LICENSED PROFESSIONAL ENGINEER

HEATHER McNEAL, P.E. — 8/3/2018 DATE

REVIEW AND APPROVAL

STATE OF TEXAS — JAMES A. LUTZ — 84722 — LICENSED PROFESSIONAL ENGINEER

JAMES A. LUTZ, P.E. — 8/3/2018 DATE

SCALE: 1"= 50'

PAPE-DAWSON ENGINEERS
AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS
7800 SHOAL CREEK BLVD, STE 220 W I AUSTIN, TX 78757 I 512.454.8711
TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

BRUSHY CREEK TRAIL
SW3P
(STA 229+00 TO STA 239+00)

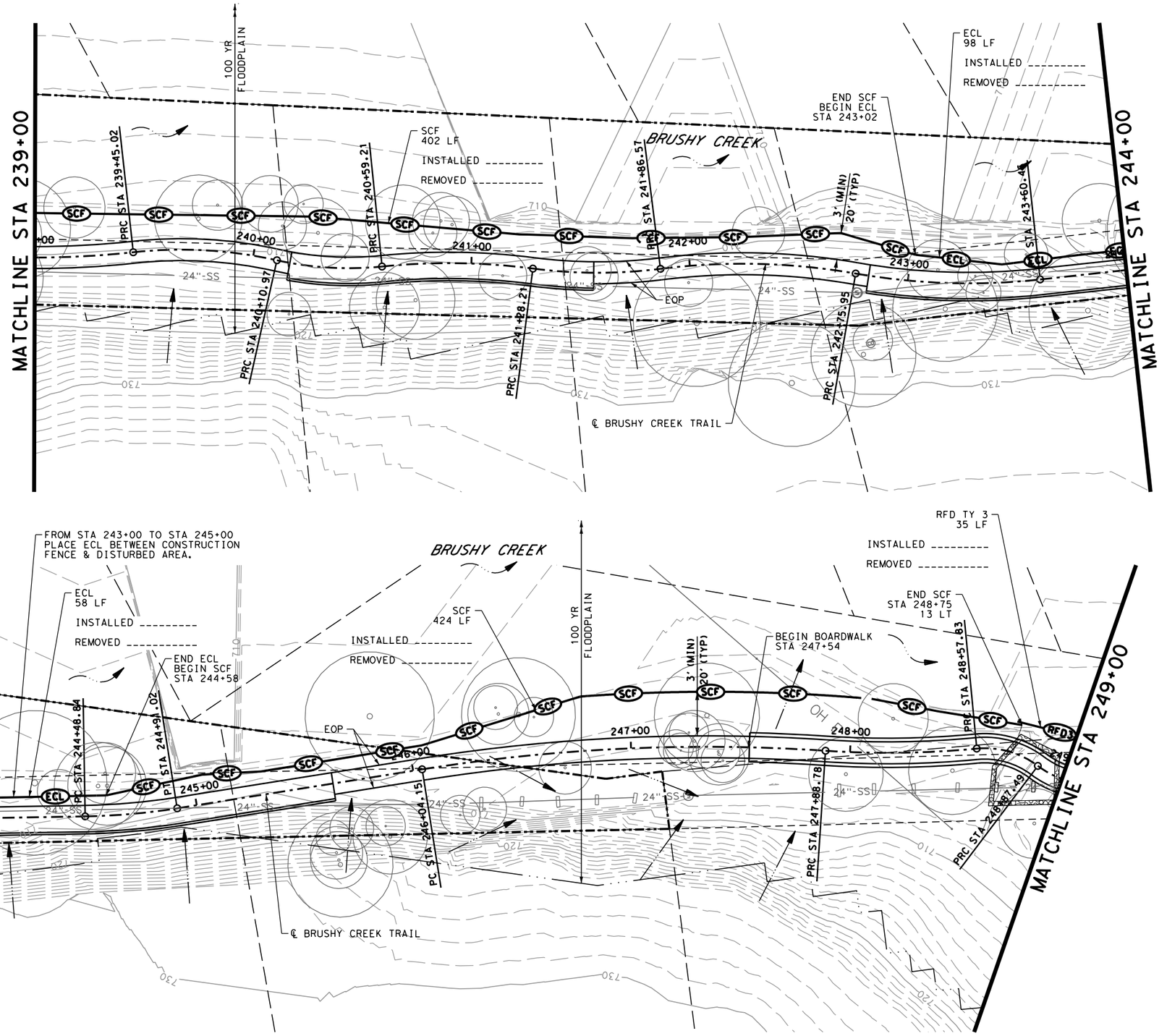
SHEET 3 OF 5

100%SUBMITTAL	PROJECT NO.: STP 1802(205)TP		DATE: 8/3/2018
DRWN.BY: EG	DSGN.BY: EG	CHKD.BY: HM	SHEET NO.: 91

Plotted on: 8/3/2018

Design Filename: H:\projects\508\67\00\design\Civil\SW3P\5086700sw3p04.dgn

ITEM	DESCRIPTION	UNIT	QTY
0506-6003	ROCK FILTER DAMS (INSTALL) (TY 3)	LF	35
0506-6011	ROCK FILTER DAMS (REMOVE)	LF	35
0506-6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	826
0506-6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	826
0506-6041	BIODEG EROSN CONT LOGS (INSTL) (12")	LF	156
0506-6043	BIODEG EROSN CONT LOGS (REMOVE)	LF	156



SW3P LEGEND

- SCF — SEDIMENT CONTROL FENCE
- RFD3 — ROCK FILTER DAM (TY 3)
- FLOW ARROW
- LIMITS OF CONSTRUCTION
- PROPERTY LINE
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- 100 YR FLOODPLAIN LIMIT
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- TREE

SW3P NOTES

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DESIGN

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HEATHER McNEAL, P.E. — 8/3/2018 DATE

REVIEW AND APPROVAL

STATE OF TEXAS — JAMES A. LUTZ — 84722 — LICENSED PROFESSIONAL ENGINEER

JAMES A. LUTZ, P.E. — 8/3/2018 DATE

SCALE: 1"= 50'

PAPE-DAWSON ENGINEERS
AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS
7800 SHOAL CREEK BLVD, STE 220 W I AUSTIN, TX 78757 I 512.454.8711
TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

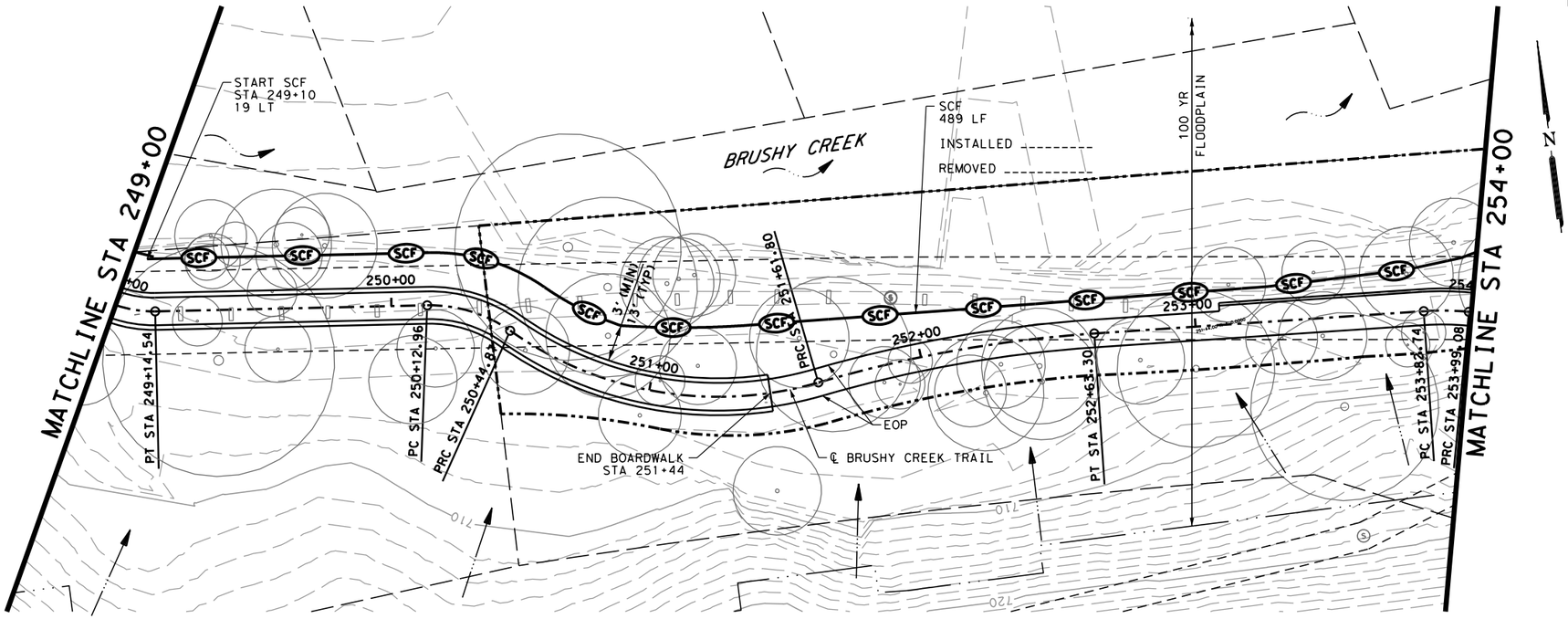
BRUSHY CREEK TRAIL
SW3P
(STA 239+00 TO STA 249+00)

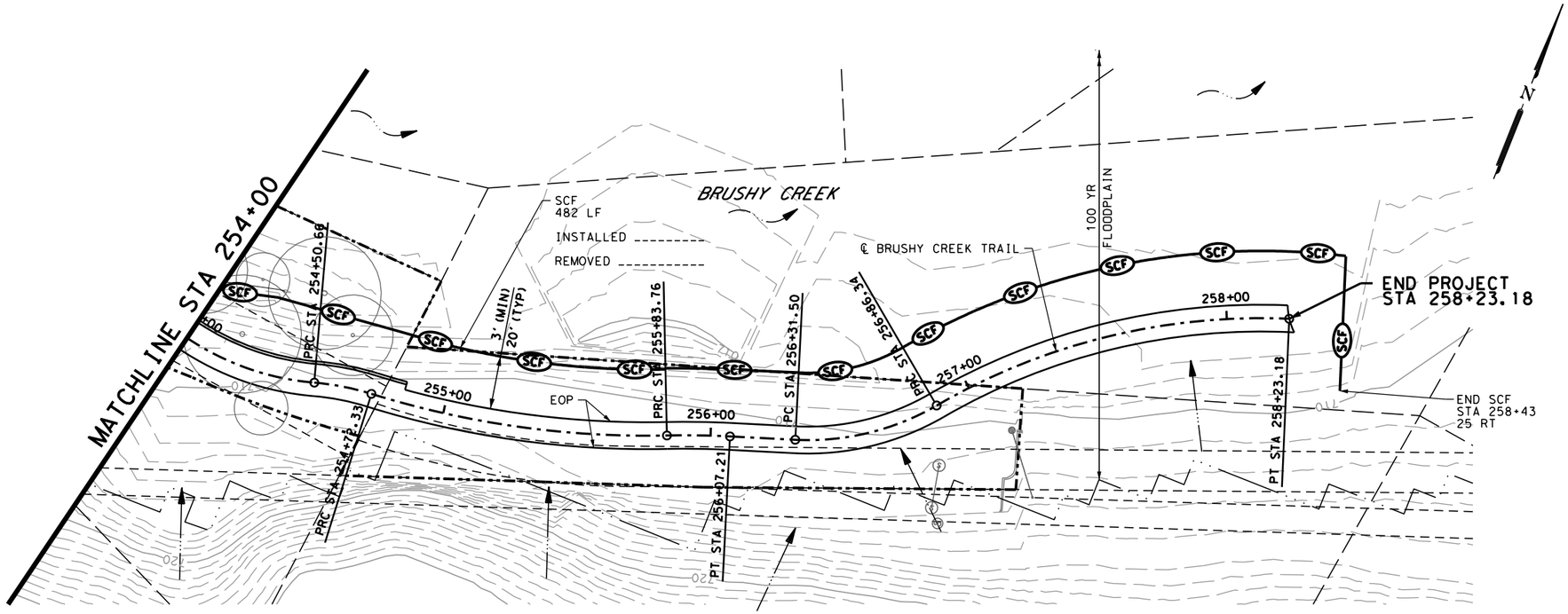
100%SUBMITTAL	PROJECT NO.: STP 1802(205)TP		DATE: 8/3/2018
DRWN.BY: EG	DSGN.BY: EG	CHKD.BY: HM	SHEET NO.: 92

Plotted on: 8/3/2018

Design Filename: H:\projects\508\67\00\design\Civil\SW3P\5086700sw3p05.dgn

ITEM	DESCRIPTION	UNIT	QTY
0506-6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	112
0506-6024	CONSTRUCTION EXITS (REMOVE)	SY	112
0506-6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	971
0506-6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	971





SW3P LEGEND

- SCF — SEDIMENT CONTROL FENCE
- RFD3 — ROCK FILTER DAM (TY 3)
- FLOW ARROW
- LIMITS OF CONSTRUCTION
- PROPERTY LINE
- EASEMENT LINE
- 100 YR FLOODPLAIN LIMIT
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- TREE

SW3P NOTES

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DESIGN

STATE OF TEXAS — HEATHER McNEAL — 114428 — LICENSED PROFESSIONAL ENGINEER

HEATHER McNEAL, P.E. — 8/3/2018 DATE

REVIEW AND APPROVAL

STATE OF TEXAS — JAMES A. LUTZ — 84722 — LICENSED PROFESSIONAL ENGINEER

JAMES A. LUTZ, P.E. — 8/3/2018 DATE

SCALE: 1"= 50'

PAPE-DAWSON ENGINEERS

AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS

7800 SHOAL CREEK BLVD, STE 220 W I AUSTIN, TX 78757 I 512.454.8711

TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

BRUSHY CREEK TRAIL
SW3P
(STA 249+00 TO END PROJECT)

SHEET 5 OF 5

100%SUBMITTAL	PROJECT NO.: STP 1802(205)TP		DATE: 8/3/2018
DRWN.BY: EG	DSGN.BY: EG	CHKD.BY: HM	SHEET NO.: 93

Plotted on: 8/3/2018

Design Filename: H:\projects\508\67\00\design\Civil\SW3P\5086700sw3p06.dgn

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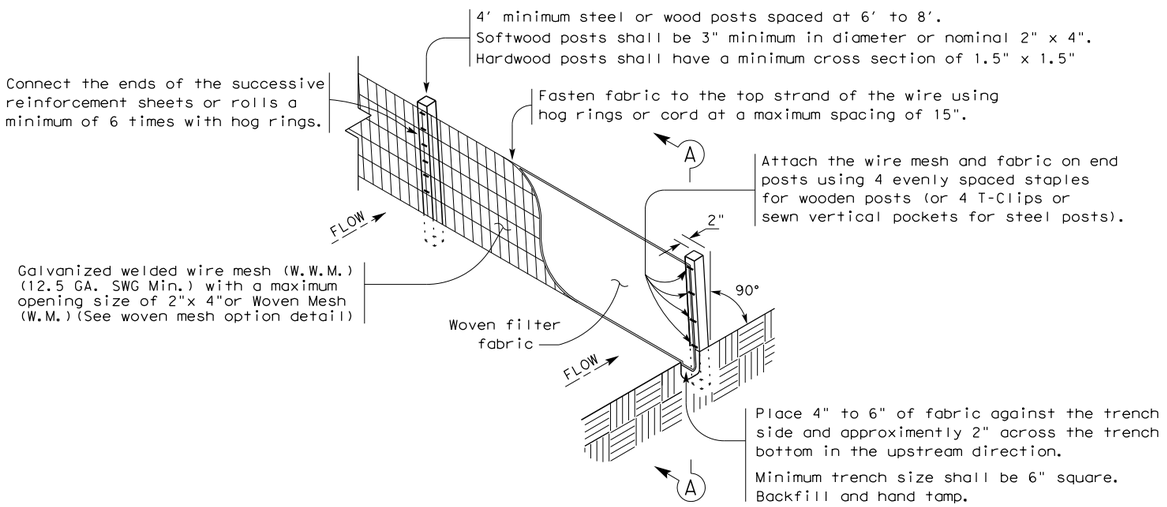
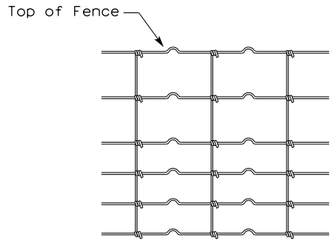
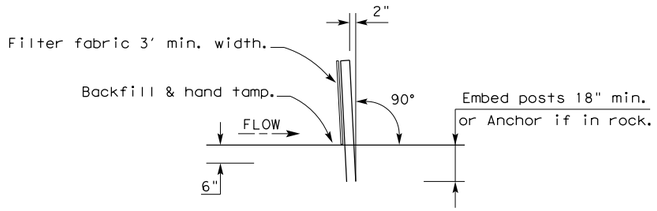


TEMPORARY SEDIMENT CONTROL FENCE

SCF





SECTION A-A

HINGE JOINT KNOT WOVEN MESH (OPTION) DETAIL

Galvanized hinge joint knot woven mesh (12.5 GA.SWG Min.) requires a minimum of five horizontal wires spaced at a maximum of 12 inches apart and all vertical wires spaced at a maximum of 12 inches apart.

SEDIMENT CONTROL FENCE USAGE GUIDELINES

A sediment control fence may be constructed near the downstream perimeter of a disturbed area along a contour to intercept sediment from overland runoff. A 2 year storm frequency may be used to calculate the flow rate to be filtered.

Sediment control fence should be sized to filter a maximum flow through rate of 100 GPM/FT^2. Sediment control fence is not recommended to control erosion from a drainage area larger than 2 acres.

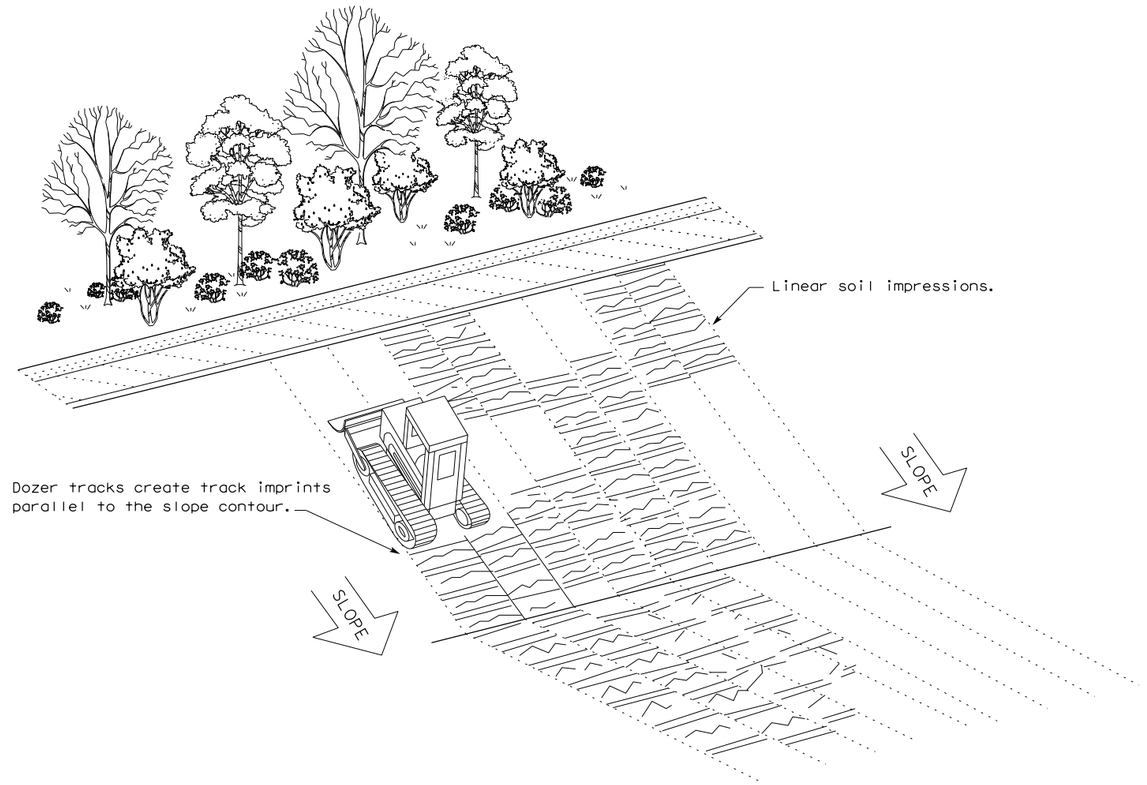
LEGEND

Sediment Control Fence

SCF

GENERAL NOTES

1. Vertical tracking is required on projects where soil distributing activities have occurred unless otherwise approved.
2. Perform vertical tracking on slopes to temporarily stabilize soil.
3. Provide equipment with a track undercarriage capable of producing linear soil impressions measuring a minimum of 12" in length by 2" to 4" in width by 1/2" to 2" in depth.
4. Do not exceed 12" between track impressions.
5. Install continous linear track impressions where the minimum 12" length impressions are perpendicular to the slope or direction of water flow.



VERTICAL TRACKING

Texas Department of Transportation

Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

FENCE & VERTICAL TRACKING

EC(1)-16

FILE: ec116	DN: TxDOT	CK: KM	DW: VP	DN/CK: LS
© TxDOT: JULY 2016	CONT	SECT	JOB	HIGHWAY
REVISIONS	0914	05	191	NA
	DIST	COUNTY		SHEET NO.
	AUS	WILLIAMSON		94

7/31/2018
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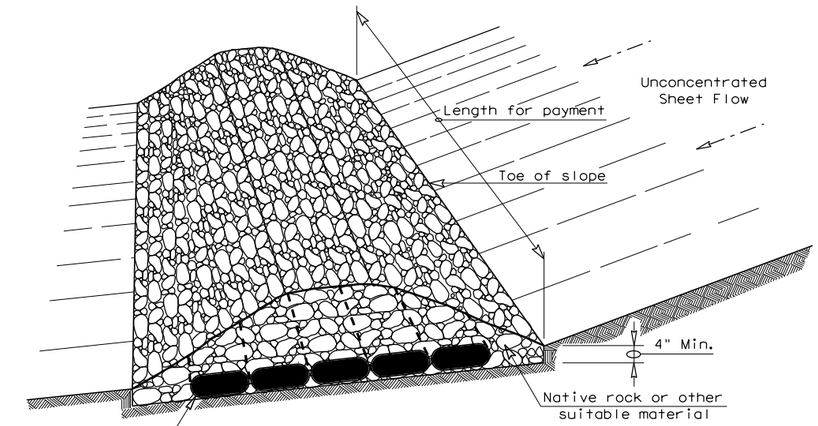
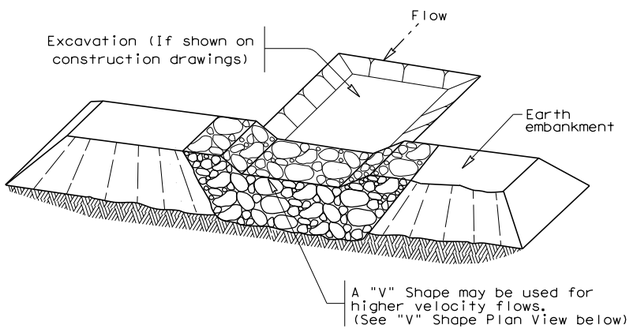


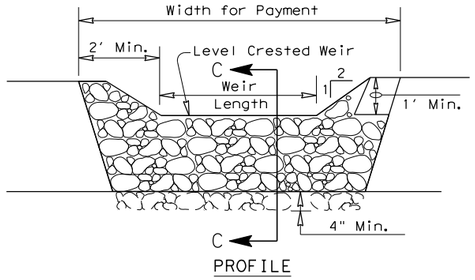
FILTER DAM AT TOE OF SLOPE

RFD1

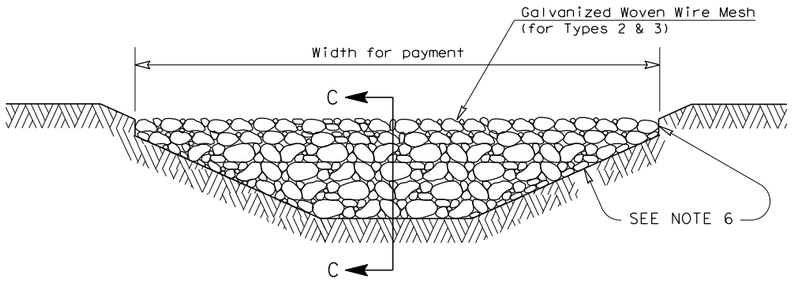


FILTER DAM AT SEDIMENT TRAP

RFD1 — OR — RFD2

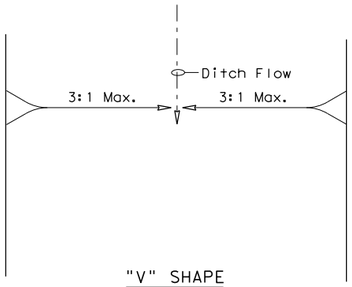


PROFILE

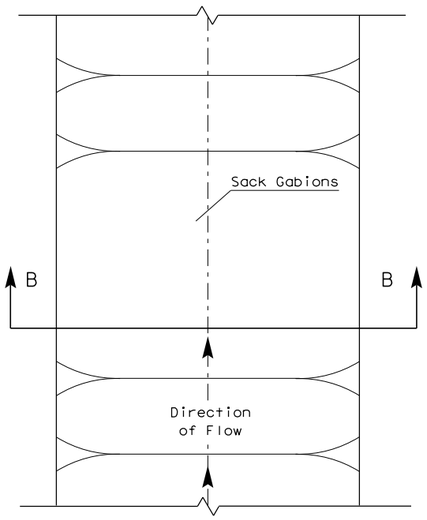


FILTER DAM AT CHANNEL SECTIONS

RFD1 — OR — RFD2 — OR — RFD3



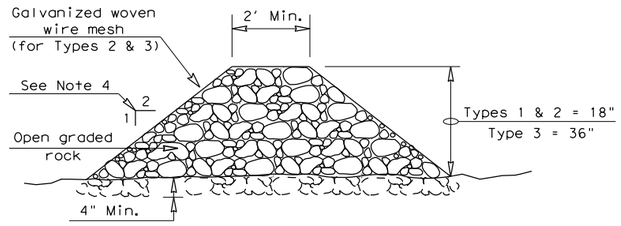
"V" SHAPE
PLAN VIEW



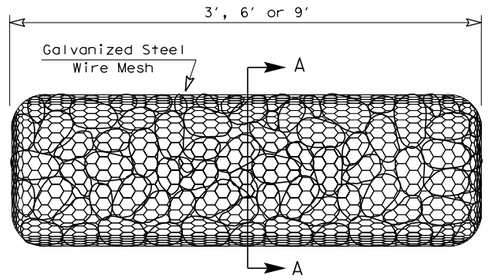
PLAN VIEW

¾" Dia.
Rebar Stakes

SECTION B-B

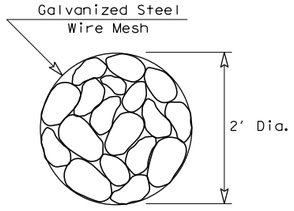


SECTION C-C



TYPE 4 (SACK GABIONS)

RFD4



SECTION A-A

ROCK FILTER DAM USAGE GUIDELINES

Rock Filter Dams should be constructed downstream from disturbed areas to intercept sediment from overland runoff and/or concentrated flow. The dams should be sized to filter a maximum flow through rate of 60 GPM/FT^2 of cross sectional area. A 2 year storm frequency may be used to calculate the flow rate.

Type 1 (18" high with no wire mesh) (3" to 6" aggregate): Type 1 may be used at the toe of slopes, around inlets, in small ditches, and at dike or swale outlets. This type of dam is recommended to control erosion from a drainage area of 5 acres or less. Type 1 may not be used in concentrated high velocity flows (approximently 8 Ft/Sec or more) in which aggregate wash out may occur. Sandbags may be used at the embedded foundation (4" deep min.) for better filtering efficiency of low flows if called for on the plans or directed by the Engineer.

Type 2 (18" high with wire mesh) (3" to 6" aggregate): Type 2 may be used in ditches and at dike or swale outlets.

Type 3 (36" high with wire mesh) (4" to 8" aggregate): Type 3 may be used in stream flow and should be secured to the stream bed.

Type 4 (Sack gabions) (3" to 6" aggregate): Type 4 May be used in ditches and smaller channels to form an erosion control dam.

Type 5: Provide rock filter dams as shown on plans.

GENERAL NOTES

1. If shown on the plans or directed by the Engineer, filter dams should be placed near the toe of slopes where erosion is anticipated, upstream and/or downstream at drainage structures, and in roadway ditches and channels to collect sediment.
2. Materials (aggregate, wire mesh, sandbags, etc.) shall be as indicated by the specification for "Rock Filter Dams for Erosion and Sedimentation Control".
3. The rock filter dam dimensions shall be as indicated on the SW3P plans.
4. Side slopes should be 2:1 or flatter. Dams within the safety zone shall have sideslopes of 6:1 or flatter.
5. Maintain a minimum of 1' between top of rock filter dam weir and top of embankment for filter dams at sediment traps.
6. Filter dams should be embedded a minimum of 4" into existing ground.
7. The sediment trap for ponding of sediment laden runoff shall be of the dimensions shown on the plans.
8. Rock filter dam types 2 & 3 shall be secured with 20 gauge galvanized woven wire mesh with 1" diameter hexagonal openings. The aggregate shall be placed on the mesh to the height & slopes specified. The mesh shall be folded at the upstream side over the aggregate and tightly secured to itself on the downstream side using wire ties or hog rings. For in stream use, the mesh should be secured or staked to the stream bed prior to aggregate placement.
9. Sack Gabions should be staked down with ¾" dia. rebar stakes, and have a double-twisted hexagonal weave with a nominal mesh opening of 2 ½" x 3 ¼"
10. Flow outlet should be onto a stabilized area (vegetation, rock, etc.).
11. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

PLAN SHEET LEGEND

Type 1 Rock Filter Dam — RFD1
Type 2 Rock Filter Dam — RFD2
Type 3 Rock Filter Dam — RFD3
Type 4 Rock Filter Dam — RFD4

Texas Department of Transportation

Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

ROCK FILTER DAMS

EC(2)-16

FILE: ec216	DN: TxDOT	CK: KM	DW: VP	DN/CK: LS
© TxDOT: JULY 2016	CONT	SECT	JOB	HIGHWAY
REVISIONS	0914	05	191	NA
	DIST	COUNTY		SHEET NO.
	AUS	WILLIAMSON		95

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DATE: 7/31/2018
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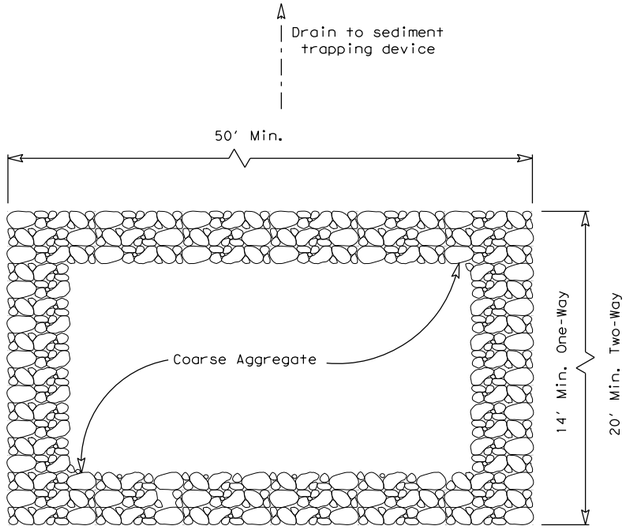
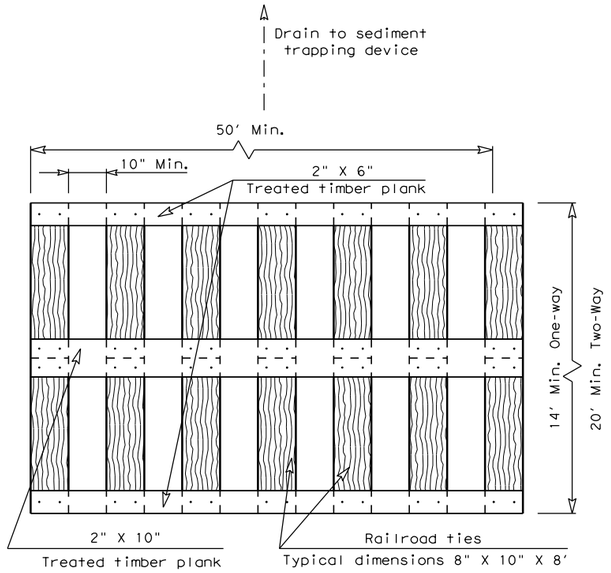
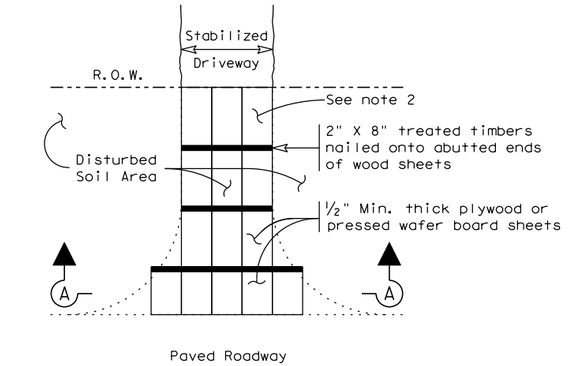


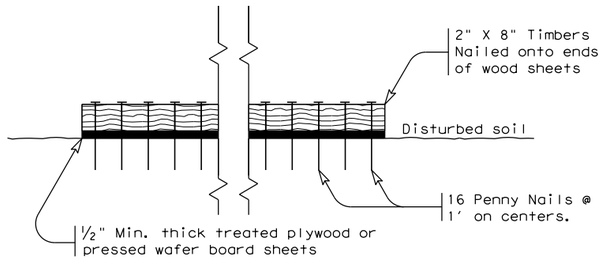
PLAN VIEW



PLAN VIEW



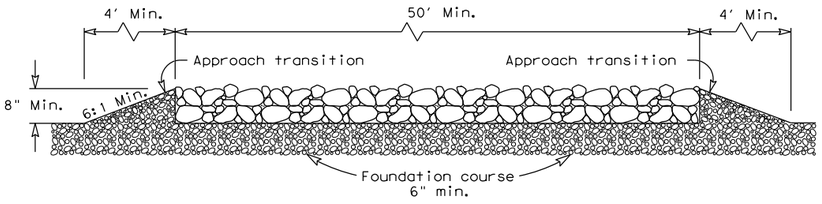
PLAN VIEW



SECTION A-A

CONSTRUCTION EXIT (TYPE 3)

SHORT TERM



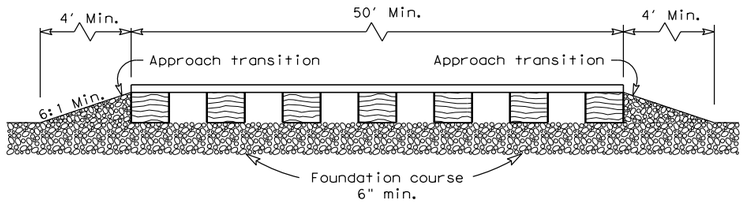
ELEVATION VIEW

CONSTRUCTION EXIT (TYPE 1)

ROCK CONSTRUCTION (LONG TERM)

GENERAL NOTES (TYPE 1)

1. The length of the type 1 construction exit shall be as indicated on the plans, but not less than 50′.
2. The coarse aggregate should be open graded with a size of 4" to 8".
3. The approach transitions should be no steeper than 6:1 and constructed as directed by the Engineer.
4. The construction exit foundation course shall be flexible base, bituminous concrete, portland cement concrete or other materialas approved by the Engineer.
5. The construction exit shall be graded to allow drainage to a sediment trapping device.
6. The guidelines shown hereon are suggestions only and may be modified by the Engineer.
7. Construct exits with a width of at least 14 ft. for one-way and 20 ft. for two-way traffic for the full width of the exit, or as directed by the engineer.



ELEVATION VIEW

CONSTRUCTION EXIT (TYPE 2)

TIMBER CONSTRUCTION (LONG TERM)

GENERAL NOTES (TYPE 2)

1. The length of the type 2 construction exit shall be as indicated on the plans, but not less than 50′.
2. The treated timber planks shall be attached to the railroad ties with ½"x 6" min. lag bolts. Other fasteners may be used as approved by the Engineer.
3. The treated timber planks shall be #2 grade min., and should be free from large and loose knots.
4. The approach transitions shall be no steeper than 6:1 and constructed as directed by the Engineer.
5. The construction exit foundation course shall be flexible base, bituminous concrete, portland cement concrete or other material as approved by the Engineer.
6. The construction exit should be graded to allow drainage to a sediment trapping device.
7. The guidelines shown hereon are suggestions only and may be modified by the Engineer.
8. Construct exits with a width of at least 14 ft. for one-way and 20 ft. for two-way traffic for the full width of the exit, or as directed by the engineer.

GENERAL NOTES (TYPE 3)

1. The length of the type 3 construction exit shall be as shown on the plans, or as directed by the Engineer.
2. The type 3 construction exit may be constructed from open graded crushed stone with a size of two to four inches spread a min. of 4" thick to the limits shown on the plans.
3. The treated timber planks shall be #2 grade min., and should be free from large and loose knots.
4. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

Texas Department of Transportation

Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

CONSTRUCTION EXITS

EC(3)-16

FILE: ec316	DN: TxDOT	CK: KM	DW: VP	DN/CK: LS
©TxDOT: JULY 2016	CONT	SECT	JOB	HIGHWAY
REVISIONS	0914	05	191	NA
	DIST	COUNTY		SHEET NO.
	AUS	WILLIAMSON		96

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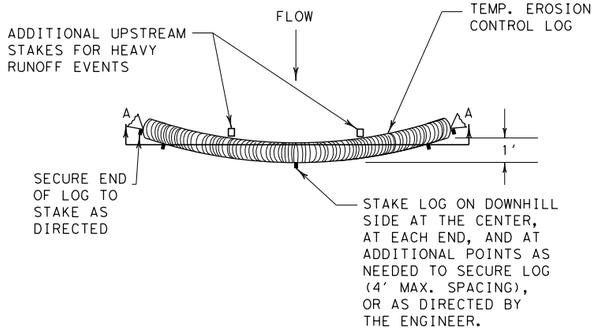
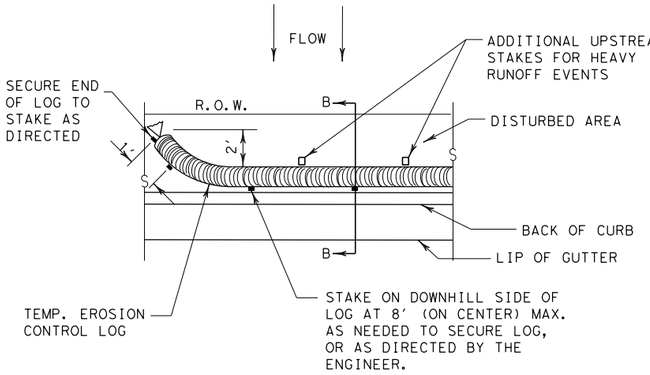
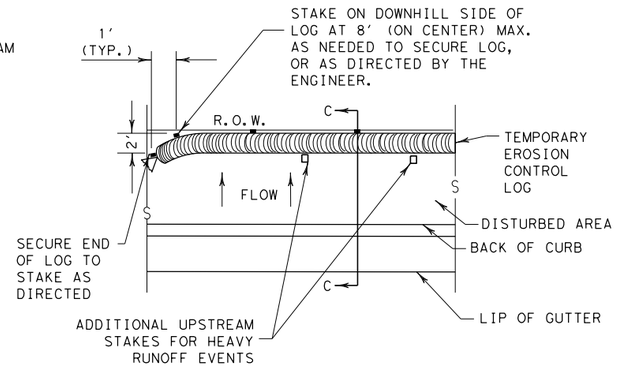


PLAN VIEW



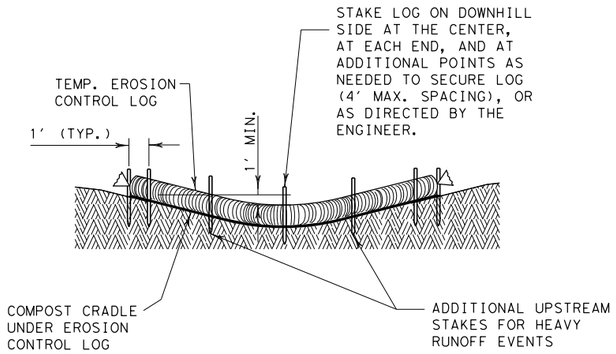
PLAN VIEW



PLAN VIEW

GENERAL NOTES:

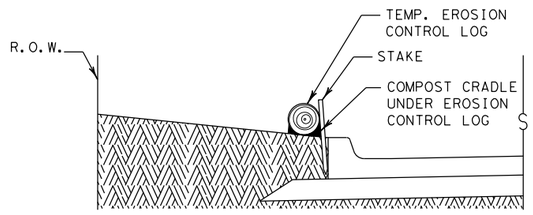
1. EROSION CONTROL LOGS SHALL BE INSTALLED IN ACCORDANCE WITH MANFACTURER'S RECOMMENDATIONS, OR AS DIRECTED BY THE ENGINEER.
2. LENGTHS OF EROSION CONTROL LOGS SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND AS REQUIRED FOR THE PURPOSE INTENDED.
3. UNLESS OTHERWISE DIRECTED, USE BIODEGRADABLE OR PHOTODEGRADABLE CONTAINMENT MESH ONLY WHERE LOG WILL REMAIN IN PLACE AS PART OF A VEGETATIVE SYSTEM. FOR TEMPORARY INSTALLATIONS, USE RECYCLABLE CONTAINMENT MESH.
4. FILL LOGS WITH SUFFICIENT FILTER MATERIAL TO ACHIEVE THE MINIMUM COMPACTED DIAMETER SPECIFIED IN THE PLANS WITHOUT EXCESSIVE DEFORMATION.
5. STAKES SHALL BE 2" X 2" WOOD OR #3 REBAR, 2'-4' LONG, EMBEDDED SUCH THAT 2" PROTRUDES ABOVE LOG, OR AS DIRECTED BY THE ENGINEER.
6. DO NOT PLACE STAKES THROUGH CONTAINMENT MESH.
7. COMPOST CRADLE MATERIAL IS INCIDENTAL & WILL NOT BE PAID FOR SEPARATELY.
8. SANDBAGS USED AS ANCHORS SHALL BE PLACED ON TOP OF LOGS & SHALL BE OF SUFFICIENT SIZE TO HOLD LOGS IN PLACE.
9. TURN THE ENDS OF EACH ROW OF LOGS UPSLOPE TO PREVENT RUNOFF FROM FLOWING AROUND THE LOG.
10. FOR HEAVY RUNOFF EVENTS, ADDITIONAL UPSTREAM STAKES MAY BE NECESSARY TO KEEP LOG FROM FOLDING IN ON ITSELF.



SECTION A-A

EROSION CONTROL LOG DAM

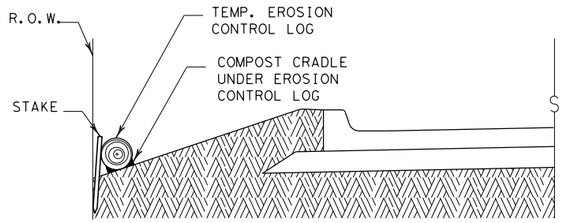
CL-D



SECTION B-B

EROSION CONTROL LOG AT BACK OF CURB

CL-BOC



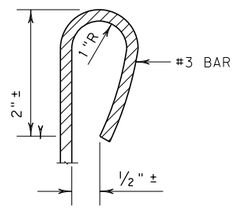
SECTION C-C

EROSION CONTROL LOG AT EDGE OF RIGHT-OF-WAY

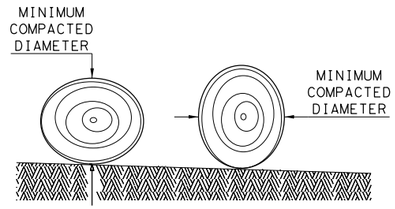
CL-ROW

LEGEND

- CL-D — EROSION CONTROL LOG DAM
- CL-BOC — EROSION CONTROL LOG AT BACK OF CURB
- CL-ROW — EROSION CONTROL LOG AT EDGE OF RIGHT-OF-WAY
- CL-SST — EROSION CONTROL LOGS ON SLOPES STAKE AND TRENCHING ANCHORING
- CL-SSL — EROSION CONTROL LOGS ON SLOPES STAKE AND LASHING ANCHORING
- CL-DI — EROSION CONTROL LOG AT DROP INLET
- CL-CI — EROSION CONTROL LOG AT CURB INLET
- CL-GI — EROSION CONTROL LOG AT CURB & GRATE INLET



REBAR STAKE DETAIL



DIAMETER MEASUREMENTS OF EROSION CONTROL LOGS SPECIFIED IN PLANS

SEDIMENT BASIN & TRAP USAGE GUIDELINES

An erosion control log sediment trap may be used to filter sediment out of runoff draining from an unstabilized area.

Log Traps: The drainage area for a sediment trap should not exceed 5 acres. The trap capacity should be 1800 CF/Acre (0.5" over the drainage area).

Control logs should be placed in the following locations:

1. Within drainage ditches spaced as needed or min. 500' on center
2. Immediately preceding ditch inlets or drain inlets
3. Just before the drainage enters a water course
4. Just before the drainage leaves the right of way
5. Just before the drainage leaves the construction limits where drainage flows away from the project.

The logs should be cleaned when the sediment has accumulated to a depth of 1/2 the log diameter.

Cleaning and removal of accumulated sediment deposits is incidental and will not be paid for separately.

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TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

EROSION CONTROL LOG

EC(9)-16

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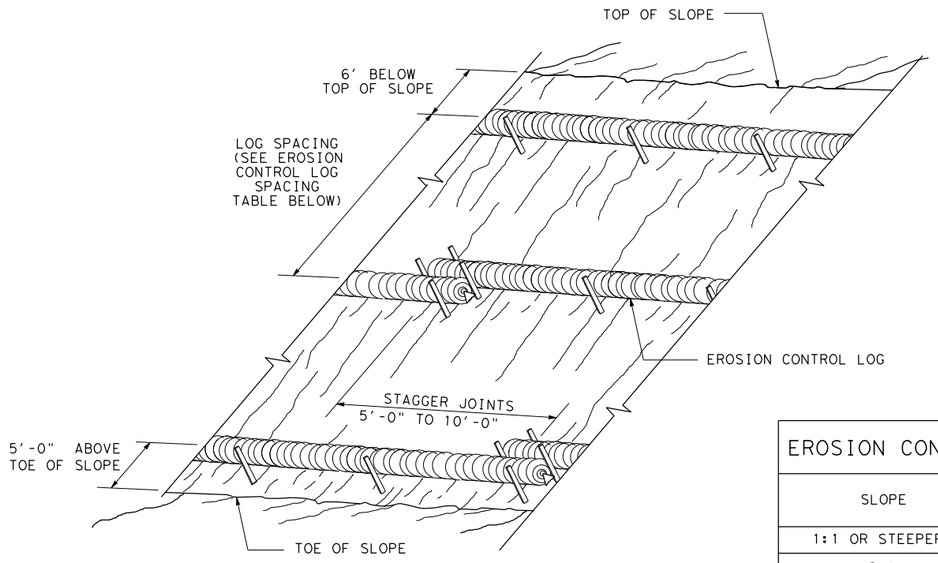
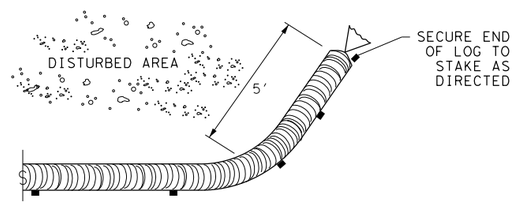


EROSION CONTROL LOGS ON SLOPES
STAKE AND TRENCHING ANCHORING

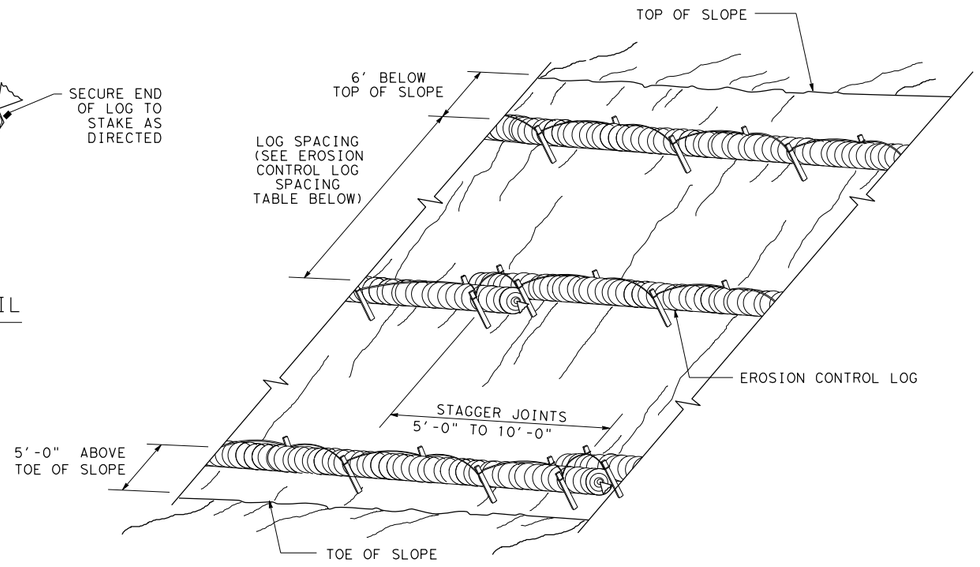
CL-SST



END SECTION RAP DETAIL

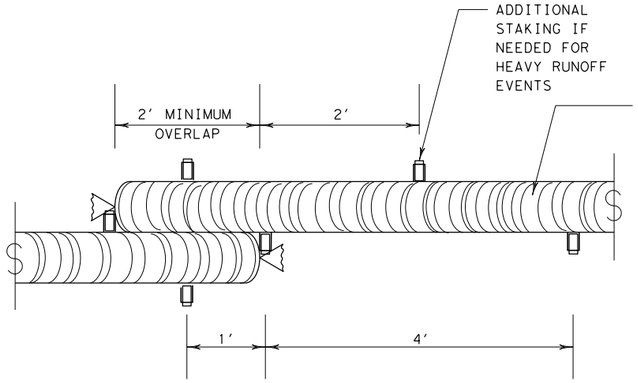
EROSION CONTROL LOG SPACING TABLE				
SLOPE	LOG DIAMETER			
	6"	8"	12"	18"
1:1 OR STEEPER	5'	10'	15'	20'
2:1	10'	20'	30'	40'
3:1	15'	30'	45'	60'
4:1 OR FLATTER	20'	40'	60'	80'

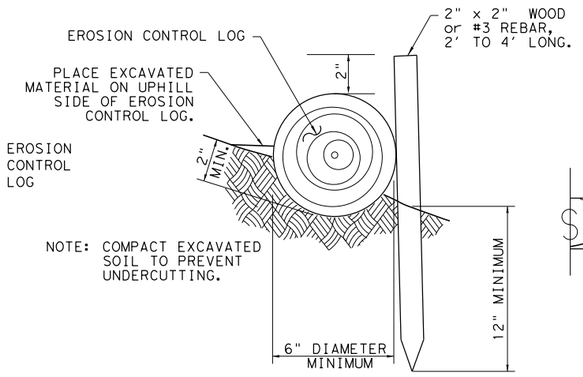
* ADJUSTMENTS CAN BE MADE FOR SOIL TYPE:
SOFT, LOAMY SOILS-ADJUST ROWS CLOSER TOGETHER;
HARD, ROCKY SOILS- ADJUST ROWS FARTHER APART



EROSION CONTROL LOGS ON SLOPES
STAKE AND LASHING ANCHORING

CL-SSL

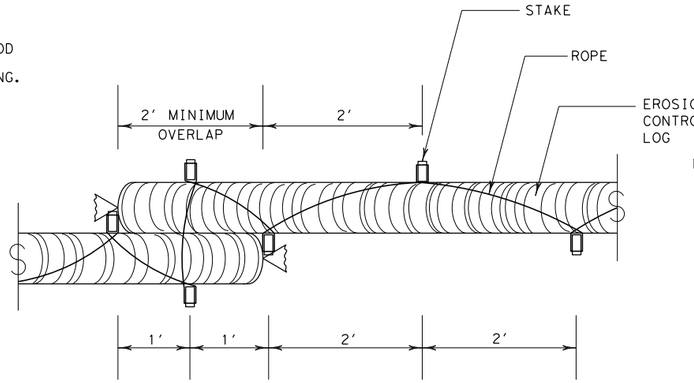


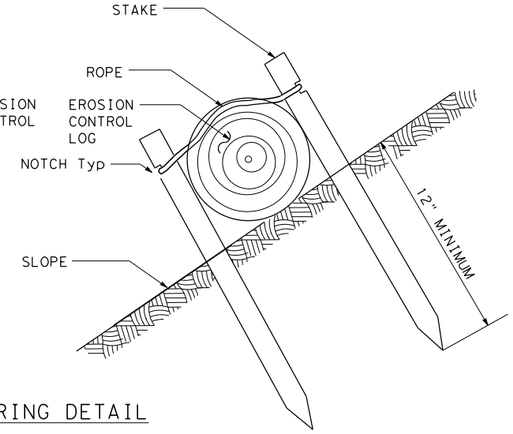


STAKE AND TRENCHING ANCHORING DETAIL

CL-SST

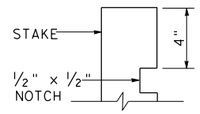
TRENCH DEPTH TABLE	
LOG DIAMETER	DEPTH
6"	2"
8"	3"
12"	4"
18"	5"





STAKE AND LASHING ANCHORING DETAIL

CL-SSL



STAKE NOTCH DETAIL

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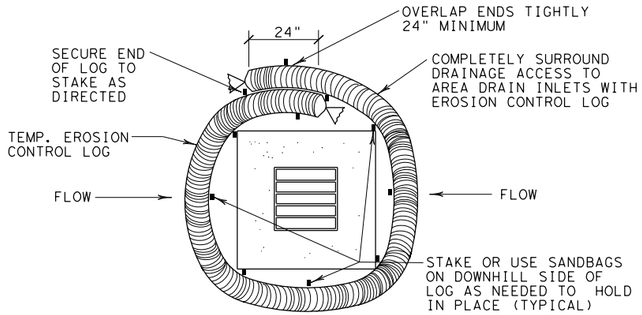
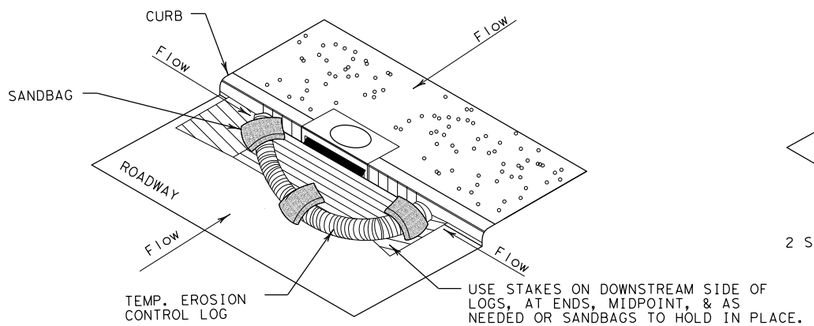


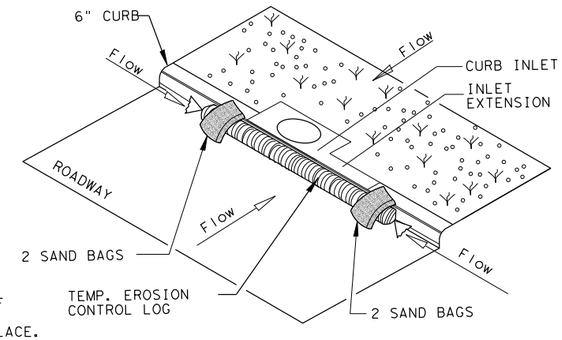
EROSION CONTROL LOG AT DROP INLET

CL-DI



EROSION CONTROL LOG AT CURB INLET

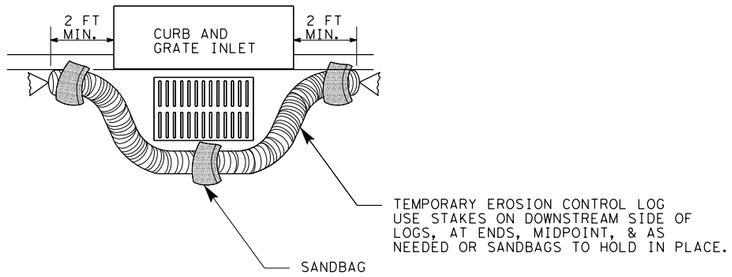
CL-CI



EROSION CONTROL LOG AT CURB INLET

CL-CI

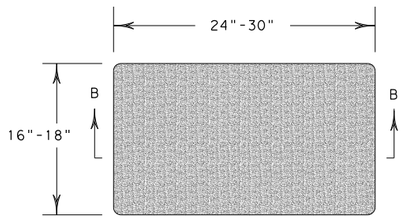
NOTE:
EROSION CONTROL LOGS USED AT CURB INLETS SHOULD ONLY BE USED IF THEY WILL NOT IMPEDE TRAFFIC OR FLOOD THE ROADWAY OR WHEN THE STORM SEWER SYSTEM IS NOT FULLY FUNCTIONAL.



EROSION CONTROL LOG AT CURB & GRADE INLET

CL-GI

SECTION B-B



SANDBAG DETAIL

SHEET 3 OF 3

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EROSION CONTROL LOG

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SCALE: H: 1"= 20'
V: 1"= 10'

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7800 SHOAL CREEK BLVD, STE 220 W I AUSTIN, TX 78757 I 512.454.8711
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BRUSHY CREEK TRAIL
CROSS SECTIONS

SHEET 1 OF 26

90% SUBMITTAL	PROJECT NO.: 50867-01			DATE: 8/1/2018
DRWN.BY: MG	DSGN.BY: HM	CHKD.BY: HM		SHEET NO.: 100

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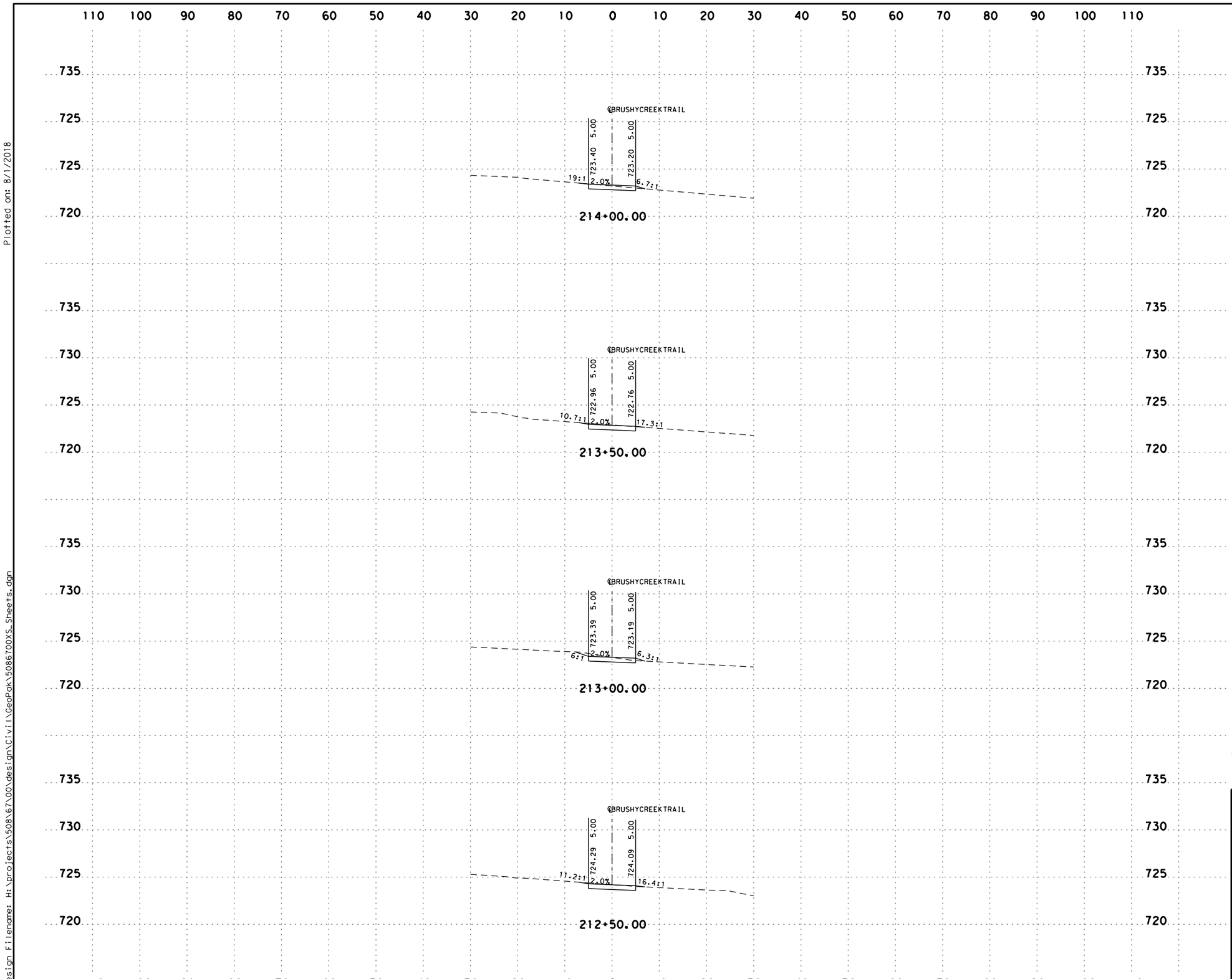

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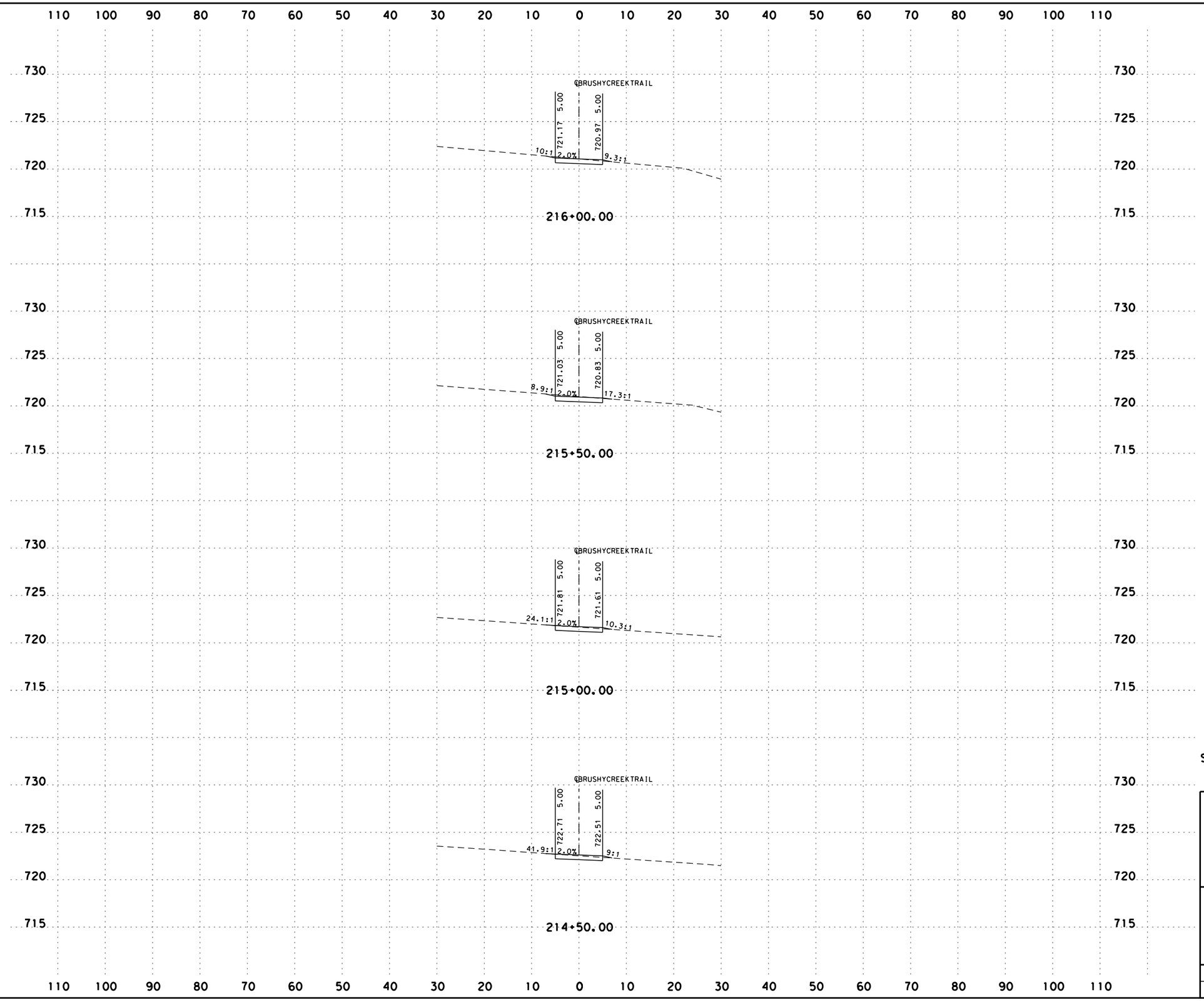

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BRUSHY CREEK TRAIL
CROSS SECTIONS

SHEET 3 OF 26

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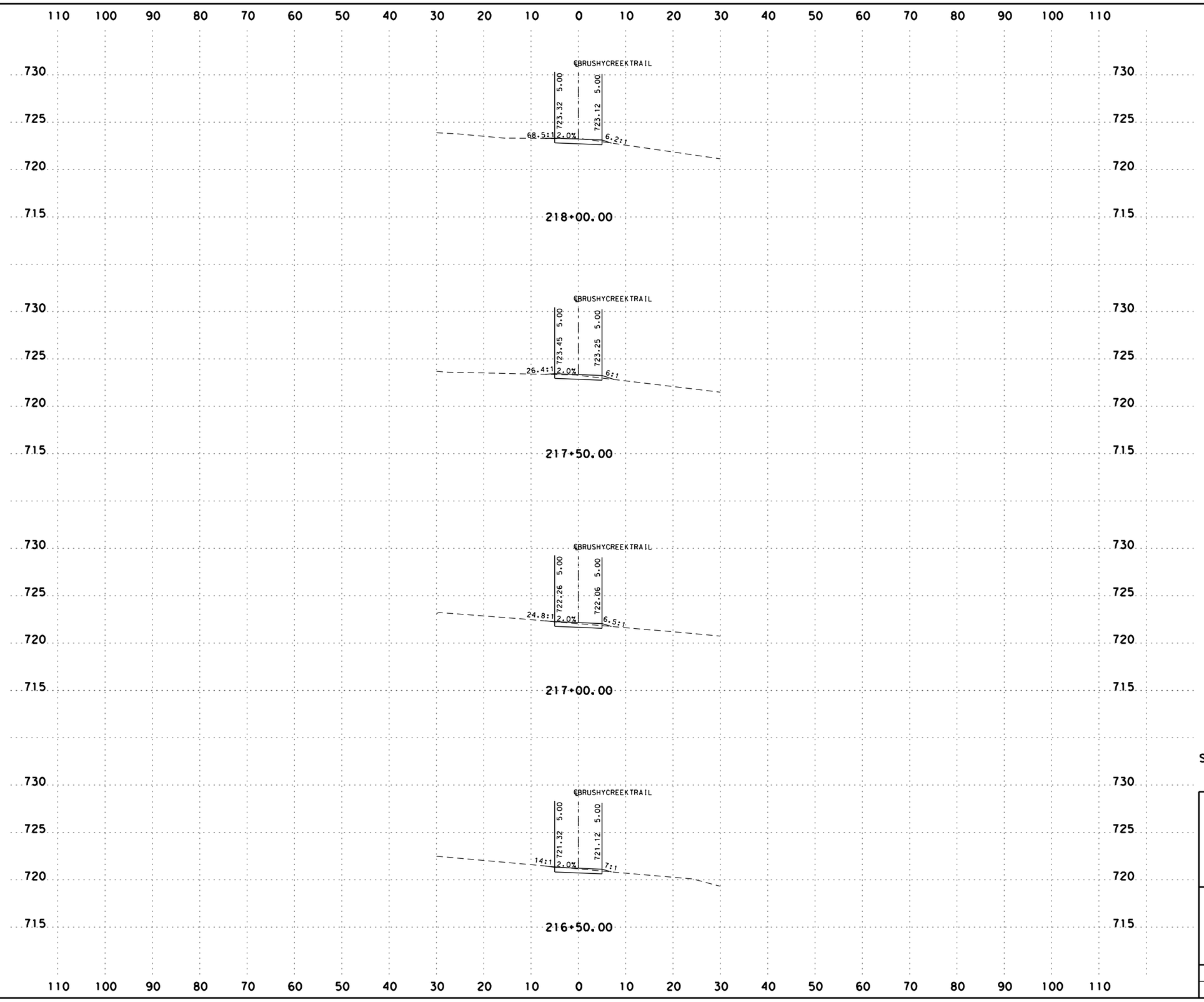

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BRUSHY CREEK TRAIL
CROSS SECTIONS

SHEET 4 OF 26

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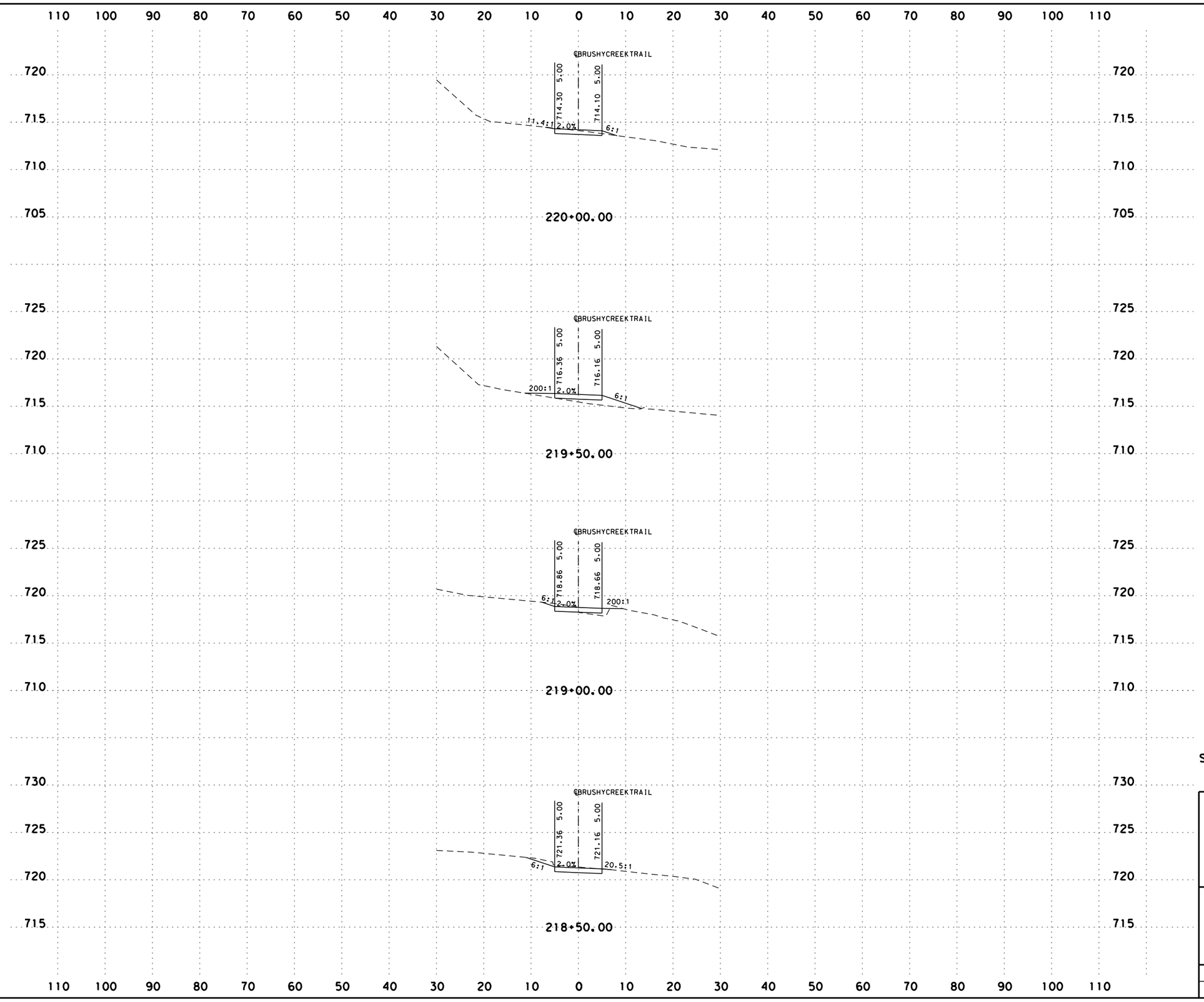

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BRUSHY CREEK TRAIL
CROSS SECTIONS

SHEET 5 OF 26

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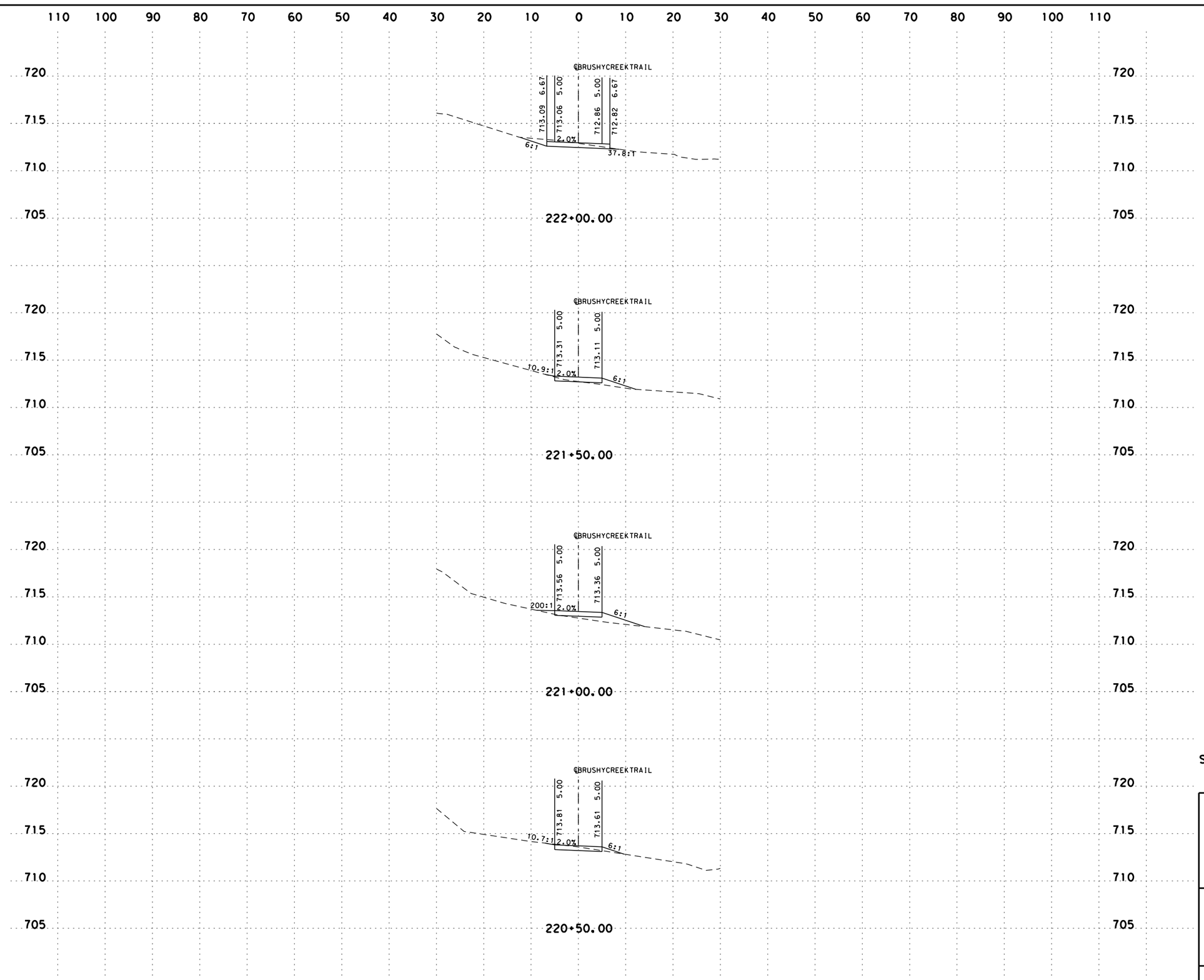

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SHEET 6 OF 26

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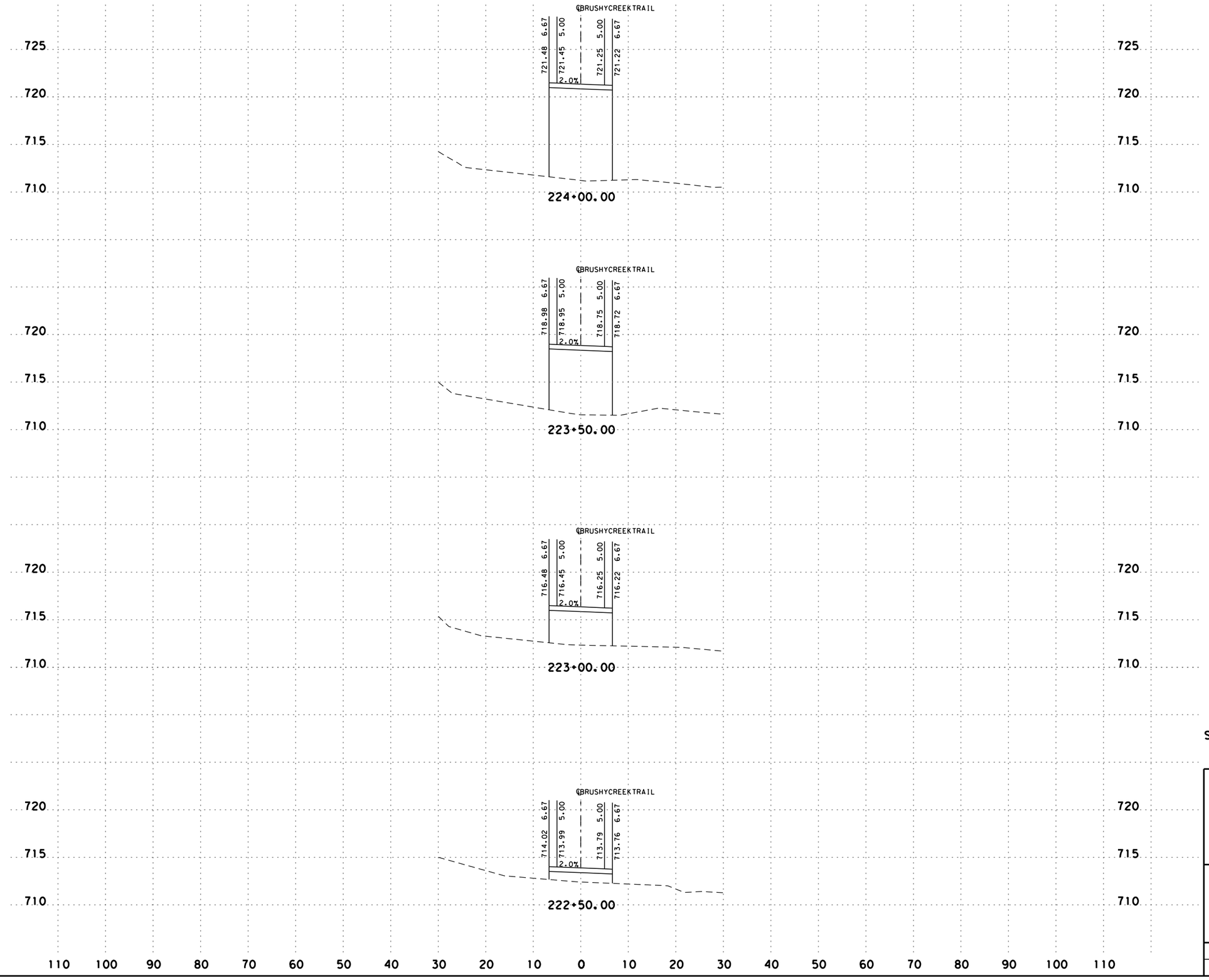

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BRUSHY CREEK TRAIL
CROSS SECTIONS

SHEET 7 OF 26

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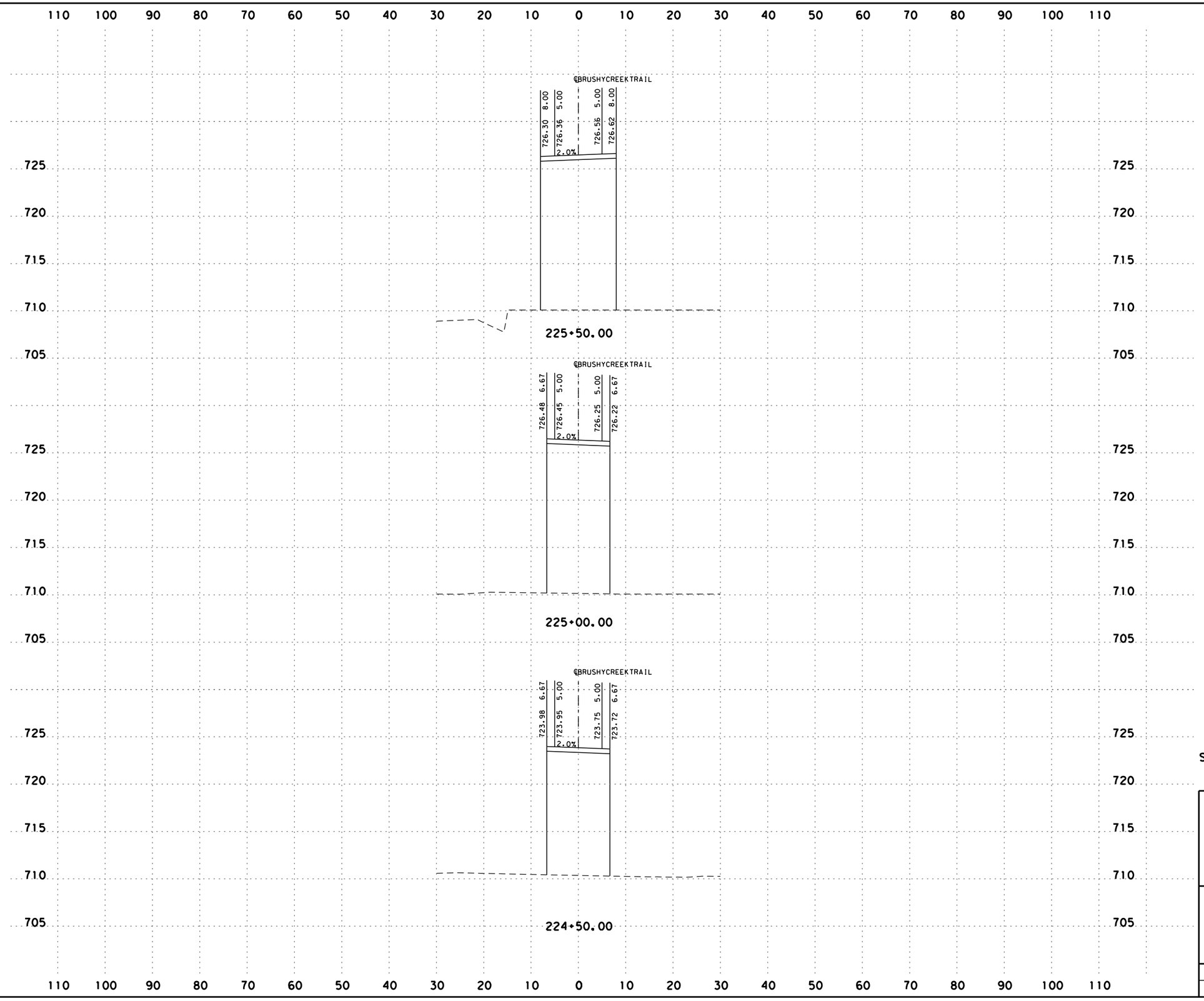

THE LOCATION OF EXISTING UTILITIES SHOWN ARE TAKEN FROM THE BEST INFORMATION AVAILABLE. THEY ARE NOT GUARANTEED TO BE ACCURATE AND MUST BE VERIFIED BY CONTRACTOR PRIOR TO THE START OF CONSTRUCTION.

SCALE: H: 1"= 20'
V: 1"= 10'

PAPE-DAWSON ENGINEERS
AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS
7800 SHOAL CREEK BLVD, STE 220 W I AUSTIN, TX 78757 I 512.454.8711
TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

BRUSHY CREEK TRAIL
CROSS SECTIONS

SHEET 8 OF 26

90% SUBMITTAL	PROJECT NO.: 50867-01			DATE: 8/1/2018
DRWN.BY: MG	DSGN.BY: HM	CHKD.BY: HM		SHEET NO.: 107

Plotted on: 8/1/2018
Design Filename: H:\projects\508\67\00\design\Civil\GeoPak\5086700XS_Sheets.dgn

Plotted on: 8/1/2018

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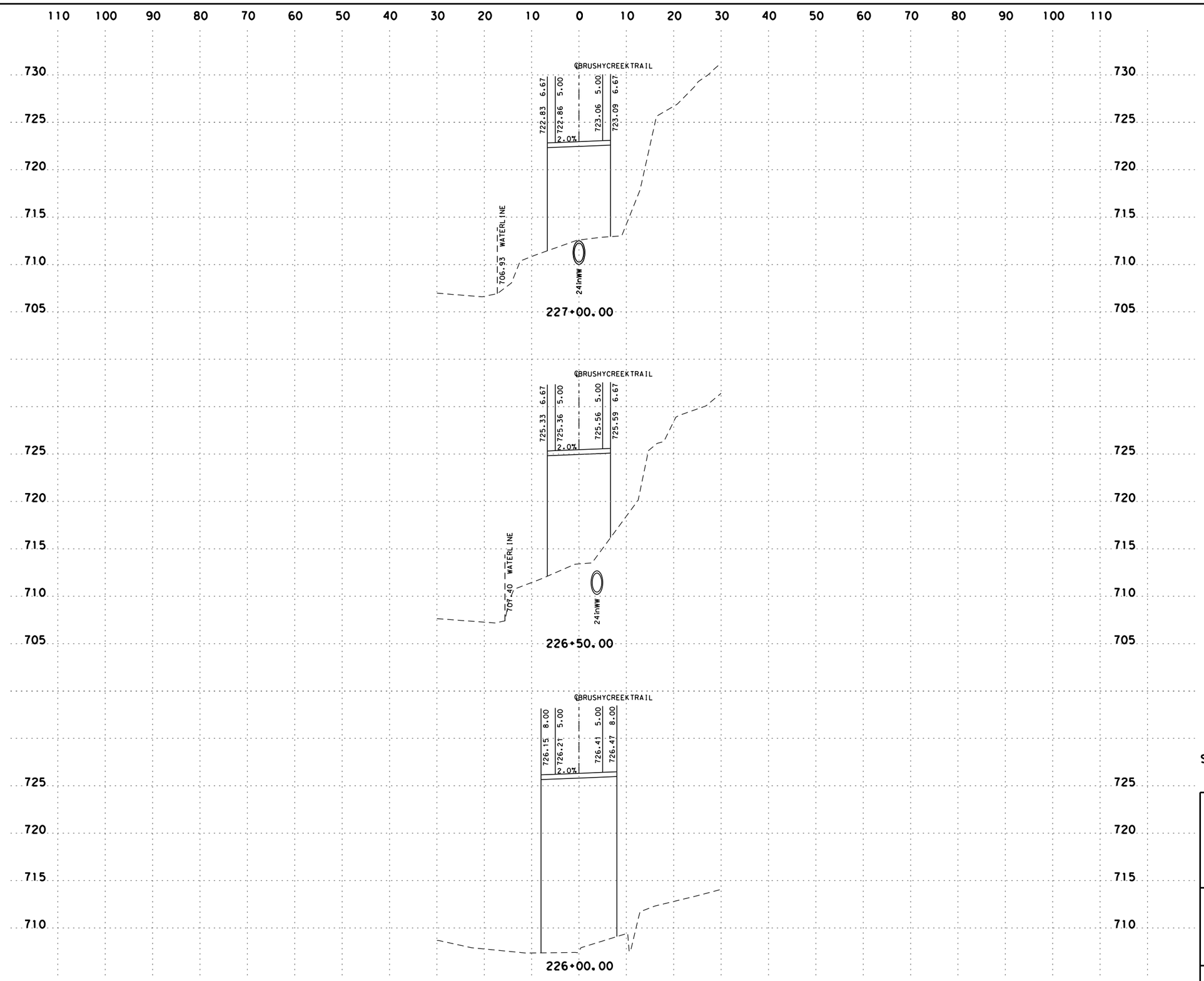

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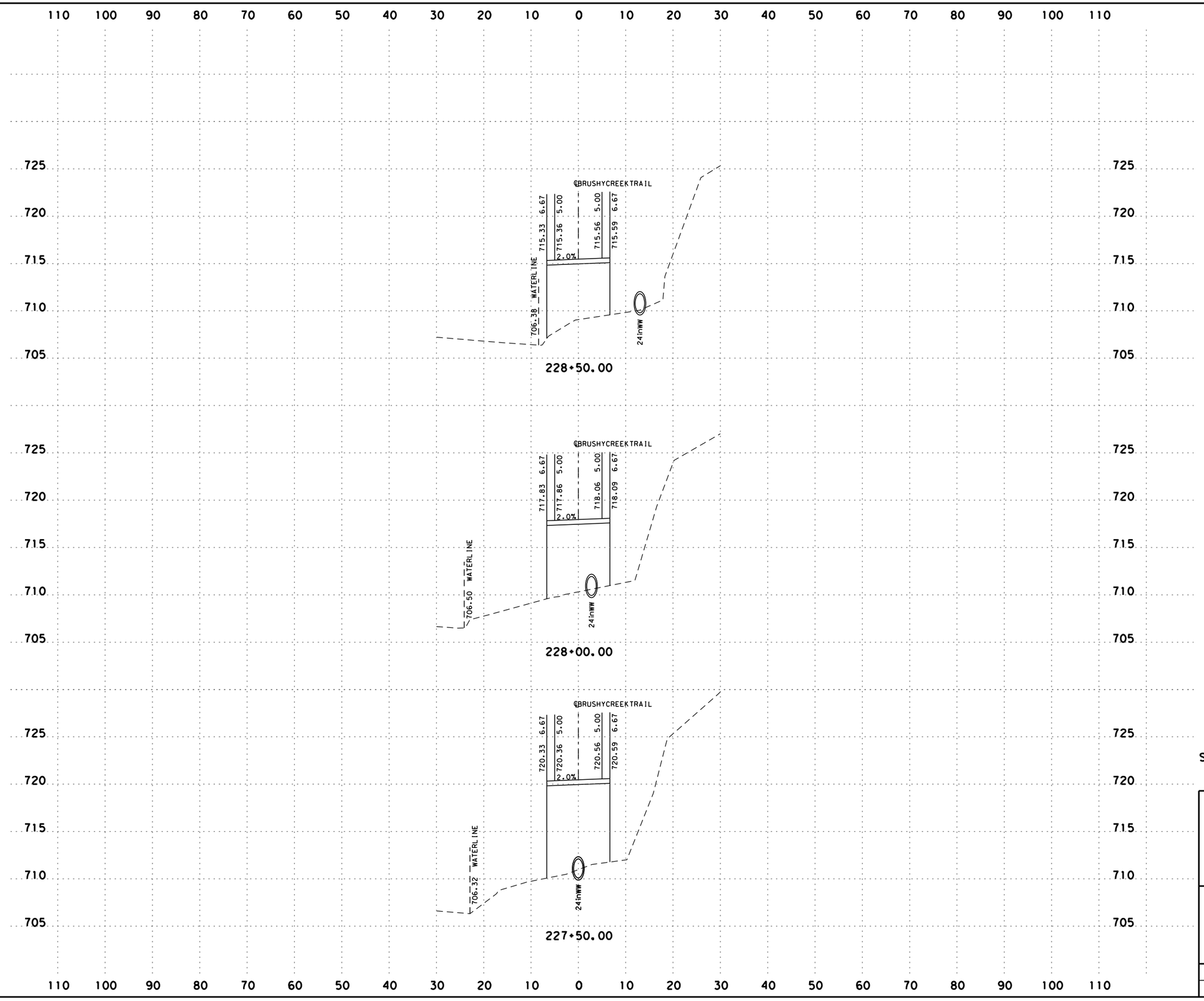
7800 SHOAL CREEK BLVD, STE 220 W I AUSTIN, TX 78757 I 512.454.8711
TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

BRUSHY CREEK TRAIL
CROSS SECTIONS

90% SUBMITTAL	PROJECT NO.: 50867-01			DATE: 8/1/2018
DRWN.BY: MG	DSGN.BY: HM	CHKD.BY: HM		SHEET NO.: 108

Plotted on: 8/1/2018

Design Filename: H:\projects\508\67\00\design\Civil\GeoPak\5086700XS_Sheets.dgn



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BRUSHY CREEK TRAIL
CROSS SECTIONS

SHEET 10 OF 26

90% SUBMITTAL	PROJECT NO.: 50867-01			DATE: 8/1/2018
DRWN.BY: MG	DSGN.BY: HM	CHKD.BY: HM		SHEET NO.: 109

Plotted on: 8/1/2018

Design Filename: H:\projects\508\67\00\design\Civil\GeoPak\5086700XS_Sheets.dgn

110 100 90 80 70 60 50 40 30 20 10 0 10 20 30 40 50 60 70 80 90 100 110

725 720 715 710 705

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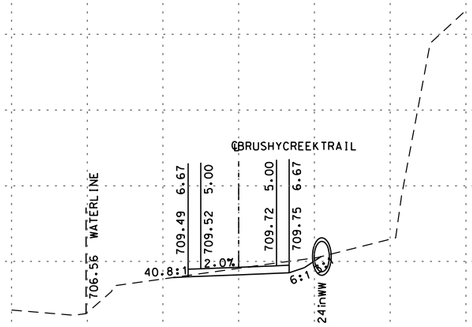
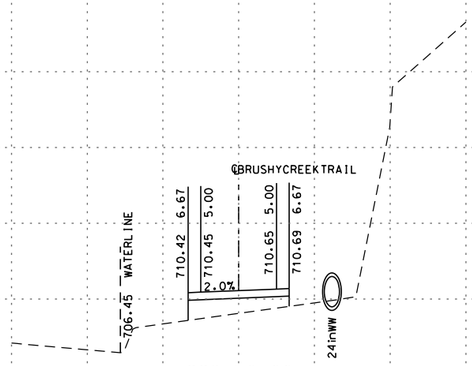
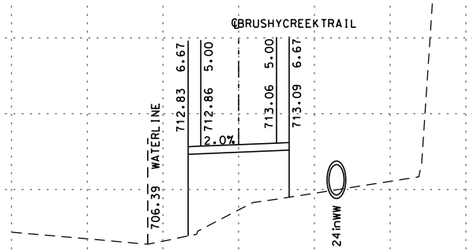


230+00.00



229+50.00



229+00.00

SCALE: H: 1"= 20'
V: 1"= 10'

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BRUSHY CREEK TRAIL
CROSS SECTIONS

SHEET 11 OF 26

90% SUBMITTAL	PROJECT NO.: 50867-01			DATE: 8/1/2018
DRWN.BY: MG	DSGN.BY: HM	CHKD.BY: HM		SHEET NO.: 110

Plotted on: 8/1/2018

Design Filename: H:\projects\508\67\00\design\Civil\GeoPak\5086700XS_Sheets.dgn

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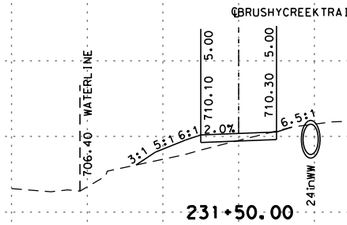
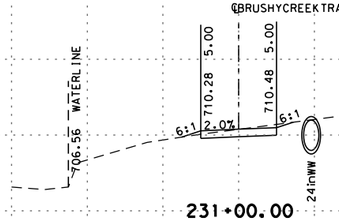
720
715
710
705



231+50.00



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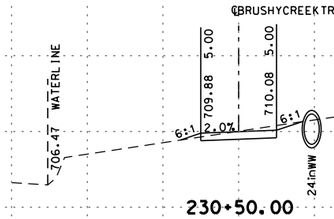

230+50.00

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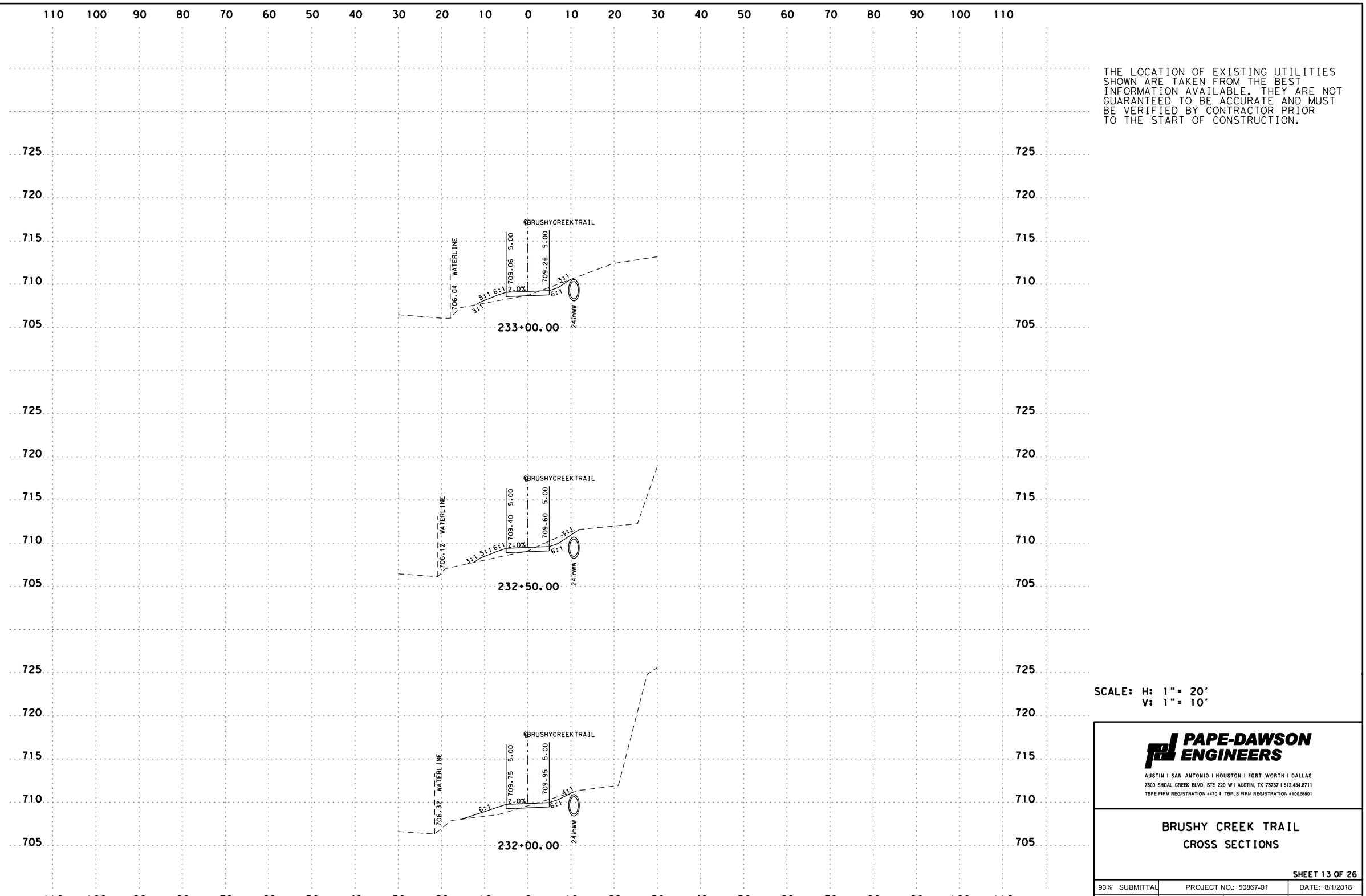
BRUSHY CREEK TRAIL
CROSS SECTIONS

SHEET 12 OF 26

90% SUBMITTAL	PROJECT NO.: 50867-01			DATE: 8/1/2018
DRWN.BY: MG	DSGN.BY: HM	CHKD.BY: HM		SHEET NO.: 111

Plotted on: 8/1/2018

Design Filename: H:\projects\508\67\00\design\Civil\GeoPak\5086700XS_Sheets.dgn



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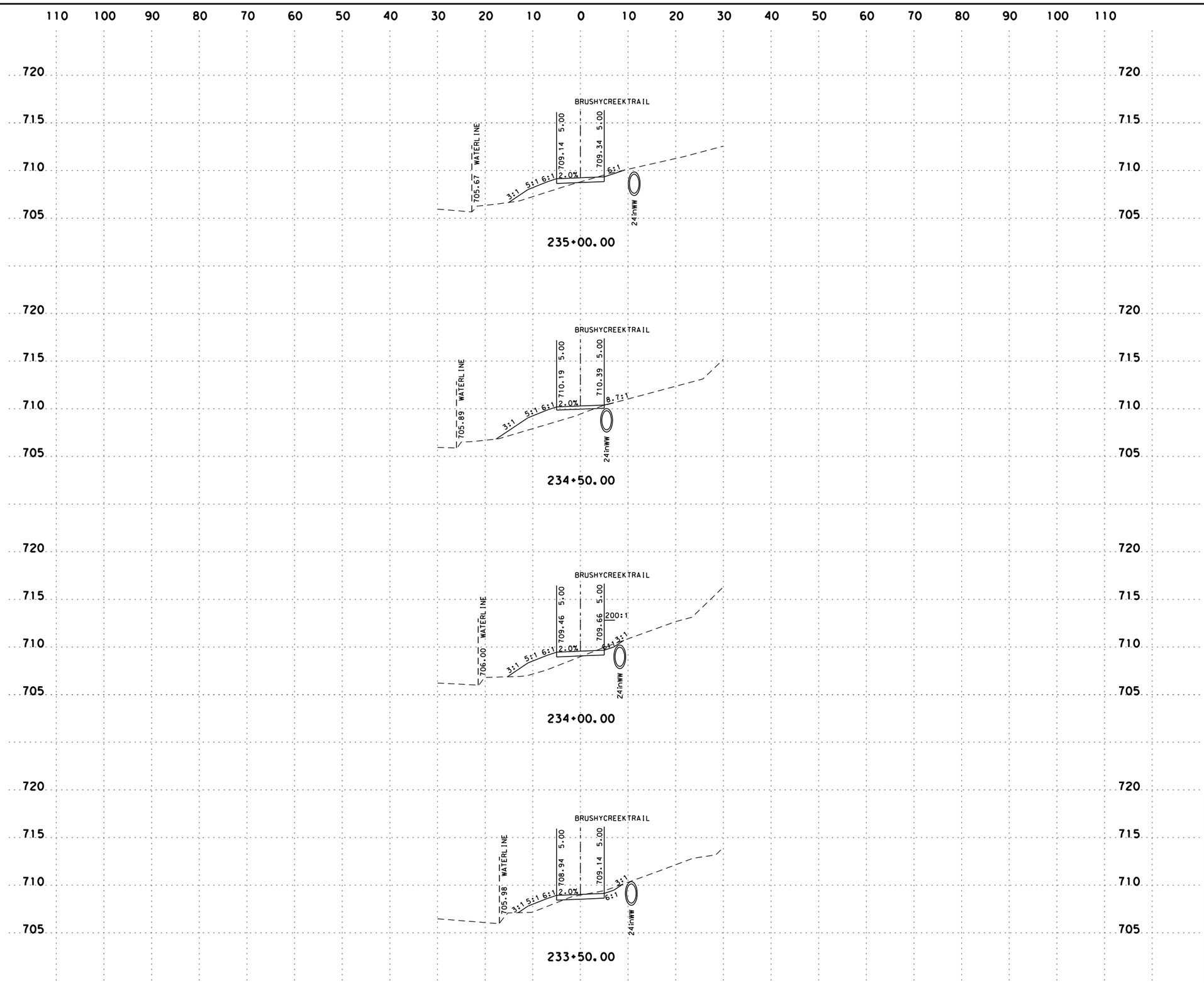
BRUSHY CREEK TRAIL
CROSS SECTIONS

SHEET 13 OF 26

90% SUBMITTAL	PROJECT NO.: 50867-01			DATE: 8/1/2018
DRWN.BY: MG	DSGN.BY: HM	CHKD.BY: HM		SHEET NO.: 112



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BRUSHY CREEK TRAIL
CROSS SECTIONS

90% SUBMITTAL	PROJECT NO.: 50867-01			DATE: 8/1/2018
DRWN.BY: MG	DSGN.BY: HM	CHKD.BY: HM		SHEET NO.: 113

Plotted on: 8/1/2018
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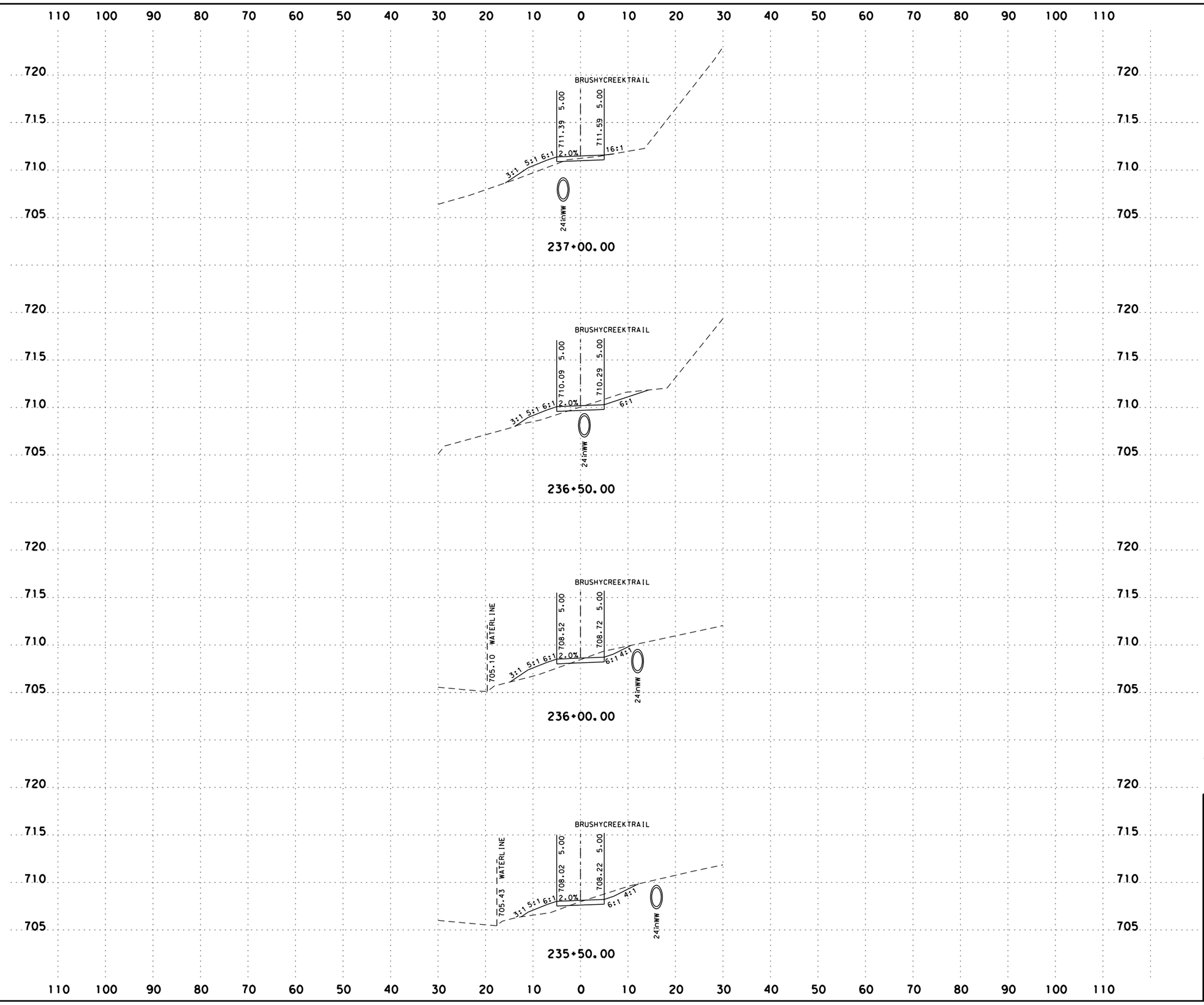

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BRUSHY CREEK TRAIL
CROSS SECTIONS

SHEET 15 OF 26

90% SUBMITTAL	PROJECT NO.: 50867-01			DATE: 8/1/2018
DRWN.BY: MG	DSGN.BY: HM	CHKD.BY: HM		SHEET NO.: 114

Plotted on: 8/1/2018

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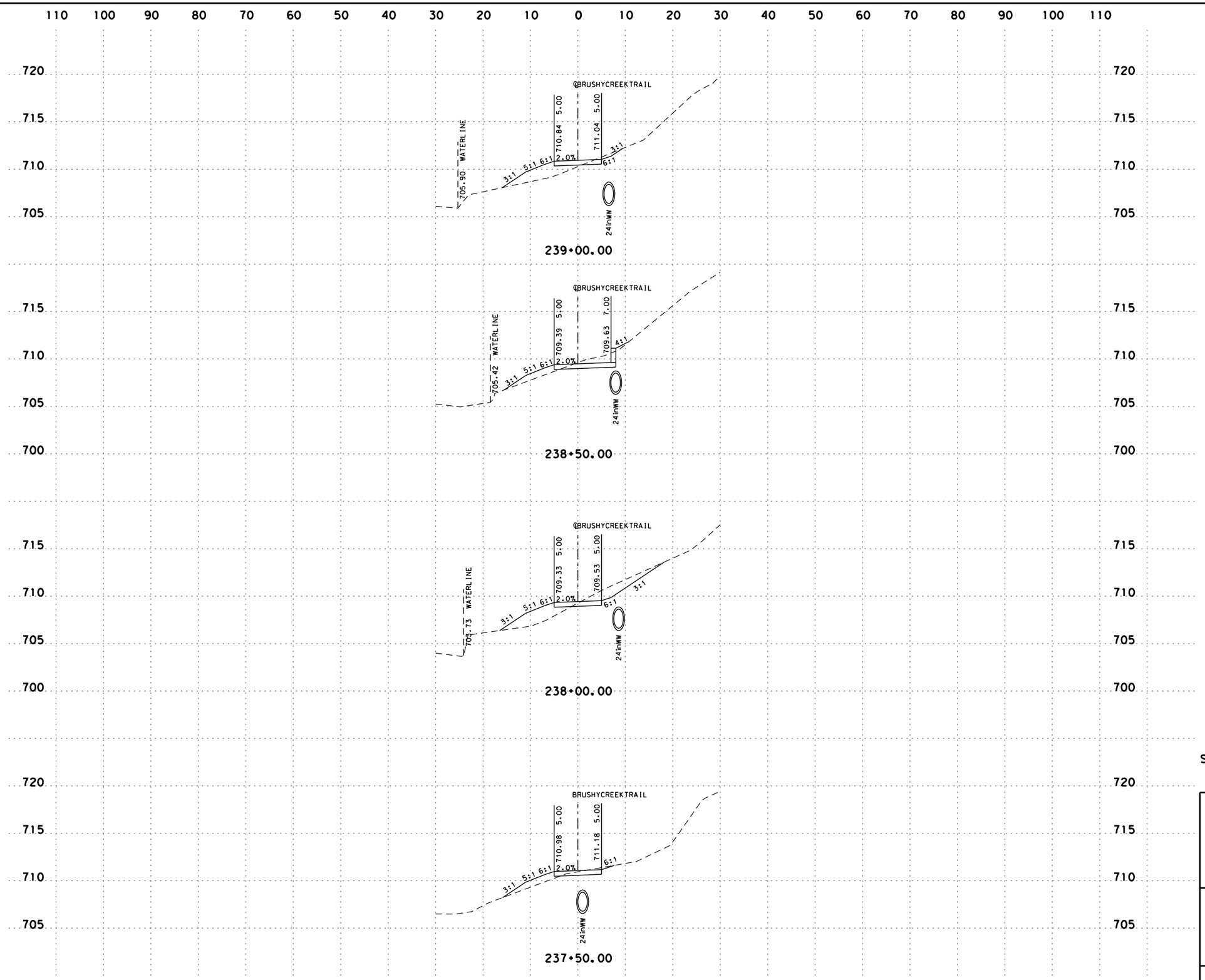

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BRUSHY CREEK TRAIL
CROSS SECTIONS

90% SUBMITTAL	PROJECT NO.: 50867-01			DATE: 8/1/2018
DRWN.BY: MG	DSGN.BY: HM	CHKD.BY: HM		SHEET NO.: 115

Plotted on: 8/1/2018

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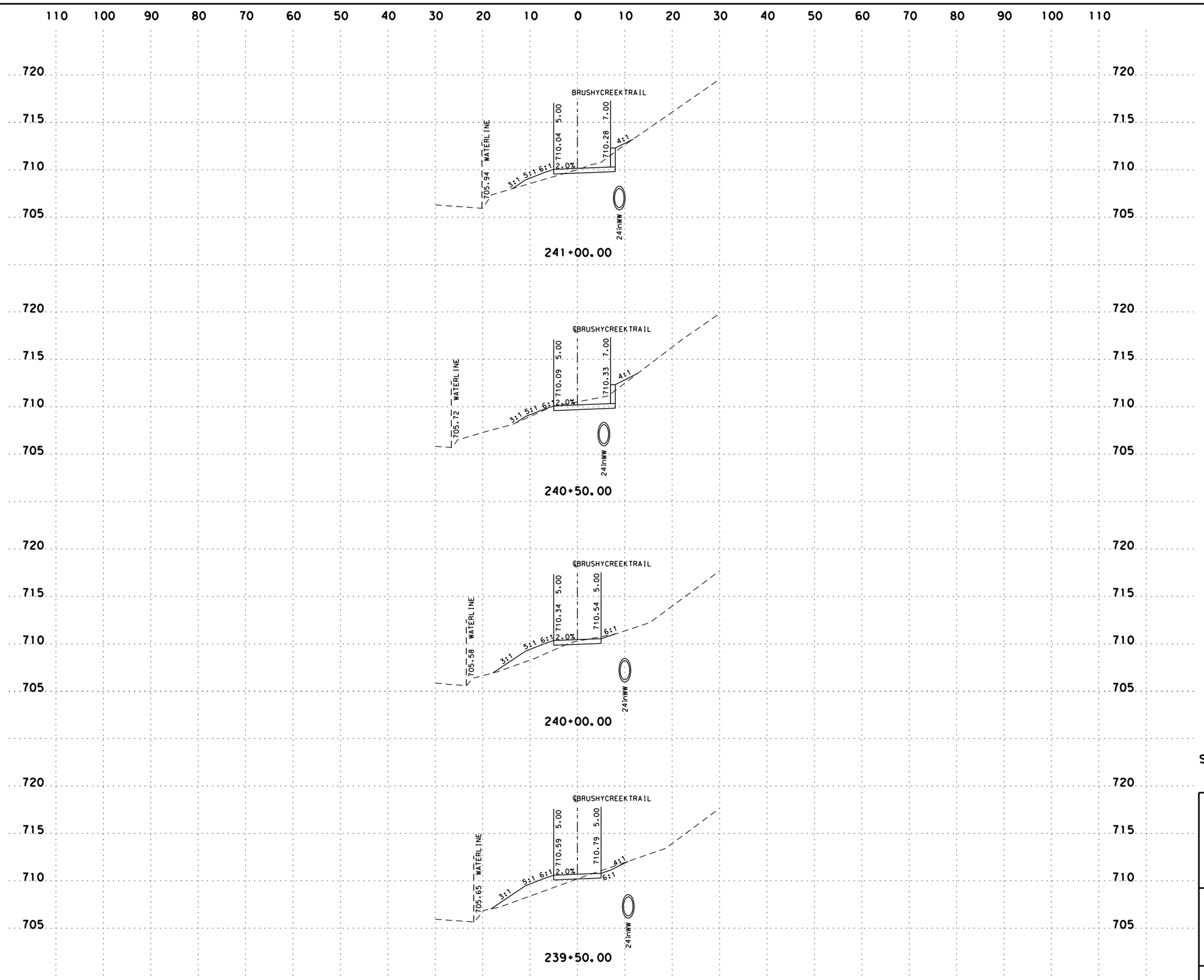

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BRUSHY CREEK TRAIL
CROSS SECTIONS

SHEET 17 OF 26

90% SUBMITTAL	PROJECT NO.: 50867-01			DATE: 8/1/2018
DRWN.BY: MG	DSGN.BY: HM	CHKD.BY: HM		SHEET NO.: 116

Plotted on: 8/1/2018

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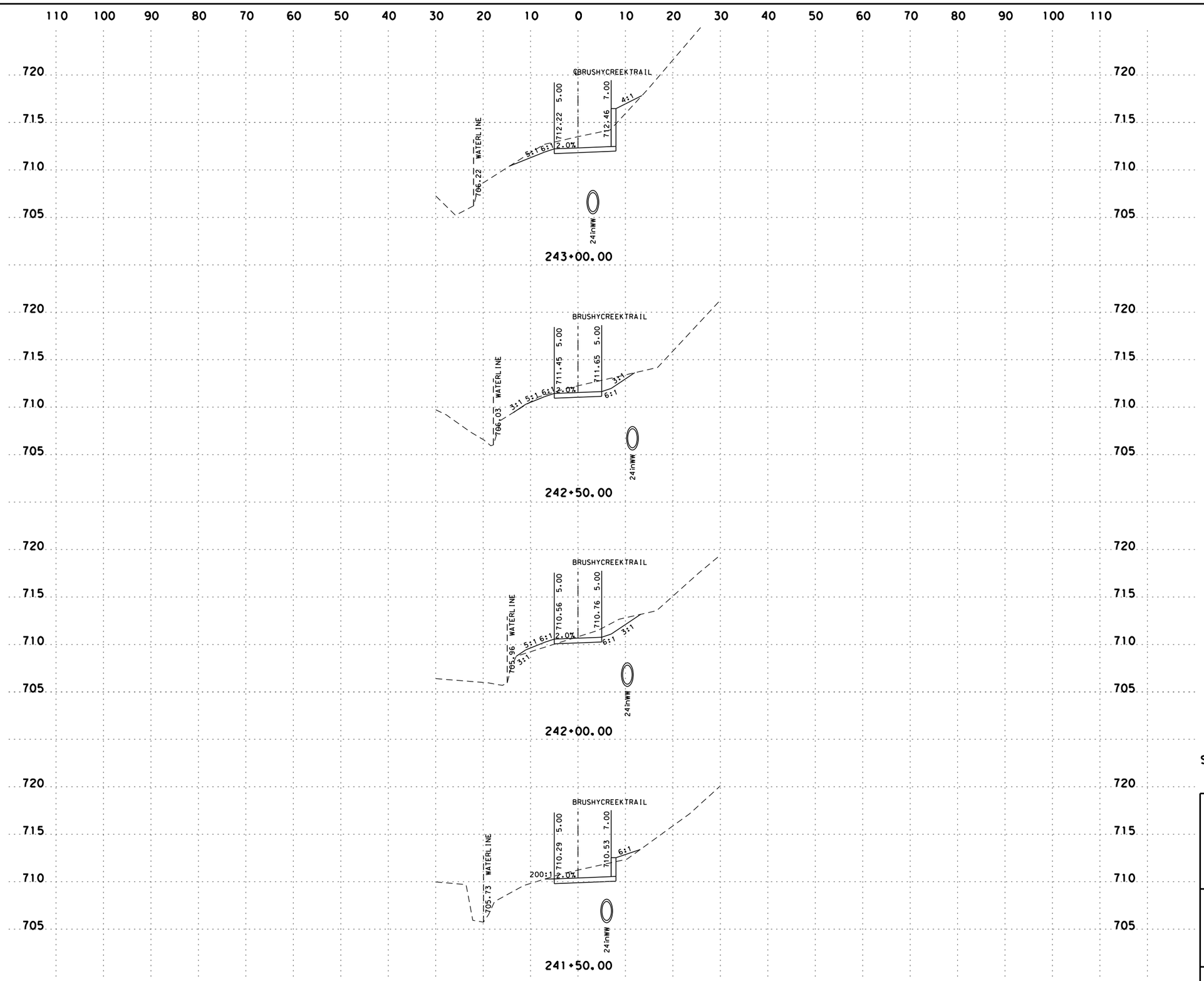

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BRUSHY CREEK TRAIL
CROSS SECTIONS

SHEET 18 OF 26

90% SUBMITTAL	PROJECT NO.: 50867-01			DATE: 8/1/2018
DRWN.BY: MG	DSGN.BY: HM	CHKD.BY: HM		SHEET NO.: 117

Plotted on: 8/1/2018

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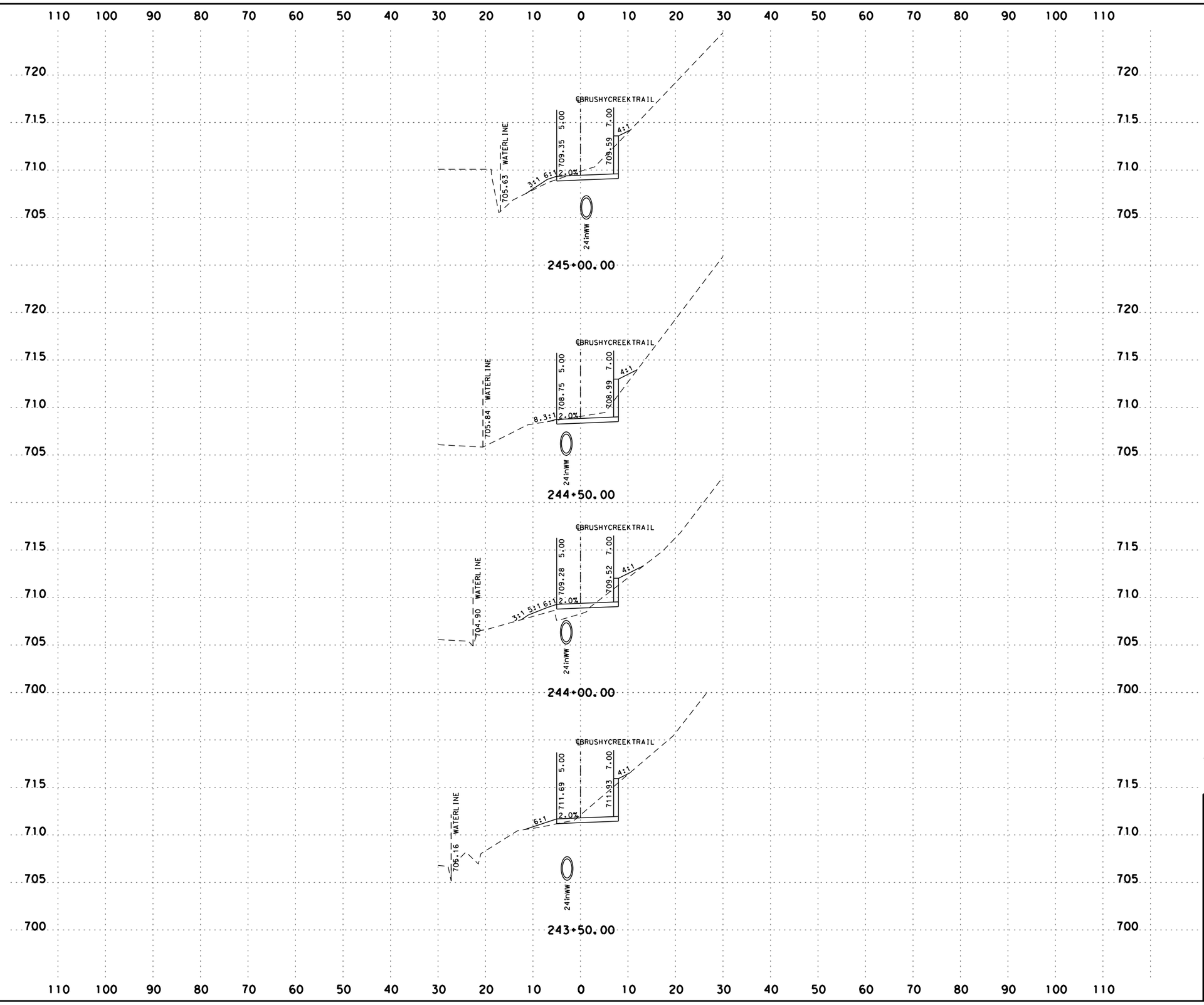

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TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

BRUSHY CREEK TRAIL
CROSS SECTIONS

SHEET 19 OF 26

90% SUBMITTAL	PROJECT NO.: 50867-01			DATE: 8/1/2018
DRWN.BY: MG	DSGN.BY: HM	CHKD.BY: HM		SHEET NO.: 118

Plotted on: 8/1/2018

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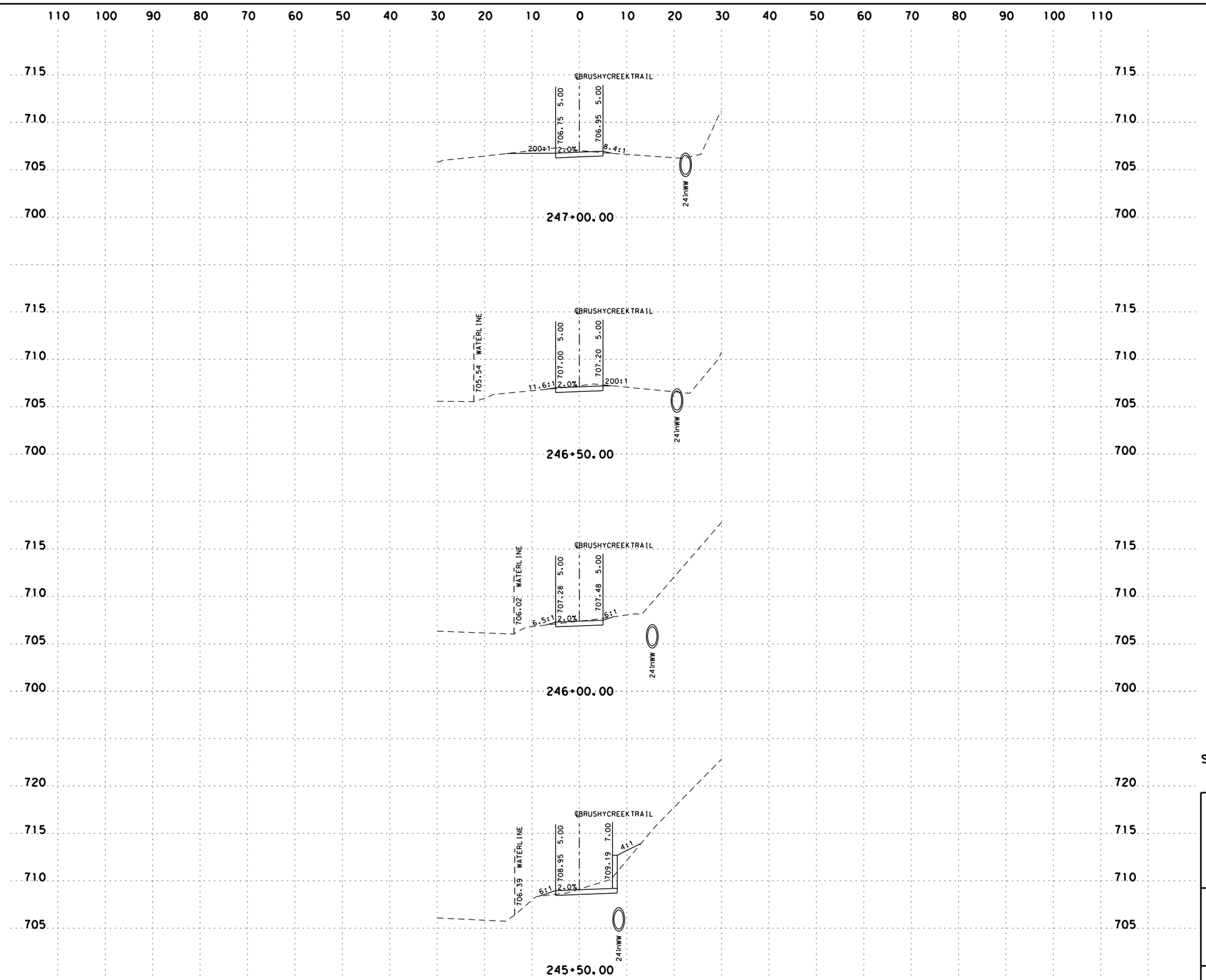

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BRUSHY CREEK TRAIL
CROSS SECTIONS

SHEET 20 OF 26

90% SUBMITTAL	PROJECT NO.: 50867-01			DATE: 8/1/2018
DRWN.BY: MG	DSGN.BY: HM	CHKD.BY: HM		SHEET NO.: 119

Plotted on: 8/1/2018

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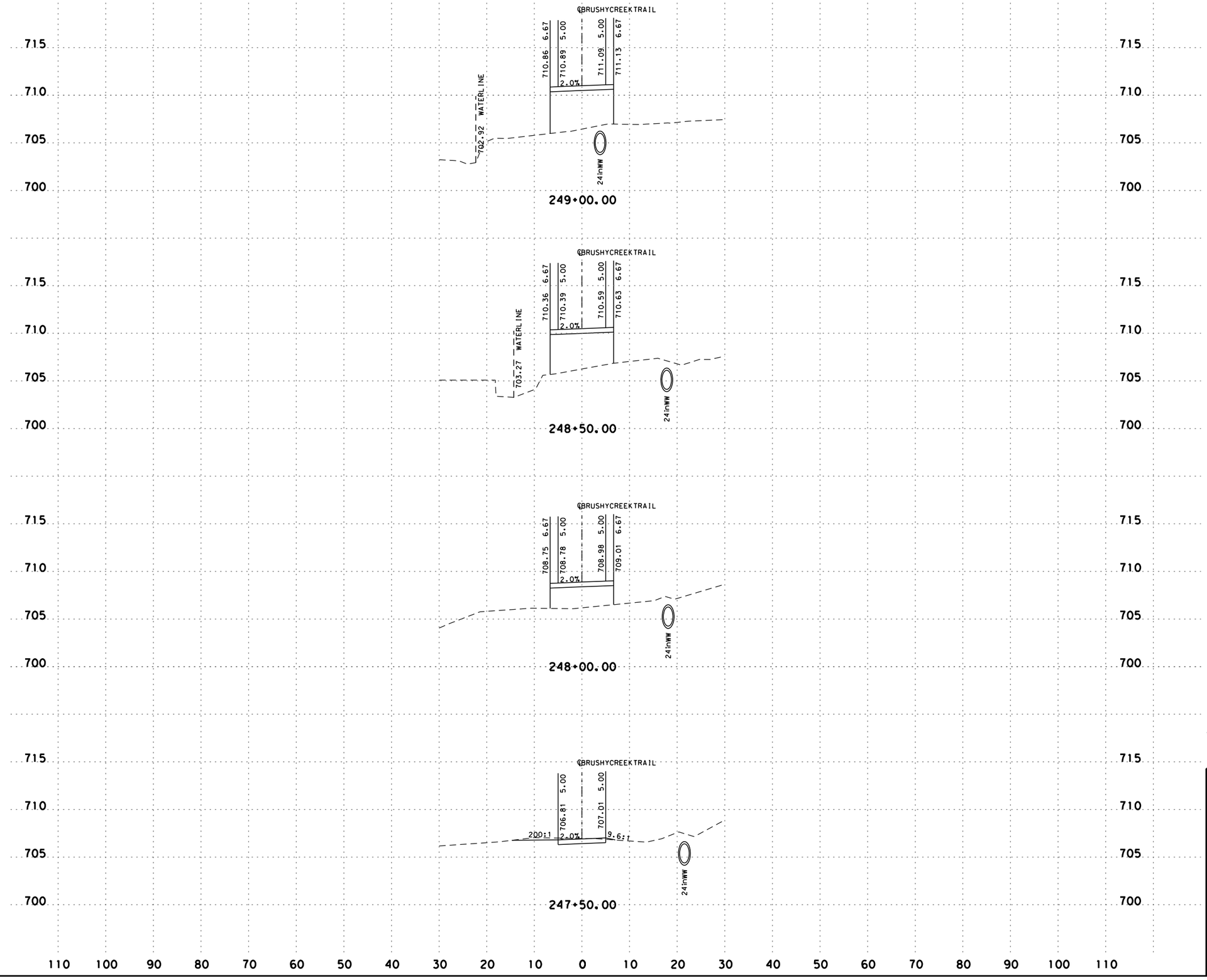

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BRUSHY CREEK TRAIL
CROSS SECTIONS

SHEET 21 OF 26

90% SUBMITTAL	PROJECT NO.: 50867-01			DATE: 8/1/2018
DRWN.BY: MG	DSGN.BY: HM	CHKD.BY: HM		SHEET NO.: 120

Plotted on: 8/1/2018
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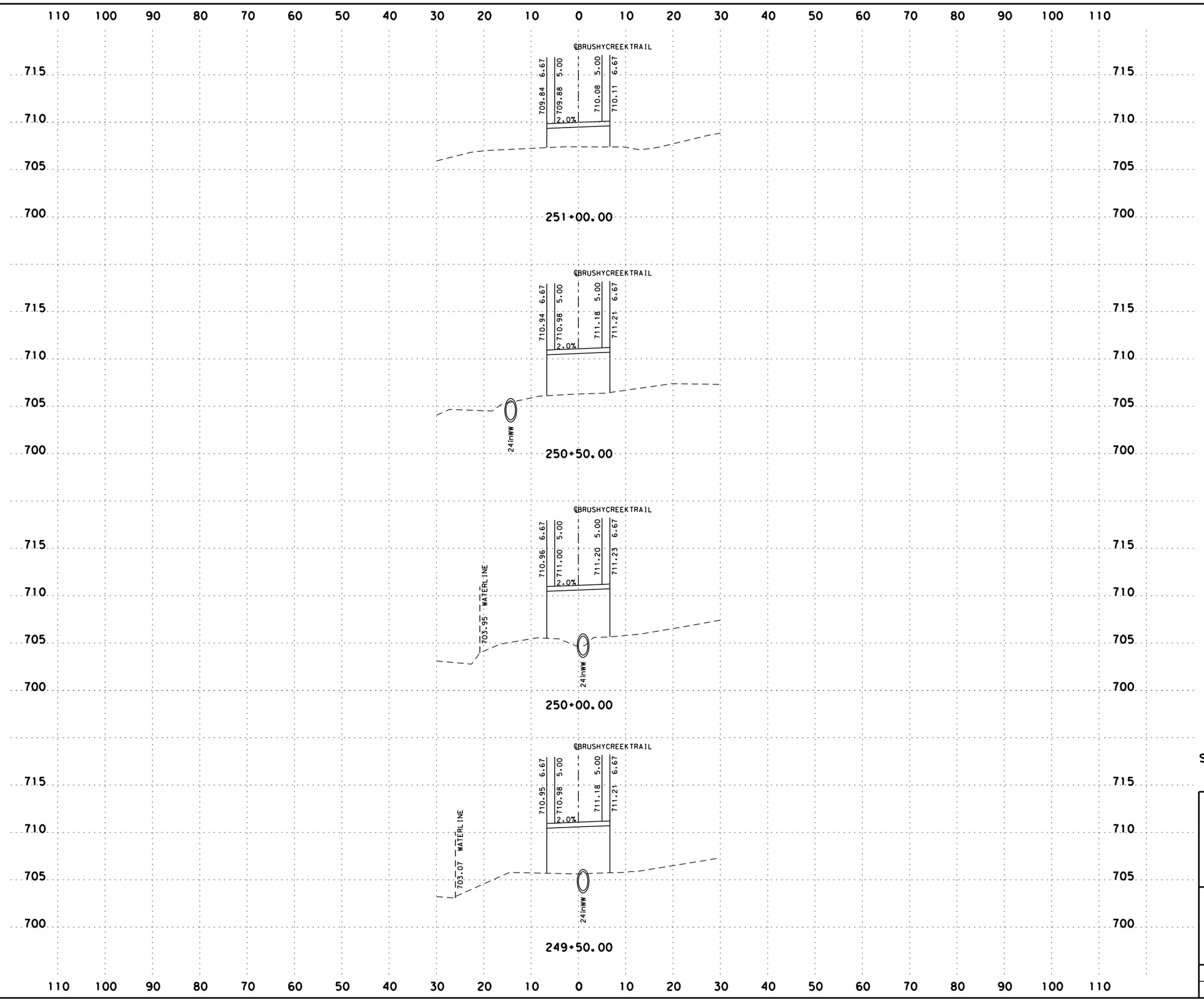

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BRUSHY CREEK TRAIL
CROSS SECTIONS

SHEET 22 OF 26

90% SUBMITTAL	PROJECT NO.: 50867-01			DATE: 8/1/2018
DRWN.BY: MG	DSGN.BY: HM	CHKD.BY: HM		SHEET NO.: 121

Plotted on: 8/1/2018

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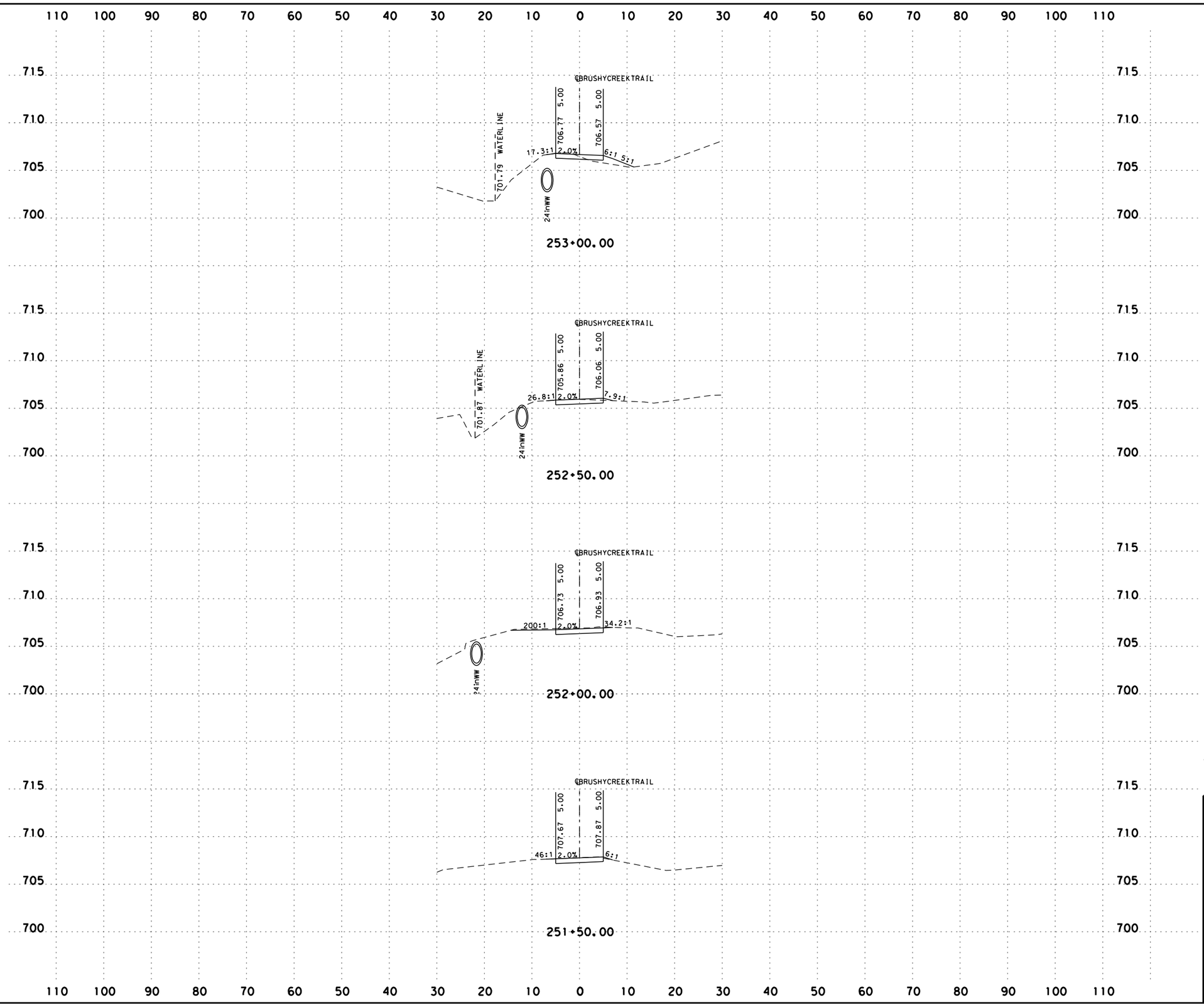

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BRUSHY CREEK TRAIL
CROSS SECTIONS

SHEET 23 OF 26

90% SUBMITTAL	PROJECT NO.: 50867-01			DATE: 8/1/2018
DRWN.BY: MG	DSGN.BY: HM	CHKD.BY: HM		SHEET NO.: 122

Plotted on: 8/1/2018

Design Filename: H:\projects\508\67\00\design\Civil\GeoPak\5086700XS_Sheets.dgn

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BRUSHY CREEK TRAIL
CROSS SECTIONS

SHEET 24 OF 26

90% SUBMITTAL	PROJECT NO.: 50867-01			DATE: 8/1/2018
DRWN.BY: MG	DSGN.BY: HM	CHKD.BY: HM		SHEET NO.: 123

Plotted on: 8/1/2018
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Plotted on: 8/1/2018

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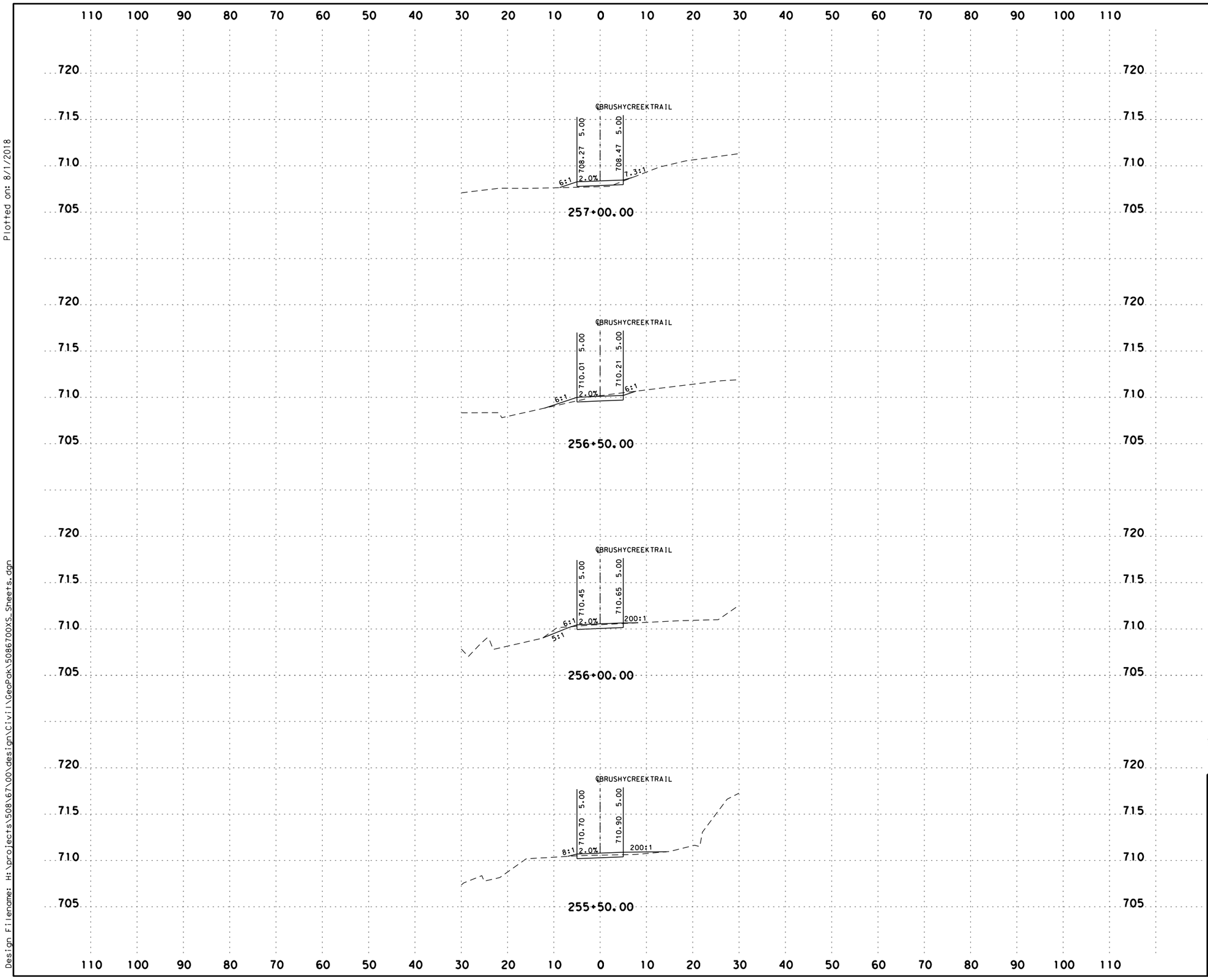

THE LOCATION OF EXISTING UTILITIES SHOWN ARE TAKEN FROM THE BEST INFORMATION AVAILABLE. THEY ARE NOT GUARANTEED TO BE ACCURATE AND MUST BE VERIFIED BY CONTRACTOR PRIOR TO THE START OF CONSTRUCTION.

SCALE: H: 1"= 20'
V: 1"= 10'

PAPE-DAWSON ENGINEERS
AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS
7800 SHOAL CREEK BLVD, STE 220 W I AUSTIN, TX 78757 I 512.454.8711
TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

BRUSHY CREEK TRAIL
CROSS SECTIONS

90% SUBMITTAL	PROJECT NO.: 50867-01			DATE: 8/1/2018
DRWN.BY: MG	DSGN.BY: HM	CHKD.BY: HM		SHEET NO.: 124

Plotted on: 8/1/2018

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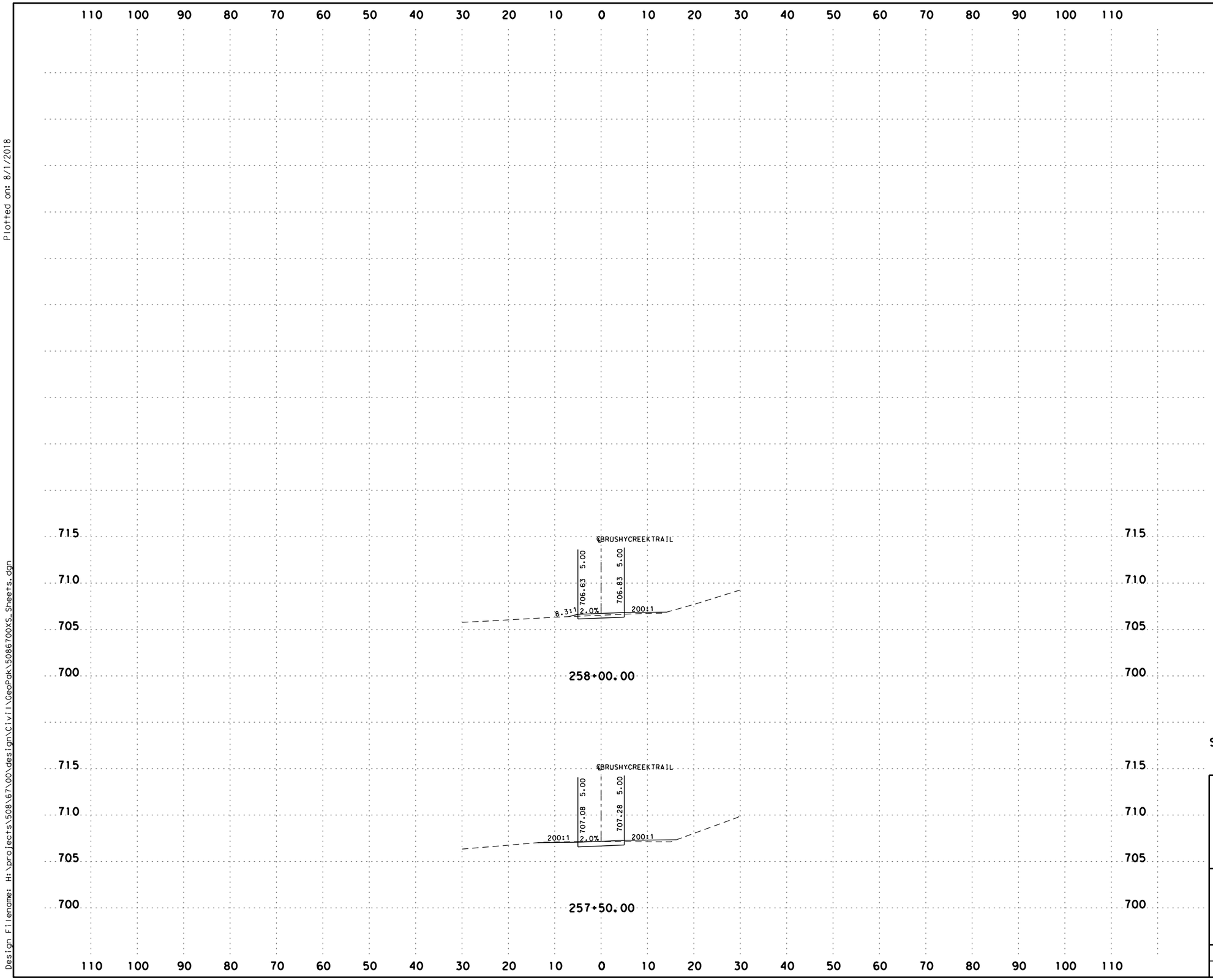

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BRUSHY CREEK TRAIL
CROSS SECTIONS

SHEET 26 OF 26

90% SUBMITTAL	PROJECT NO.: 50867-01			DATE: 8/1/2018
DRWN.BY: MG	DSGN.BY: HM	CHKD.BY: HM		SHEET NO.: 125

Commissioners Court - Regular Session **55.**

Meeting Date: 09/04/2018

Advertisement Approval RFQ 1808-254 On Call Environmental Services

Submitted For: Randy Barker **Submitted By:** Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed statements of qualifications for On-Call Environmental Services under RFQ #1808-254.

Background

Williamson County is seeking qualified firms to provide on-call environmental services. These services will be funded as needed by Williamson County Conservation Foundation Funds.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RFQ Package

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/30/2018 10:30 AM
County Judge Exec Asst.	Wendy Coco	08/30/2018 10:59 AM
Form Started By: Thomas Skiles		Started On: 08/30/2018 07:53 AM
Final Approval Date: 08/30/2018		

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT

SOLICITATION

On Call Environmental Services

QUALIFICATIONS MUST BE RECEIVED ON OR BEFORE:
Sep 28, 2018 3:30:00 PM CDT
QUALIFICATIONS WILL BE PUBLICLY OPENED:
Sep 28, 2018 3:30:00 PM CDT

Notice is hereby given that sealed Qualifications for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive Qualifications. Specifications for this RFQ may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of the Qualifications.

All electronic Qualifications must be submitted via: www.bidsync.com

All interested Respondents are invited to submit a Qualification in accordance with the Instructions and General Requirements, Format, Specifications, and Definitions, Terms and Conditions stated in this RFQ.

Respondents are strongly encouraged to carefully read this entire RFQ.

Electronic Qualifications are requested, however paper qualifications will currently still be received, until further notice and may be mailed or delivered to the address listed below.

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

- ✓ If mailed or delivered in person, Qualifications and Qualification addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the 'Public Announcement and General Information' listed above for this RFQ, to:

Williamson County Purchasing Department

Attn: **RFQ NAME AND NUMBER**
901 South Austin Avenue
Georgetown, Texas 78626

- ✓ Respondents should list the RFQ Number, RFQ Name, Name and Address of Respondent, and the Date of the RFQ opening on the outside of the box or envelope and note "Sealed Qualifications Enclosed."

- ✓ Respondent should submit one (1) original; **AND** one (1) CD **OR** (1) USB copy of the Qualifications.

- ✓ **Williamson County will not accept any Qualifications received after the submittal deadline, and shall return such Qualifications unopened to the Respondent.**

- ✓ Williamson County will not accept any responsibility for Qualifications being delivered by third party carriers.

- ✓ Facsimile transmittals will NOT be accepted.

✓ Qualifications will be opened publicly opened and read aloud in the Williamson Purchasing Department at the time and date indicated above.

✓ All submitted questions with their answers will be posted and updated on www.bidsync.com.

✓ It is the Respondent's responsibility to review all documents in BidSync including any addenda that may have been added after the document packet was originally released and posted.

✓ Any addenda and/or other information relevant to the RFQ will be posted on www.bidsync.com.

✓ The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information.

✓ Williamson County will NOT be responsible for unmarked or improperly marked envelopes.

Bid 1808-254
On Call Environmental Services

Bid Number	1808-254
Bid Title	On Call Environmental Services
Bid Start Date	In Held
Bid End Date	Sep 28, 2018 3:30:00 PM CDT
Question & Answer End Date	Sep 21, 2018 5:00:00 PM CDT
Bid Contact	Blake Skiles Senior Purchasing Specialist 512-**943**-1478 blake.skiles@wilco.org
Contract Duration	**3 years**
Contract Renewal	2 annual renewals
Prices Good for	**365 days**
Bid Comments	**Williamson County is seeking qualified firms to provide on call environmental services**

Item Response Form

Item	**1808-254--01-01 -** Please Attach All Documents To This Line
Quantity	**1 each**

Prices are not requested for this item.

Delivery Location **Williamson County, Texas**

No Location Specified

Qty 1

Description
Please Attach All Documents To This Line

ON CALL PROFESSIONAL ENVIRONMENTAL SERVICES FOR WILLIAMSON COUNTY

Williamson County is soliciting qualifications of environmental services firms interested in providing environmental services for Williamson County projects. Environmental services include but are not limited to:

1. Preparation of environmental clearance documents;
2. Endangered or protected species investigations;
3. Biological or geological investigations related to construction or preservation projects;
4. Advice to Williamson County staff and Commissioners Court on environmental issues;
5. Asbestos or other hazardous materials assessments and abatement.

If entering an electronic bid **in BIDSYNC** (PREFERRED), the following documents MUST be completed and attached to **FIRST LINE ITEM.**

1. A one (1) page transmittal letter that provides an overview of the firm
2. Up to two (2) pages outlining general qualifications of your firm
3. For each office of the company desiring to provide environmental services, provide current organizational charts showing in-house staff that your firm would anticipate using on a County project.
4. A listing or description of relevant environmental services projects. The list is limited to one (1) page.
5. Resumes for staff you choose to submit in support of your qualifications. Include any TXDOT pre-certifications that are appropriate.
6. Conflict of Interest Statement.
7. Debarment and Licensing Certificate.

On # 6 and 7, if filing electronically via BidSync, these are fillable forms to be completed and accepted.

Submittal of RFQ Response – If responding by PAPER HARD COPY

When responding with paper hard copy; (1) original, (2) copies and (1) USB or CD copy should be submitted. The responses should be marked “original” and “copy”. **All copies should have the same attachments as the original**. Please incorporate the least possible amount of plastic/laminate or other non-recyclable binding materials.

Qualifications are to be submitted in a sealed envelope clearly marked **Certification of Environmental Services Firms and include the RFQ number**. If an overnight delivery service is used, the RFQ name and number should be clearly marked on the outside of the delivery service envelope. RFQ responses are to be addressed to:

Williamson County Purchasing Department
Attn: On Call Environmental Services
901 S. Austin Ave.
Georgetown, TX 78626

For purposes of this RFQ, a page is defined to be one (1) side of an 8 ½” x 11” sheet of paper or one page of an 8 1/2"x 11/ sized pdf. Organizational charts may be represented on 11” x 17” paper/pdf.

Evaluation Criteria

The services being solicited by this Request for Qualifications are professional services exempt by action of the Williamson County Commissioners Court under Texas Local Government Code §262.024 (a)(4). All Request for Qualifications received will be evaluated according to the following criteria and weighted values:

Pass/Fail Criteria

All interested firms **must have at least one office located within the State of Texas.** Documentation indicating this must be included in the response.

Criteria	Points
The experience of the firm in providing Environmental services	40%
The experience of the firm staff in providing Environmental services	60%

In addition to the information provided in the Qualifications Submittals, the county may also utilize exclusive/personal knowledge, based on prior history with the firm or staff in the evaluation.

Please be aware that Williamson County also retains the discretion to seek a separate RFQ regardless of the dollar amounts on projects requiring extraordinary care and expertise (e.g., renovation of a historic building or additions to the jail requiring approval of the Texas Commission on Jail Standards or similar state agency regulatory approvals).

By submitting a response to this RFQ, the firm certifies that he/she has fully read and understands the request for qualifications and has knowledge of the scope and quality of the services to be furnished and intends to adhere to the provisions described herein.

Respondent understands and agrees that this RFQ is issued predicated on anticipated requirements for the County and that the County has made no representation, written or oral, that any such requirement be furnished under a Contract arising from this RFQ. Furthermore, Respondent recognizes and understands that any cost borne by the Respondent which arises as a result of submitting a response to this RFQ shall be at the sole risk and responsibility of Respondent.

Questions, clarifications or requests for general information should be directed to the contacts listed below.

Purchasing/Bid Questions

Blake Skiles, CPPM, CPP, CPC
Senior Purchasing Specialist
Williamson County Purchasing Dept.
512/943-1478
blake.skiles@wilco.org

Technical Questions

Gary Boyd
Director, Environmental Programs
Williamson County Conservation Foundation
512/943-1921
gboyd@wilco.org

WILLIAMSON COUNTY
CONTRACT FOR ENVIRONMENTAL SERVICES

FIRM: _____ **("Firm")**
ADDRESS: _____ _____, _____ _____
PROJECT: _____ **("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

RECITALS:

WHEREAS, V.T.C.A., Local Government Code §262.024(a)(4) sets forth that a contract for the purchase of a professional service is exempt from the requirement established by Local Government Code Section 262.023 (Competitive Requirements for Certain Purchases) if the commissioners court by order grants the exemption; and

WHEREAS, in addition to the Williamson County Commissioners Court exempting the Engineering Services subject of this Contract as professional services in accordance with Local Government Code §262.024(a)(4), County conducted a Request for Qualifications process requesting that environmental services firms submit and demonstrate such firm's competence and qualifications in relation to the Engineering Services subject of this Contract;

WHEREAS, Firm submitted its qualifications in response to County's Requests for Qualifications and County selected Firm to be included on the County's approved list of prequalified environmental services firms;

WHEREAS, County and Firm now desire to contract for such professional Environmental Services; and

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

NOW, THEREFORE, WITNESSETH:

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

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

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

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

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

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

A. Non-collusion. Firm warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Firm, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or Firm any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty,

County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

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

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

ARTICLE 3
ENVIRONMENTAL SERVICES

Firm shall perform Environmental Services as identified in **Exhibit B** entitled "Environmental Services."

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

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

ARTICLE 4
CONTRACT TERM

A. Term. The Firm is expected to complete the Environmental Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Firm does not perform the Environmental Services in accordance

with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Environmental Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Environmental Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Firm shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Environmental Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

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

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

ARTICLE 5
COMPENSATION AND EXPENSES

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

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

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

the Environmental Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

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

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

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

ARTICLE 6
METHOD OF PAYMENT

Payments to Firm shall be made while Environmental Services are in progress. A monthly progress report, as referenced in Article 5 above (in a form acceptable to the County), shall be submitted to Williamson County Department of Infrastructure, to the attention of the Sr. Director of Infrastructure. Such progress report shall provide a summary of the work accomplished during the billing period for each Work Authorization task with an estimated percentage of completion for the task.

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

Payments shall be made by County based upon Environmental Services actually provided and performed.[a] Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Environmental Services performed. Firm has the responsibility to submit proof to

[a] *See also*, Art. 32(P) "Termination of Work Authorization".

County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

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

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

ARTICLE 7
PROMPT PAYMENT POLICY

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

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

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

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

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

D. The invoice is not submitted to Williamson County [b] in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

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

ARTICLE 8
COMMENCEMENT OF ENVIRONMENTAL SERVICES

The Firm shall not proceed with any task of the Environmental Services until Firm has

[b] *See* Art. 6, *supra.*

been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Environmental Services. The County shall not be responsible for work performed or costs incurred by Firm related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Firm shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

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

Williamson County Dept. of Infrastructure
Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

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

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

_____
_____
_____
_____, _____ _____

Firm shall have the right, from time to time, to change the Firm's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Firm under this Contract, the Firm's Designated Representative may take such action or make such decision or determination or shall notify

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

ARTICLE 10
PROGRESS EVALUATION

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

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

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

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

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

ARTICLE 11
SUSPENSION

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

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

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

ARTICLE 12
ADDITIONAL ENVIRONMENTAL SERVICES

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

ARTICLE 13

CHANGES IN COMPLETED ENVIRONMENTAL SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Environmental Services or parts thereof which involve changes to the original Environmental Services or character of Environmental Services under this Contract, then Firm shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Environmental Services and paid for as specified under Article 12.

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

ARTICLE 14
CONTRACT AMENDMENTS

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

ARTICLE 15
USE OF DOCUMENTS

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

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

Upon execution of this Contract, Firm grants to County permission to reproduce Firm's work and documents for purposes of constructing, using and maintaining the Project, provided that

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

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

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

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

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

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

ARTICLE 17

SUBCONTRACTING

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

ARTICLE 18
REVIEW OF ENVIRONMENTAL SERVICES

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

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

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

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

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

D. Errors and Omissions. After Final Approval, Firm shall, without additional compensation, perform any work required as a result of Firm's development of the work which is found to be in error or omission due to Firm's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Environmental Services.

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

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

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

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

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

A. By mutual agreement and consent, in writing, of both parties.

B. By County, by notice in writing to Firm, as a consequence of failure by Firm to perform the Environmental Services set forth herein in a satisfactory manner.

C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

D. By County, for reasons of its own and not subject to the mutual consent of Firm, upon not less than thirty (30) days' written notice to Firm.

E. By satisfactory completion of all Environmental Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Firm. In determining the value of the Environmental Services performed by Firm prior to termination, County shall be the sole judge. Compensation for Environmental Services at termination will be based on a percentage of the Environmental Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Firm defaults in the performance of this Contract or if County terminates this Contract

for fault on the part of Firm, then County shall give consideration to the actual costs incurred by Firm in performing the Environmental Services to the date of default, the amount of Environmental Services required which was satisfactorily completed to date of default, the value of the Environmental Services which are usable to County, the cost to County of employing another firm to complete the Environmental Services required and the time required to do so, and other factors which affect the value to County of the Environmental Services performed at the time of default.

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

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

ARTICLE 21
COMPLIANCE WITH LAWS

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

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

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

ARTICLE 22
INDEMNIFICATION

THE FIRM AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY THE FIRM, THE FIRM'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH THE

FIRM INCLUDING, WITHOUT LIMITATION, THE FIRM'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH THE FIRM EXERCISES CONTROL.

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

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

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

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

ARTICLE 23
FIRM'S RESPONSIBILITIES

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

ARTICLE 24
FIRM'S SEAL

To the extent required by an any applicable laws, acts, rules or regulations pertaining to the types of professional services to be provided by Firm under this Contract, the Firm shall sign, seal and date all appropriate submissions to County.

ARTICLE 25
INSURANCE

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

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

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

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

C. Premiums and Deductible. Firm shall be responsible for payment of premiums for all of the insurance coverages required under this section. Firm further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Firm is responsible hereunder, Firm shall be solely responsible for all deductibles and

self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Firm's insurance must be declared and approved in writing by County in advance.

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

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

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

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

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

Firm shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Firm must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

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

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-

renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

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

With copy to:

Williamson County Dept. of Infrastructure
Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

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

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

ARTICLE 26
COPYRIGHTS

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

ARTICLE 27
SUCCESSORS AND ASSIGNS

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

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

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

ARTICLE 30
FIRM'S ACCOUNTING RECORDS

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

ARTICLE 31
NOTICES

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

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

With copy to: Williamson County Dept. of Infrastructure
Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B

Georgetown, Texas 78626

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

Firm: _____
_____
_____
_____, _____ _____

ARTICLE 32
GENERAL PROVISIONS

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

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

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

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

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Firm are made on the basis of information available to Firm and on

the basis of Firm's experience and qualifications and represents its judgment as an experienced and qualified professional Firm. However, since Firm has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Firm does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Firm prepares.

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

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

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

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

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

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

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information

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

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

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

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

P. Termination of Work Authorization. Should it be determined that the progress in the production of Firm's services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "C", attached hereto, the County shall review the approved Work Authorization with the Firm to determine the corrective action needed, including potential termination of such Work Authorization by Williamson County. Additionally, if an approved Work Authorization has not been completed by the end of the applicable County fiscal year under this contract and the Williamson County Commissioners Court does not provide for funding through its budgetary oversight for the subsequent County fiscal year, Williamson County reserves the right to terminate such Work Authorization at its discretion.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Firm shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30)

days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

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

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

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

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

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

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

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

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

SIGNATORY WARRANTY

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

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

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

Date: _____ ____, 20_____

FIRM

_____

By_____

Printed Name: _____

Title: _____

Date: _____ ____, 20_____

SUBSCRIBED and sworn to before me the undersigned authority by _____the ___ _____ of Firm, on behalf of Firm.

_____
Notary Public in and for the
State of Texas

My commission expires: _____

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Environmental Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

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

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

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

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

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

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

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

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

_____
Name of Firm

_____
Signature of Certifying Official

_____
Printed Name of Certifying Official

_____
Title of Certifying Official

_____ _____, 20___
Date

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

* federal, state, or local

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

_____
Notary Public in and for the
State of Texas

My commission expires: _____

EXHIBIT B

ENVIRONMENTAL SERVICES

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

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

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

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

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

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

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

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

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

EXECUTED this ____ day of _____, 20___.

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

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Firm

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

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

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

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

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

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

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

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

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

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

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

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

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

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

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

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

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

3. Meals

3.1 Meal reimbursements are limited to a maximum of $50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date
7.2.1.2 Destination
7.2.1.3 Purpose
7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

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

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

8. Other Expenses

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

9. Repayment of Nonreimbursable Expense.

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

10. Non-Reimbursable Expenses

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

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental

10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Community outreach items exceeding $2 per item
10.27 Technology Fees
10.28 Sales tax on goods purchased
10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income,other than investment income, from the vendor?

☐ Yes ☐ No

B.Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the directionof the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature is not required if completing in BIDSYNC electronically;

Signature of vendor doing business with the governmental entity

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or anagency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency andthat is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or afamily member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;or

(ii) the local governmental entity is considering entering into a contract with thevendor;

(B) has given to the local government officer or a family member of the officer one or more giftsthat have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed;

or (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that localgovernmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity. (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(2) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmentalentity; or

(B) submits to the local governmental entity an application, response to a request for proposalsor bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(3) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or(C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

DEBARMENT AND LICENSING CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default;
(e) Is registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
(f) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

_____
Name of Firm

_____
Signature of Certifying Official

_____
Printed Name of Certifying Official

_____
Title of Certifying Official

_____ _____, 20___
Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

* federal, state, or local

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

_____
Notary Public in and for the
State of Texas

My commission expires: _____

Question and Answers for Bid #1808-254 - On Call Environmental Services

Overall Bid Questions
There are no questions associated with this bid.

Commissioners Court - Regular Session **56.**

Meeting Date: 09/04/2018

RCI proposal

Submitted For: Randy Barker **Submitted By:** Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a Services Contract for Fixed Asset Management Program and Software (BuyBoard Contract #498-15) between Williamson County and RCI Technologies, Inc. for the amount of $47,000.00 and authorizing execution of the contract.

Background

RCI conducted the Fixed Asset inventory for Williamson County in 2018. This proposal includes an update of on-site inventory of capital assets, cost research and delivery of a functional database. This includes placing a bar code label on each item which has been added since the March 2018 inventory. Each item will be recorded as an individual record, citing description, manufacturer, model, serial number, bar code number, old tag number (if tied to a viable database), building and room location. Funding was approved for the FY2019 budget in line item 01.0100.0494.004100. Inventory will be scheduled for Spring 2019 to allow for reporting by July 1, 2019.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/30/2018 10:41 AM
County Judge Exec Asst.	Wendy Coco	08/30/2018 10:59 AM
Form Started By: Jayme Jasso		Started On: 08/30/2018 09:29 AM
Final Approval Date: 08/30/2018		

12829 Wetmore Road • San Antonio, Texas 78247 • Office: (877) 363-4127 • Fax: (877) 366-0776 • www.rcitech.com • llafield@rcitech.com

August 30, 2018

Randy Barker
Williamson County
710 Main Street
Georgetown, TX 78626

SCAN AND TAG UPDATE
FIXED ASSET MANAGEMENT PROGRAM

Dear Mr. Barker,

RCI offers an Annual Update for our Fixed Asset Management Program (FAMP).

SCAN AND TAG UPDATE

RCI will send a team of specialists to your facilities and place bar codes on all items with a value of $500.00 or more that do not have an existing bar code tag. We will record the new bar coded information (bar code number, description, manufacturer, model, serial number, location, etc.) and enter it into the Fixed Asset Management Program. Our specialists will scan all new and previously bar coded items. This scanned information will be up-loaded into our software, which compares the existing database to the newly scanned data. This allows the system to identify items that were not found during the inventory and/or were not properly entered into the database.

As we proceed through the annual update, the project coordinator will conduct an on-going daily reconciliation to locate items initially showing up as "items not scanned." This effort will reduce the majority of "common-sense" omissions caused by locked doors, items missed in the scanning process, etc. We include the RCI reconciliation in your pricing proposal and it will reduce the number of assets that will require additional research upon completion of the project. Please note that remaining items in the "items not scanned" report will need to be researched by your staff.

Sincerely,

Linda LaField

Linda LaField
Account Manager

12829 Wetmore Road • San Antonio, Texas 78247 • Office: (877) 363-4127 • Fax: (877) 366-0776 • www.rcitech.com • llafield@rcitech.com

ACCEPTANCE OF FIXED ASSET ANNUAL UPDATE

PROPOSAL DATED: AUGUST 30, 2018

The annual update for Williamson County will be as follows:

[ ] Scan and Tag Update @ **$47,000.00**
[ ] 2 Day On-site training @ a rate of **$1,800.00 and $500.00** for each additional day desired on the same trip.

RCI will require a payment of **$32,900.00** at the end of the on-site portion of the project with the remainder due upon the delivery of the updated software program.

Organization Name Williamson County State TX

Your Name Randy Barker Title Purchasing Director

Acceptance Signature _____ Date _____

Phone Number (512) 943-1555 Purchase Order # _____

Preferred Dates: _____

E-mail Address randy.barker@wilco.org

BuyBoard Cooperative Purchasing

Proposal No. 498-15

Technology Equipment and Supplies, Software, Telecommunications Products, and Asset Disposal and Recovery

1/1/16 – 12/31/2018

Submitted by Records Consultants, Inc.
12829 Wetmore Road, San Antonio, Texas 78247
(877) 363-4127 Fax (877) 366-0776

Commissioners Court - Regular Session **57.**

Meeting Date: 09/04/2018

Invitation For Bid 1808-256 Ronald Reagan Blvd Turn Lanes Widening at Santa Rita Blvd

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 Ronald Reagan Blvd. Turn Lanes Widening at Santa Rita Blvd. under IFB #1808-256

Background

Williamson County is seeking qualified Contractors to provide materials, experienced roadway widening, milling, sealing, overlay, and striping crews and equipment to widen and resurface Ronald Reagan Blvd at Santa Rita Blvd. Estimated time of 30 working days to final completion, with an estimated cost of $350,000.00. The point of contact is Terron Evertson, P.E. and Funding Source: Line Item 3599 will be utilized.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bid Packet for IFB 1808-256

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/30/2018 11:59 AM
County Judge Exec Asst.	Wendy Coco	08/30/2018 02:30 PM
Form Started By: Johnny Grimaldo		Started On: 08/30/2018 10:25 AM
Final Approval Date: 08/30/2018		

Solicitation 1808-256

Ronald Reagan Blvd Turn Lanes Widening at Santa Rita Blvd

Bid Designation: Public

Williamson County, Texas

Bid 1808-256
Ronald Reagan Blvd Turn Lanes Widening at Santa Rita Blvd

Bid Number	1808-256
Bid Title	Ronald Reagan Blvd Turn Lanes Widening at Santa Rita Blvd
Expected Expenditure	**$350,000.00** (This price is expected - not guaranteed)
Bid Start Date	In Held
Bid End Date	Sep 25, 2018 2:00:00 PM CDT
Question & Answer End Date	Sep 19, 2018 3:00:00 PM CDT
Bid Contact	Johnny Grimaldo Purchasing Specialist III 512-**943**-1553 johnny.grimaldo@wilco.org
Contract Duration	**One Time Purchase**
Contract Renewal	Not Applicable
Prices Good for	**365 days**
Pre-Bid Conference	**Sep 13, 2018 10:00:00 AM CDT** **Attendance is optional** **Location: Road and Bridge Dept, 3151 SE Inner Loop, Georgetown, TX 78626**
Bid Comments	**Williamson County is seeking qualified Contractors to provide materials, experienced roadway widening, milling, sealing, overlay, and striping crews and equipment to widen and resurface Ronald Reagan Blvd at Santa Rita Blvd.**

Item Response Form

Item	**1808-256--01-01 -** Total Bid Price
Quantity	**1 each**
Unit Price	
Delivery Location	**Williamson County, Texas** No Location Specified **Qty** 1 **Expected Expenditure** $350,000.00

Description
Total Bid Price

Item	**1808-256--01-02 -** Please attach all documents to this line
Quantity	**1 each**

Prices are not requested for this item.

Delivery Location	**Williamson County, Texas**

No Location Specified

Qty 1

Description
Please attach all Documents to this line

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICITATION 1808-256
Ronald Reagan Blvd Turn Lanes Widening at Santa Rita Blvd

BIDS MUST BE RECEIVED ON OR BEFORE:
Sep 25, 2018 2:00:00 PM CDT

BIDS WILL BE PUBLICLY OPENED:
Sep 25, 2018 2:00:00 PM CDT

Notice is hereby given that sealed Bids for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive bids. Specifications for this IFB may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of this Bid.

All electronic bids must be submitted via: www.bidsync.com

Electronic bids are requested, however paper bids will currently still be received, until further notice and may be mailed or delivered to the address listed below.

Bidders are strongly encouraged to carefully read this entire IFB.

All interested Bidders are invited to submit a Bid in accordance with the Instructions and General Requirements, Bid Format, Bid Specifications, and Definitions, Terms and Conditions stated in this IFB.

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.

General Information:

- If mailed or delivered in person, Bids and Bid addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed above for this IFB, to:

  Williamson County Purchasing Department
  Attn: **BID NAME AND NUMBER**
  901 South Austin Avenue
  Georgetown, Texas 78626

  - Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
  - Bidder should submit one (1) original.
  - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
  - Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
  - Facsimile transmittals will NOT be accepted.

- Bids will be opened publicly in a manner; however, to avoid public disclosure of contents only the names and of Bidders and prices will be read aloud.

- All submitted questions with their answers will be posted and updated on www.bidsync.com.

- It is the Bidder's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.

  - Any Addenda and/or other information relevant to the IFB will be posted on www.bidsync.com.

  - The Williamson County Purchasing Department takes no responsibility to ensure any interested Bidder has obtained any outstanding addenda or additional information.

Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

Reference 1

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 2

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 3

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person doing business with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**

4 **Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ
Page 2

5 **Name of local government officer with whom filer has affiliation or business relationship.**
(Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

6. Describe any other affiliation or business relationship that might cause conflict of interest:

7

Signature of person doing business with the governmental entity	Date

Signature not required if completing in BIDSYNC electronically.

DEBARMENT AND LICENSING CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
(d) Have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default;
(e) Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
(f) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Name of Firm

Signature of Certifying Official | Title of Certifying Official

Printed Name of Certifying Official | Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by

on this the day of , 20 , on behalf of said Firm.

Notary Public in and for the State of Texas

My commission expires:

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income,other than investment income, from the vendor?

☐ Yes ☐ No

B.Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the directionof the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature is not required if completing in BIDSYNC electronically;

Signature of vendor doing business with the governmental entity

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or anagency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency andthat is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or afamily member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;or

(ii) the local governmental entity is considering entering into a contract with thevendor;

(B) has given to the local government officer or a family member of the officer one or more giftsthat have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed;

or (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that localgovernmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity. (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(2) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmentalentity; or

(B) submits to the local governmental entity an application, response to a request for proposalsor bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(3) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or(C) of a family relationship with a local government officer.

BID AFFIDAVIT

This form must be completed, signed, notarized and returned with Bid package

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

The undersigned certifies that the IFB and the Bidder's Bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB.

I hereby certify that the foregoing Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon."

Name of Bidder:	
Address of Bidder:	
Email:	
Telephone:	
Printed Name of Person Submitting Affidavit:	
Signature of Person Submitting Affidavit:	

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Bid will in no way have a negative impact on the County's evaluation of the Bid.

☐	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
☐	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Bidder agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared _____ (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, _____, (*Name of Signer*) am a duly authorized officer of/agent for _____ (*Name of Bidder*) and have been duly authorized to execute the foregoing on behalf of the said _____ (*Name of Bidder*).

SUBSCRIBED AND SWORN to before me by the above-named _____

on this the _____ day of _____, 20_____.

_____

Notary Public in and for

The State of _____

The County of _____

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Williamson County – Invitation for Bid (IFB)

SECTION 1 - DEFINITIONS

Addendum/Addenda – means any written or graphic instruments issued by the County prior to the consideration of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.

Agreement/Ensuing Agreement(s) – means the Successful Bidder may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the IFB and the Bidder's Bid. Such Ensuing Agreement(s) shall contain the Bid specifications, terms and conditions that are derived from the IFB.

Bid Documents – means the Legal Notice, IFB including attachments, and any Addenda issued by the County prior to the consideration of any Bids.

Bid – means the completed and signed bid form, (sometimes referred to as the Price Sheet), and ALL required forms and documentation listed in the IFB package which have been submitted in accordance with the terms and conditions described in the IFB package. A Bid submitted in accordance with this IFB is irrevocable during the specified period for evaluation and acceptance of Bids unless a waiver is obtained from the Williamson County Purchasing Agent.

Bidder – means a person or entity who submits a Bid in response to this IFB.

Contract – means this IFB and the Bid of the Successful Bidder shall become a Contract between the Successful Bidder and the County once the Successful Bidder's Bid is properly accepted by the Williamson County Commissioners Court.

Commissioner's Court – means the Williamson County Commissioners Court.

County – means Williamson County, a political subdivision of the State of Texas.

Invitation for Bid (IFB) – means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Bidder – means the liable Bidder to whom the County intends to award the Contract.

SECTION 2 - BID FORMAT AND SUBMISSION

2.1 ORGANIZATION OF BID CONTENTS FOR SUBMITTAL

Each Bid should be organized and items submitted in the order described below:

A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.

B. Price Sheet.

C. Conflict of Interest Questionnaire. Please see Section 2.2, Conflict of Interest, for more information in regards to this. Please note that even if you deem there to be no Conflict of Interest, this signed questionnaire must be included in your package.

D. References. Please see Section 3.15, References, for more information.

E. Bid Affidavit.

F. Form 1295. Please see Section 2.4, Certificate of Interested Parties – Form 1295.

2.2 CONFLICT OF INTEREST

No public official shall have interest in a Contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, all Bidders are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en US/Default.aspx

Each Bidder must disclose any existing or potential conflict of interest relative to the performance of the requirements of this IFB. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Bidder, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this IFB**. Similarly, any personal or business relationship between the Bidder, the principals, or any affiliate or subcontractor with any employee, or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials may be cause for termination.

The County will decide if an actual or perceived conflict should result in Bid disqualification.

By submitting a Bid in response to this IFB, all Bidders affirm they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a the County public servant or any employee, official or representative of same, in connection with this procurement.

Each Bidder must provide a Conflict of Interest Statement with their Bid Package. Package may be deemed incomplete without this form.

2.3 TRANSMITTAL LETTER

The Bidder should submit a Transmittal Letter that provides the following information:

A. Name and address of individual or business entity submitting the Bid.

B. Name, physical address, email address, business and fax number of the Bidder's principal contact person regarding all contractual matters relating to this IFB.

C. The Bid's Federal Employer Identification Number.

D. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.36, Air Quality for more information.

2.4 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Successful Bidders are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Bidder unless the Bidder submits a disclosure of interested parties to the County at the time the Bidder submits the signed Contract. The law applies only to a Contract of the County on or after January 1, 2016 that either:

A. Requires an action or vote by the Commissioners Court before the Contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding, but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized fun monies, etc.); or
B. Has a value of at least $1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

A. Use the online application to process the required information on Form 1295.

B. Print a copy of the form which will contain a unique certification number.

C. An authorized agent of the Bidder must sign the printed copy of the form.

D. Have the form notarized.

E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the Contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the Contract binds all parties to the Contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.5 ETHICS

The Bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the County.

2.6 BID SUBMITTAL DEADLINE

The Bid is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this IFB package. Contents of each Bid shall be submitted in accordance with this IFB.

2.7 DELIVERY OF BIDS

The County uses BidSync to distribute and receive Bids and proposals. It is preferred that Bids submitted electronically through BidSync; however, Bidders can submit a hard copy.

Refer to www.bidsync.com for further information on how to submit electronically.

If mailed or delivered in person, Bids and Bid Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed in this IFB package, to:

Williamson County Purchasing Department
Attn: **Bid Name and Number**
901 South Austin Avenue
Georgetown, Texas 78626

Also, all Bidders should list their Name and Address, and the Date of the Bid opening on the outside the box or envelope and note "Sealed Bid Enclosed." The County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder. The County will not accept any responsibility for Bids being delivered by third party carriers.

Bids will be opened publically and the names of Bidders and pricing will be read aloud.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Bidders are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this IFB.

General requirements apply to all advertised IFBs; however, these may be superseded, in whole or in part, by the bid specifications, Addenda and modifications issued as a part of this IFB. Be sure your Bid package is complete.

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS IFB

If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, the Bidder shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Bidder fails to notify the County prior to the date and time fixed for submission of Bids of an error or ambiguity in the IFB known to the Bidder, or an error or ambiguity that reasonably should have been known to the Bidder, then the Bidder shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the IFB, no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

All Bidders in receipt of this IFB shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids.

3.4 SIGNATURE OF BIDDER

A. If the Bidder is a Corporation or Limited Liability Company, the legal name of the Corporation Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.

B. If the Bidder is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.

C. If the Bidder is a Limited Partnership, the name of the Limited Partner's General Partner shall provided with the signature of the officer authorized to sign on behalf of the General Partner.

D. If the Bidder is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

3.5 ASSUMED BUSINESS NAME

If the Bidder operates business under an Assumed Business Name, the Bidder must have on file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same.

3.6 BID OBLIGATION

The contents of the IFB, Bid, and any clarification thereof submitted by the Successful Bidder shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

3.7 COMPLIANCE WITH IFB SPECIFICATIONS

It is intended that this IFB describe the requirements and the Bid format in sufficient detail to secure comparable Bids. Failure to comply with all provisions of the IFB may, at the sole discretion of the County, result in disqualification.

3.8 WITHDRAWAL OF BID

The Bidder may withdraw its Bid by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Bidder, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Bidder may submit a new Bid prior to the deadline. Alterations of the Bid in any manner will not be considered if submitted after the deadline. Withdrawal of a Bid after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.9 EVALUATION AND AWARD

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the Bid process) that might affect the County's judgment as to the appropriateness of award to the lowest and best evaluated Bid. This information may be appended to the Bid evaluation process results. Information on a Bidder from reliable sources, and not within the Bidder's Bid, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source.

To ensure the proper and fair evaluation of a solicitation, the County prohibits unsolicited communication initiated by the Bidder to the County Official or Employee evaluating or considering the Bids prior to the time an award has been made. Unsolicited communication may be ground for disqualifying the offending Bidder from consideration or award of the solicitation, or any future solicitation.

Communication between the Bidder and the County will be initiated by the appropriate County Official Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the solicitation.

The County intends to award a Contract to the most responsible and responsive Bidder whose Bid will be most advantageous to the County. In accordance with Texas Government Code and Local Government Code, the County may consider, to the extent allowed by law, the following:

A. Price;
B. The Bidder's experience and reputation;
C. Quality of the Bidder's goods and/or services;
D. The Bidder's safety record;
E. The Bidder's proposed personnel;
F. The Bidder's financial capabilities; and
G. Any other relevant factors specifically listed in this IFB or authorized by law.

3.10 CONDISERATION OF LOCATION OF PRINCIPAL OFFICE

Pursuant to Texas Local Government Code, Section 271.905, in purchasing any real property or personal property that is not affixed to real property, if the County receives one or more Bids from a Bidder whose principal place of business is in Williamson County and whose Bid is within three (3) percent of the lowest Bid price received by the County from a Bidder who is not a resident of Williamson County, the County may enter into a contract with:

A. The lowest Bidder; or the Bidder whose principal place of business is in Williamson County if the Commissioners Court determines, in writing, that the local Bidder offers the County the best combination of contract price and additional economic development opportunities Williamson County created by the contract award, including the employment of residents Williamson County and increased tax revenues to Williamson County.

3.11. REJECTION OR ACCEPTANCE

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Bids for any or all goods and/or services covered in this IFB, and to waive informalities or defects in the Bid or to accept such Bid, if it shall deem to be in the best interest of the County.

Awards should be made approximately sixty (60) business days after the Bid opening date. Results may be obtained by viewing the Williamson County vendor portal at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/SearchforaPastBid/tabid/5213/language/en-US/Default.aspx

3.12 RESPONSIBILITY

It is expected that a prospective Bidder will be able to affirmatively demonstrate responsibility. A prospective Bidder should be able to meet the following requirements:

A. Have adequate financial resources, or the ability to obtain such resources as required;
B. Be able to comply with the required or proposed delivery schedule;
C. Have a satisfactory record of performance that can be determined thru references provided; and
D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Bidder's ability to meet these minimum standards listed above.

3.13 FIRM PRICING

For unit price items, all of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. The Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period.

Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a Contract for the period implied or expressly stated in the lowest and best Bid.

3.14 PURCHASE ORDERS

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Bidder for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

3.15 SILENCE OF SPECIFICATIONS

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

3.16 REFERENCES

The County may require the Bidder to supply a list of at least three (3) references where like services and/or goods have been supplied by their firm within the past five (5) years, to include names, titles, phone numbers and email addresses of key personnel, and dates of performance.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References, if requested, should be provided in accordance with this IFB. Bid may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

The Bidder hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this IFB, the Contract and any Ensuing Agreement(s), shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this IFB, the Contract and any Ensuing Agreement(s) is governed by the laws of the United States, this IFB, the Contract and any Ensuing Agreement(s) shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

A. The Contract shall be derived from the IFB and its Addenda (if applicable), and the Bidder's Bid. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The IFB and its Addenda (if applicable); and

   2. The Bidder's Bid.

B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the IFB and its Addenda (if applicable), and the Bidder's Bid, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. Terms and conditions of the Ensuing Agreement;

   2. The IFB its Addenda; and

   3. The Bidder's Bid.

4.3 OWNERSHIP OF BID

Each Bid shall become the property of the County upon submittal and will not be returned to Bidders unless received after the submittal deadline.

4.4 DISQUALIFICATION OF BIDDER

Upon signing and submittal of the Bid, a Bidder offering to sell supplies, materials, services, or equipment to the County, certifies that the Bidder has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Bids may be rejected if the County believes that collusion exists among the Bidders.

4.5 FUNDING

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Bidders understand and agree that the County's payment of amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Bidder may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

4.7 IMPLIED REQUIREMENTS

Products or services not specifically described or required in the IFB, but are necessary to provide the functional capabilities described by the Bidder, shall be implied and deemed to be included in the Bid.

4.8 TERMINATION

A. **Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Bidder breaches any of the Bid specifications, terms and conditions, including warranties of the Bidder, if any, or if the Successful Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity or as may otherwise provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.

B. **Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Bidder. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Bidder for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County termination for convenience.

4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Bidder shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Bidder fails to meet pursuant to the requirements set out herein. In the event the Successful Bidder refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Bidder.

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more

preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Bidder, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Bidder.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this IFB or in the Bidder's Bid is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

4.11 RIGHT TO AUDIT

The Successful Bidder agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the services to be performed, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Successful Bidder, which are directly pertinent to the services to be performed or goods to be delivered for the purposes of making audits, examinations, excerpts and transcriptions. The Successful Bidder agrees that the County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give the Successful Bidder reasonable advance notice of intended audits.

4.12 TESTING AND INSPECTIONS

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this IFB, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Bidder to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

4.13 BID PREPARATION COSTS

The cost of developing Bids is the sole responsibility of the Bidders and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Bidders for any expense incurred in preparing a Bid in response to this IFB and the County will not reimburse the Bidders for such expenses.

4.14 INDEMNIFICATION

The Successful Bidder shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Bidder, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Bidder or any of the Bidder

agents, servants or employees, as well as all claims of loss or damage to the Bidder's and the County property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Bidder arising from any act of any third party, including, but not limited to, theft. The Successful Bidder further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Bidder's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Bidder shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15^{th}) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Bidder in the defense of each matter. The Successful Bidder's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Bidder shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Bidder are not an issue in the matter.

The Successful Bidder's indemnification shall cover, and the Successful Bidder agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Bidder to perform the work described in this request. The provision by the Successful Bidder of insurance shall not limit the liability of the Successful Bidder under the Contract and/or any Ensuing Agreement(s).

4.15 WAIVER OF SUBROGATION

The Successful Bidder and the Successful Bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from the Bidder's performance under this Contract and any Ensuing Agreement(s).

4.16 RELATIONSHIP OF THE PARTIES

The Successful Bidder shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Bidder as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Bidder shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Bidder's means, methods or details pertaining to the Successful Bidder's performance of the work. The County and the Successful Bidder hereby agree and declare that the Successful Bidder is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Bidder is not an employee of the County, and that the Successful Bidder and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

4.17 SOLE PROVIDER

The Successful Bidder agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

4.18 FORCE MAJEURE

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

4.19 SEVERABILITY

If any provision of this IFB, the Contract or any Ensuing Agreement(s) shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, but rather the entire IFB, Contract or any Ensuing Agreement (s) will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this IFB, the Contract or any Ensuing Agreement(s) is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this IFB, the Contract or any Ensuing Agreement(s) and be deemed to be validated and enforceable.

4.20 EQUAL OPPORTUNITY

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

4.21 NOTICE

Any notice to be given shall be in writing and may be distributed by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

The County: Williamson County Purchasing Department
Attn: Purchasing Agent
901 South Austin Avenue
Georgetown, Texas 78626

The Bidder: Address set out in Bidder's Transmittal Letter.

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

4.22 SALES AND USE TAX EXEMPTION

The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

4.23 COMPLIANCE WITH LAWS

The County and the Successful Bidder shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any Ensuing Agreement(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Bidder shall furnish the County with certification of compliance with said laws, statues, ordinances, rules, regulations, orders, and decrees above specified.

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

4.25 NO WAIVER OF IMMUNITIES

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

4.26 NO WAIVER

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this IFB, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

4.27 CURRENT REVENUES

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to the Successful Bidder at the end of its then-current fiscal year.

4.28 FOB DESTINATION

To the extent applicable to this IFB, all of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the Bid, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB Destination point.

4.29 BINDING EFFECT

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

4.30 ASSIGNMENT

The Successful Bidder's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

4.31 SAFETY

The Successful Bidder is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

4.32 GENERAL OBLIGATIONS AND RELIANCE

The Successful Bidder shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Bidder shall keep the County informed of the progress and quality of the services. The Successful Bidder agrees and acknowledges that the County is relying on the Successful Bidder's represented expertise and ability to provide the goods and/or services described herein. The Successful Bidder agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County accordance with the County's requirements and procedures. The Successful Bidder's duties, set forth herein, shall at no time be in any way diminished by reason of any approval by the County, n shall the Successful Bidder be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Bidder's skill and knowledge in performing the services and providing any goods required hereunder.

4.33 ESTIMATED QUANTITIES

To the extent applicable to this IFB, the estimated quantity of each item listed in this IFB is only estimate; the actual quantity to be purchased may be more or less. The County is not obligated purchase any minimum amount, and the County may purchase any reasonable amount greater than t estimate for the same unit price. Any limit on quantities available must be stated expressly in the Bid.

4.34 CONTRACTUAL DEVELOPMENT

The contents of the IFB and the Successful Bidder's Bid will become an integral part of the Contract, but may be modified, at the County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Bidder must agree to an inclusion of an Ensuing Agreement of the Bid specifications, terms and conditions of this IFB. If an Ensuing Agreement is required under this IFB, information relative to t Agreement will be located in the Additional Stipulations Section of this IFB.

4.35 SURVIVABILITY

All applicable agreements that were entered into between the Successful Bidder and the County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Bidder no later than ten (10) calendar days of the Contract expiration, this clause for emergencies only.

4.36 AIR QUALITY

In determining the overall best Bid, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Bids and give preference to goods and/or services of a Bidder that demonstrates that the Bidder meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Bid being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Bidder is encouraged to provide information in narrative indicating the anticipated air quality impact. All Bidders are expected to meet all mandated state and federal air quality standards.

4.37 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Bidder and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Bidder and the County.

4.38 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

A. The date the County receives the goods under the Contract;
B. The date the performance of the service under the Contract is completed; or
C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent, and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by the Successful Bidder, the County shall notify the Successful Bidder of the error not later than the twenty-first (21st) day after the date the County receives the invoice. If the error is resolved in favor of the Successful Bidder, the Successful Bidder shall be entitled to receive interest on the unpaid balance of the invoice submitted by the Successful Bidder beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, the Successful Bidder shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by the Texas Government Code, Chapter 2251, if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

A. Name, address, and telephone number of the Successful Bidder and similar information in the event the payment is to be made to a different address.

B. The County Contract, Purchase Order.

C. Identification of items or service as outlined in the Contract.

D. Quantity or quantities, applicable unit prices, total prices and total amount.

E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org
Phone: 512-943-1500

4.39 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The IFB and the Bidder's Bid, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Bidder and the County.

If an Ensuing Agreement is required by this IFB, that information will be provided in Special Provisions section of this IFB. The Successful Bidder shall be required to execute the Agreement at the Williamson County Purchasing Department approximately ten (10) calendar days after the Successful Bidder is notified of award. The Ensuing Agreement shall be in the same form as the Agreement which is attached to the end of this IFB. The only anticipated changes in the Ensuing Agreement will be to include additional exhibits, to fill in blanks to identify the Successful Bidder, and terms relating to the compensation, or to revise the Agreement to accommodate corrections, changes in the scope of services, or changes pursuant to Addenda issued. **Bidders should raise any questions regarding the terms of the Agreement in the form of written questions or submittals as described in the Public Announcement and General Information portion of this IFB.** Because the signed Ensuing Agreement will be substantively and substantially derived from the attached Agreement, each Bidder is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Agreement *before* submitting a Bid. Again, the attached Agreement, if applicable, contains important legal provisions and is considered part and parcel of this IFB. Failure or refusal to sign aforesaid Agreement shall be grounds for the County to revoke any award which has been issued, forfeit Bid security, if applicable, and select another Bidder.

4.40 COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this IFB, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this IFB is subject to a properly authorized Purchasing Cooperative Inter-local Agreement with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

4.41 INSURANCE REQUIREMENTS

To the extent applicable Insurance information will appear in the Additional Stipulations section that is in this IFB Package.

4.42 BIDDERS BOND, WARRANTY BOND, PERFORMANCE AND PAYMENT BONDS

To the extent applicable Bond information will appear in the Additional Stipulations section that is in this IFB Package.

4.43 LEGAL LIABILITY INFORMATION

The Successful Bidder shall disclose all legal liability information by listing any pending litigation anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. The County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Commissioners Court.

4.44 INCLEMENT WEATHER

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Bid submission deadline, the Bid closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Bidders interested in the project to extend the deadline. It will be the responsibility of the Bidder to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

4.45 PREVAILING WAGE RATES

To the extent this procurement is for the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction, Texas Government Code, Chapter 2258, shall apply and the contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule" provided by the County. Pursuant to Texas Government Code, Section 2258.022(a)(2), the County has determined the general prevailing rate of the "Prevailing Wage Schedule" in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by using the prevailing wage rate as determined by the United States Department of Labor in accordance with the United States Code, Section 276a (Davis-Bacon Act).

The specified wage rates are minimum rates only, and are not representations that qualified labor adequate to perform the work is available locally at the prevailing wage rates. The County is not bound to pay—and will not consider—any claims for additional compensation made by any contractor because the contractor pays wages in excess of the applicable minimum rate contained in the Contract Documents. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the work may be found locally at the specified wage rates.

For classifications not shown, workers shall not be paid less than the wage indicated for laborers. The contractor shall notify each worker commencing work on the project the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by the County, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by contractor. A copy of each worker wage rate notification shall be submitted to the County with the Application for Payment for the period during which the worker began on-site activities.

Should the contractor at any time become aware that a particular skill or trade not reflected on the County's "Prevailing Wage Schedule" will be or is being employed in the work, whether by the contractor or by a subcontractor, the contractor shall promptly inform the County and shall specify a wage rate for that skill or trade, which shall bind the contractor.

The contractor and any subcontractor shall pay to the County a penalty of sixty dollars ($60.00) for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the "Prevailing Wage Schedule" or any supplement thereto. The contractor and each subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the County.

Within thirty-one (31) days of receipt of information concerning a violation of the Texas Government Code Chapter 2258, the County shall make an initial determination as to whether good cause exists to believe a violation occurred. The County's decision on the initial determination shall be reduced to writing and sent to the contractor or subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the County shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the "Prevailing Wage Schedule" and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

After the County makes its initial determination, the affected contractor or subcontractor and worker have fourteen (14) calendar days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by the County or paid to the affected worker. If the contractor or subcontractor and affected worker reach an agreement concerning the worker's claim, the contractor shall promptly notify the County in a written document signed by the worker. It the contractor or Subcontractor and affected worker do not agree before the fifteenth (15^{th}) calendar day after the County determination, the contractor or subcontractor and affected worker must participate in binding arbitration in accordance with the Texas General Arbitration Act, Chapter 171, (Texas Civil Practice and Remedies Code). The parties to the arbitration have ten (10) calendar days after the expiration of the fifteen (15) calendar days referred to above, to agree on an arbitrator; if by the eleventh (11^{th}) calendar day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the contractor or subcontractor the amount of penalty as provided above and the amount owed the worker. The County may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the County has not retained enough from the contractor or subcontractor to pay the worker in accordance with the arbitration award, the worker has a right of action against the contractor and subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The contractor shall promptly furnish a copy of the arbitration award to the County.

Money retained pursuant to the provisions above shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the project at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the contractor or subcontractor affected, or in the arbitrator's award. The full statutory penalty of sixty dollars ($60.00) per calendar day of violation per worker shall be retained by Williamson County to offset its administrative costs, pursuant to Texas Government Code, Section, 2258.023. Any retained funds in excess of these amounts shall be paid to the contractor on the earlier of the next progress payment or final payment. Provided, however, that the County shall have no duty to release any funds to either the claimant or the contractor until it has received the notices of agreement or the arbitration award as provided under the provision herein-above.

4.46 CONFIDENTIALITY

The Bidder expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

Additional Stipulations

1 Additional Stipulations

1.1 Introduction

The Bid evaluation and selection process is detailed in this section, as are other factors, and the format in which the Price Bid of each Bid should be submitted.

1.2 Contract Administrator

J. Terron Evertson, P.E. (or successor), County Engineer, Williamson County 3151 South East Inner Loop, Suite B, Georgetown, Texas shall serve as the County's Technical Contact with designated responsibility to ensure compliance with the requirements of the Contract and any Ensuing Agreement, such as, but not limited to, acceptance, inspection and delivery. The Technical Contact together with the Purchasing Department will serve as a liaison between the Williamson County Commissioners Court and the Successful Bidder.

1.3 Time for Performance

A time frame of twenty-five (25) working days to substantial completion / thirty (30) working days to final completion) is given for completion of plans on this bid. This may begin at the time specified by the County within the three hundred sixty-five (365) days of the pricing quoted on this bid, starting on the day of award. The Contractor will be given written notice to begin work on this project. The Work on this project shall begin within five (5) calendar days after such notification.

Liquidated damages for failure to substantially complete the work within the allotted time will be applied. Liquidated damages are $200 per working day.

The Contractor will be given written notice to begin work on this project. Work on this project shall begin within five (5) working days after such notification. Failure to begin work within the allotted time will result in liquidated damages being incurred at the rate of $200 per working day.

1.4 Performance and Payment Bonds

To the extent, this IFB is for the procurement of a public work contract, and the following shall apply:

Texas Local Government Code, Chapter 262.032, governs the requirements for performance bonds for government entities making public work contracts. A performance bond is required if the contract is in excess of $50,000 and is to be made for the full amount of the contract.

Texas Government Code, Chapter 2253.021, governs the requirements for payment bonds for government entities making public work contracts. A payment bond is required if the contract is in excess of $25,000 and is to be made for the full amount of the contract.

The bonds are to be executed and delivered to the County **prior to issuing Notice to Proceed**. The bonds must be executed by a corporate surety or sureties in accordance with the Texas Insurance Code. For unit price contracts, the total contract price shall be estimated and calculated by multiplying the estimated quantities to the Bidder's unit bid price.

If the public works contract is less than $50,000, the performance bond will not be required as long as the contract provides that payment is not due until the work is completed and accepted by the County.

1.5 Bidder's Bonds

All Bids requiring a Bid Bond shall be accompanied by a certified cashier's check upon a National or State bank in an amount not less than five (5) percent of the total maximum bid price, payable without recourse to the County, or a bid bond in the same amount from a reliable surety company, as a guarantee that the Bidder will enter into a contract and **execute and deliver to the County performance and payment bonds prior to being recommended for award of the Contract**. **Bid guarantees must be submitted in the same sealed envelope with the Bid**. Bids submitted without check or bid bonds will not be considered. For unit price contracts, the total maximum bid price shall be estimated and calculated by multiplying the estimated quantities to the unit bid price.

1.6 Warranty Bonds

When a Warranty Bond is required it shall be submitted by the Successful Bidder prior to issuing Notice to Proceed, and shall be in the amount of **twenty (20) percent of the total project construction cost.** This Warranty Bond shall be security for the true and faithful performance of all warranties for Two (2) years from the date of final payment. For unit price contracts, the total project construction cost shall be estimated and calculated by multiplying the estimated quantities to the bidder's unit bid price.

1.7 Insurance Requirements

By signing its Bid, the Bidder agrees to maintain at all times during any term of the Contract and any ensuing Agreement at Bidder's cost, insurance in accordance with this provision.

Bidder will be required to submit Certificates of Insurance **prior to contract award and any renewals.**

All certificates of insurance coverage as specified below must be provided to the following location:

Williamson County Purchasing Department
901 S Austin Ave
Georgetown, Texas 78626

Failure to comply with these Insurance Requirements may result in the termination of the Contract and any ensuing Agreement(s) between the Successful Bidder and County.

The following coverage limits shall be required at a minimum:

A. Worker's Compensation — Statutory – Texas Law

B. Employer's Liability:

Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

C. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability	$1,000,000	$1,000,000
Aggregate policy limits:	$2,000,000	

Successful Bidder’s property will not be covered by any insurance that may be carried by the County. Successful Bidder assumes the risk of loss on its contents and property that are situated on/in/around the County property. The Successful Bidder is strongly encouraged to obtain insurance on its property to the extent deemed necessary by the Successful Bidder.

The deductible for an insurance policy required hereunder shall not exceed $100,000. **The County shall be named as an additional insured under any policy of insurance required hereunder.**

Successful Bidder shall not commence any work until it has obtained all required insurance and such insurance has been approved by County. Successful Bidder shall not allow any subcontractor(s) to commence work to be performed until all required insurance has been obtained by such subcontractor(s) and approved by County. Approval of the insurance by County shall not relieve or decrease the liability of Successful Bidder or its subcontractor(s) hereunder.

The required insurance must be written by a company approved to do business in the State of Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. Successful Bidder shall furnish County with a certificate of coverage issued by the insurer. Successful Bidder shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) CALENDAR DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

It is the intention of the County, and agreed to and hereby acknowledged by the Successful Bidder, that no provision of this Contract or any ensuing Agreement shall be construed to require the County to submit to mandatory arbitration or mediation in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Contract or any ensuing Agreement.

Workers' Compensation Coverage Requirements

The Texas Labor Code, Section 406.096, requires workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity such as the County. The rule requires the County to timely obtain certificates of coverage and retain them for the duration of the project. The rule also sets out the language to be included in the Bid specifications and in contracts awarded by a governmental entity and the information required to be in the posted notice to employees. The rule is adopted under the Texas Labor Code, Section 402.061.

The information provided below is a result of this rule. By submitting your Bid to the County, you are acknowledging that this rule is a part of these Bid specifications, and that you will observe and abide by all of the requirements outlined in the rule. You are further agreeing that should your Bid be accepted by the Williamson County Commissioners Court, the necessary certificates of coverage showing workers' compensation coverage, will be provided to the following name and address prior to beginning work:

Williamson County Purchasing Department
901 S. Austin Ave.
Georgetown, TX 78626

Failure to comply with this request may result in termination of the Contract and any ensuing Agreement. If you have any questions related to this ruling and/or requirement, you are encouraged to contact either the Williamson County Purchasing Department at (512) 943-1546, or you may call the Texas Workers' Compensation Commission at (800) 372-7713.

A. The following words and terms, when used in this provision, shall have the following meanings. Terms not defined in this rule shall have the meaning defined in the Texas Labor Code, if so defined.

1. Certificate of coverage (certificate) – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a workers' compensation coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees (including those subject to a coverage agreement) providing services on a project, for the duration of the project.

2. Building or Construction – Has the meaning defined in the Texas Labor Code, Section 406.096(e)(1).

3. Contractor – A person bidding for or awarded a building or construction project by Williamson County.

4. Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, Section 401.011(44).

5. Coverage agreement – A written agreement on form TWCC-81, form TWCC-82, form TWCC-83, or form TWCC-84, filed with the Texas Workers' Compensation Commission which establishes a relationship between the parties for purposes of the Texas Workers' Compensation Act, pursuant to the Texas Labor Code, Chapter 406, Subchapters F and G, as one of employer/employee and establishes who will be responsible for providing workers' compensation coverage for persons providing services on the project.

6. Duration of the project--Includes the time from the beginning of work on the project until the work on the project has been completed and accepted by the County.

7. Persons providing services on the project ("subcontractor" in the Texas Labor Code, Section 406.096) – includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

8. Project – Includes the provision of all services related to a building or construction contract for the County.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of the Texas Labor Code, Section 401.011(44), for all employees of the contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of workers compensation coverage to Williamson County prior to being awarded the Contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with Williamson County showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the County:

1. A certificate of coverage, prior to that person beginning work on the project, so Williamson County will have on file certificates of coverage showing coverage for all persons providing services on the project; and

2. No later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the County in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

1. Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44), for all of its employees providing services on the project, for the duration of the project;

2. Provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

3. Provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

4. Obtain from each other person with whom it contracts, and provide to the contractor:

    i. (a) a certificate of coverage, prior to the other person beginning work on the project; and
    ii. (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

5. Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

6. Notify the County in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

7. Contractually require each person with whom it contracts, to perform as required by paragraphs 1 – 7, with the certificates of coverage to be provided to the person for whom they are providing services

J. By signing this Contract or providing or causing to be provided a certificate of coverage, the contractor is representing to Williamson County that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of Contract by the contractor which entitles the County to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the County.

INDEX OF SHEETS

SHEET	DESCRIPTION
1	TITLE SHEET
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4-5	TYPICAL SECTIONS
6	HORIZONTAL ALIGNMENT DATA
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9-10	WIDENING AND STRIPING PLANS
11	MISCELLANEOUS DETAILS
SHEET	**STANDARDS**
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24	EC (1)-16
25	EC (2)-16
26	TCP (2-1)-18
27	TCP (2-2)-18
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33	TCP (7-1)-13
34	WZ (TD)-17
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38	PM (2)-12
39	PM (3)-12
40	PM (6)-01

WILLIAMSON COUNTY

DEPARTMENT OF INFRASTRUCTURE

3151 S.E. INNER LOOP, SUITE B

GEORGETOWN, TEXAS 78626

512-943-3330

www.wilco.org

PLANS FOR PROPOSED

RONALD REAGAN BLVD

IMPROVEMENTS

AT SANTA RITA BLVD

AUGUST 2018

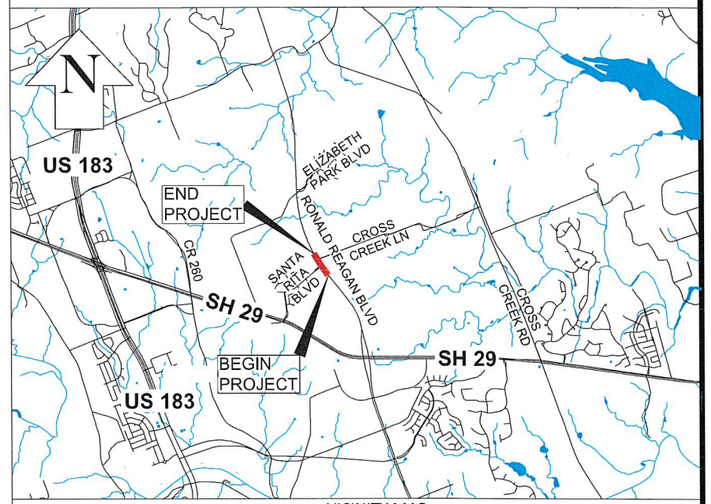
FUNCTIONAL CLASSIFICATION - RURAL ARTERIAL
PROJECT DESIGN SPEED - 45 MPH
2011 ADT - 2354

WILLIAMSON COUNTY
1848

GENERAL PROJECT INFO:
REHAB OF RONALD REAGAN BLVD CONSISTS OF PAVEMENT WIDENING, MILLING, SEALING, OVERLAYING AND RESTRIPING.

LIMITS:
PAVEMENT WIDENING FROM THE INTERSECTION OF SANTA RITA BLVD - 988' SOUTH OF THE INTERSECTION TO 725' NORTH OF THE INTERSECTION , APPROXIMATELY 1,713 FT OR 0.32 MILES IN LENGTH.

#		#	#
#		#	#
#		#	#
#		#	#
#	SHEETS AFFECTED	BY	DATE



VICINITY MAP
N.T.S.

WILLIAMSON COUNTY

DESIGNED BY:

STATE OF TEXAS
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER

08/29/2018

KON Q. KWAN, P.E. PROJECT ENGINEER DATE

THE STANDARD / DETAIL SHEETS, #12 THRU #40, HAVE BEEN ISSUED BY ME AND ARE APPLICABLE TO THIS PROJECT.

APPROVED AND RECOMMENDED FOR CONSTRUCTION:

8/29/18

J. TERRON EVERTSON, P.E. COUNTY ENGINEER DATE

REFERENCED STANDARD SPECIFICATIONS:
SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION ON NOVEMBER 1, 2014 SHALL GOVERN THIS PROJECT.

TRRS*TITLE.dgn 8/29/2018 1:24:28 PM

Estimate of Quantities Summary

ITEM	NO	DESCRIPTION	UNITS	QUANTITY
100	6002	PREPARING ROW	STA	17
104	6026	REMOVING CONC (GUTTER)	LF	60
110	6001	EXCAVATION (ROADWAY)	CY	700
160	6003	FURNISHING AND PLACING TOPSOIL (4") (VEGETATIVE FILTER STRIPS)	SY	7985
164	6003	BROADCAST SEED (PERM) (RURAL) (CLAY) (VEGETATIVE FILTER STRIPS)	SY	7985
166	6001	FERTILIZER	AC	2
168	6001	VEGETATIVE WATERING	MG	142
247	6375	FL BS(CMP IN PLC)(TY A GR 4)(18")	SY	2725
316	6175	AGGR (TY-B GR-4 SAC-B)	CY	91
316	6466	ASPH (CHFRS-2P OR CRS-2P)	GAL	3662
341	6008	D - GR HMA TY - B PG64 - 22	TON	295
341	6043	D - GR HMA TY - D PG70 - 22	TON	1266
354	6045	PLANE ASPH CONC PAV (2")	SY	8190
500	6001	MOBILIZATION	LS	1
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1.5
506	6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	320.0
506	6011	ROCK FILTER DAMS (REMOVE)	LF	320.0
506	6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	1810.0
506	6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	1810.0
529	6038	CONC CURB (RIBBON)	LF	60
662	6109	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	63
662	6111	WK ZN PAV MRK SHT TERM (TAB) TY Y - 2	EA	280
666	6035	REFL PAV MRK TY I (W) 8" (SLD) (090MIL)	LF	625
666	6047	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	LF	28
666	6053	REFL PAV MRK TY I (W) (ARROW) (090MIL)	EA	3
666	6077	REFL PAV MRK TY I (W) (WORD) (090MIL)	EA	3
666	6146	REFL PAV MRK TY I (Y) 24" (SLD) (090MIL)	LF	615
666	6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	3235
666	6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	625
666	6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	28
666	6184	REFL PAV MRK TY II (W) (ARROW)	EA	3
666	6192	REFL PAV MRK TY II (W) (WORD)	EA	3
666	6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	5565
666	6214	REFL PAV MRK TY II (Y) 24" (SLD)	LF	615
666	6302	RE PM W / RET REQ TY I (W) 4" (SLD) (090MIL)	LF	3235
666	6314	RE PM W / RET REQ TY I (Y) 4" (SLD) (090MIL)	LF	5565
672	6007	REFL PAV MRKR TY I-C	EA	38
672	6009	REFL PAV MRKR TY II-A-A	EA	280

STATE OF TEXAS
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER
08/29/2018

NO.	REVISION	BY	DATE

WILLIAMSON COUNTY
1848
WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

RONALD REAGAN BLVD WIDENING
ESTIMATE OF QUANTITIES SUMMARY

Designed:	AF
Checked:	KQK
Drawn:	AF
Checked:	KQK

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SHEET NO. 2

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PROJECT CONTROL POINT INFORMATION

ALL COORDINATES ARE BASED ON POINTS PICKED ON PHYSICAL OBJECTS SHOWN IN DIGITAL CAPCOG FILES USED FOR THIS PROJECT. THESE COORDINATE VALUES VARY SLIGHTLY FROM ACTUAL FIELD SHOTS TAKEN ON THESE CONTROL POINTS USING NAD-83, TEXAS CENTRAL (4203), STATE PLANE SYSTEM COORDINATE VALUES, CONSIDER THE COORDINATE VALUES LISTED BELOW TO BE ASSUMED PROJECT COORDINATES.

POINT NO. 1000
IRON ROD WITH "DIAMOND SURVEYING CONTROL" CAP SET AT THE NORTHEAST CORNER OF THE CONCRETE CURB INLET BOX ON THE NORTH SIDE OF SANTA RITA BLVD, APPROXIMATELY 700' WEST OF THE CENTERLINE OF RONALD REAGAN BLVD.
ASSUMED PROJECT COORDINATES:
N 10,209,335.59 E 3,081,226.47

POINT NO. 1001
IRON ROD WITH "DIAMOND SURVEYING CONTROL" CAP SET AT THE NORTHEAST CORNER OF THE CONCRETE CURB INLET BOX ON THE NORTH SIDE OF SANTA RITA BLVD, APPROXIMATELY 170' WEST OF THE CENTERLINE OF RONALD REAGAN BLVD.
ASSUMED PROJECT COORDINATES:
N 10,209,685.28 E 3,081,614.54

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NO.	REVISION	BY	DATE

WILLIAMSON COUNTY 1848
WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

RONALD REAGAN BLVD WIDENING
SURVEY CONTROLS

Designed:	AF
Checked:	KQK
Drawn:	AF
Checked:	KQK

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SHEET NO. 3

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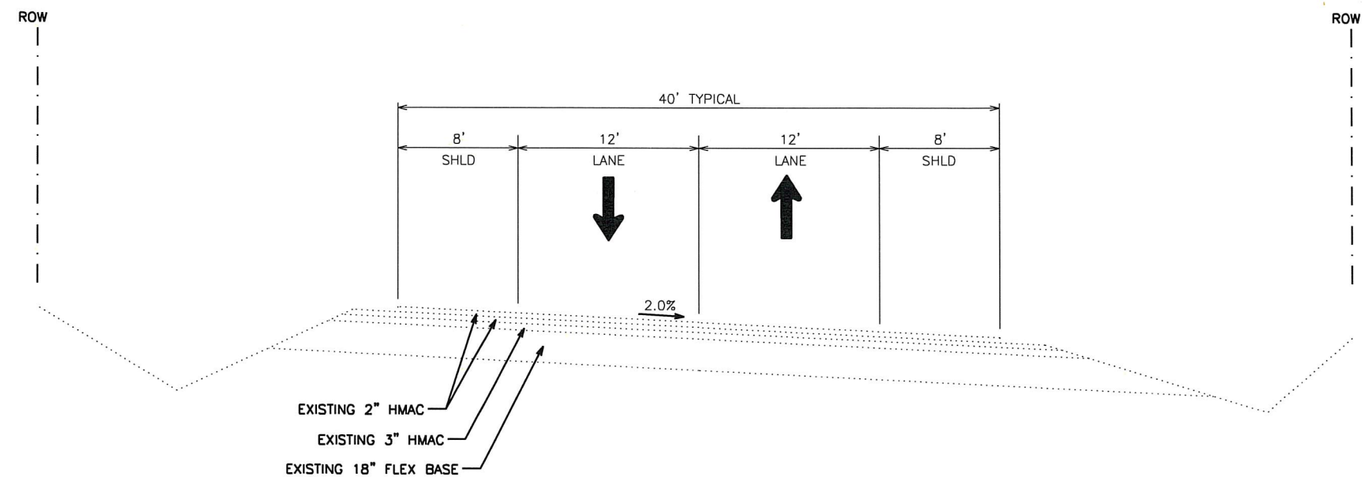
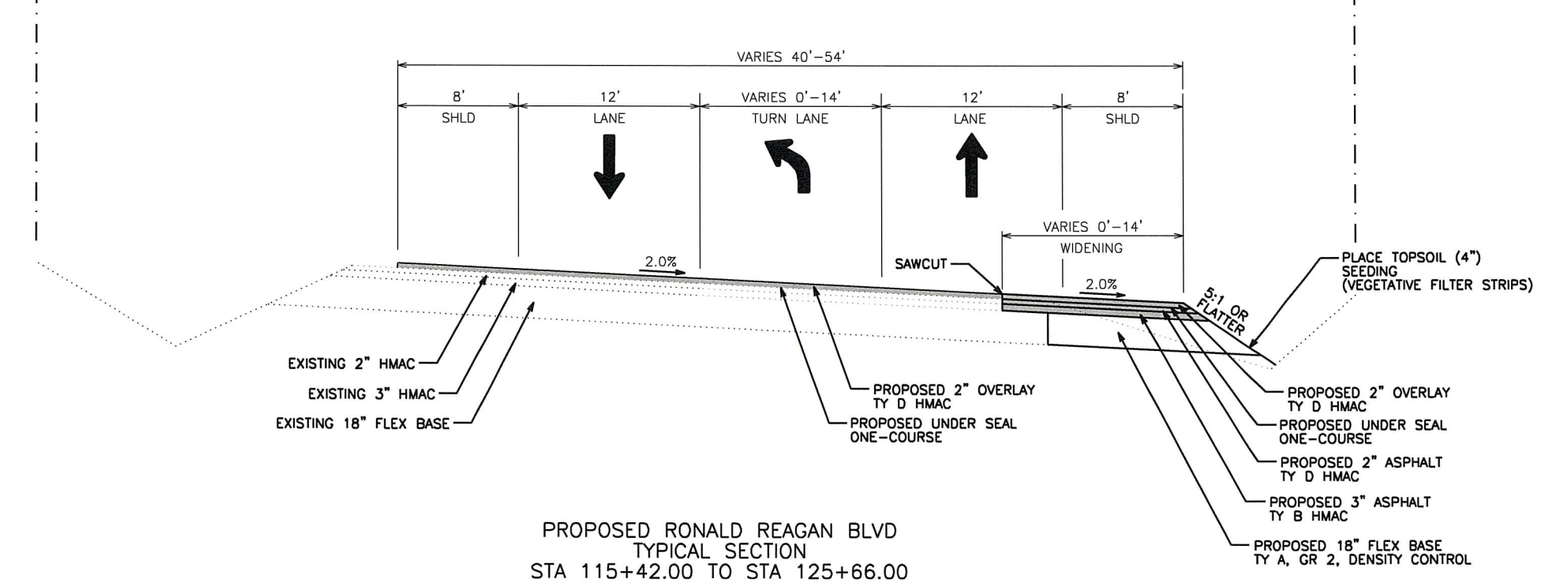


EXISTING RONALD REAGAN BLVD
TYPICAL SECTION
N.T.S.

SEQUENCE OF CONSTRUCTION

1. PLACE SIGNING WITHIN PROJECT LIMITS ACCORDING TO BC (2)-14.
2. POST TCEQ SMALL CONSTRUCTION SITE NOTICE AND INSTALL RAIN GUAGE.
3. PLACE TEMPORARY EROSION CONTROL DEVICES AS SHOWN IN THE PLANS, AND AS DIRECTED BY THE ENGINEER, PRIOR TO BEGINNING ANY OTHER WORK.
4. PLACE ROADWAY BASE AT FINAL GRADE FOR WIDENINGS.
5. REGRADE ROADSIDE DITCHES AND PLACE TOPSOIL (4" DEPTH).
6. APPLY PRIME COAT.
7. PLACE SUBSURFACE HMAC FOR WIDENINGS.
8. MILL EXISTING TOP 2" SURFACE HMAC.
9. APPLY ONE COURSE SEAL COAT FOR THE ENTIRE ROADWAY LIMITS.
10. PLACE 2" SURFACE HMAC FOR THE ENTIRE ROADWAY LIMITS.
11. INSTALL STRIPING AND PAVEMENT MARKINGS.
12. STABILIZE BARE AREAS WITH TEMPORARY SEEDING WITHIN 14 DAYS OF LAST CONSTRUCTION ACTIVITY IN THE AREAS.
13. REVEGETATE ALL DISTURBED AREAS, INCLUDING TEMPORARY SEEDING, WITHIN THE ROW WITH PERMANENT SEEDING UNLESS SEASON DICTATES THE USE OF TEMPORARY SEEDING.
14. WATER REVEGETATED AREAS UNTIL GRASS IS ESTABLISHED.



PROPOSED RONALD REAGAN BLVD
TYPICAL SECTION
STA 115+42.00 TO STA 125+66.00
N.T.S.

STATE OF TEXAS
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08/29/2018

NO.	REVISION	BY	DATE

WILLIAMSON COUNTY
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WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

RONALD REAGAN BLVD WIDENING
TYPICAL SECTIONS

Designed:	AF
Checked:	KQK
Drawn:	AF
Checked:	KQK

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SHEET NO. 4

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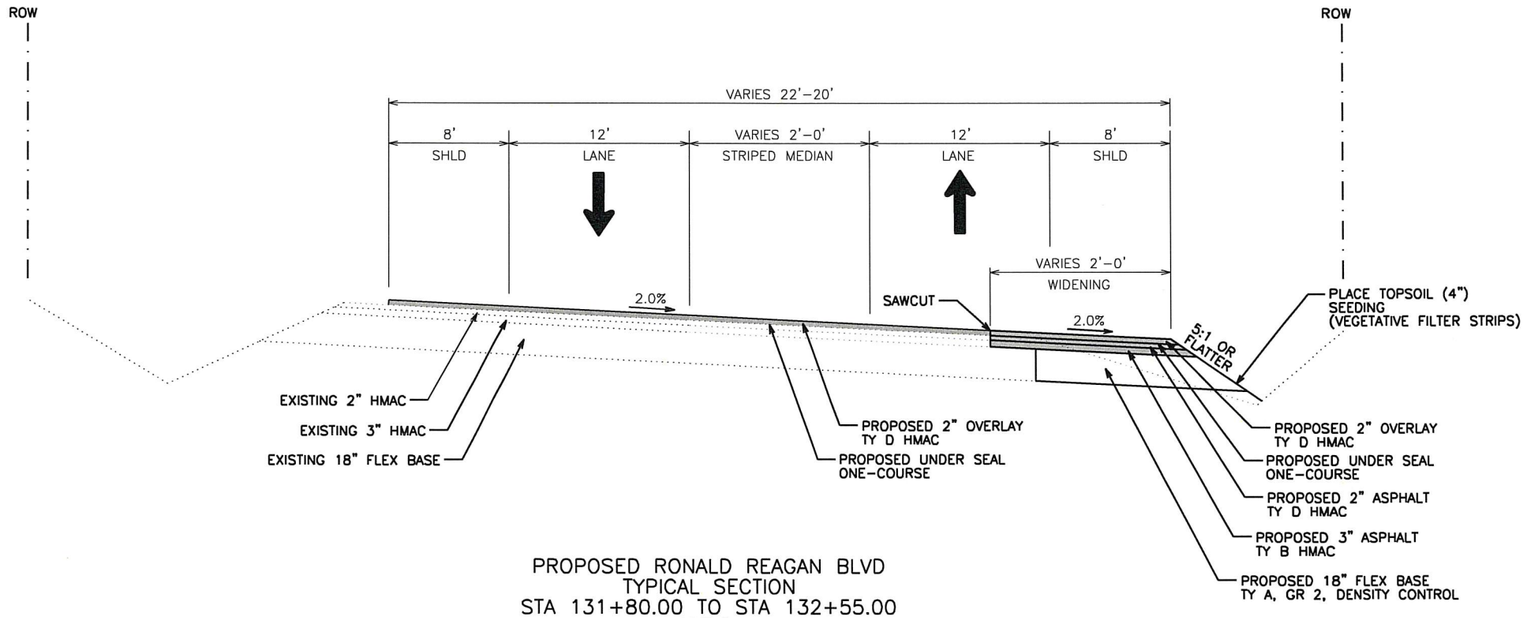
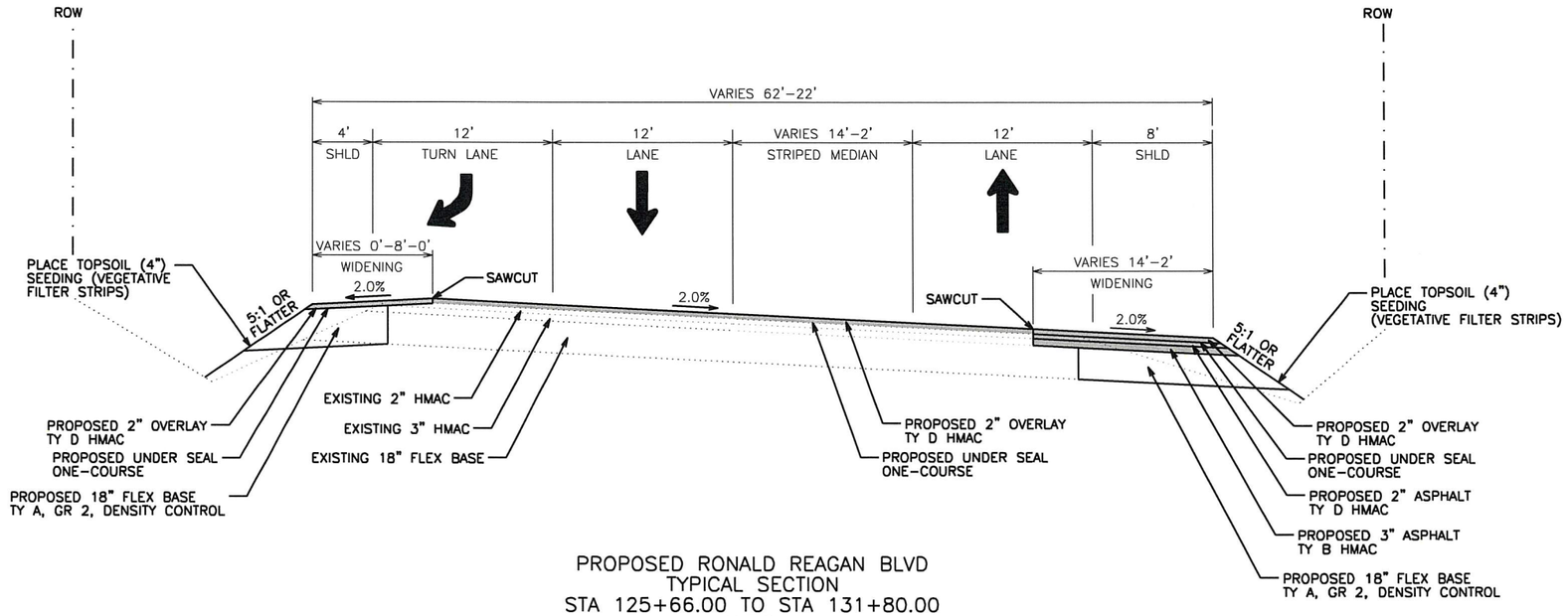


PROPOSED RONALD REAGAN BLVD
TYPICAL SECTION
STA 131+80.00 TO STA 132+55.00
N.T.S.



PROPOSED RONALD REAGAN BLVD
TYPICAL SECTION
STA 125+66.00 TO STA 131+80.00
N.T.S.

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WILLIAMSON COUNTY
DEPT. OF
INFRASTRUCTURE

RONALD REAGAN BLVD WIDENING
TYPICAL SECTIONS

Designed:	AF
Checked:	KQK
Drawn:	AF
Checked:	KQK

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SHEET NO. 5

J:\PROJECTS\RONALD REAGAN BLVD\PRSR*TYPSEC*02.dgn 8/29/2018 12:55:24 PM

RONALD REAGAN BLVD "RRSR_CL"

Beginning chain RRSR_CL description

Point 100 N 10,207,777.40 E 3,083,346.12 Sta 100+00.00

Course from 100 to PC RRSR1 N 39° 20' 52.42" W Dist 1,884.17

		Curve Data				
Curve RRSR1						
P.I. Station		145+83.06	N	10,211,333.60	E	3,080,455.16
Delta	=	37° 30' 10.36"	(RT)			
Degree	=	0° 43' 14.53"				
Tangent	=	2,698.88				
Length	=	5,203.66				
Radius	=	7,950.00				
External	=	445.62				
Long Chord	=	5,111.27				
Mid. Ord.	=	421.97				
P.C. Station		118+84.17	N	10,209,234.45	E	3,082,151.50
P.T. Station		170+87.84	N	10,214,031.63	E	3,080,387.39
C.C.			N	10,214,231.28	E	3,088,334.88
Back	= N	38° 56' 30.92" W				
Ahead	= N	1° 26' 20.57" W				
Chord Bear	= N	20° 11' 25.75" W				

Ending chain RRSR_CL description

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08/29/2018

NO.	REVISION	BY	DATE

WILLIAMSON COUNTY 1848

WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

RONALD REAGAN BLVD WIDENING
HORIZONTAL ALIGNMENT DATA

Designed:	AF
Checked:	KQK
Drawn:	AF
Checked:	KQK

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SHEET NO. 6

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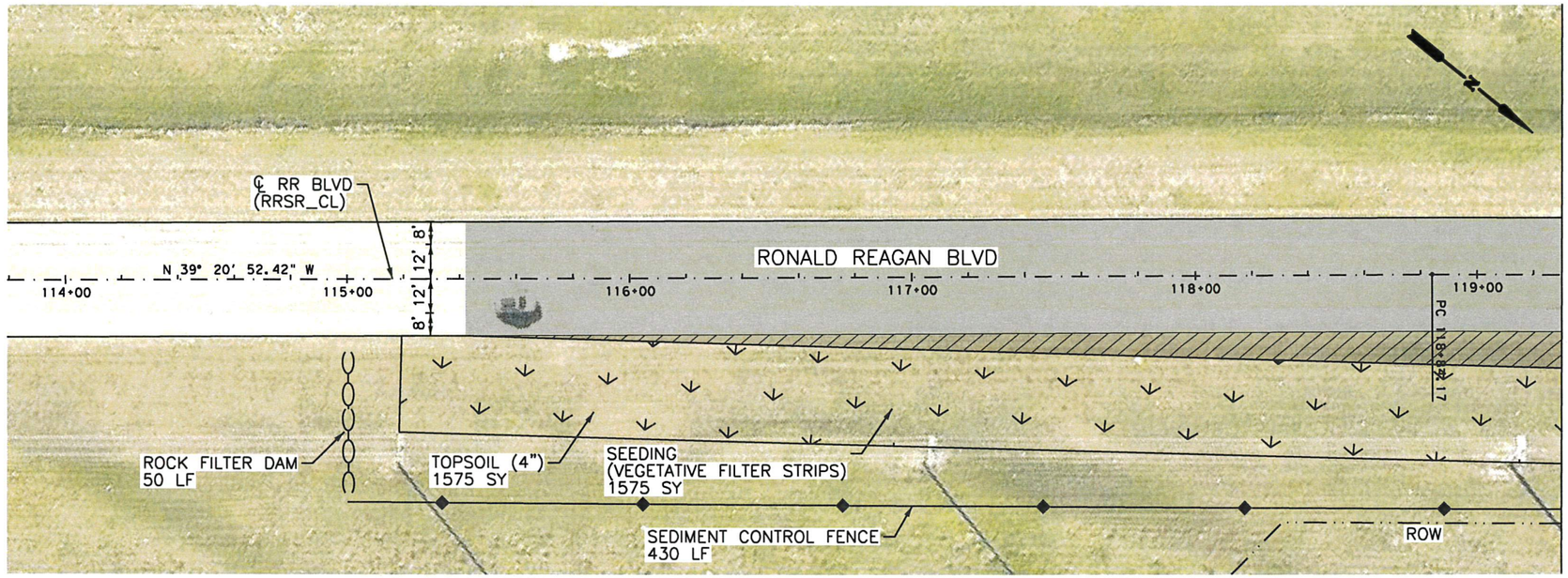

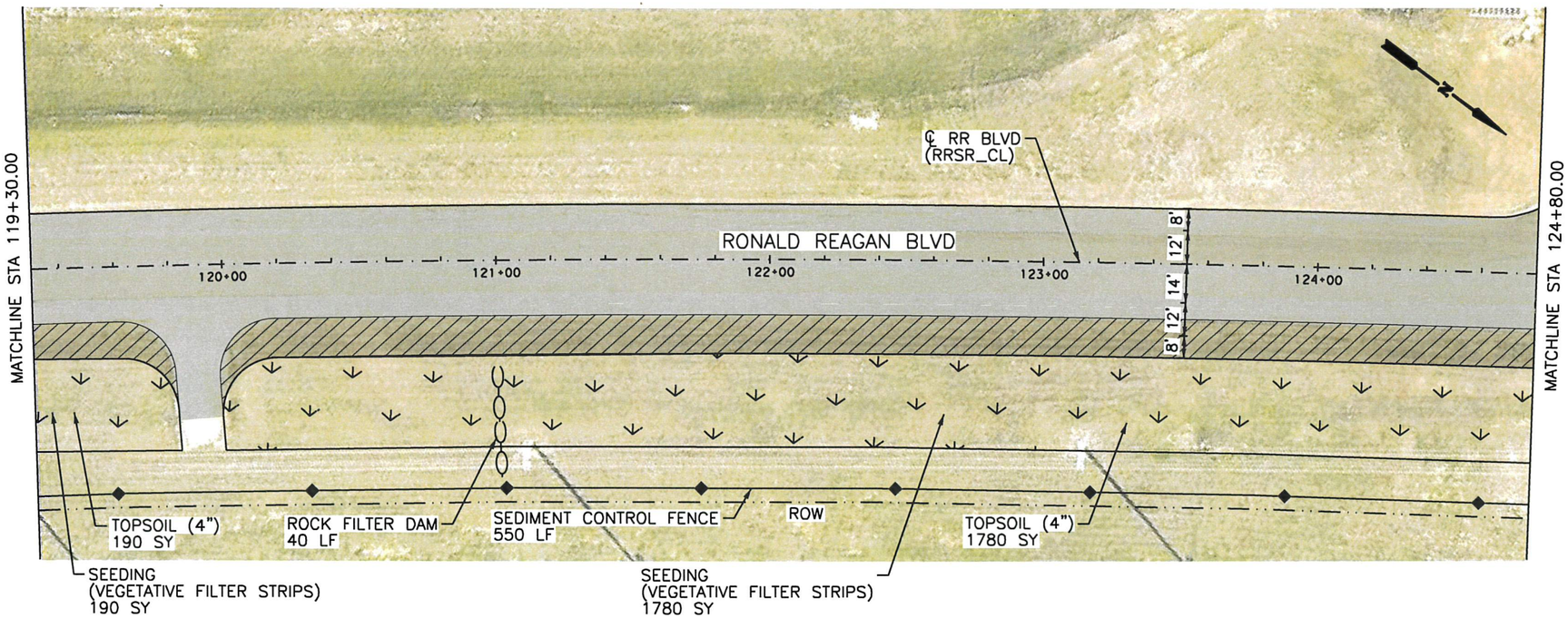

25 12.5 0 25 50
SCALE FEET

LEGEND

SEEDING (VEGETATIVE FILTER STRIPS)

ROCK FILTER DAM

SEDIMENT CONTROL FENCE

NOTES:

1. ALL DEVICES TO BE PLACED AS SHOWN IN TXDOT STANDARDS EC(1)-EC(2) EXCEPT AS DIRECTED BY THE ENGINEER.

2. ALL PERIMETER SEDIMENT CONTROL FENCE AND ROCK FILTER DAMS TO REMAIN UNTIL END OF CONSTRUCTION.

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WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

RONALD REAGAN BLVD WIDENING
EROSION CONTROL PLAN

Designed:	AF
Checked:	KQK
Drawn:	AF
Checked:	KQK

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SHEET NO. 7

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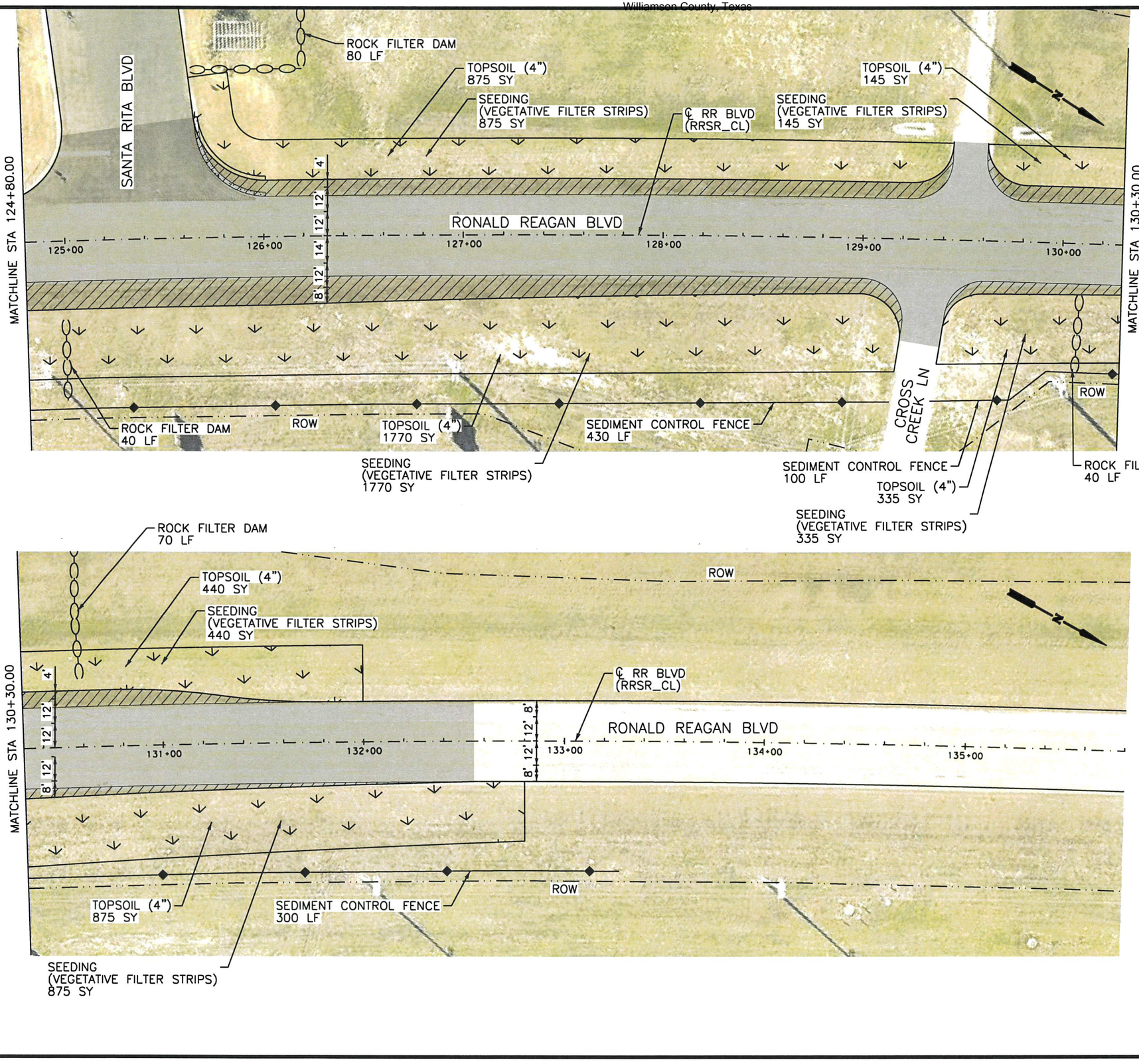

25 12.5 0 25 50
SCALE FEET

LEGEND

SEEDING (VEGETATIVE FILTER STRIPS)

ROCK FILTER DAM

SEDIMENT CONTROL FENCE

NOTES:

1. ALL DEVICES TO BE PLACED AS SHOWN IN TXDOT STANDARDS EC(1)-EC(2) EXCEPT AS DIRECTED BY THE ENGINEER.

2. ALL PERIMETER SEDIMENT CONTROL FENCE AND ROCK FILTER DAMS TO REMAIN UNTIL END OF CONSTRUCTION.

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WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

RONALD REAGAN BLVD WIDENING
EROSION CONTROL PLAN

Designed:	AF
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Drawn:	AF
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SHEET NO. 8

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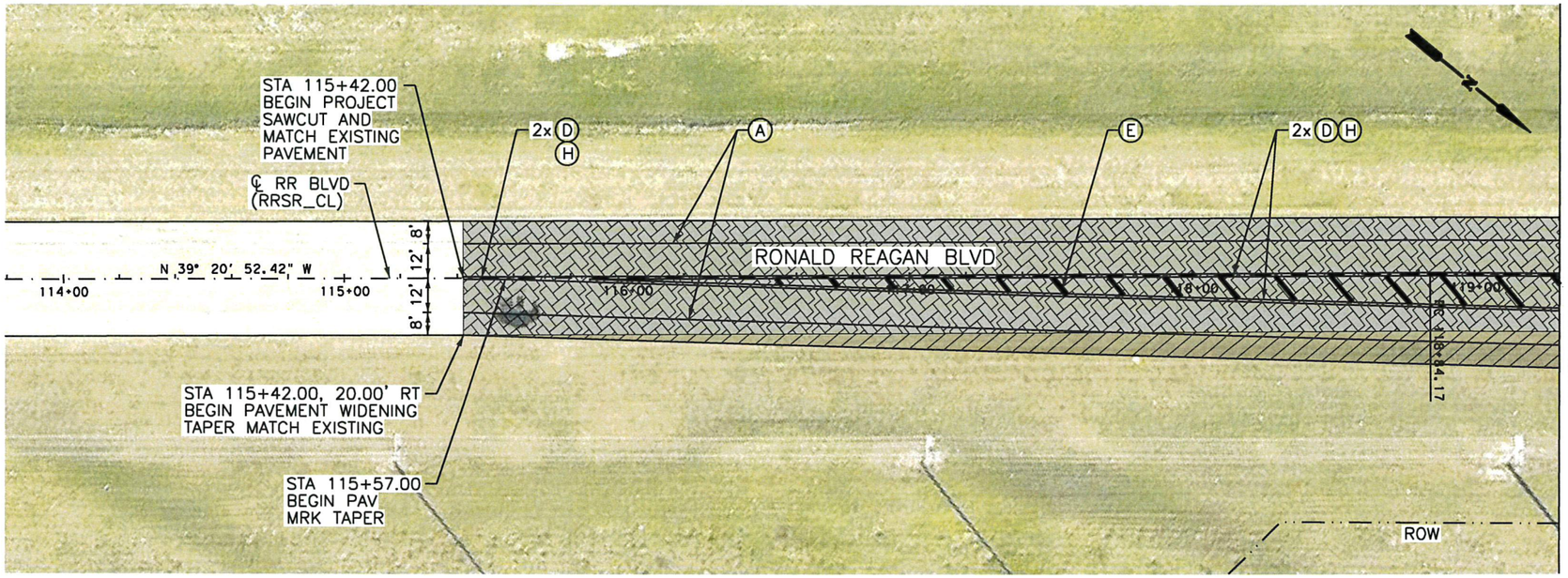
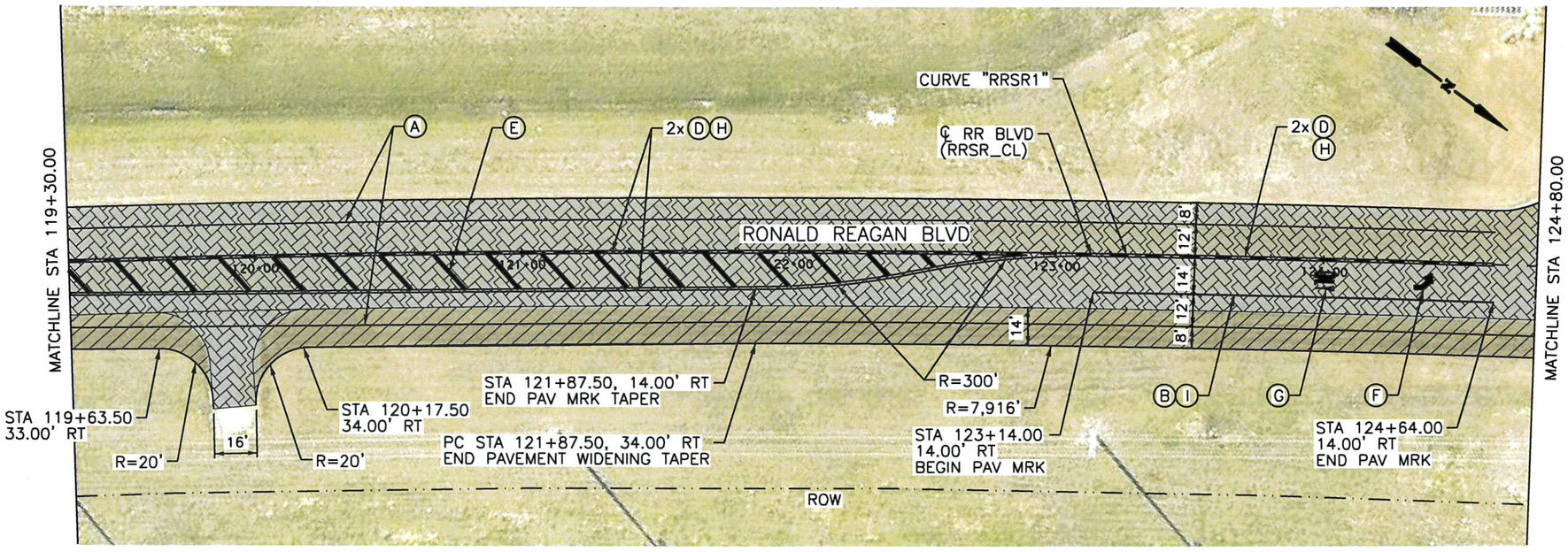


CURVE DATA "RRSR1"

PI STATION	= 145+83.06	LENGTH	= 5,203.66
DELTA	= 37° 30' 10.36" (RT)	RADIUS	= 7,950.00
DEGREE OF CURVE	= 0° 43' 14.53"	PC STATION	= 118+84.17
TANGENT	= 2,698.88	PT STATION	= 170+87.84



25 12.5 0 25 50
SCALE FEET

LEGEND

UNDER SEAL, OVERLAY/WIDENING 2"

MILLING

WIDENING

EXISTING CONCRETE

- (A) REFL PAV MRK TY I & II (W) 4" (SLD)
- (B) REFL PAV MRK TY I & II (W) 8" (SLD)
- (C) REFL PAV MRK TY I & II (W) 24" (SLD)
- (D) REFL PAV MRK TY I & II (Y) 4" (SLD)
- (E) REFL PAV MRK TY I & II (Y) 24" (SLD)
- (F) REFL PAV MRK TY I & II (W) (ARROW)
- (G) REFL PAV MRK TY I & II (W) (WORD)
- (H) REFL PAV MRKR TY II-A-A
- (I) REFL PAV MRKR TY I-C

NOTES:

1. ALL DIMENSIONS ARE SHOWN TO THE CENTER OF THE DESIGNATED STRIPE.
2. ALL FINAL STRIPING SHALL BE THERMOPLASTIC, TYPE I.
3. REFER TO ATTACHED STANDARD DRAWINGS FOR ADDITIONAL INFORMATION.

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WILLIAMSON COUNTY 1848

WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

RONALD REAGAN BLVD WIDENING AND STRIPING PLAN

Designed:	AF
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SHEET NO. 9

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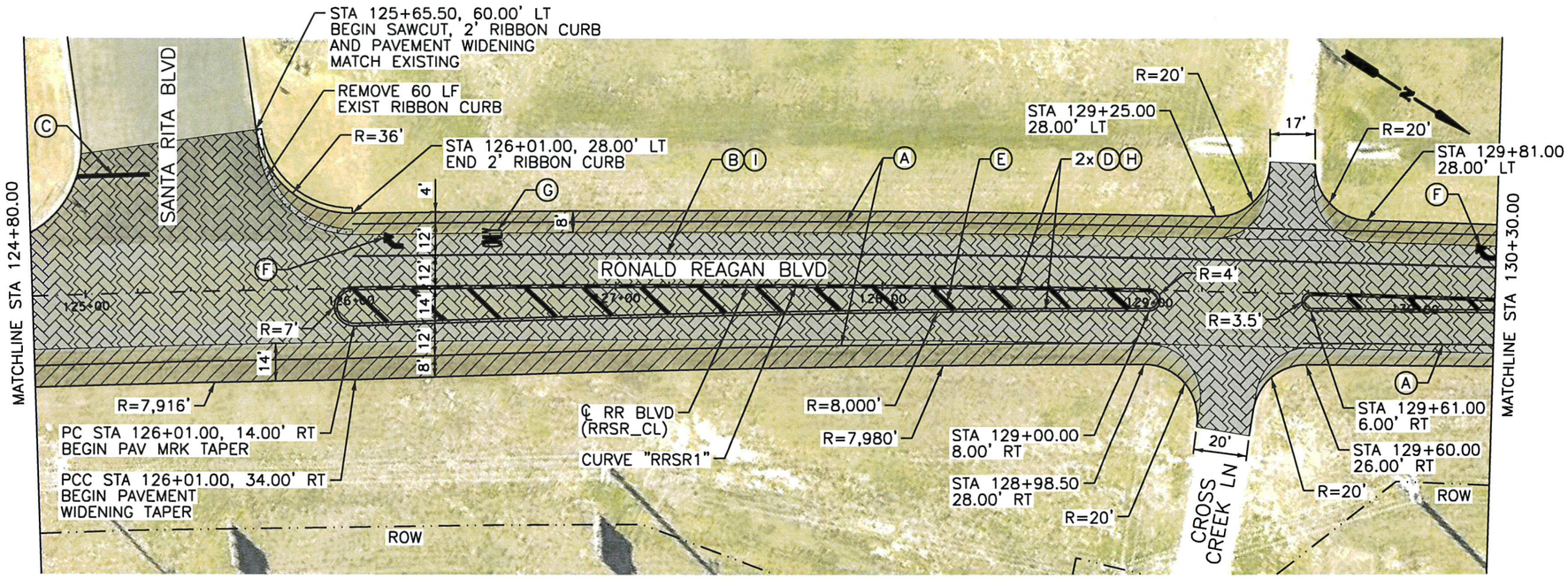
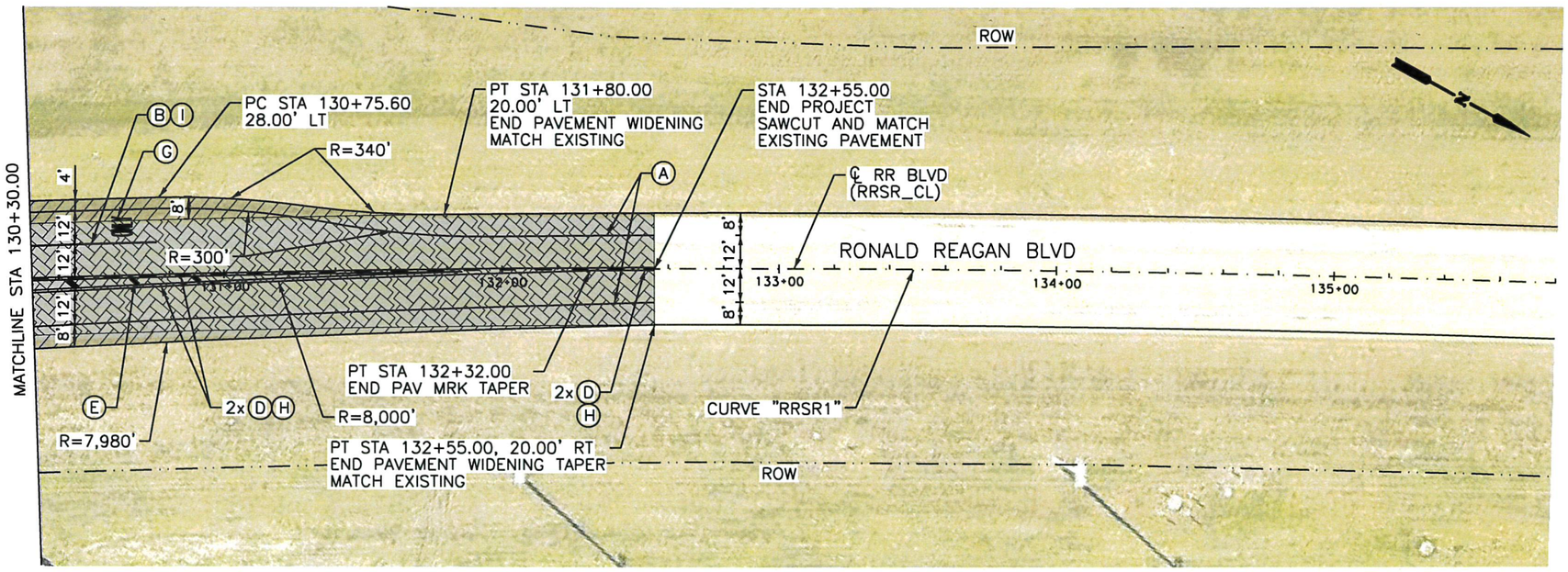


CURVE DATA "RRSR1"

PI STATION	= 145+83.06	LENGTH	= 5,203.66
DELTA	= 37° 30' 10.36" (RT)	RADIUS	= 7,950.00
DEGREE OF CURVE	= 0° 43' 14.53"	PC STATION	= 118+84.17
TANGENT	= 2,698.88	PT STATION	= 170+87.84



25 12.5 0 25 50
SCALE FEET

LEGEND

UNDER SEAL, OVERLAY/WIDENING 2"

MILLING

WIDENING

EXISTING CONCRETE

- (A) REFL PAV MRK TY I & II (W) 4" (SLD)
- (B) REFL PAV MRK TY I & II (W) 8" (SLD)
- (C) REFL PAV MRK TY I & II (W) 24" (SLD)
- (D) REFL PAV MRK TY I & II (Y) 4" (SLD)
- (E) REFL PAV MRK TY I & II (Y) 24" (SLD)
- (F) REFL PAV MRK TY I & II (W) (ARROW)
- (G) REFL PAV MRK TY I & II (W) (WORD)
- (H) REFL PAV MRKR TY II-A-A
- (I) REFL PAV MRKR TY I-C

NOTES:

1. ALL DIMENSIONS ARE SHOWN TO THE CENTER OF THE DESIGNATED STRIPE.
2. ALL FINAL STRIPING SHALL BE THERMOPLASTIC, TYPE I.
3. REFER TO ATTACHED STANDARD DRAWINGS FOR ADDITIONAL INFORMATION.

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RONALD REAGAN BLVD WIDENING AND STRIPING PLAN

Designed:	AF	3151 S.E. INNER LOOP, SUITE B GEORGETOWN, TEXAS 78626 (512) 943-3330 www.wilco.org	SHEET NO. 10
Checked:	KQK		
Drawn:	AF		
Checked:	KQK		

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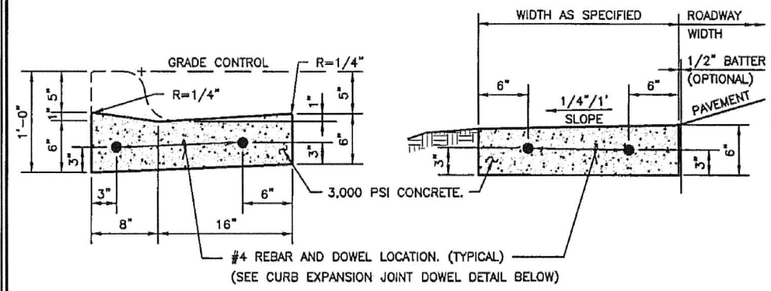
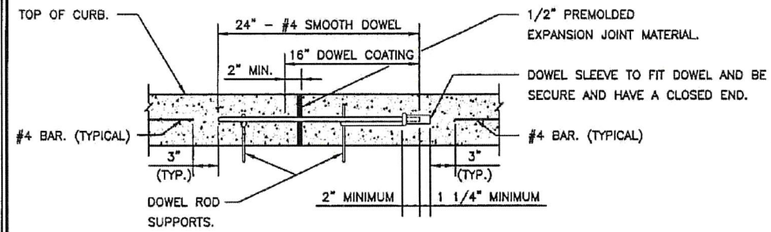


LAY DOWN CURB

RIBBON CURB



CURB EXPANSION JOINT DOWEL DETAIL

NOTES:

1. ALL WORK AND MATERIAL SHALL CONFORM TO ASTM A615, A615M, C309 AND D1752. BROOM FINISH EXPOSED SURFACE.
2. CONTROL JOINT SPACING SHALL NOT EXCEED 10'-0'.
3. EXPANSION JOINTS AS PER STANDARD ASTM D-1752.
4. EXPANSION JOINT INTERVALS NOT TO EXCEED 40'-0" FOR ALL CURBS AND CONSTRUCTION METHODS.
5. ALL CURBS SHALL HAVE A MINIMUM OF 4" OF COMPACTED FLEXIBLE BASE BETWEEN BOTTOM OF CURB AND TOP SUBGRADE THAT SHALL EXTEND A MINIMUM OF 18" BEHIND BACK OF CURB. TOTAL DEPTH OF FLEXIBLE BASE UNDER AND BEHIND CURB SHALL BE: (TOTAL DEPTH OF FLEXIBLE BASE) LESS (6-INCHES).
6. ALL CURBS SHALL CONFORM TO THESE DETAILS INDEPENDANT OF THE CONSTRUCTION METHODS USED.

RECORD SIGNED COPY ON FILE AT PUBLIC WORKS	CITY OF ROUND ROCK	DRAWING NO: S-04
APPROVED 08-21-03 DATE	LAYDOWN AND RIBBON CURB DETAIL (WITH CURB EXPANSION JOINT DOWEL DETAIL)	
THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR THE APPROPRIATE USE OF THIS DETAIL.		

STATE OF TEXAS
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08/29/2018

NO.	REVISION	BY	DATE

WILLIAMSON COUNTY 1848
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RONALD REAGAN BLVD WIDENING
MISCELLANEOUS DETAILS

Designed:	AF	3151 S.E. INNER LOOP, SUITE B GEORGETOWN, TEXAS 78626 (512) 943-3330 www.wilco.org	SHEET NO. 11
Checked:	KQK		
Drawn:	AF		
Checked:	KQK		

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BARRICADE AND CONSTRUCTION (BC) STANDARD SHEETS GENERAL NOTES:

1. The Barricade and Construction Standard Sheets (BC sheets) are intended to show typical examples for placement of temporary traffic control devices, construction pavement markings, and typical work zone signs. The information contained in these sheets meet or exceed the requirements shown in the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).

2. The development and design of the Traffic Control Plan (TCP) is the responsibility of the Engineer.

3. The Contractor may propose changes to the TCP that are signed and sealed by a licensed professional engineer for approval. The Engineer may develop, sign and seal Contractor proposed changes.

4. The Contractor is responsible for installing and maintaining the traffic control devices as shown in the plans. The Contractor may not move or change the approximate location of any device without the approval of the Engineer.

5. Geometric design of lane shifts and detours should, when possible, meet the applicable design criteria contained in manuals such as the American Association of State Highway and Transportation Officials (AASHTO), "A Policy on Geometric Design of Highways and Streets," the TxDOT "Roadway Design Manual" or engineering judgment.

6. When projects abut, the Engineer(s) may omit the END ROAD WORK, TRAFFIC FINES DOUBLE, and other advance warning signs if the signing would be redundant and the work areas appear continuous to the motorists. If the adjacent project is completed first, the Contractor shall erect the necessary warning signs as shown on these sheets, the TCP sheets or as directed by the Engineer. The BEGIN ROAD WORK NEXT X MILES sign shall be revised to show appropriate work zone distance.

7. The Engineer may require duplicate warning signs on the median side of divided highways where median width will permit and traffic volumes justify the signing.

8. All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas," latest edition. Sign details not shown in this manual shall be shown in the plans or the Engineer shall provide a detail to the Contractor before the sign is manufactured.

9. The temporary traffic control devices shown in the illustrations of the BC sheets are examples. As necessary, the Engineer will determine the most appropriate traffic control devices to be used.

10. As shown on BC(2), the OBEY WARNING SIGNS STATE LAW sign, STAY ALERT TALK OR TEXT LATER (see Sign Detail G20-10T) and the WORK ZONE TRAFFIC FINES DOUBLE sign with plaque shall be erected in advance of the CSJ limits. However, the TRAFFIC FINES DOUBLE sign will not be required on projects consisting solely of mobile operation work, such as striping or milling edgeline rumble strips. The BEGIN ROAD WORK NEXT X MILES, CONTRACTOR and END ROAD WORK signs shall be erected at or near the CSJ limits.

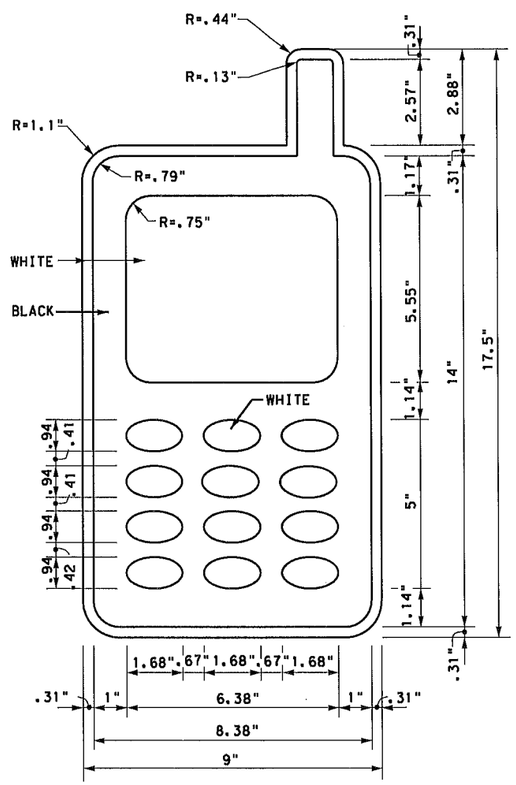
11. Except for devices required by Note 10, traffic control devices should be in place only while work is actually in progress or a definite need exists.

12. The Engineer has the final decision on the location of all traffic control devices.

13. Inactive equipment and work vehicles, including workers' private vehicles must be parked away from travel lanes. They should be as close to the right-of-way line as possible, or located behind a barrier or guardrail, or as approved by the Engineer.

WORKER SAFETY APPAREL NOTES:

1. Workers on foot who are exposed to traffic or to construction equipment within the right-of-way shall wear high-visibility safety apparel meeting the requirements of ISEA "American National Standard for High-Visibility Apparel," or equivalent revisions, and labeled as ANSI 107-2004 standard performance for Class 2 or 3 risk exposure. Class 3 garments should be considered for high traffic volume work areas or night time work.



3.0" Radius, 1.25" Border, 0.75" Indent, Black on Yellow; [STAY ALERT] Font: D
3.0" Radius, 1.25" Border, 0.75" Indent, Black on Orange; [TALK OR TEXT LATER] Font: C specified length;

SIGN DETAIL (G20-10T)

Only pre-qualified products shall be used. The "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources and may be found on-line at the web address given below or by contacting:

Texas Department of Transportation
Traffic Operations Division - TE
Phone (512) 416-3118

THE DOCUMENTS BELOW CAN BE FOUND ON-LINE AT http://www.txdot.gov
COMPLIANT WORK ZONE TRAFFIC CONTROL DEVICES LIST (CWZTCD)
DEPARTMENTAL MATERIAL SPECIFICATIONS (DMS)
MATERIAL PRODUCER LIST (MPL)
ROADWAY DESIGN MANUAL - SEE "MANUALS (ONLINE MANUALS)"
STANDARD HIGHWAY SIGN DESIGNS FOR TEXAS (SHSD)
TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD)
TRAFFIC ENGINEERING STANDARD SHEETS

Texas Department of Transportation — Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION GENERAL NOTES AND REQUIREMENTS

BC(1)-14

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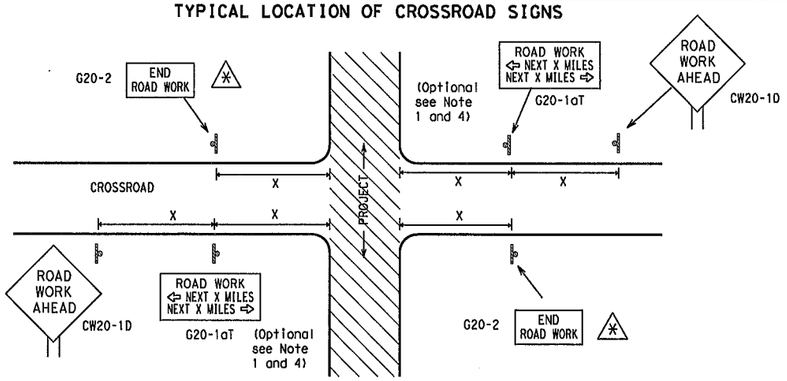
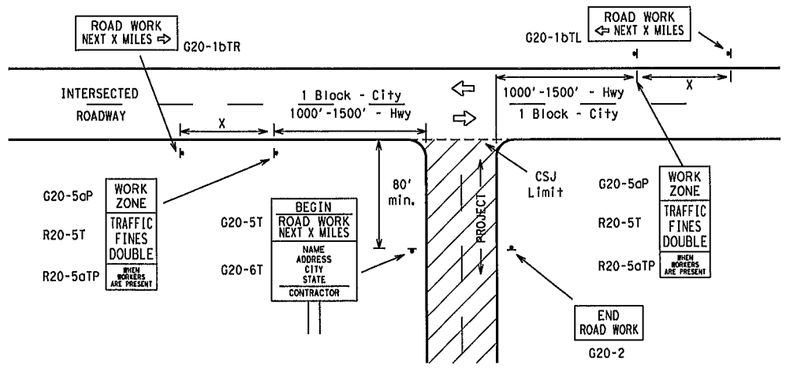
TYPICAL LOCATION OF CROSSROAD SIGNS



⚹ May be mounted on back of "ROAD WORK AHEAD"(CW20-1D) sign with approval of Engineer. (See note 2 below)

1. The typical minimum signing on a crossroad approach should be a "ROAD WORK AHEAD" (CW20-1D) sign and a (G20-2) "END ROAD WORK" sign, unless noted otherwise in plans.
2. The Engineer may use the reduced size 36" x 36" ROAD WORK AHEAD (CW20-1D) sign mounted back to back with the reduced size 36" x 18" "END ROAD WORK"(G20-2) sign on low volume crossroads (see Note 4 under "Typical Construction Warning Sign Size and Spacing"). See the "Standard Highway Sign Designs for Texas" manual for sign details. The Engineer may omit the advance warning signs on low volume crossroads. The Engineer will determine whether a road is low volume. This information shall be shown in the plans.
3. Based on existing field conditions, the Engineer/Inspector may require additional signs such as FLAGGER AHEAD, LOOSE GRAVEL, or other appropriate signs. When additional signs are required, these signs will be considered part of the minimum requirements. The Engineer/Inspector will determine the proper location and spacing of any sign not shown on the BC sheets, Traffic Control Plan sheets or the Work Zone Standard Sheets.
4. The "ROAD WORK NEXT X MILES"(G20-1aT) sign shall be required at high volume crossroads to advise motorists of the length of construction in either direction from the intersection. The Engineer will determine whether a roadway is considered high volume.
5. Additional traffic control devices may be shown elsewhere in the plans for higher volume crossroads.
6. When work occurs in the intersection area, appropriate traffic control devices, as shown elsewhere in the plans or as determined by the Engineer/Inspector, shall be in place.

T-INTERSECTION



CSJ LIMITS AT T-INTERSECTION

1. The Engineer will determine the types and location of any additional traffic control devices, such as a flagger and accompanying signs, or other signs, that should be used when work is being performed at or near an intersection.
2. If construction closes the road at a T-intersection the Contractor shall place the "CONTRACTOR NAME"(G20-6T) sign behind the Type 3 Barricades for the road closure (see BC(10) also). The "ROAD WORK NEXT X MILES" left arrow(G20-1bTL) and "ROAD WORK NEXT X MILES" right arrow (G20-1bTR)" signs shall be replaced by the detour signing called for in the plans.

TYPICAL CONSTRUCTION WARNING SIGN SIZE AND SPACING

SIZE

Sign Number or Series	Conventional Road	Expressway/ Freeway
CW20[4], CW21, CW22, CW23, CW25	48" x 48"	48" x 48"
CW1, CW2, CW7, CW8, CW9, CW11, CW14	36" x 36"	48" x 48"
CW3, CW4, CW5, CW6, CW8-3, CW10, CW12	48" x 48"	48" x 48"

SPACING

Posted Speed	Sign Spacing "X" Δ
MPH	Feet (Apprx.)
30	120
35	160
40	240
45	320
50	400
55	500[2]
60	600[2]
65	700[2]
70	800[2]
75	900[2]
80	1000[2]
⚹	⚹[3]

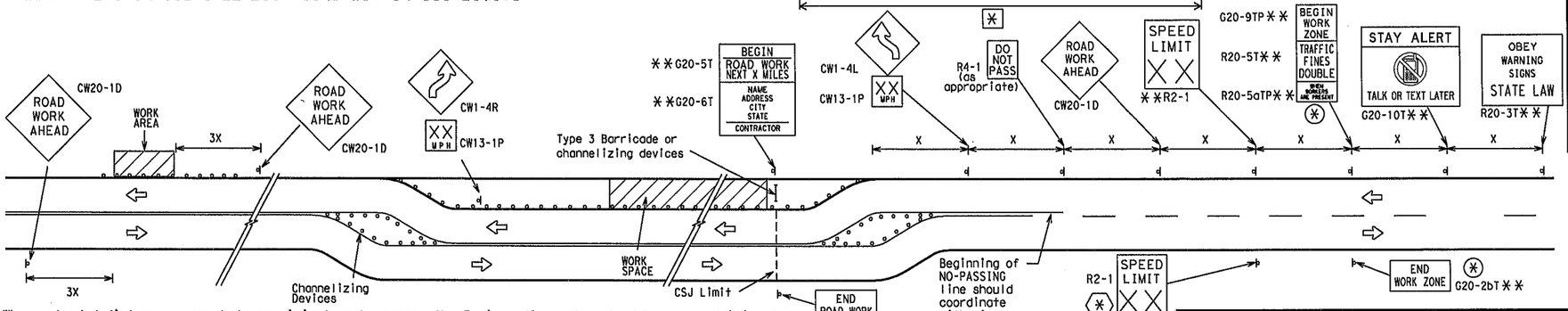
⚹ For typical sign spacings on divided highways, expressways and freeways, see Part 6 of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) typical application diagrams or TCP Standard Sheets.

Δ Minimum distance from work area to first Advance Warning sign nearest the work area and/or distance between each additional sign.

GENERAL NOTES

1. Special or larger size signs may be used as necessary.
2. Distance between signs should be increased as required to have 1500 feet advance warning.
3. Distance between signs should be increased as required to have 1/2 mile or more advance warning.
4. 36" x 36" "ROAD WORK AHEAD" (CW20-1D) signs may be used on low volume crossroads at the discretion of the Engineer. See Note 2 under "Typical Location of Crossroad Signs".
5. Only diamond shaped warning sign sizes are indicated.
6. See sign size listing in "TMUTCD", Sign Appendix or the "Standard Highway Sign Designs for Texas" manual for complete list of available sign design sizes.

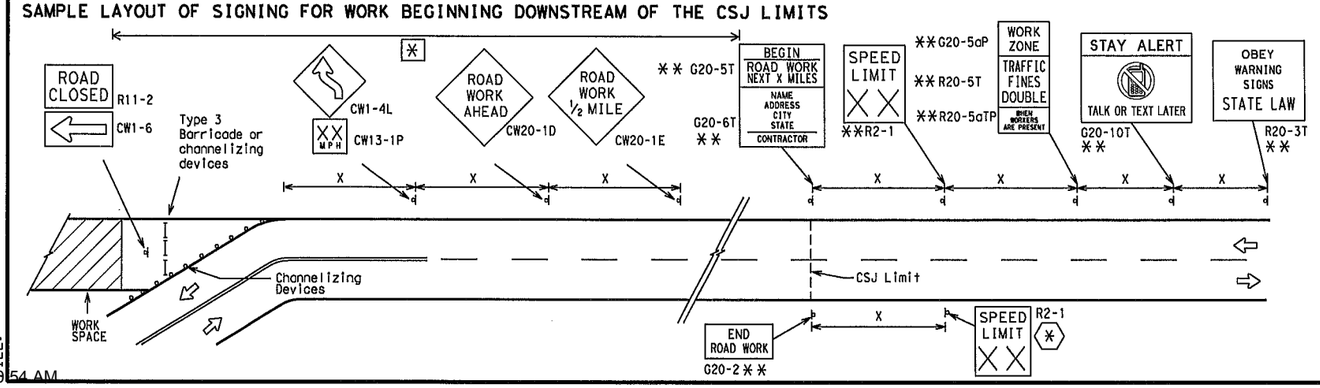
WORK AREAS IN MULTIPLE LOCATIONS WITHIN CSJ LIMITS



When extended distances occur between minimal work spaces, the Engineer/Inspector should ensure additional "ROAD WORK AHEAD"(CW20-1D) signs are placed in advance of these work areas to remind drivers they are still within the project limits. See the applicable TCP sheets for exact location and spacing of signs and channelizing devices.

SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING AT THE CSJ LIMITS

SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING DOWNSTREAM OF THE CSJ LIMITS



NOTES

The Contractor shall determine the appropriate distance to be placed on the G20-1 series signs and "BEGIN ROAD WORK NEXT X MILES"(G20-5T) sign for each specific project. This distance shall replace the "X" and shall be rounded to the nearest whole mile with the approval of the Engineer. No decimals shall be used.

⚹ The "BEGIN WORK ZONE"(G20-9TP) and "END WORK ZONE" (G20-2bT) shall be used as shown on the sample layout when advance signs are required outside the CSJ Limits. They inform the motorist of entering or leaving a part of the work zone lying outside the CSJ Limits where traffic fines may double if workers are present.

⚹⚹ Required CSJ Limit signing. See Note 10 on BC(1). TRAFFIC FINES DOUBLE signs will not be required on projects consisting solely of mobile operations work.

▣ Area for placement of "ROAD WORK AHEAD" (CW20-1D) sign and other signs or devices as called for on the Traffic Control Plan.

⚹ Contractor will install a regulatory speed limit sign at the end of the work zone.

LEGEND

⊢⊣	Type 3 Barricade
○ ○ ○	Channelizing Devices
▬	Sign
X	See Typical Construction Warning Sign Size and Spacing chart or the TMUTCD for sign spacing requirements.

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PROJECT LIMIT

BC(2)-14

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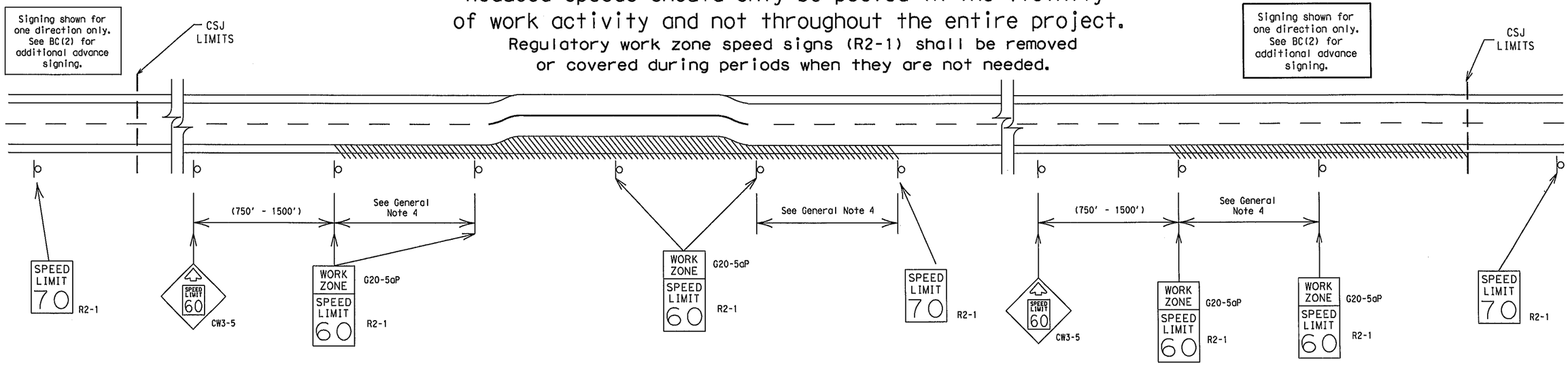
TYPICAL APPLICATION OF WORK ZONE SPEED LIMIT SIGNS

Work zone speed limits shall be regulatory, established in accordance with the "Procedures for Establishing Speed Zones," and approved by the Texas Transportation Commission, or by City Ordinance when within Incorporated City Limits.

Reduced speeds should only be posted in the vicinity of work activity and not throughout the entire project.

Regulatory work zone speed signs (R2-1) shall be removed or covered during periods when they are not needed.



GUIDANCE FOR USE:

LONG/INTERMEDIATE TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit should be included on the design of the traffic control plans when restricted geometrics with a lower design speed are present in the work zone and modification of the geometrics to a higher design speed is not feasible.

Long/Intermediate Term Work Zone Speed Limit signs, when approved as described above, should be posted and visible to the motorist when work activity is present. Work activity may also be defined as a change in the roadway that requires a reduced speed for motorists to safely negotiate the work area, including:

a) rough road or damaged pavement surface
b) substantial alteration of roadway geometrics (diversions)
c) construction detours
d) grade
e) width
f) other conditions readily apparent to the driver

As long as any of these conditions exist, the work zone speed limit signs should remain in place.

SHORT TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit may be included on the design of the traffic control plans when workers or equipment are not behind concrete barrier, when work activity is within 10 feet of the traveled way or actually in the travelled way.

Short Term Work Zone Speed Limit signs should be posted and visible to the motorists only when work activity is present. When work activity is not present, signs shall be removed or covered.
(See Removing or Covering on BC(4)).

GENERAL NOTES

1. Regulatory work zone speed limits should be used only for sections of construction projects where speed control is of major importance.
2. Regulatory work zone speed limit signs shall be placed on supports at a 7 foot minimum mounting height.
3. Speed zone signs are illustrated for one direction of travel and are normally posted for each direction of travel.
4. Frequency of work zone speed limit signs should be:
   40 mph and greater 0.2 to 2 miles
   35 mph and less 0.2 to 1 mile
5. Regulatory speed limit signs shall have black legend and border on a white reflective background (See "Reflective Sheeting" on BC(4)).
6. Fabrication, erection and maintenance of the"ADVANCE SPEED LIMIT"(CW3-5)sign, "WORK ZONE"(G20-5aP) plaque and the "SPEED LIMIT"(R2-1)signs shall not be paid for directly, but shall be considered subsidiary to Item 502.
7. Turning signs from view, laying signs over or down will not be allowed, unless as otherwise noted under "REMOVING OR COVERING" on BC(4).
8. Techniques that may help reduce traffic speeds include but are not limited to:
   A. Law enforcement.
   B. Flagger stationed next to sign.
   C. Portable changeable message sign (PCMS).
   D. Low-power (drone) radar transmitter.
   E. Speed monitor trailers or signs.
9. Speeds shown on details above are for illustration only. Work Zone Speed Limits should only be posted as approved for each project.
10. For more specific guidance concerning the type of work, work zone conditions and factors impacting allowable regulatory construction speed zone reduction see TxDOT form #1204 in the TxDOT e-form system.

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SHEET 3 OF 12

Texas Department of Transportation | Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION WORK ZONE SPEED LIMIT

BC(3)-14

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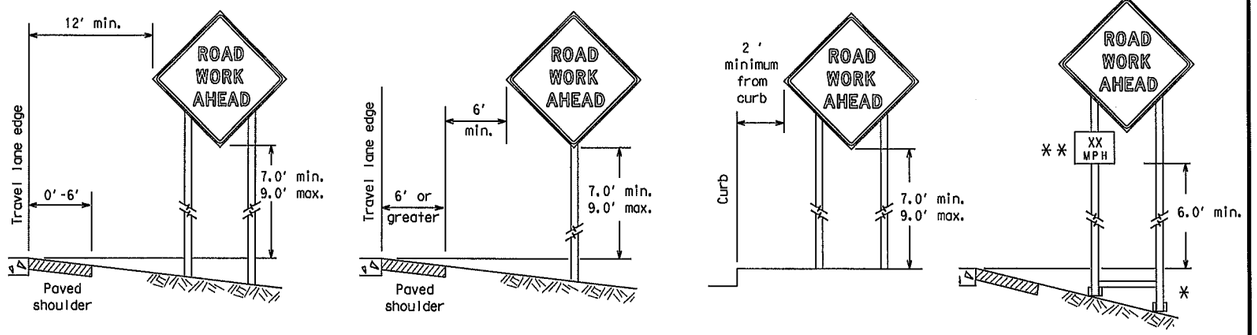
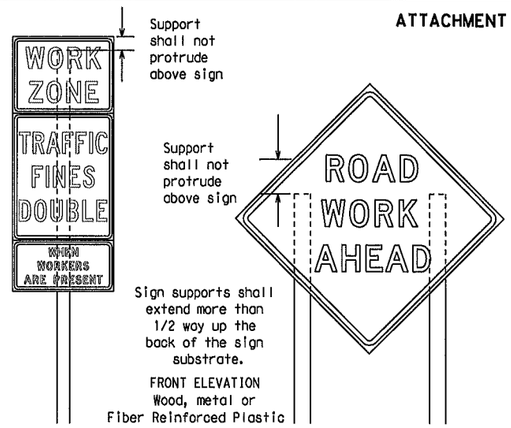
TYPICAL MINIMUM CLEARANCES FOR LONG TERM AND INTERMEDIATE TERM SIGNS

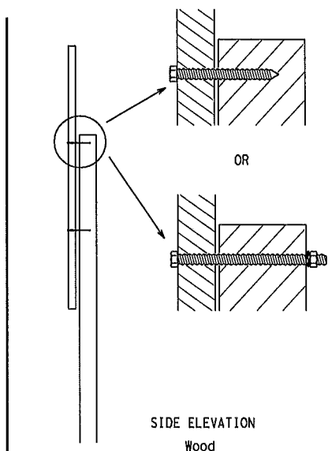


* When placing skid supports on unlevel ground, the leg post lengths must be adjusted so the sign appears straight and plumb. Objects shall NOT be placed under skids as a means of leveling.

** When plaques are placed on dual-leg supports, they should be attached to the upright nearest the travel lane. Supplemental plaques (advisory or distance) should not cover the surface of the parent sign.

ATTACHMENT FOR SIGN SUPPORTS





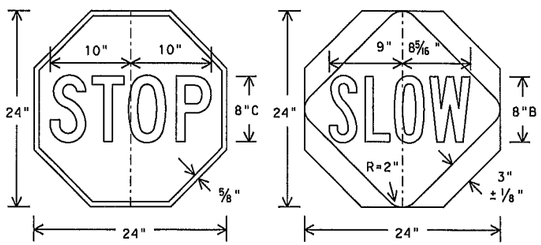
Attachment to wooden supports will be by bolts and nuts or screws. Use TxDOT's or manufacturer's recommended procedures for attaching sign substrates to other types of sign supports

Nails shall NOT be allowed. Each sign shall be attached directly to the sign support. Multiple signs shall not be joined or spliced by any means. Wood supports shall not be extended or repaired by splicing or other means.

Splicing embedded perforated square metal tubing in order to extend post height will only be allowed when the splice is made using four bolts, two above and two below the spice point. Splice must be located entirely behind the sign substrate, not near the base of the support. Splice insert lengths should be at least 5 times nominal post size, centered on the splice and of at least the same gauge material.

STOP/SLOW PADDLES

1. STOP/SLOW paddles are the primary method to control traffic by flaggers. The STOP/SLOW paddle size should be 24" x 24" as detailed below.
2. When used at night, the STOP/SLOW paddle shall be retroreflectorized.
3. STOP/SLOW paddles may be attached to a staff with a minimum length of 6' to the bottom of the sign.
4. Any lights incorporated into the STOP or SLOW paddle faces shall only be as specifically described in Section 6E.03 Hand Signaling Devices in the TMUTCD.



CONTRACTOR REQUIREMENTS FOR MAINTAINING PERMANENT SIGNS WITHIN THE PROJECT LIMITS

1. Permanent signs are used to give notice of traffic laws or regulations, call attention to conditions that are potentially hazardous to traffic operations, show route designations, destinations, directions, distances, services, points of interest, and other geographical, recreational, or cultural information. Drivers proceeding through a work zone need the same, if not better route guidance as normally installed on a roadway without construction.
2. When permanent regulatory or warning signs conflict with work zone conditions, remove or cover the permanent signs until the permanent sign message matches the roadway condition.
3. When existing permanent signs are moved and relocated due to construction purposes, they shall be visible to motorists at all times.
4. If existing signs are to be relocated on their original supports, they shall be installed on crashworthy bases as shown on the SMD Standard sheets. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards. This work should be paid for under the appropriate pay item for relocating existing signs.
5. If permanent signs are to be removed and relocated using temporary supports, the Contractor shall use crashworthy supports as shown on the BC sheets or the CWZTCD. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards during construction. This work should be paid for under the appropriate pay item for relocating existing signs.
6. Any sign or traffic control device that is struck or damaged by the Contractor or his/her construction equipment shall be replaced as soon as possible by the Contractor to ensure proper guidance for the motorists. This will be subsidiary to Item 502.

GENERAL NOTES FOR WORK ZONE SIGNS

1. Contractor shall install and maintain signs in a straight and plumb condition and/or as directed by the Engineer.
2. Wooden sign posts shall be painted white.
3. Barricades shall NOT be used as sign supports.
4. All signs shall be installed in accordance with the plans or as directed by the Engineer. Signs shall be used to regulate, warn, and guide the traveling public safely through the work zone.
5. The Contractor may furnish either the sign design shown in the plans or in the "Standard Highway Sign Designs for Texas" (SHSD). The Engineer/Inspector may require the Contractor to furnish other work zone signs that are shown in the TMUTCD but may have been omitted from the plans. Any variation in the plans shall be documented by written agreement between the Engineer and the Contractor's Responsible Person. All changes must be documented in writing before being implemented. This can include documenting the changes in the Inspector's TxDOT diary and having both the Inspector and Contractor initial and date the agreed upon changes.
6. The Contractor shall furnish sign supports listed in the "Compliant Work Zone Traffic Control Device List" (CWZTCD). The Contractor shall install the sign support in accordance with the manufacturer's recommendations. If there is a question regarding installation procedures, the Contractor shall furnish the Engineer a copy of the manufacturer's installation recommendations so the Engineer can verify the correct procedures are being followed.
7. The Contractor is responsible for installing signs on approved supports and replacing signs with damaged or cracked substrates and/or damaged or marred reflective sheeting as directed by the Engineer/Inspector.
8. Identification markings may be shown only on the back of the sign substrate. The maximum height of letters and/or company logos used for identification shall be 1 inch.
9. The Contractor shall replace damaged wood posts. New or damaged wood sign posts shall not be spliced.

DURATION OF WORK (as defined by the "Texas Manual on Uniform Traffic Control Devices" Part 6)

1. The types of sign supports, sign mounting height, the size of signs, and the type of sign substrates can vary based on the type of work being performed. The Engineer is responsible for selecting the appropriate size sign for the type of work being performed. The Contractor is responsible for ensuring the sign support, sign mounting height and substrate meets manufacturer's recommendations in regard to crashworthiness and duration of work requirements.
   a. Long-term stationary - work that occupies a location more than 3 days.
   b. Intermediate-term stationary - work that occupies a location more than one daylight period up to 3 days, or nighttime work lasting more than one hour.
   c. Short-term stationary - daytime work that occupies a location for more than 1 hour in a single daylight period.
   d. Short, duration - work that occupies a location up to 1 hour.
   e. Mobile - work that moves continuously or intermittently (stopping for up to approximately 15 minutes.)

SIGN MOUNTING HEIGHT

1. The bottom of Long-term/Intermediate-term signs shall be at least 7 feet, but not more than 9 feet, above the paved surface, except as shown for supplemental plaques mounted below other signs.
2. The bottom of Short-term/Short Duration signs shall be a minimum of 1 foot above the pavement surface but no more than 2 feet above the ground.
3. Long-term/Intermediate-term Signs may be used in lieu of Short-term/Short Duration signing.
4. Short-term/Short Duration signs shall be used only during daylight and shall be removed at the end of the workday or raised to appropriate Long-term/Intermediate sign height.
5. Regulatory signs shall be mounted at least 7 feet, but not more than 9 feet, above the paved surface regardless of work duration.

SIZE OF SIGNS

1. The Contractor shall furnish the sign sizes shown on BC (2) unless otherwise shown in the plans or as directed by the Engineer.

SIGN SUBSTRATES

1. The Contractor shall ensure the sign substrate is installed in accordance with the manufacturer's recommendations for the type of sign support that is being used. The CWZTCD lists each substrate that can be used on the different types and models of sign supports.
2. "Mesh" type materials are NOT an approved sign substrate, regardless of the tightness of the weave.
3. All wooden individual sign panels fabricated from 2 or more pieces shall have one or more plywood cleat, 1/2" thick by 6" wide, fastened to the back of the sign and extending fully across the sign. The cleat shall be attached to the back of the sign using wood screws that do not penetrate the face of the sign panel. The screws shall be placed on both sides of the splice and spaced at 6" centers. The Engineer may approve other methods of splicing the sign face.

REFLECTIVE SHEETING

1. All signs shall be retroreflective and constructed of sheeting meeting the color and retro-reflectivity requirements of DMS-8300 for rigid signs or DMS-8310 for roll-up signs. The web address for DMS specifications is shown on BC(1).
2. White sheeting, meeting the requirements of DMS-8300 Type A, shall be used for signs with a white background.
3. Orange sheeting, meeting the requirements of DMS-8300 Type B_{FL} or Type C_{FL}, shall be used for rigid signs with orange backgrounds.

SIGN LETTERS

1. All sign letters and numbers shall be clear, and open rounded type uppercase alphabet letters as approved by the Federal Highway Administration (FHWA) and as published in the "Standard Highway Sign Design for Texas" manual. Signs, letters and numbers shall be of first class workmanship in accordance with Department Standards and Specifications.

REMOVING OR COVERING

1. When sign messages may be confusing or do not apply, the signs shall be removed or completely covered.
2. Long-term stationary or intermediate stationary signs installed on square metal tubing may be turned away from traffic 90 degrees when the sign message is not applicable. This technique may not be used for signs installed in the median of divided highways or near any intersections where the sign may be seen from approaching traffic.
3. Signs installed on wooden skids shall not be turned at 90 degree angles to the roadway. These signs should be removed or completely covered when not required.
4. When signs are covered, the material used shall be opaque, such as heavy mil black plastic, or other materials which will cover the entire sign face and maintain their opaque properties under automobile headlights at night, without damaging the sign sheeting.
5. Burlap shall NOT be used to cover signs.
6. Duct tape or other adhesive material shall NOT be affixed to a sign face.
7. Signs and anchor stubs shall be removed and holes backfilled upon completion of work.

SIGN SUPPORT WEIGHTS

1. Where sign supports require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand should be used.
2. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight.
3. Rock, concrete, iron, steel or other solid objects shall not be permitted for use as sign support weights.
4. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs.
5. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall NOT be used.
6. Rubber ballasts designed for channelizing devices should not be used for ballast on portable sign supports. Sign supports designed and manufactured with rubber bases may be used when shown on the CWZTCD list.
7. Sandbags shall only be placed along or laid over the base supports of the traffic control device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners. Sandbags shall be placed along the length of the skids to weigh down the sign support.
8. Sandbags shall NOT be placed under the skid and shall not be used to level sign supports placed on slopes.

FLAGS ON SIGNS

1. Flags may be used to draw attention to warning signs. When used the flag shall be 16 inches square or larger and shall be orange or fluorescent red-orange in color. Flags shall not be allowed to cover any portion of the sign face.

Texas Department of Transportation | Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION TEMPORARY SIGN NOTES

BC(4)-14

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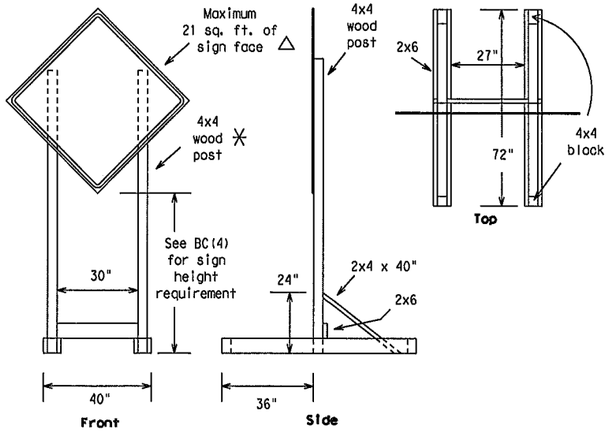
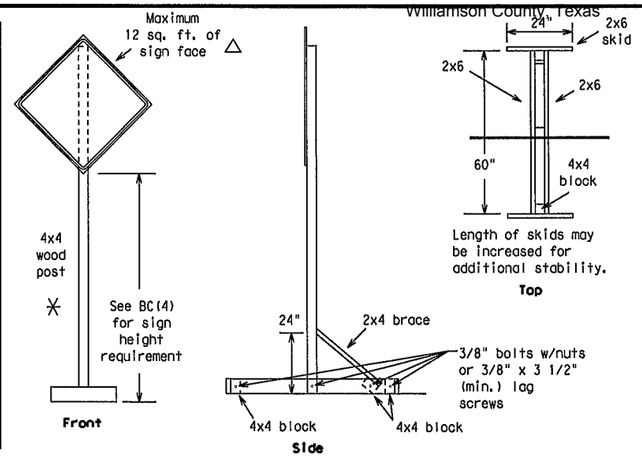
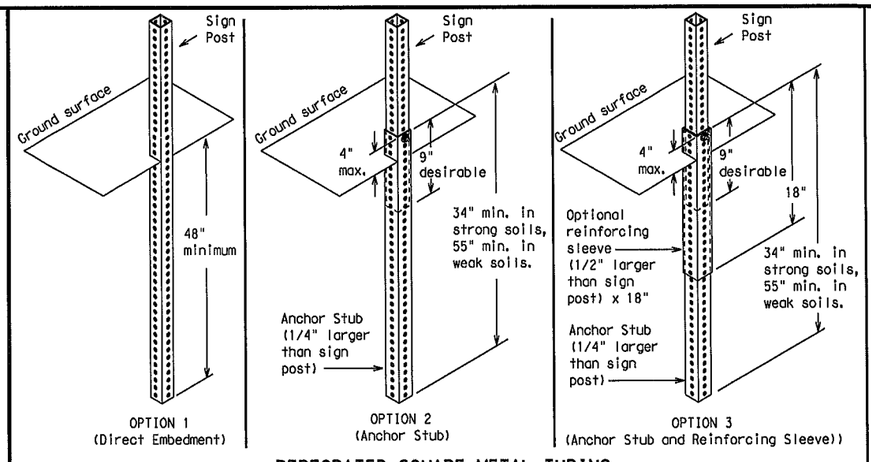


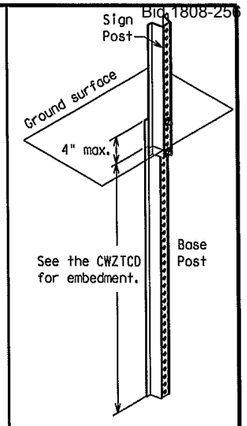


SKID MOUNTED WOOD SIGN SUPPORTS

LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS □



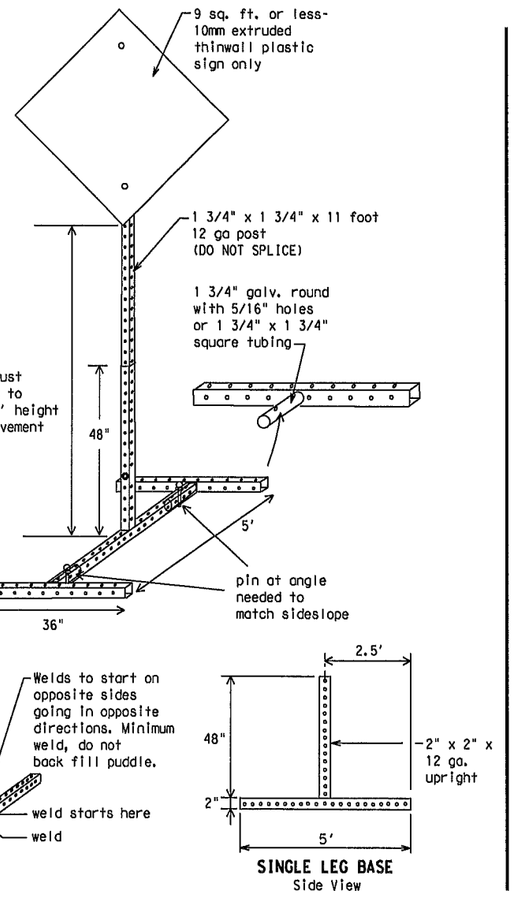
PERFORATED SQUARE METAL TUBING

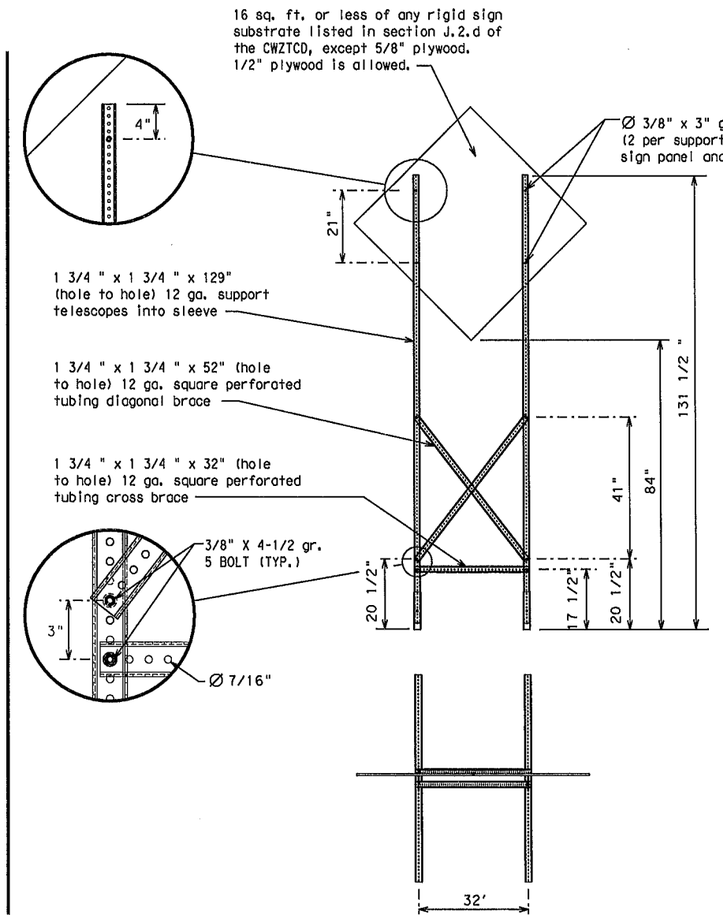


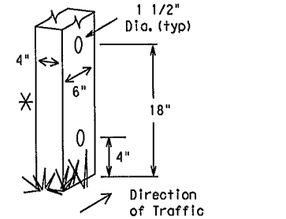
WING CHANNEL
Lap-splice/base bolted anchor

GROUND MOUNTED SIGN SUPPORTS

Refer to the CWZTCD and the manufacturer's installation procedure for each type sign support.
The maximum sign square footage shall adhere to the manufacturer's recommendation.
Two post installations can be used for larger signs.

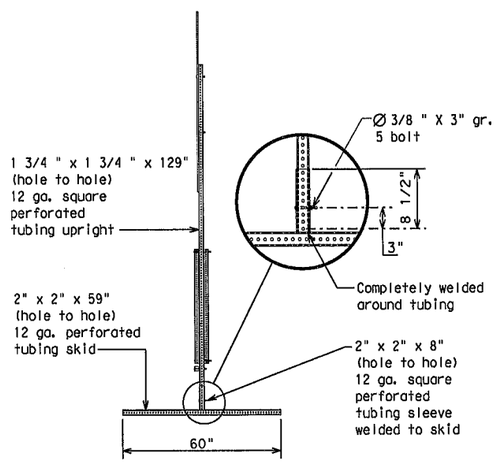






Nominal Post Size	Number of Posts	Maximum Sq. feet of Sign Face	Minimum Soil Embedment	Drilled Hole(s) Required
4 x 4	1	12	36"	NO
4 x 4	2	21	36"	NO
4 x 6	1	21	36"	YES
4 x 6	2	36	36"	YES

WOOD POST SYSTEM FOR GROUND MOUNTED SIGN SUPPORTS



SKID MOUNTED PERFORATED SQUARE STEEL TUBING SIGN SUPPORTS

WEDGE ANCHORS

Both steel and plastic Wedge Anchor Systems as shown on the SMD Standard Sheets may be used as temporary sign supports for signs up to 10 square feet of sign face. They may be set in concrete or in sturdy soils if approved by the Engineer. (See web address for "Traffic Engineering Standard Sheets" on BC(1)).

OTHER DESIGNS

MORE DETAILS OF APPROVED LONG/INTERMEDIATE AND SHORT TERM SUPPORTS CAN BE FOUND ON THE CWZTCD LIST. SEE BC(1) FOR WEBSITE LOCATION.

GENERAL NOTES

1. Nails may be used in the assembly of wooden sign supports, but 3/8" bolts with nuts or 3/8" x 3 1/2" lag screws must be used on every joint for final connection.
2. No more than 2 sign posts shall be placed within a 7 ft. circle, except for specific materials noted on the CWZTCD List.
3. When project is completed, all sign supports and foundations shall be removed from the project site. This will be considered subsidiary to Item 502.

□ See BC(4) for definition of "Work Duration."

✳ Wood sign posts MUST be one piece. Splicing will NOT be allowed. Posts shall be painted white.

△ See the CWZTCD for the type of sign substrate that can be used for each approved sign support.

Texas Department of Transportation | Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION TYPICAL SIGN SUPPORT

BC(5)-14

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WHEN NOT IN USE, REMOVE THE PCMS FROM THE RIGHT-OF-WAY OR PLACE THE PCMS BEHIND BARRIER OR GUARDRAIL WITH SIGN PANEL TURNED PARALLEL TO TRAFFIC

PORTABLE CHANGEABLE MESSAGE SIGNS

1. The Engineer/Inspector shall approve all messages used on portable changeable message signs (PCMS).
2. Messages on PCMS should contain no more than 8 words (about four to eight characters per word), not including simple words such as "TO," "FOR," "AT," etc.
3. Messages should consist of a single phase, or two phases that alternate. Three-phase messages are not allowed. Each phase of the message should convey a single thought, and must be understood by itself.
4. Use the word "EXIT" to refer to an exit ramp on a freeway; i.e., "EXIT CLOSED." Do not use the term "RAMP."
5. Always use the route or interstate designation (IH, US, SH, FM) along with the number when referring to a roadway.
6. When in use the bottom of a stationary PCMS message panel should be a minimum 7 feet above the roadway, where possible.
7. The message term "WEEKEND" should be used only if the work is to start on Saturday morning and end by Sunday evening at midnight. Actual days and hours of work should be displayed on the PCMS if work is to begin on Friday evening and/or continue into Monday morning.
8. The Engineer/Inspector may select one of two options which are available for displaying a two-phase message on a PCMS. Each phase may be displayed for either four seconds each or for three seconds each.
9. Do not "flash" messages or words included in a message. The message should be steady burn or continuous while displayed.
10. Do not present redundant information on a two-phase message; i.e., keeping two lines of the message the same and changing the third line.
11. Do not use the word "Danger" in message.
12. Do not display the message "LANES SHIFT LEFT" or "LANES SHIFT RIGHT" on a PCMS. Drivers do not understand the message.
13. Do not display messages that scroll horizontally or vertically across the face of the sign.
14. The following table lists abbreviated words and two-word phrases that are acceptable for use on a PCMS. Both words in a phrase must be displayed together. Words or phrases not on this list should not be abbreviated, unless shown in the TMUTCD.
15. PCMS character height should be at least 18 inches for trailer mounted units. They should be visible from at least 1/2 (.5) mile and the text should be legible from at least 600 feet at night and 800 feet in daylight. Truck mounted units must have a character height of 10 inches and must be legible from at least 400 feet.
16. Each line of text should be centered on the message board rather than left or right justified.
17. If disabled, the PCMS should default to an illegible display that will not alarm motorists and will only be used to alert workers that the PCMS has malfunctioned. A pattern such as a series of horizontal solid bars is appropriate.

WORD OR PHRASE	ABBREVIATION
Access Road	ACCS RD
Alternate	ALT
Avenue	AVE
Best Route	BEST RTE
Boulevard	BLVD
Bridge	BRDG
Cannot	CANT
Center	CTR
Construction Ahead	CONST AHD
CROSSING	XING
Detour Route	DETOUR RTE
Do Not	DONT
East	E
Eastbound	(route) E
Emergency	EMER
Emergency Vehicle	EMER VEH
Entrance, Enter	ENT
Express Lane	EXP LN
Expressway	EXPWY
XXXX Feet	XXXX FT
Fog Ahead	FOG AHD
Freeway	FRWY, FWY
Freeway Blocked	FWY BLKD
Friday	FRI
Hazardous Driving	HAZ DRIVING
Hazardous Material	HAZMAT
High-Occupancy	HOV
Vehicle Highway	HWY
Hour(s)	HR, HRS
Information	INFO
It Is	ITS
Junction	JCT
Left	LFT
Left Lane	LFT LN
Lane Closed	LN CLOSED
Lower Level	LWR LEVEL
Maintenance	MAINT

WORD OR PHRASE	ABBREVIATION
Major	MAJ
Miles	MI
Miles Per Hour	MPH
Minor	MNR
Monday	MON
Normal	NORM
North	N
Northbound	(route) N
Parking	PKING
Road	RD
Right Lane	RT LN
Saturday	SAT
Service Road	SERV RD
Shoulder	SHLDR
Slippery	SLIP
South	S
Southbound	(route) S
Speed	SPD
Street	ST
Sunday	SUN
Telephone	PHONE
Temporary	TEMP
Thursday	THURS
To Downtown	TO DWNTN
Traffic	TRAF
Travelers	TRVLRS
Tuesday	TUES
Time Minutes	TIME MIN
Upper Level	UPR LEVEL
Vehicles (s)	VEH, VEHS
Warning	WARN
Wednesday	WED
Weight Limit	WT LIMIT
West	W
Westbound	(route) W
Wet Pavement	WET PVMT
Will Not	WONT

Roadway designation # IH-number, US-number, SH-number, FM-number

RECOMMENDED PHASES AND FORMATS FOR PCMS MESSAGES DURING ROADWORK ACTIVITIES

(The Engineer may approve other messages not specifically covered here.)

Phase 1: Condition Lists

Road/Lane/Ramp Closure List

- FREEWAY CLOSED X MILE
- FRONTAGE ROAD CLOSED
- ROAD CLOSED AT SH XXX
- SHOULDER CLOSED XXX FT
- ROAD CLSD AT FM XXXX
- RIGHT LN CLOSED XXX FT
- RIGHT X LANES CLOSED
- RIGHT X LANES OPEN
- CENTER LANE CLOSED
- DAYTIME LANE CLOSURES
- NIGHT LANE CLOSURES
- I-XX SOUTH EXIT CLOSED
- VARIOUS LANES CLOSED
- EXIT XXX CLOSED X MILE
- EXIT CLOSED
- RIGHT LN TO BE CLOSED
- MALL DRIVEWAY CLOSED
- X LANES CLOSED TUE - FRI
- XXXXXXXX BLVD CLOSED

Other Condition List

- ROADWORK XXX FT
- ROAD REPAIRS XXXX FT
- FLAGGER XXXX FT
- LANE NARROWS XXXX FT
- RIGHT LN NARROWS XXXX FT
- TWO-WAY TRAFFIC XX MILE
- MERGING TRAFFIC XXXX FT
- CONST TRAFFIC XXX FT
- LOOSE GRAVEL XXXX FT
- UNEVEN LANES XXXX FT
- DETOUR X MILE
- ROUGH ROAD XXXX FT
- ROADWORK PAST SH XXXX
- ROADWORK NEXT FRI-SUN
- BUMP XXXX FT
- US XXX EXIT X MILES
- TRAFFIC SIGNAL XXXX FT
- LANES SHIFT *

* LANES SHIFT in Phase 1 must be used with STAY IN LANE in Phase 2.

Phase 2: Possible Component Lists

Action to Take/Effect on Travel List

- MERGE RIGHT
- FORM X LINES RIGHT
- DETOUR NEXT X EXITS
- USE XXXXX RD EXIT
- USE EXIT XXX
- USE EXIT I-XX NORTH
- STAY ON US XXX SOUTH
- USE I-XX E TO I-XX N
- TRUCKS USE US XXX N
- WATCH FOR TRUCKS
- WATCH FOR TRUCKS
- EXPECT DELAYS
- EXPECT DELAYS
- PREPARE TO STOP
- REDUCE SPEED XXX FT
- END SHOULDER USE
- USE OTHER ROUTES
- WATCH FOR WORKERS
- STAY IN LANE *

Location List

- AT FM XXXX
- BEFORE RAILROAD CROSSING
- NEXT X MILES
- PAST US XXX EXIT
- XXXXXXX TO XXXXXXX
- US XXX TO FM XXXX

Warning List

- SPEED LIMIT XX MPH
- MAXIMUM SPEED XX MPH
- MINIMUM SPEED XX MPH
- ADVISORY SPEED XX MPH
- RIGHT LANE EXIT
- USE CAUTION
- DRIVE SAFELY
- DRIVE WITH CARE

** Advance Notice List

- TUE-FRI XX AM- X PM
- APR XX-XX X PM-X AM
- BEGINS MONDAY
- BEGINS MAY XX
- MAY X-X XX PM - XX AM
- NEXT FRI-SUN
- XX AM TO XX PM
- NEXT TUE AUG XX
- TONIGHT XX PM- XX AM

** See Application Guidelines Note 6.

APPLICATION GUIDELINES

1. Only 1 or 2 phases are to be used on a PCMS.
2. The 1st phase (or both) should be selected from the "Road/Lane/Ramp Closure List" and the "Other Condition List".
3. A 2nd phase can be selected from the "Action to Take/Effect on Travel, Location, General Warning, or Advance Notice Phase Lists".
4. A Location Phase is necessary only if a distance or location is not included in the first phase selected.
5. If two PCMS are used in sequence, they must be separated by a minimum of 1000 ft. Each PCMS shall be limited to two phases, and should be understandable by themselves.
6. For advance notice, when the current date is within seven days of the actual work date, calendar days should be replaced with days of the week. Advance notification should typically be for no more than one week prior to the work.

WORDING ALTERNATIVES

1. The words RIGHT, LEFT and ALL can be interchanged as appropriate.
2. Roadway designations IH, US, SH, FM and LP can be interchanged as appropriate.
3. EAST, WEST, NORTH and SOUTH (or abbreviations E, W, N and S) can be interchanged as appropriate.
4. Highway names and numbers replaced as appropriate.
5. ROAD, HIGHWAY and FREEWAY can be interchanged as needed.
6. AHEAD may be used instead of distances if necessary.
7. FT and MI, MILE and MILES interchanged as appropriate.
8. AT, BEFORE and PAST interchanged as needed.
9. Distances or AHEAD can be eliminated from the message if a location phase is used.

PCMS SIGNS WITHIN THE R.O.W. SHALL BE BEHIND GUARDRAIL OR CONCRETE BARRIER OR SHALL HAVE A MINIMUM OF FOUR (4) PLASTIC DRUMS PLACED PERPENDICULAR TO TRAFFIC ON THE UPSTREAM SIDE OF THE PCMS, WHEN EXPOSED TO ONE DIRECTION OF TRAFFIC. WHEN EXPOSED TO TWO WAY TRAFFIC, THE FOUR DRUMS SHOULD BE PLACED WITH ONE DRUM AT EACH OF THE FOUR CORNERS OF THE UNIT.

FULL MATRIX PCMS SIGNS

1. When Full Matrix PCMS signs are used, the character height and legibility/visibility requirements shall be maintained as listed in Note 15 under "PORTABLE CHANGEABLE MESSAGE SIGNS" above.
2. When symbol signs, such as the "Flagger Symbol"(CW20-7) are represented graphically on the Full Matrix PCMS sign and, with the approval of the Engineer, it shall maintain the legibility/visibility requirement listed above.
3. When symbol signs are represented graphically on the Full Matrix PCMS, they shall only supplement the use of the static sign represented, and shall not substitute for, or replace that sign.
4. A full matrix PCMS may be used to simulate a flashing arrow board provided it meets the visibility, flash rate and dimming requirements on BC(7), for the same size arrow.

Texas Department of Transportation — Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PORTABLE CHANGEABLE MESSAGE SIGN (PCMS)

BC(6)-14

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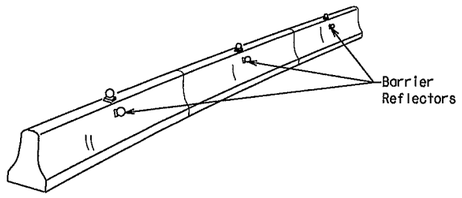
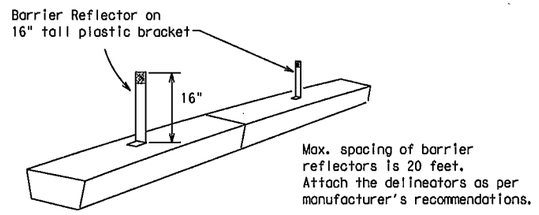
1. Barrier Reflectors shall be pre-qualified, and conform to the color and reflectivity requirements of DMS-8600. A list of prequalified Barrier Reflectors can be found at the Material Producer List web address shown on BC(1).
2. Color of Barrier Reflectors shall be as specified in the TMUTCD. The cost of the reflectors shall be considered subsidiary to Item 512.

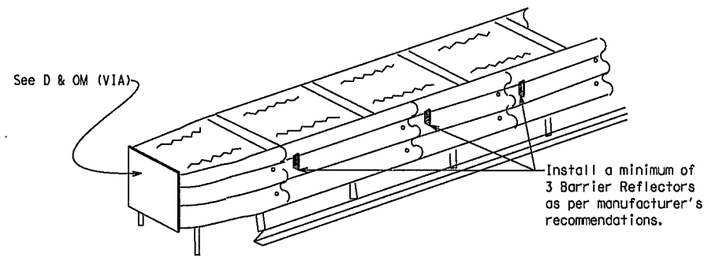


CONCRETE TRAFFIC BARRIER (CTB)

3. Where traffic is on one side of the CTB, two (2) Barrier Reflectors shall be mounted in approximately the midsection of each section of CTB. An alternate mounting location is uniformly spaced at one end of each CTB. This will allow for attachment of a barrier grapple without damaging the reflector. The Barrier Reflector mounted on the side of the CTB shall be located directly below the reflector mounted on top of the barrier, as shown in the detail above.
4. Where CTB separates two-way traffic, three barrier reflectors shall be mounted on each section of CTB. The reflector unit on top shall have two yellow reflective faces (Bi-Directional)while the reflectors on each side of the barrier shall have one yellow reflective face, as shown in the detail above.
5. When CTB separates traffic traveling in the same direction, no barrier reflectors will be required on top of the CTB.
6. Barrier Reflector units shall be yellow or white in color to match the edgeline being supplemented.
7. Maximum spacing of Barrier Reflectors is forty (40) feet.
8. Pavement markers or temporary flexible-reflective roadway marker tabs shall NOT be used as CTB delineation.
9. Attachment of Barrier Reflectors to CTB shall be per manufacturer's recommendations.
10. Missing or damaged Barrier Reflectors shall be replaced as directed by the Engineer.
11. Single slope barriers shall be delineated as shown on the above detail.



LOW PROFILE CONCRETE BARRIER (LPCB)

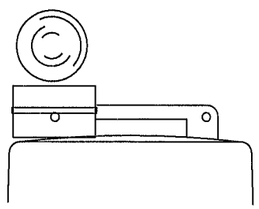


DELINEATION OF END TREATMENTS

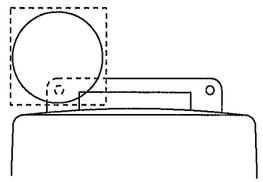
END TREATMENTS FOR CTB'S USED IN WORK ZONES

End treatments used on CTB's in work zones shall meet crashworthy standards as defined in the National Cooperative Highway Research Report 350. Refer to the CWZTCD List for approved end treatments and manufacturers.

BARRIER REFLECTORS FOR CONCRETE TRAFFIC BARRIER AND ATTENUATORS



Type C Warning Light or approved substitute mounted on a drum adjacent to the travel way.



Warning reflector may be round or square. Must have a yellow reflective surface area of at least 30 square inches.

WARNING LIGHTS

1. Warning lights shall meet the requirements of the TMUTCD.
2. Warning lights shall NOT be installed on barricades.
3. Type A-Low Intensity Flashing Warning Lights are commonly used with drums. They are intended to warn of or mark a potentially hazardous area. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "FL". The Type A Warning Lights shall not be used with signs manufactured with Type B_{FL} or C_{FL} Sheeting meeting the requirements of Departmental Material Specification DMS-8300.
4. Type-C and Type D 360 degree Steady Burn Lights are intended to be used in a series for delineation to supplement other traffic control devices. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "SB".
5. The Engineer/Inspector or the plans shall specify the location and type of warning lights to be installed on the traffic control devices.
6. When required by the Engineer, the Contractor shall furnish a copy of the warning lights certification. The warning light manufacturer will certify the warning lights meet the requirements of the latest ITE Purchase Specifications for Flashing and Steady-Burn Warning Lights.
7. When used to delineate curves, Type-C and Type D Steady Burn Lights should only be placed on the outside of the curve, not the inside.
8. The location of warning lights and warning reflectors on drums shall be as shown elsewhere in the plans.

WARNING LIGHTS MOUNTED ON PLASTIC DRUMS

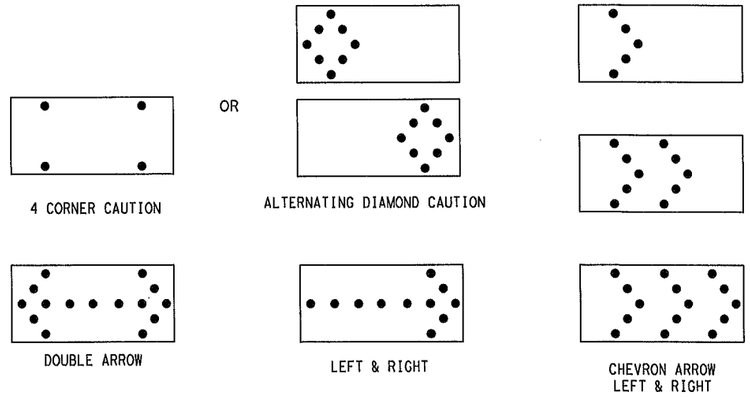
1. Type A flashing warning lights are intended to warn drivers that they are approaching or are in a potentially hazardous area.
2. Type A random flashing warning lights are not intended for delineation and shall not be used in a series.
3. A series of sequential flashing warning lights placed on channelizing devices to form a merging taper may be used for delineation. If used, the successive flashing of the sequential warning lights should occur from the beginning of the taper to the end of the merging taper in order to identify the desired vehicle path. The rate of flashing for each light shall be 65 flashes per minute, plus or minus 10 flashes.
4. Type C and D steady-burn warning lights are intended to be used in a series to delineate the edge of the travel lane on detours, on lane changes, on lane closures, and on other similar conditions.
5. Type A, Type C and Type D warning lights shall be installed at locations as detailed on other sheets in the plans.
6. Warning lights shall not be installed on a drum that has a sign, chevron or vertical panel.
7. The maximum spacing for warning lights on drums should be identical to the channelizing device spacing.

WARNING REFLECTORS MOUNTED ON PLASTIC DRUMS AS A SUBSTITUTE FOR TYPE C (STEADY BURN) WARNING LIGHTS

1. A warning reflector or approved substitute may be mounted on a plastic drum as a substitute for a Type C, steady burn warning light at the discretion of the Contractor unless otherwise noted in the plans.
2. The warning reflector shall be yellow in color and shall be manufactured using a sign substrate approved for use with plastic drums listed on the CWZTCD.
3. The warning reflector shall have a minimum retroreflective surface area (one-side) of 30 square inches.
4. Round reflectors shall be fully reflectorized, including the area where attached to the drum.
5. Square substrates must have a minimum of 30 square inches of reflectorized sheeting. They do not have to be reflectorized where it attaches to the drum.
6. The side of the warning reflector facing approaching traffic shall have sheeting meeting the color and retroreflectivity requirements for DMS 8300-Type B or Type C.
7. When used near two-way traffic, both sides of the warning reflector shall be reflectorized.
8. The warning reflector should be mounted on the side of the handle nearest approaching traffic.
9. The maximum spacing for warning reflectors should be identical to the channelizing device spacing requirements.

Arrow Boards may be located behind channelizing devices in place for a shoulder taper or merging taper, otherwise they shall be delineated with four (4) channelizing devices placed perpendicular to traffic on the upstream side of traffic.

1. The Flashing Arrow Board should be used for all lane closures on multi-lane roadways, or slow moving maintenance or construction activities on the travel lanes.
2. Flashing Arrow Boards should not be used on two-lane, two-way roadways, detours, diversions or work on shoulders unless the "CAUTION" display (see detail below) is used.
3. The Engineer/Inspector shall choose all appropriate signs, barricades and/or other traffic control devices that should be used in conjunction with the Flashing Arrow Board.
4. The Flashing Arrow Board should be able to display the following symbols:



5. The "CAUTION" display consists of four corner lamps flashing simultaneously, or the Alternating Diamond Caution mode as shown.
6. The straight line caution display is NOT ALLOWED.
7. The Flashing Arrow Board shall be capable of minimum 50 percent dimming from rated lamp voltage. The flashing rate of the lamps shall not be less than 25 nor more than 40 flashes per minute.
8. Minimum lamp "on time" shall be approximately 50 percent for the flashing arrow and equal intervals of 25 percent for each sequential phase of the flashing chevron.
9. The sequential arrow display is NOT ALLOWED.
10. The flashing arrow display is the TxDOT standard; however, the sequential Chevron display may be used during daylight operations.
11. The Flashing Arrow Board shall be mounted on a vehicle, trailer or other suitable support.
12. A Flashing Arrow Board SHALL NOT BE USED to laterally shift traffic.
13. A full matrix PCMS may be used to simulate a Flashing Arrow Board provided it meets visibility, flash rate and dimming requirements on this sheet for the same size arrow.
14. Minimum mounting height of trailer mounted Arrow Boards should be 7 feet from roadway to bottom of panel.

REQUIREMENTS			
TYPE	MINIMUM SIZE	MINIMUM NUMBER OF PANEL LAMPS	MINIMUM VISIBILITY DISTANCE
B	30 x 60	13	3/4 mile
C	48 x 96	15	1 mile

ATTENTION
Flashing Arrow Boards shall be equipped with automatic dimming devices.

WHEN NOT IN USE, REMOVE THE ARROW BOARD FROM THE RIGHT-OF-WAY OR PLACE THE ARROW BOARD BEHIND CONCRETE TRAFFIC BARRIER OR GUARDRAIL.

FLASHING ARROW BOARDS

SHEET 7 OF 12

TRUCK-MOUNTED ATTENUATORS

1. Truck-mounted attenuators (TMA) used on TxDOT facilities must meet the requirements outlined in the National Cooperative Highway Research Report No. 350 (NCHRP 350) or the Manual for Assessing Safety Hardware (MASH).
2. Refer to the CWZTCD for the requirements of Level 2 or Level 3 TMAs.
3. Refer to the CWZTCD for a list of approved TMAs.
4. TMAs are required on freeways unless otherwise noted in the plans.
5. A TMA should be used anytime that it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the work performance.
6. The only reason a TMA should not be required is when a work area is spread down the roadway and the work crew is an extended distance from the TMA.

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION ARROW PANEL, REFLECTORS, WARNING LIGHTS & ATTENUATOR

BC(7)-14

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GENERAL NOTES

1. For long term stationary work zones on freeways, drums shall be used as the primary channelizing device.
2. For intermediate term stationary work zones on freeways, drums should be used as the primary channelizing device but may be replaced in tangent sections by vertical panels, or 42" two-piece cones. In tangent sections one-piece cones may be used with the approval of the Engineer but only if personnel are present on the project at all times to maintain the cones in proper position and location.
3. For short term stationary work zones on freeways, drums are the preferred channelizing device but may be replaced in tapers, transitions and tangent sections by vertical panels, two-piece cones or one-piece cones as approved by the Engineer.
4. Drums and all related items shall comply with the requirements of the current version of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
5. Drums, bases, and related materials shall exhibit good workmanship and shall be free from objectionable marks or defects that would adversely affect their appearance or serviceability.
6. The Contractor shall have a maximum of 24 hours to replace any plastic drums identified for replacement by the Engineer/Inspector. The replacement device must be an approved device.

GENERAL DESIGN REQUIREMENTS

Pre-qualified plastic drums shall meet the following requirements:

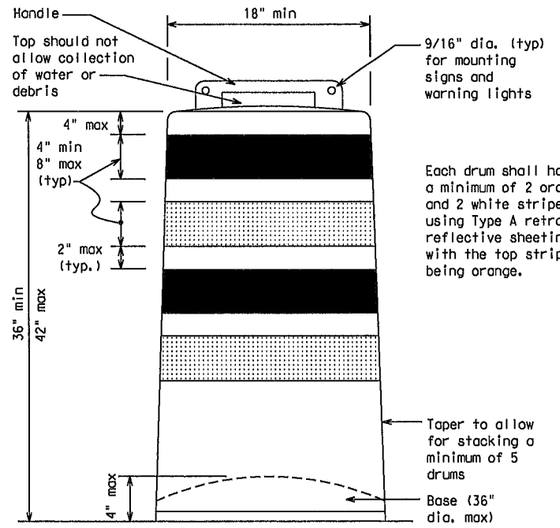
1. Plastic drums shall be a two-piece design; the "body" of the drum shall be the top portion and the "base" shall be the bottom.
2. The body and base shall lock together in such a manner that the body separates from the base when impacted by a vehicle traveling at a speed of 20 MPH or greater but prevents accidental separation due to normal handling and/or air turbulence created by passing vehicles.
3. Plastic drums shall be constructed of lightweight flexible, and deformable materials. The Contractor shall NOT use metal drums or single piece plastic drums as channelization devices or sign supports.
4. Drums shall present a profile that is a minimum of 18 inches in width at the 36 inch height when viewed from any direction. The height of drum unit (body installed on base) shall be a minimum of 36 inches and a maximum of 42 inches.
5. The top of the drum shall have a built-in handle for easy pickup and shall be designed to drain water and not collect debris. The handle shall have a minimum of two widely spaced 9/16 inch diameter holes to allow attachment of a warning light, warning reflector unit or approved compliant sign.
6. The exterior of the drum body shall have a minimum of four alternating orange and white retroreflective circumferential stripes not less than 4 inches nor greater than 8 inches in width. Any non-reflectorized space between any two adjacent stripes shall not exceed 2 inches in width.
7. Bases shall have a maximum width of 36 inches, a maximum height of 4 inches, and a minimum of two footholds of sufficient size to allow base to be held down while separating the drum body from the base.
8. Plastic drums shall be constructed of ultra-violet stabilized, orange, high-density polyethylene (HDPE) or other approved material.
9. Drum body shall have a maximum unballasted weight of 11 lbs.
10. Drum and base shall be marked with manufacturer's name and model number.

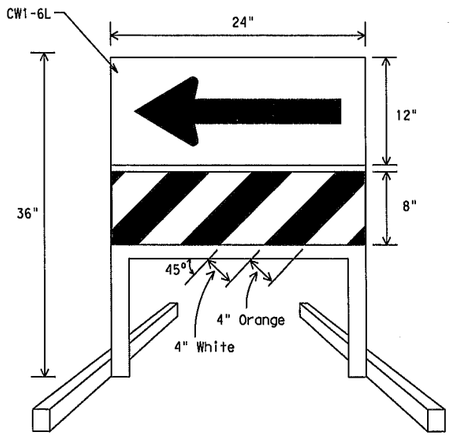
RETROREFLECTIVE SHEETING

1. The stripes used on drums shall be constructed of sheeting meeting the color and retroreflectivity requirements of Departmental Materials Specification DMS-8300, "Sign Face Materials." Type A reflective sheeting shall be supplied unless otherwise specified in the plans.
2. The sheeting shall be suitable for use on and shall adhere to the drum surface such that, upon vehicular impact, the sheeting shall remain adhered in-place and exhibit no delaminating, cracking, or loss of retroreflectivity other than that loss due to abrasion of the sheeting surface.

BALLAST

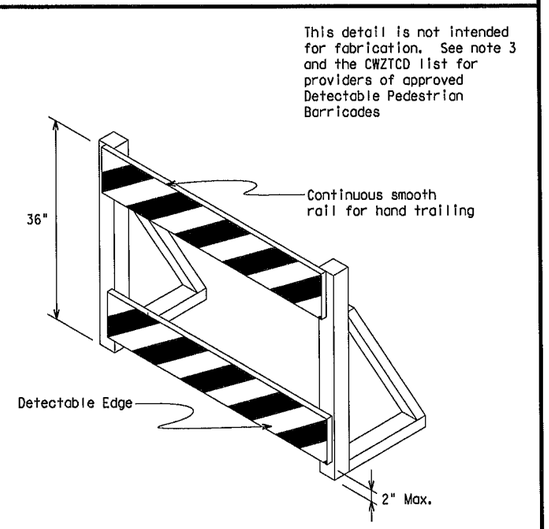
1. Unballasted bases shall be large enough to hold up to 50 lbs. of sand. This base, when filled with the ballast material, should weigh between 35 lbs (minimum) and 50 lbs (maximum). The ballast may be sand in one to three sandbags separate from the base, sand in a sand-filled plastic base, or other ballasting devices as approved by the Engineer. Stacking of sandbags will be allowed, however height of sandbags above pavement surface may not exceed 12 inches.
2. Bases with built-in ballast shall weigh between 40 lbs. and 50 lbs. Built-in ballast can be constructed of an integral crumb rubber base or a solid rubber base.
3. Recycled truck tire sidewalls may be used for ballast on drums approved for this type of ballast on the CWZTCD list.
4. The ballast shall not be heavy objects, water, or any material that would become hazardous to motorists, pedestrians, or workers when the drum is struck by a vehicle.
5. When used in regions susceptible to freezing, drums shall have drainage holes in the bottoms so that water will not collect and freeze becoming a hazard when struck by a vehicle.
6. Ballast shall not be placed on top of drums.
7. Adhesives may be used to secure base of drums to pavement.





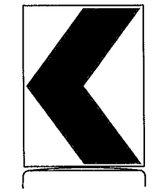
DIRECTION INDICATOR BARRICADE

1. The Direction Indicator Barricade may be used in tapers, transitions, and other areas where specific directional guidance to drivers is necessary.
2. If used, the Direction Indicator Barricade should be used in series to direct the driver through the transition and into the intended travel lane.
3. The Direction Indicator Barricade shall consist of One-Direction Large Arrow (CW1-6) sign in the size shown with a black arrow on a background of Type B_{FL} or Type C_{FL} Orange retroreflective sheeting above a rail with Type A retroreflective sheeting in alternating 4" white and orange stripes sloping downward at an angle of 45 degrees in the direction road users are to pass. Sheeting types shall be as per DMS 8300.
4. Double arrows on the Direction Indicator Barricade will not be allowed.
5. Approved manufacturers are shown on the CWZTCD List. Ballast shall be as approved by the manufacturers instructions.

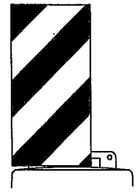


DETECTABLE PEDESTRIAN BARRICADES

1. When existing pedestrian facilities are disrupted, closed, or relocated in a TTC zone, the temporary facilities shall be detectable and include accessibility features consistent with the features present in the existing pedestrian facility.
2. Where pedestrians with visual disabilities normally use the closed sidewalk, a device that is detectable by a person with a visual disability traveling with the aid of a long cane shall be placed across the full width of the closed sidewalk.
3. Detectable pedestrian barricades similar to the one pictured above, longitudinal channelizing devices, some concrete barriers, and wood or chain link fencing with a continuous detectable edging can satisfactorily delineate a pedestrian path.
4. Tape, rope, or plastic chain strung between devices are not detectable, do not comply with the design standards in the "Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG)" and should not be used as a control for pedestrian movements.
5. Warning lights shall not be attached to detectable pedestrian barricades.
6. Detectable pedestrian barricades may use 8" nominal barricade rails as shown on BC(10) provided that the top rail provides a smooth continuous rail suitable for hand trailing with no splinters, burrs, or sharp edges.



18" x 24" Sign
(Maximum Sign Dimension)
Chevron CW1-8, Opposing Traffic Lane Divider, Driveway sign D70a, Keep Right R4 series or other signs as approved by Engineer



12" x 24"
Vertical Panel
mount with diagonals sloping down towards travel way

Plywood, Aluminum or Metal sign substrates shall NOT be used on plastic drums

SIGNS, CHEVRONS, AND VERTICAL PANELS MOUNTED ON PLASTIC DRUMS

1. Signs used on plastic drums shall be manufactured using substrates listed on the CWZTCD.
2. Chevrons and other work zone signs with an orange background shall be manufactured with Type B_{FL} or Type C_{FL} Orange sheeting meeting the color and retroreflectivity requirements of DMS-8300, "Sign Face Material," unless otherwise specified in the plans.
3. Vertical Panels shall be manufactured with orange and white sheeting meeting the requirements of DMS-8300 Type A Diagonal stripes on Vertical Panels shall slope down toward the intended traveled lane.
4. Other sign messages (text or symbolic) may be used as approved by the Engineer. Sign dimensions shall not exceed 18 inches in width or 24 inches in height, except for the R9 series signs discussed in note 8 below.
5. Signs shall be installed using a 1/2 inch bolt (nominal) and nut, two washers, and one locking washer for each connection.
6. Mounting bolts and nuts shall be fully engaged and adequately torqued. Bolts should not extend more than 1/2 inch beyond nuts.
7. Chevrons may be placed on drums on the outside of curves, on merging tapers or on shifting tapers. When used in these locations they may be placed on every drum or spaced not more than on every third drum. A minimum of three (3) should be used at each location called for in the plans.
8. R9-9, R9-10, R9-11 and R9-11a Sidewalk Closed signs which are 24 inches wide may be mounted on plastic drums, with approval of the Engineer.

Texas Department of Transportation | Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(8)-14

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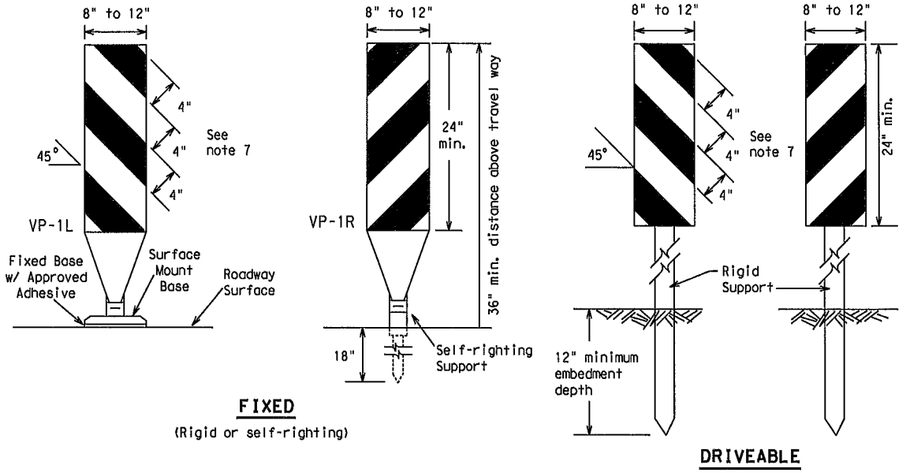
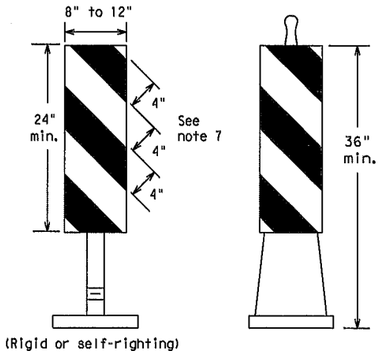


FIXED
(Rigid or self-righting)

DRIVEABLE

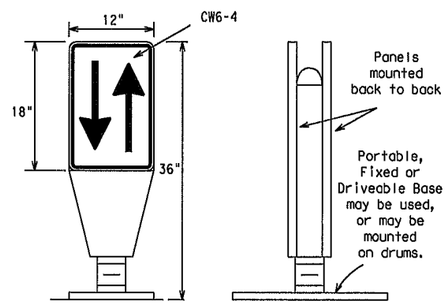


(Rigid or self-righting)

PORTABLE

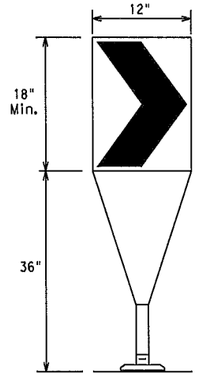
1. Vertical Panels (VP's) are normally used to channelize traffic or divide opposing lanes of traffic.
2. VP's may be used in daytime or nighttime situations. They may be used at the edge of shoulder drop-offs and other areas such as lane transitions where positive daytime and nighttime delineation is required. The Engineer/Inspector shall refer to the Roadway Design Manual Appendix B "Treatment of Pavement Drop-offs in Work Zones" for additional guidelines on the use of VP's for drop-offs.
3. VP's should be mounted back to back if used at the edge of cuts adjacent to two-way two lane roadways. Stripes are to be reflective orange and reflective white and should always slope downward toward the travel lane.
4. VP's used on expressways and freeways or other high speed roadways, may have more than 270 square inches of retroreflective area facing traffic.
5. Self-righting supports are available with portable base. See "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
6. Sheeting for the VP's shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300, unless noted otherwise.
7. Where the height of reflective material on the vertical panel is 36 inches or greater, a panel stripe of 6 inches shall be used.

VERTICAL PANELS (VPs)



1. Opposing Traffic Lane Dividers (OTLD) are delineation devices designed to convert a normal one-way roadway section to two-way operation. OTLD's are used on temporary centerlines. The upward and downward arrows on the sign's face indicate the direction of traffic on either side of the divider. The base is secured to the pavement with an adhesive or rubber weight to minimize movement caused by a vehicle impact or wind gust.
2. The OTLD may be used in combination with 42" cones or VPs.
3. Spacing between the OTLD shall not exceed 500 feet. 42" cones or VPs placed between the OTLD's should not exceed 100 foot spacing.
4. The OTLD shall be orange with a black non-reflective legend. Sheeting for the OTLD shall be retroreflective Type B_{FL} or Type C_{FL} conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.

OPPOSING TRAFFIC LANE DIVIDERS (OTLD)



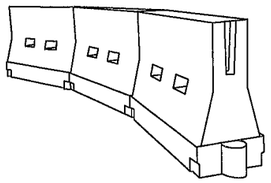
Fixed Base w/ Approved Adhesive (Driveable Base, or Flexible Support can be used)

1. The chevron shall be a vertical rectangle with a minimum size of 12 by 18 inches.
2. Chevrons are intended to give notice of a sharp change of alignment with the direction of travel and provide additional emphasis and guidance for vehicle operators with regard to changes in horizontal alignment of the roadway.
3. Chevrons, when used, shall be erected on the outside of a sharp curve or turn, or on the far side of an intersection. They shall be in line with and at right angles to approaching traffic. Spacing should be such that the motorist always has three in view, until the change in alignment eliminates its need.
4. To be effective, the chevron should be visible for at least 500 feet.
5. Chevrons shall be orange with a black nonreflective legend. Sheeting for the chevron shall be retroreflective Type B_{FL} or Type C_{FL} conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.
6. For Long Term Stationary use on tapers or transitions on freeways and divided highways self-righting chevrons may be used to supplement plastic drums but not to replace plastic drums.

CHEVRONS

GENERAL NOTES

1. Work Zone channelizing devices illustrated on this sheet may be installed in close proximity to traffic and are suitable for use on high or low speed roadways. The Engineer/Inspector shall ensure that spacing and placement is uniform and in accordance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
2. Channelizing devices shown on this sheet may have a driveable, fixed or portable base. The requirement for self-righting channelizing devices must be specified in the General Notes or other plan sheets.
3. Channelizing devices on self-righting supports should be used in work zone areas where channelizing devices are frequently impacted by errant vehicles or vehicle related wind gusts making alignment of the channelizing devices difficult to maintain. Locations of these devices shall be detailed elsewhere in the plans. These devices shall conform to the TMUTCD and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
4. The Contractor shall maintain devices in a clean condition and replace damaged, nonreflective, faded, or broken devices and bases as required by the Engineer/Inspector. The Contractor shall be required to maintain proper device spacing and alignment.
5. Portable bases shall be fabricated from virgin and/or recycled rubber. The portable bases shall weigh a minimum of 30 lbs.
6. Pavement surfaces shall be prepared in a manner that ensures proper bonding between the adhesives, the fixed mount bases and the pavement surface. Adhesives shall be prepared and applied according to the manufacturer's recommendations.
7. The installation and removal of channelizing devices shall not cause detrimental effects to the final pavement surfaces, including pavement surface discoloration or surface integrity. Driveable bases shall not be permitted on final pavement surfaces. The Engineer/Inspector shall approve all application and removal procedures of fixed bases.



LONGITUDINAL CHANNELIZING DEVICES (LCD)

1. LCDs are crashworthy, lightweight, deformable devices that are highly visible, have good target value and can be connected together. They are not designed to contain or redirect a vehicle on impact.
2. LCDs may be used instead of a line of cones or drums.
3. LCDs shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
4. LCDs should not be used to provide positive protection for obstacles, pedestrians or workers.
5. LCDs shall be supplemented with retroreflective delineation as required for temporary barriers on BC(7) when placed roughly parallel to the travel lanes.
6. LCDs used as barricades placed perpendicular to traffic should have at least one row of reflective sheeting meeting the requirements for barricade rails as shown on BC(10) placed near the top of the LCD along the full length of the device.

WATER BALLASTED SYSTEMS USED AS BARRIERS

1. Water ballasted systems used as barriers shall not be used solely to channelize road users, but also to protect the work space per the appropriate NCHRP 350 crashworthiness requirements based on roadway speed and barrier application.
2. Water ballasted systems used to channelize vehicular traffic shall be supplemented with retroreflective delineation or channelizing devices to improve daytime/nighttime visibility. They may also be supplemented with pavement markings.
3. Water ballasted systems used as barriers shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
4. Water ballasted systems used as barriers should not be used for a merging taper except in low speed (less than 45 MPH) urban areas. When used on a taper in a low speed urban area, the taper shall be delineated and the taper length should be designed to optimize road user operations considering the available geometric conditions.
5. When water ballasted systems used as barriers have blunt ends exposed to traffic, they should be attenuated as per manufacturer recommendations or flared to a point outside the clear zone.

If used to channelize pedestrians, longitudinal channelizing devices or water ballasted systems must have a continuous detectable bottom for users of long canes and the top of the unit shall not be less than 32 inches in height.

HOLLOW OR WATER BALLASTED SYSTEMS USED AS LONGITUDINAL CHANNELIZING DEVICES OR BARRIERS

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices: On a Taper	On a Tangent
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'
35		205'	225'	245'	35'	70'
40		265'	295'	320'	40'	80'
45	L=WS	450'	495'	540'	45'	90'
50		500'	550'	600'	50'	100'
55		550'	605'	660'	55'	110'
60		600'	660'	720'	60'	120'
65		650'	715'	780'	65'	130'
70		700'	770'	840'	70'	140'
75		750'	825'	900'	75'	150'
80		800'	880'	960'	80'	160'

** Taper lengths have been rounded off.
L=Length of Taper (FT.) W=Width of Offset (FT.)
S=Posted Speed (MPH)

SUGGESTED MAXIMUM SPACING OF CHANNELIZING DEVICES AND MINIMUM DESIRABLE TAPER LENGTHS

SHEET 9 OF 12

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(9)-14

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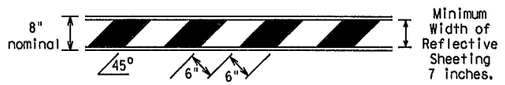
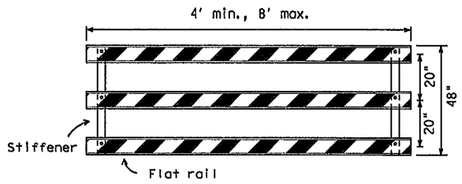
TYPE 3 BARRICADES

1. Refer to the Compliant Work Zone Traffic Control Devices List (CWZTCD) for details of the Type 3 Barricades and a list of all materials used in the construction of Type 3 Barricades.
2. Type 3 Barricades shall be used at each end of construction projects closed to all traffic.
3. Barricades extending across a roadway should have stripes that slope downward in the direction toward which traffic must turn in detouring. When both right and left turns are provided, the chevron striping may slope downward in both directions from the center of the barricade. Where no turns are provided at a closed road striping should slope downward in both directions toward the center of roadway.
4. Striping of rails, for the right side of the roadway, should slope downward to the left. For the left side of the roadway, striping should slope downward to the right.
5. Identification markings may be shown only on the back of the barricade rails. The maximum height of letters and/or company logos used for identification shall be 1".
6. Barricades shall not be placed parallel to traffic unless an adequate clear zone is provided.
7. Warning lights shall NOT be installed on barricades.
8. Where barricades require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand is recommended. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight. Sand bags shall not be stacked in a manner that covers any portion of a barricade rails reflective sheeting. Rock, concrete, iron, steel or other solid objects will NOT be permitted. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall not be used for sandbags. Sandbags shall only be placed along or upon the base supports of the device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners.
9. Sheeting for barricades shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300 unless otherwise noted.

Barricades shall NOT be used as a sign support.



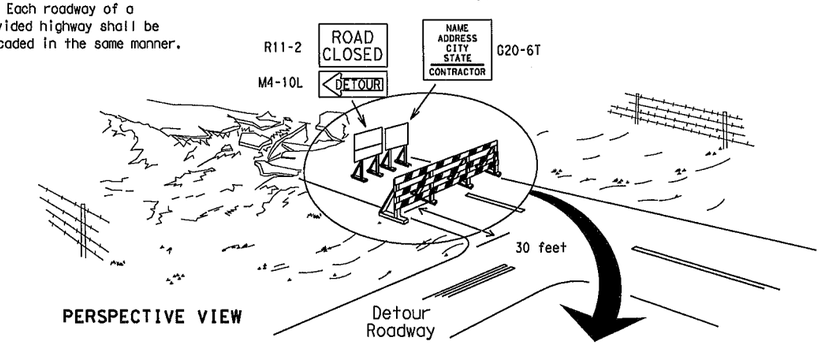
TYPICAL STRIPING DETAIL FOR BARRICADE RAIL



Stiffener may be inside or outside of support, but no more than 2 stiffeners shall be allowed on one barricade.

TYPICAL PANEL DETAIL FOR SKID OR POST TYPE BARRICADES

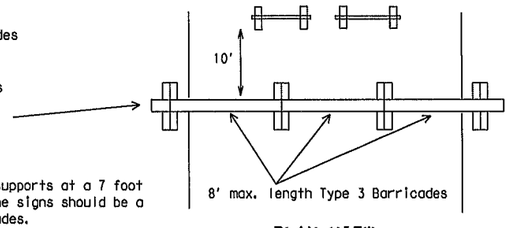
Each roadway of a divided highway shall be barricaded in the same manner.



PERSPECTIVE VIEW

The three rails on Type 3 barricades shall be reflectorized orange and reflective white stripes on one side facing one-way traffic and both sides for two-way traffic.

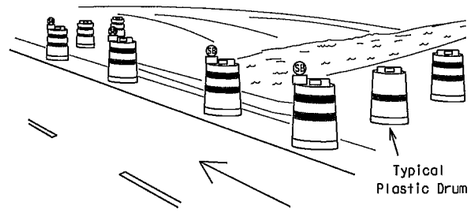
Barricade striping should slant downward in the direction of detour.



PLAN VIEW

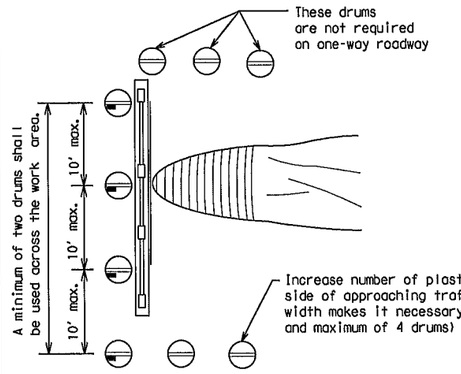
1. Signs should be mounted on independent supports at a 7 foot mounting height in center of roadway. The signs should be a minimum of 10 feet behind Type 3 Barricades.
2. Advance signing shall be as specified elsewhere in the plans.

TYPE 3 BARRICADE (POST AND SKID) TYPICAL APPLICATION



PERSPECTIVE VIEW

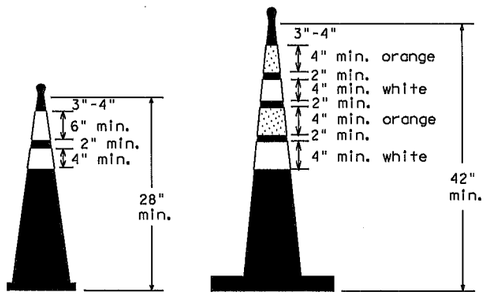
1. Where positive redirectional capability is provided, drums may be omitted.
2. Plastic construction fencing may be used with drums for safety as required in the plans.
3. Vertical Panels on flexible support may be substituted for drums when the shoulder width is less than 4 feet.
4. When the shoulder width is greater than 12 feet, steady-burn lights may be omitted if drums are used.
5. Drums must extend the length of the culvert widening.



PLAN VIEW

LEGEND	
	Plastic drum
	Plastic drum with steady burn light or yellow warning reflector
SB	Steady burn warning light or yellow warning reflector

CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS

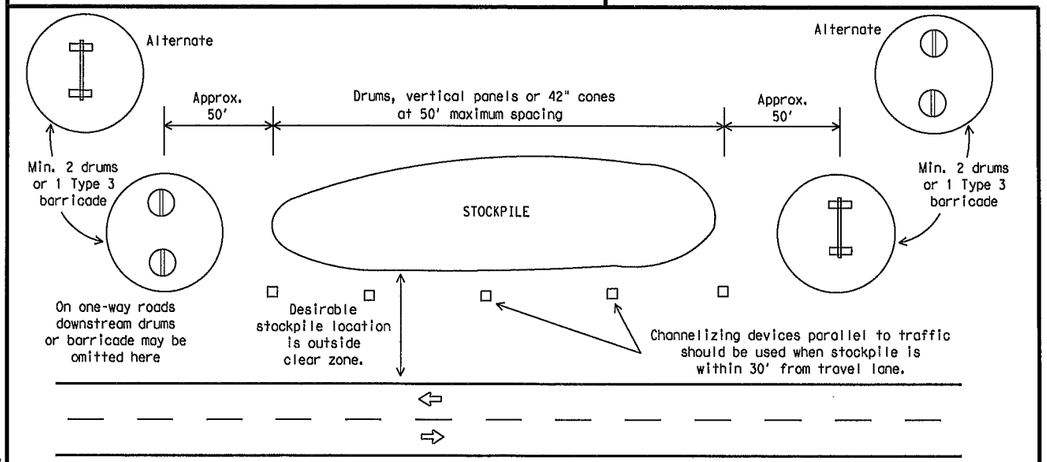


Two-Piece cones | One-Piece cones | Tubular Marker

28" Cones shall have a minimum weight of 9 1/2 lbs.

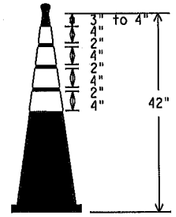
42" 2-piece cones shall have a minimum weight of 30 lbs. including base.

1. Traffic cones and tubular markers shall be predominantly orange, and meet the height and weight requirements shown above.
2. One-piece cones have the body and base of the cone molded in one consolidated unit. Two-piece cones have a cone shaped body and a separate rubber base, or ballast, that is added to keep the device upright and in place.
3. Two-piece cones may have a handle or loop extending up to 8" above the minimum height shown, in order to aid in retrieving the device.
4. Cones or tubular markers used at night shall have white or white and orange reflective bands as shown above. The reflective bands shall have a smooth, sealed outer surface and meet the requirements of Departmental Material Specification DMS-8300 Type A.
5. 28" cones and tubular markers are generally suitable for short duration and short-term stationary work as defined on BC(4). These should not be used for intermediate-term or long-term stationary work unless personnel is on-site to maintain them in their proper upright position.
6. 42" two-piece cones, vertical panels or drums are suitable for all work zone durations.
7. Cones or tubular markers used on each project should be of the same size and shape.



TRAFFIC CONTROL FOR MATERIAL STOCKPILES

THIS DEVICE SHALL NOT BE USED ON PROJECTS LET AFTER MARCH 2014.



EDGELINE CHANNELIZER

1. This device is intended only for use in place of a vertical panel to channelize traffic by indicating the edge of the travel lane. It is not intended to be used in transitions or tapers.
2. This device shall not be used to separate lanes of traffic (opposing or otherwise) or warn of objects.
3. This device is based on a 42 inch, two-piece cone with an alternate striping pattern: four 4 inch retroreflective bands, with an approximate 2 inch gap between bands. The color of the band should correspond to the color of the edgeline (yellow for left edgeline, white for right edgeline) for which the device is substituted or for which it supplements. The reflectorized bands shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300, unless otherwise noted.
4. The base must weigh a minimum of 30 lbs.

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(10)-14

FILE: bc-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS 9-07 8-14 7-13	DIST	COUNTY		SHEET NO. 21

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WORK ZONE PAVEMENT MARKINGS

GENERAL

1. The Contractor shall be responsible for maintaining work zone and existing pavement markings, in accordance with the standard specifications and special provisions, on all roadways open to traffic within the CSJ limits unless otherwise stated in the plans.
2. Color, patterns and dimensions shall be in conformance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
3. Additional supplemental pavement marking details may be found in the plans or specifications.
4. Pavement markings shall be installed in accordance with the TMUTCD and as shown on the plans.
5. When short term markings are required on the plans, short term markings shall conform with the TMUTCD, the plans and details as shown on the Standard Plan Sheet WZ(STPM).
6. When standard pavement markings are not in place and the roadway is opened to traffic, DO NOT PASS signs shall be erected to mark the beginning of the sections where passing is prohibited and PASS WITH CARE signs at the beginning of sections where passing is permitted.
7. All work zone pavement markings shall be installed in accordance with Item 662, "Work Zone Pavement Markings."

RAISED PAVEMENT MARKERS

1. Raised pavement markers are to be placed according to the patterns on BC(12).
2. All raised pavement markers used for work zone markings shall meet the requirements of Item 672, "RAISED PAVEMENT MARKERS" and Departmental Material Specification DMS-4200 or DMS-4300.

PREFABRICATED PAVEMENT MARKINGS

1. Removable prefabricated pavement markings shall meet the requirements of DMS-8241.
2. Non-removable prefabricated pavement markings (foil back) shall meet the requirements of DMS-8240.

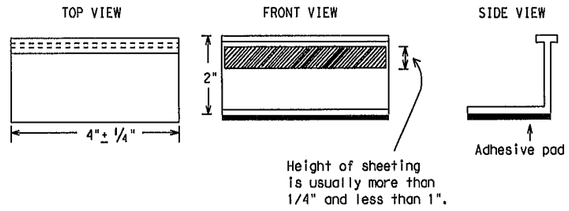
MAINTAINING WORK ZONE PAVEMENT MARKINGS

1. The Contractor will be responsible for maintaining work zone pavement markings within the work limits.
2. Work zone pavement markings shall be inspected in accordance with the frequency and reporting requirements of work zone traffic control device inspections as required by Form 599.
3. The markings should provide a visible reference for a minimum distance of 300 feet during normal daylight hours and 160 feet when illuminated by automobile low-beam headlights at night, unless sight distance is restricted by roadway geometrics.
4. Markings failing to meet this criteria within the first 30 days after placement shall be replaced at the expense of the Contractor as per Specification Item 662.

REMOVAL OF PAVEMENT MARKINGS

1. Pavement markings that are no longer applicable, could create confusion or direct a motorist toward or into the closed portion of the roadway shall be removed or obliterated before the roadway is opened to traffic.
2. The above shall not apply to detours in place for less than three days, where flaggers and/or sufficient channelizing devices are used in lieu of markings to outline the detour route.
3. Pavement markings shall be removed to the fullest extent possible, so as not to leave a discernable marking. This shall be by any method approved by TxDOT Specification Item 677 for "Eliminating Existing Pavement Markings and Markers".
4. The removal of pavement markings may require resurfacing or seal coating portions of the roadway as described in Item 677.
5. Subject to the approval of the Engineer, any method that proves to be successful on a particular type pavement may be used.
6. Blast cleaning may be used but will not be required unless specifically shown in the plans.
7. Over-painting of the markings SHALL NOT BE permitted.
8. Removal of raised pavement markers shall be as directed by the Engineer.
9. Removal of existing pavement markings and markers will be paid for directly in accordance with Item 677, "ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS," unless otherwise stated in the plans.
10. Black-out marking tape may be used to cover conflicting existing markings for periods less than two weeks when approved by the Engineer.

Temporary Flexible-Reflective Roadway Marker Tabs



STAPLES OR NAILS SHALL NOT BE USED TO SECURE TEMPORARY FLEXIBLE-REFLECTIVE ROADWAY MARKER TABS TO THE PAVEMENT SURFACE

1. Temporary flexible-reflective roadway marker tabs used as guidemarks shall meet the requirements of DMS-8242.
2. Tabs detailed on this sheet are to be inspected and accepted by the Engineer or designated representative. Sampling and testing is not normally required, however at the option of the Engineer, either "A" or "B" below may be imposed to assure quality before placement on the roadway.
   A. Select five (5) or more tabs at random from each lot or shipment and submit to the Construction Division, Materials and Pavement Section to determine specification compliance.
   B. Select five (5) tabs and perform the following test. Affix five (5) tabs at 24 inch intervals on an asphaltic pavement in a straight line. Using a medium size passenger vehicle or pickup, run over the markers with the front and rear tires at a speed of 35 to 40 miles per hour, four (4) times in each direction. No more than one (1) out of the five (5) reflective surfaces shall be lost or displaced as a result of this test.
3. Small design variances may be noted between tab manufacturers.
4. See Standard Sheet WZ(STPM) for tab placement on new pavements. See Standard Sheet TCP(7-1) for tab placement on seal coat work.

RAISED PAVEMENT MARKERS USED AS GUIDEMARKS

1. Raised pavement markers used as guidemarks shall be from the approved product list, and meet the requirements of DMS-4200.
2. All temporary construction raised pavement markers provided on a project shall be of the same manufacturer.
3. Adhesive for guidemarks shall be bituminous material hot applied or butyl rubber pad for all surfaces, or thermoplastic for concrete surfaces.

Guidemarks shall be designated as:
YELLOW - (two amber reflective surfaces with yellow body).
WHITE - (one silver reflective surface with white body).

DEPARTMENTAL MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
TRAFFIC BUTTONS	DMS-4300
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240
TEMPORARY REMOVABLE, PREFABRICATED PAVEMENT MARKINGS	DMS-8241
TEMPORARY FLEXIBLE, REFLECTIVE ROADWAY MARKER TABS	DMS-8242

A list of prequalified reflective raised pavement markers, non-reflective traffic buttons, roadway marker tabs and other pavement markings can be found at the Material Producer List web address shown on BC(1).

Texas Department of Transportation — Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PAVEMENT MARKINGS

BC(11)-14

FILE: bc-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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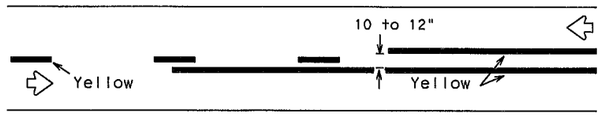
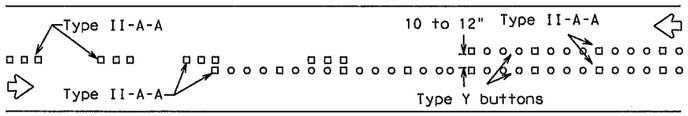
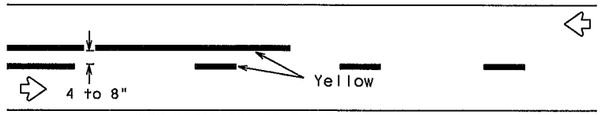
PAVEMENT MARKING PATTERNS



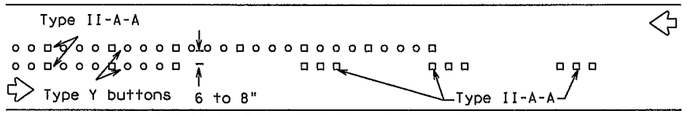
REFLECTORIZED PAVEMENT MARKINGS - PATTERN A



RAISED PAVEMENT MARKERS - PATTERN A



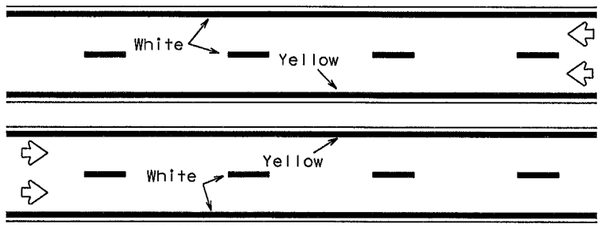
REFLECTORIZED PAVEMENT MARKINGS - PATTERN B



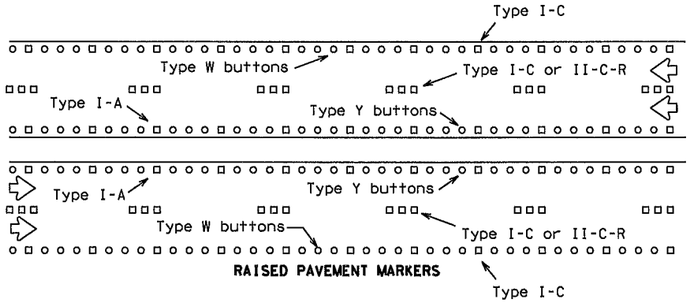
RAISED PAVEMENT MARKERS - PATTERN B

Pattern A is the TXDOT Standard, however Pattern B may be used if approved by the Engineer.
Prefabricated markings may be substituted for reflectorized pavement markings.

CENTER LINE & NO-PASSING ZONE BARRIER LINES FOR TWO-LANE, TWO-WAY HIGHWAYS



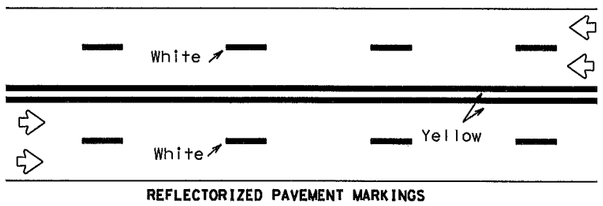
REFLECTORIZED PAVEMENT MARKINGS



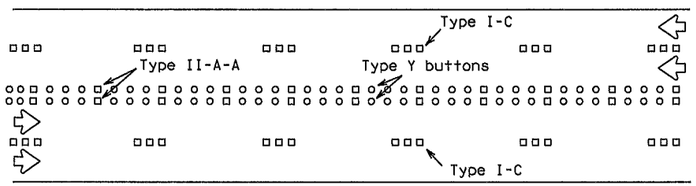
RAISED PAVEMENT MARKERS

Prefabricated markings may be substituted for reflectorized pavement markings.

EDGE & LANE LINES FOR DIVIDED HIGHWAY



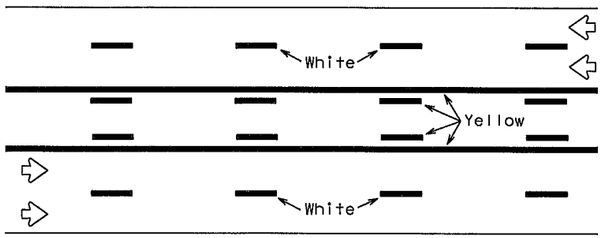
REFLECTORIZED PAVEMENT MARKINGS



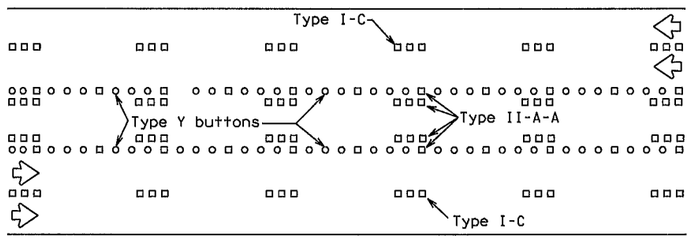
RAISED PAVEMENT MARKERS

Prefabricated markings may be substituted for reflectorized pavement markings.

LANE & CENTER LINES FOR MULTILANE UNDIVIDED HIGHWAYS



REFLECTORIZED PAVEMENT MARKINGS



RAISED PAVEMENT MARKERS

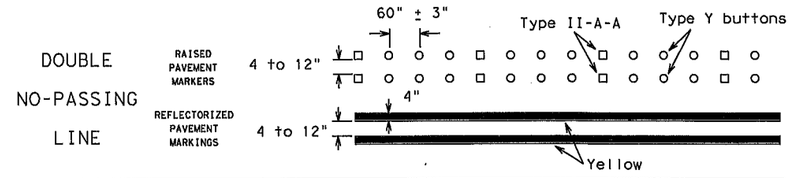
Prefabricated markings may be substituted for reflectorized pavement markings.

TWO-WAY LEFT TURN LANE

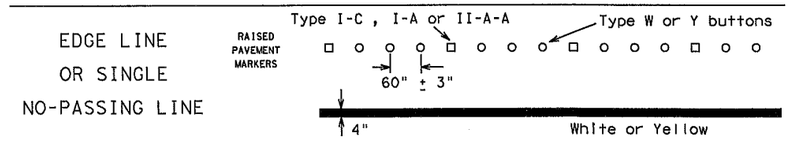
STANDARD WORK ZONE PAVEMENT MARKINGS DETAILS

SOLID LINES

DOUBLE NO-PASSING LINE

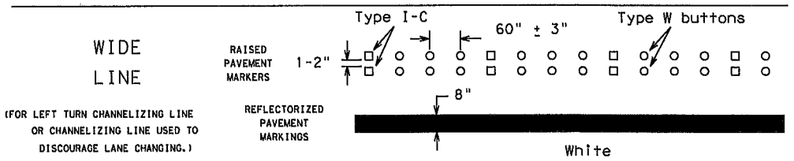


EDGE LINE OR SINGLE NO-PASSING LINE



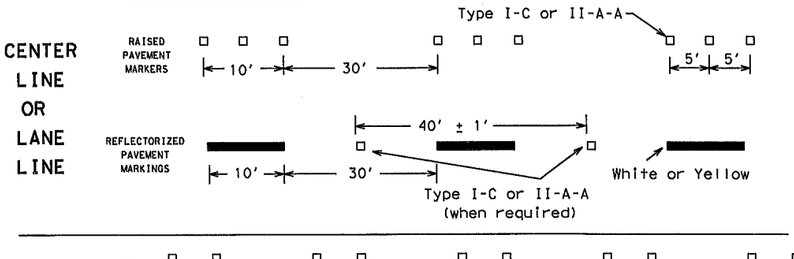
WIDE LINE

(FOR LEFT TURN CHANNELIZING LINE OR CHANNELIZING LINE USED TO DISCOURAGE LANE CHANGING.)

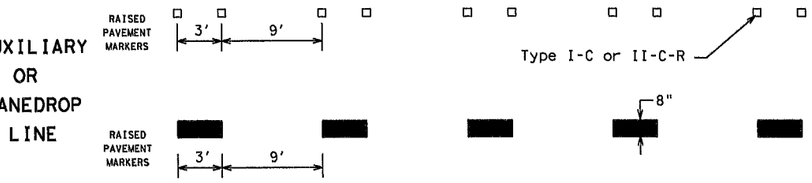


BROKEN LINES

CENTER LINE OR LANE LINE

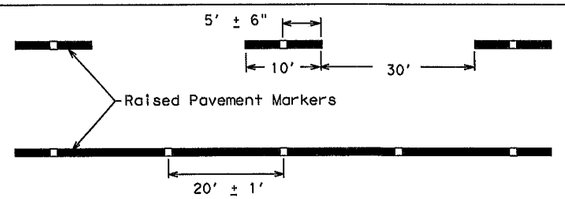


AUXILIARY OR LANEDROP LINE



REMOVABLE MARKINGS WITH RAISED PAVEMENT MARKERS

If raised pavement markers are used to supplement REMOVABLE markings, the markers shall be applied to the top of the tape at the approximate mid length of tape used for broken lines or at 20 foot spacing for solid lines. This allows an easier removal of raised pavement markers and tape.



Centerline only - not to be used on edge lines

Raised pavement markers used as standard pavement markings shall be from the approved products list and meet the requirements of Item 672 "RAISED PAVEMENT MARKERS."

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PAVEMENT MARKING PATTERNS

BC(12)-14

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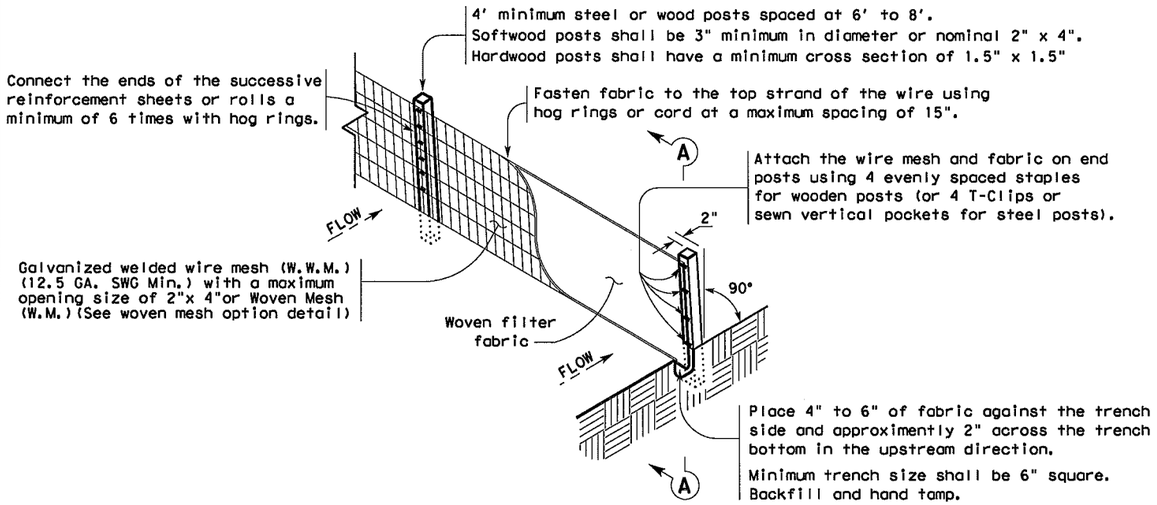
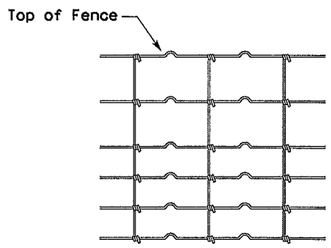
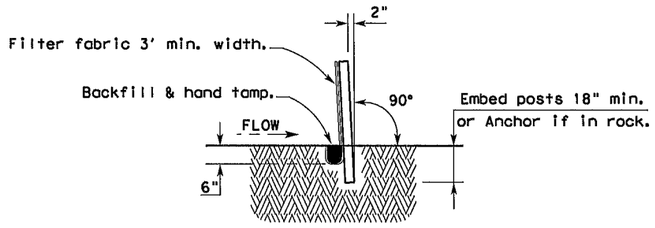


TEMPORARY SEDIMENT CONTROL FENCE

SCF





SECTION A-A

HINGE JOINT KNOT WOVEN MESH (OPTION) DETAIL

Galvanized hinge joint knot woven mesh (12.5 GA.SWG Min.) requires a minimum of five horizontal wires spaced at a maximum of 12 inches apart and all vertical wires spaced at a maximum of 12 inches apart.

SEDIMENT CONTROL FENCE USAGE GUIDELINES

A sediment control fence may be constructed near the downstream perimeter of a disturbed area along a contour to intercept sediment from overland runoff. A 2 year storm frequency may be used to calculate the flow rate to be filtered.

Sediment control fence should be sized to filter a maximum flow through rate of 100 GPM/FT^2. Sediment control fence is not recommended to control erosion from a drainage area larger than 2 acres.

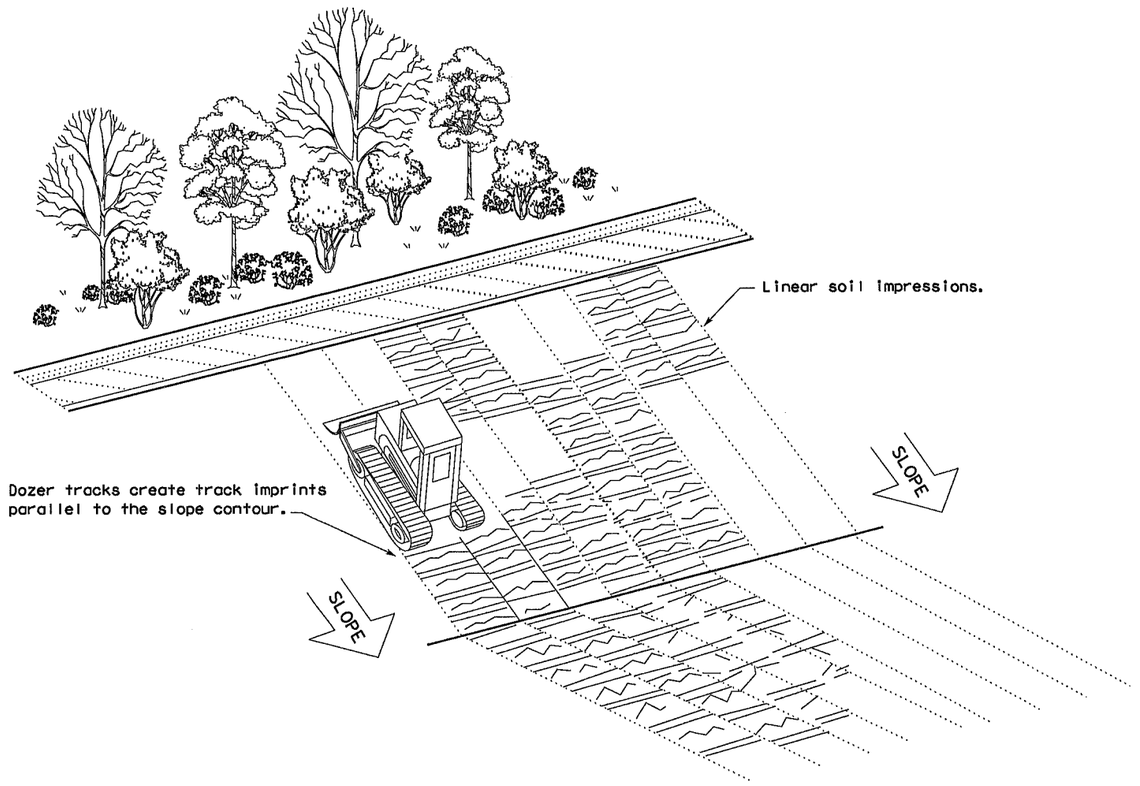
LEGEND

Sediment Control Fence

SCF

GENERAL NOTES

1. Vertical tracking is required on projects where soil distributing activities have occurred unless otherwise approved.
2. Perform vertical tracking on slopes to temporarily stabilize soil.
3. Provide equipment with a track undercarriage capable of producing linear soil impressions measuring a minimum of 12" in length by 2" to 4" in width by 1/2" to 2" in depth.
4. Do not exceed 12" between track impressions.
5. Install continous linear track impressions where the minimum 12" length impressions are perpendicular to the slope or direction of water flow.



VERTICAL TRACKING

Texas Department of Transportation

Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

FENCE & VERTICAL TRACKING

EC(1)-16

FILE: ec116	DN: TxDOT		CK: KM		DW: VP		DN/CK: LS
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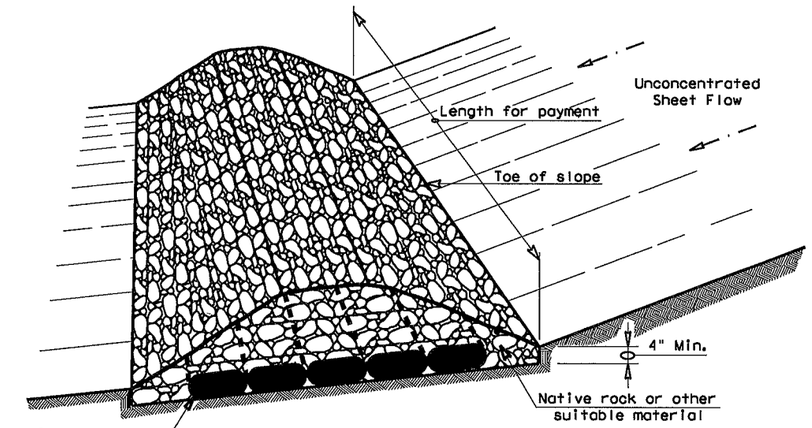
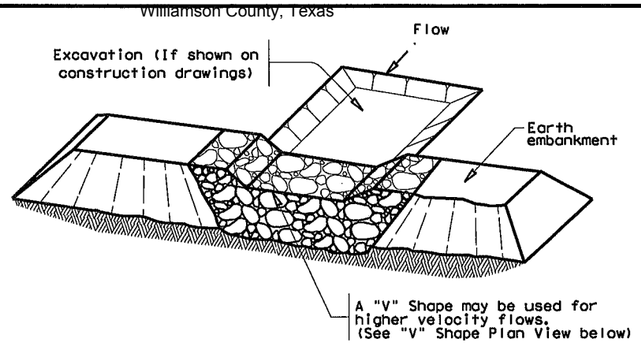


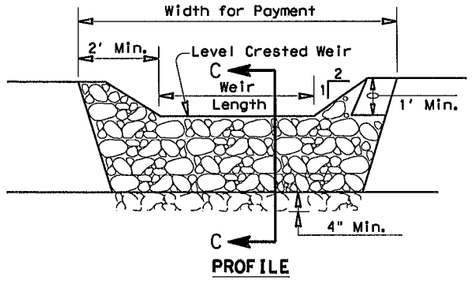
FILTER DAM AT TOE OF SLOPE

RFD1

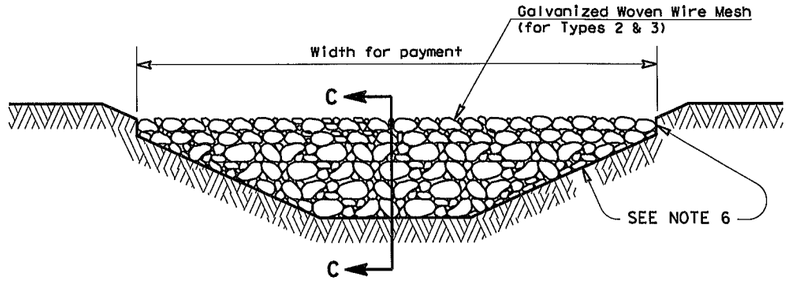


FILTER DAM AT SEDIMENT TRAP

RFD1 — OR — RFD2

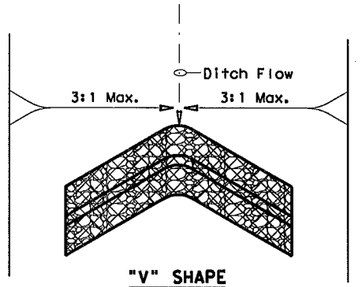


PROFILE

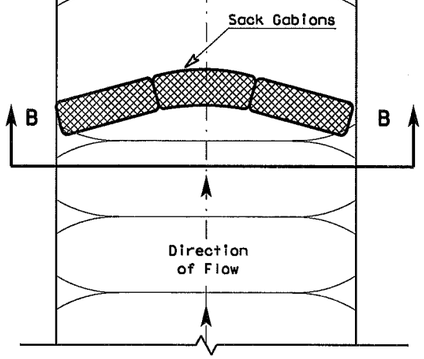


FILTER DAM AT CHANNEL SECTIONS

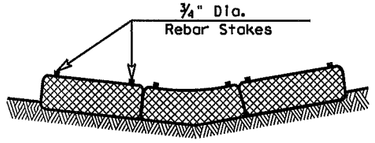
RFD1 — OR — RFD2 — OR — RFD3



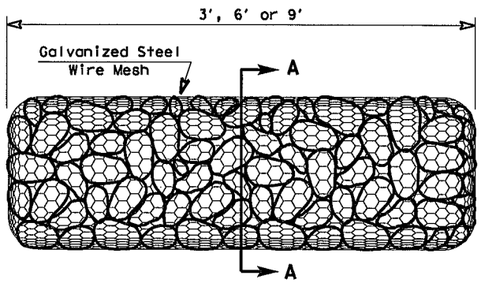
"V" SHAPE
PLAN VIEW



PLAN VIEW

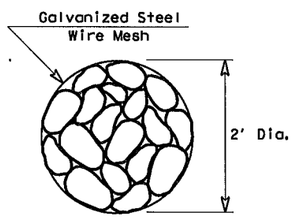


SECTION B-B

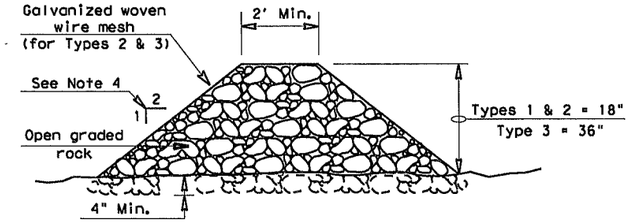


TYPE 4 (SACK GABIONS)

RFD4



SECTION A-A



SECTION C-C

ROCK FILTER DAM USAGE GUIDELINES

Rock Filter Dams should be constructed downstream from disturbed areas to intercept sediment from overland runoff and/or concentrated flow. The dams should be sized to filter a maximum flow through rate of 60 GPM/FT^2 of cross sectional area. A 2 year storm frequency may be used to calculate the flow rate.

Type 1 (18" high with no wire mesh) (3" to 6" aggregate): Type 1 may be used at the toe of slopes, around inlets, in small ditches, and at dike or swale outlets. This type of dam is recommended to control erosion from a drainage area of 5 acres or less. Type 1 may not be used in concentrated high velocity flows (approximently 8 Ft/Sec or more) in which aggregate wash out may occur. Sandbags may be used at the embedded foundation (4" deep min.) for better filtering efficiency of low flows if called for on the plans or directed by the Engineer.

Type 2 (18" high with wire mesh) (3" to 6" aggregate): Type 2 may be used in ditches and at dike or swale outlets.

Type 3 (36" high with wire mesh) (4" to 8" aggregate): Type 3 may be used in stream flow and should be secured to the stream bed.

Type 4 (Sack gabions) (3" to 6" aggregate): Type 4 May be used in ditches and smaller channels to form an erosion control dam.

Type 5: Provide rock filter dams as shown on plans.

GENERAL NOTES

1. If shown on the plans or directed by the Engineer, filter dams should be placed near the toe of slopes where erosion is anticipated, upstream and/or downstream at drainage structures, and in roadway ditches and channels to collect sediment.
2. Materials (aggregate, wire mesh, sandbags, etc.) shall be as indicated by the specification for "Rock Filter Dams for Erosion and Sedimentation Control".
3. The rock filter dam dimensions shall be as indicated on the SW3P plans.
4. Side slopes should be 2:1 or flatter. Dams within the safety zone shall have sideslopes of 6:1 or flatter.
5. Maintain a minimum of 1' between top of rock filter dam weir and top of embankment for filter dams at sediment traps.
6. Filter dams should be embedded a minimum of 4" into existing ground.
7. The sediment trap for ponding of sediment laden runoff shall be of the dimensions shown on the plans.
8. Rock filter dam types 2 & 3 shall be secured with 20 gauge galvanized woven wire mesh with 1" diameter hexagonal openings. The aggregate shall be placed on the mesh to the height & slopes specified. The mesh shall be folded at the upstream side over the aggregate and tightly secured to itself on the downstream side using wire ties or hog rings. For in stream use, the mesh should be secured or staked to the stream bed prior to aggregate placement.
9. Sack Gabions should be staked down with ¾" dia. rebar stakes, and have a double-twisted hexagonal weave with a nominal mesh opening of 2 ½" x 3 ¼"
10. Flow outlet should be onto a stabilized area (vegetation, rock, etc.).
11. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

PLAN SHEET LEGEND

Type 1 Rock Filter Dam — RFD1
Type 2 Rock Filter Dam — RFD2
Type 3 Rock Filter Dam — RFD3
Type 4 Rock Filter Dam — RFD4

Texas Department of Transportation | Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

ROCK FILTER DAMS

EC(2)-16

FILE: ec216	DN: TxDOT	CK: KM	DW: VP	DN/CK: LS	
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REVISIONS					
	DIST	COUNTY		SHEET NO.	
				25 67	

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FILE:
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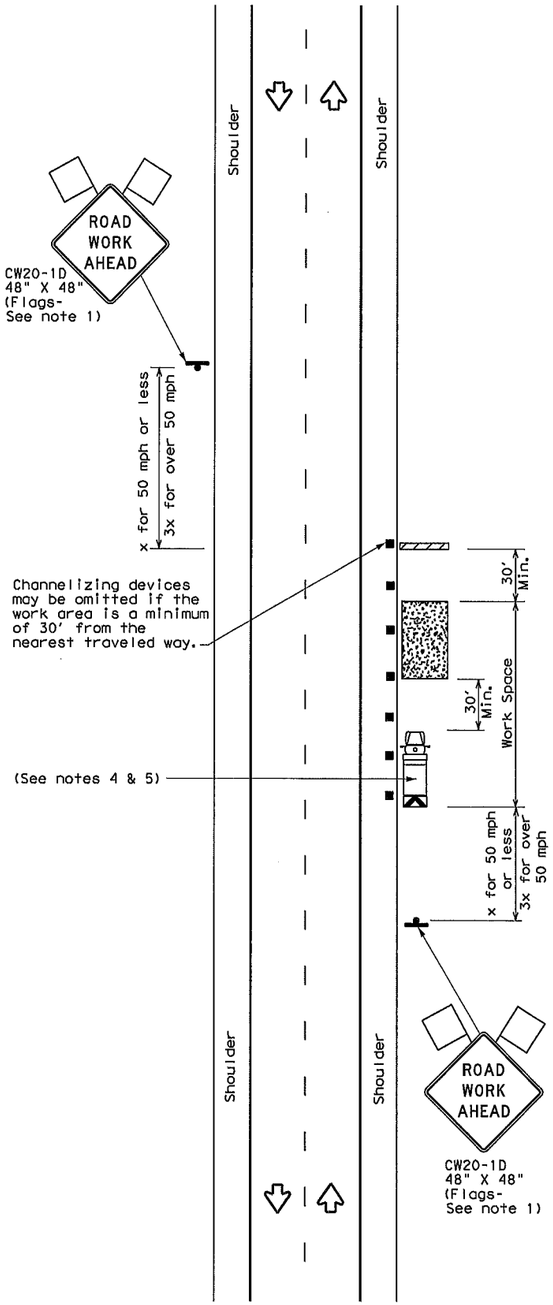
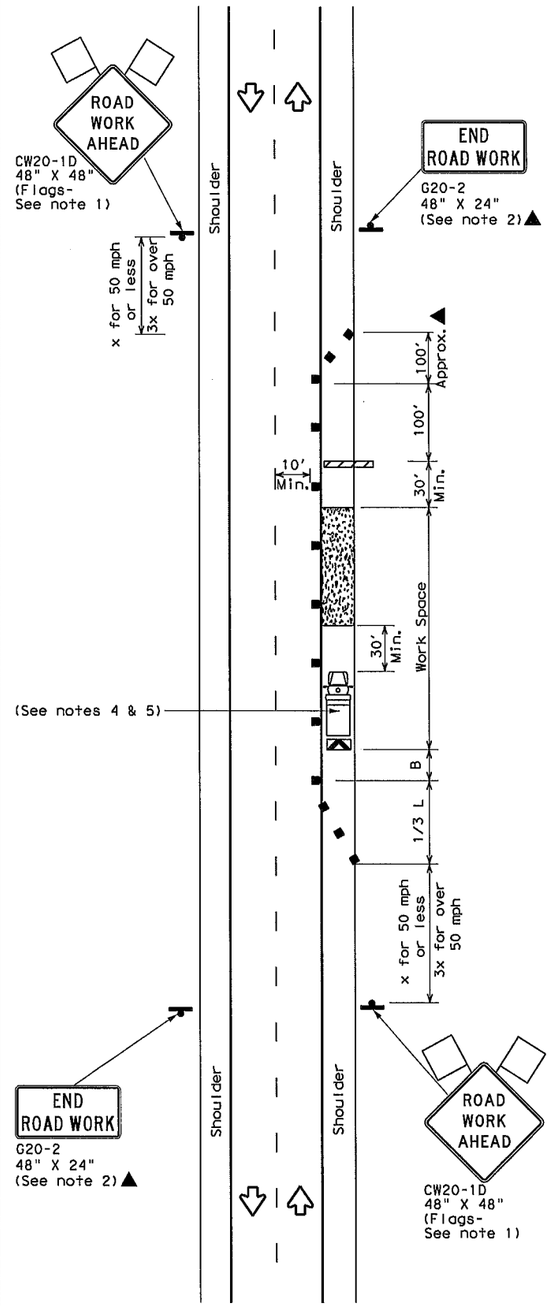


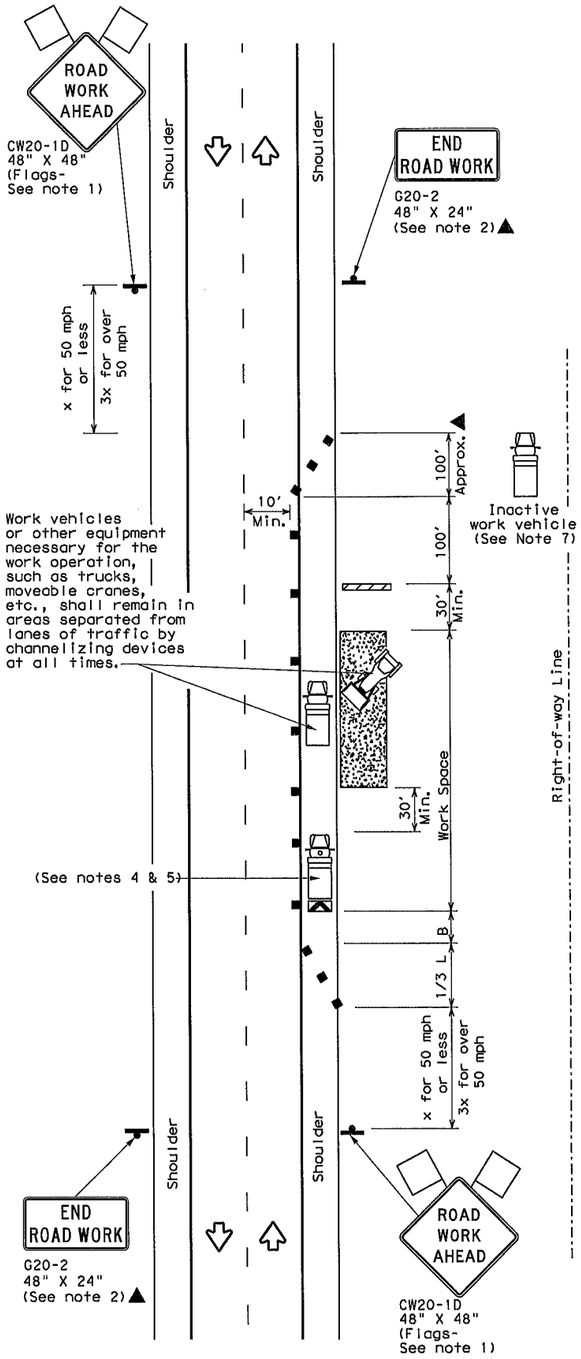
TCP (2-1a)

WORK SPACE NEAR SHOULDER
Conventional Roads



TCP (2-1b)

WORK SPACE ON SHOULDER
Conventional Roads



TCP (2-1c)

WORK VEHICLES ON SHOULDER
Conventional Roads

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices: On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓	✓	✓

GENERAL NOTES

1. Flags attached to signs where shown, are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated in the plans, or for routine maintenance work, when approved by the Engineer.
3. Stockpiled material should be placed a minimum of 30 feet from nearest traveled way.
4. Shadow Vehicle with TMA and high intensity rotating, flashing, oscillating or strobe lights. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect a wider work space.
6. See TCP(5-1) for shoulder work on divided highways, expressways and freeways.
7. Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
8. CW21-5 "SHOULDER WORK" signs may be used in place of CW21-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

Texas Department of Transportation | Traffic Operations Division Standard

TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP(2-1)-18

FILE: tcp2-1-18.dgn	DN:	CK:	DW:	CK:
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REVISIONS 2-94 4-98 8-95 2-12 1-97 2-18	DIST	COUNTY		SHEET NO. 26

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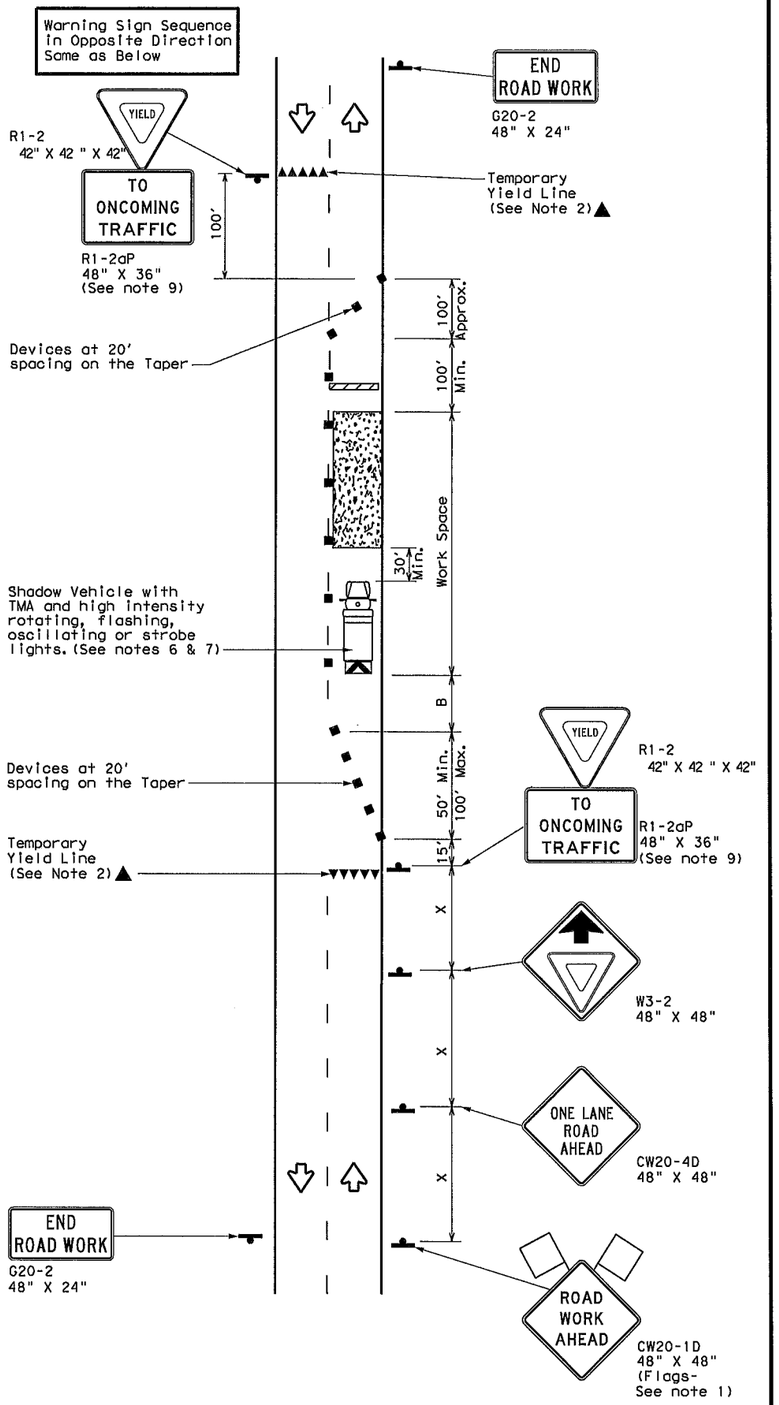
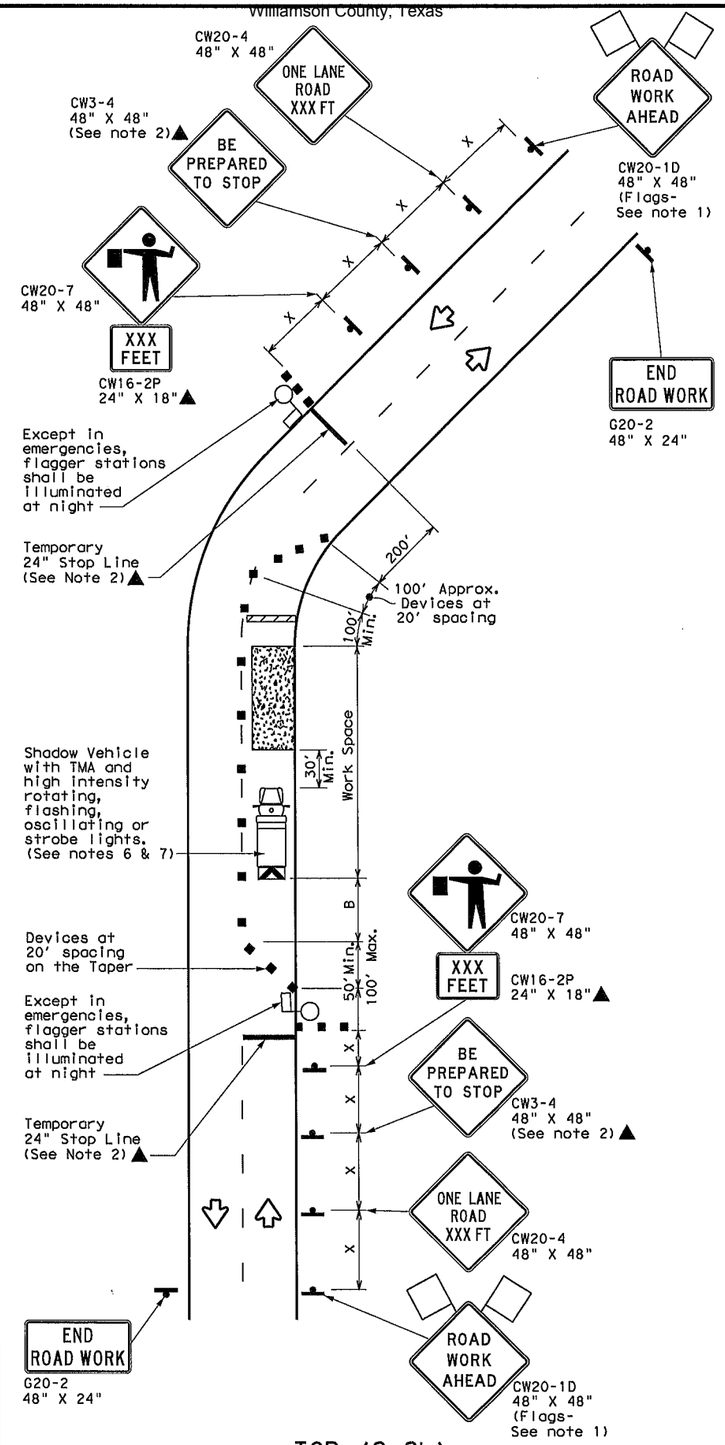


TCP (2-2a)
2-LANE ROADWAY WITHOUT PAVED SHOULDERS
ONE LANE TWO-WAY
CONTROL WITH YIELD SIGNS
(Less than 2000 ADT - See Note 9)



TCP (2-2b)
2-LANE ROADWAY WITHOUT PAVED SHOULDERS
ONE LANE TWO-WAY
CONTROL WITH FLAGGERS

LEGEND			
	Type 3 Barricade	■ ■	Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices: On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
30	$L = \frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45	L = WS	450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

* Conventional Roads Only
** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓	✓	

GENERAL NOTES

1. Flags attached to signs where shown, are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4 "ONE LANE ROAD XXX FT" sign, but proper sign spacing shall be maintained.
4. Flaggers should use two-way radios or other methods of communication to control traffic.
5. Length of work space should be based on the ability of flaggers to communicate.
6. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
7. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect a wider work space.

TCP (2-2a)

8. The R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work space should be no longer than one half city block. In rural areas, roadways with less than 2000 ADT, work space should be no longer than 400 feet.
9. The R1-2aP "YIELD TO ONCOMING TRAFFIC" sign shall be placed on a support at a 7 foot minimum mounting height.

TCP (2-2b)

10. Channelizing devices on the center line may be omitted when a pilot car is leading traffic and approved by the Engineer.
11. If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain stopping sight distance to the flagger and a queue of stopped vehicles. (See table above).
12. Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situtations.

Texas Department of Transportation | Traffic Operations Division Standard

TRAFFIC CONTROL PLAN ONE-LANE TWO-WAY TRAFFIC CONTROL

TCP(2-2)-18

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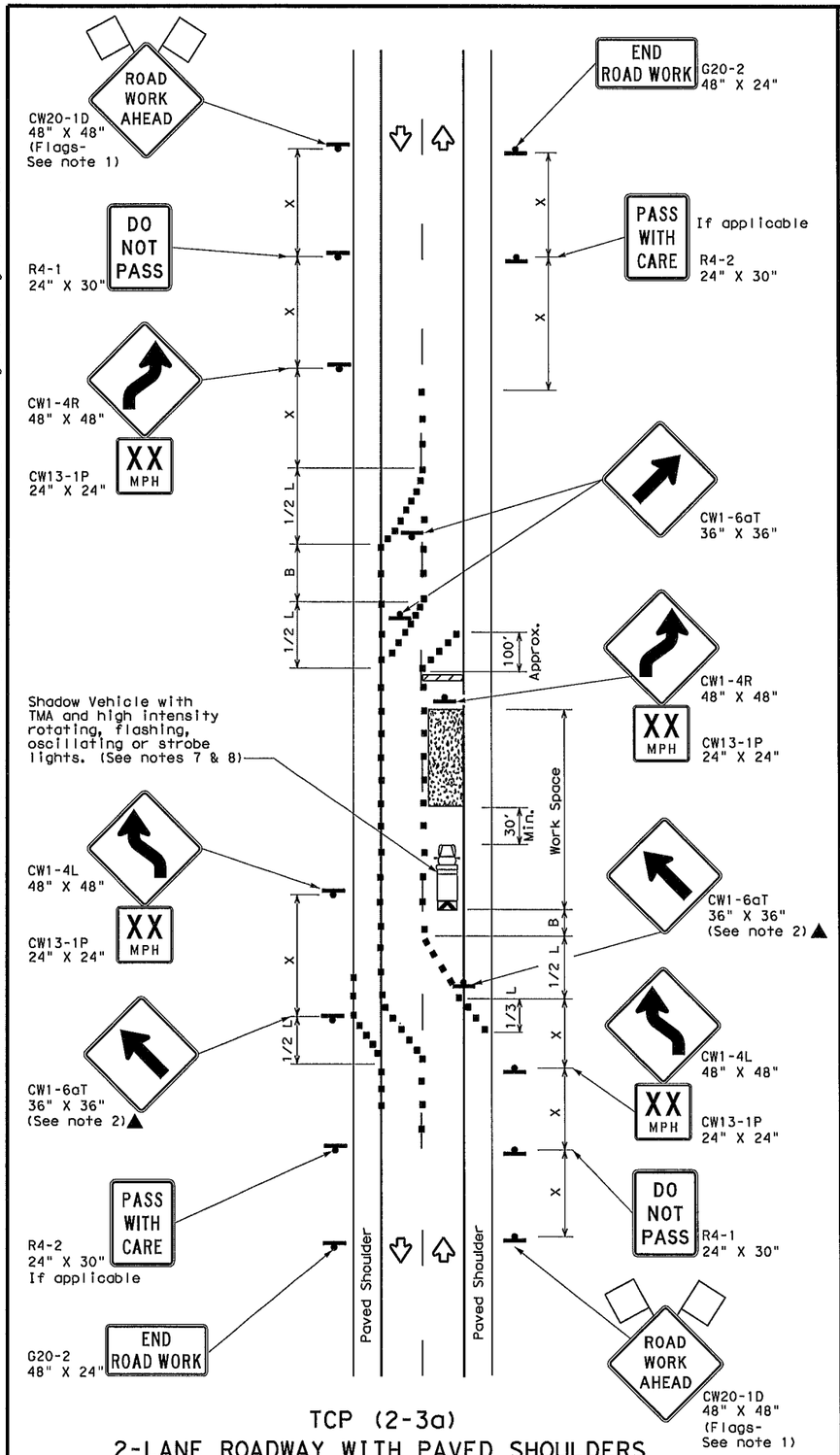
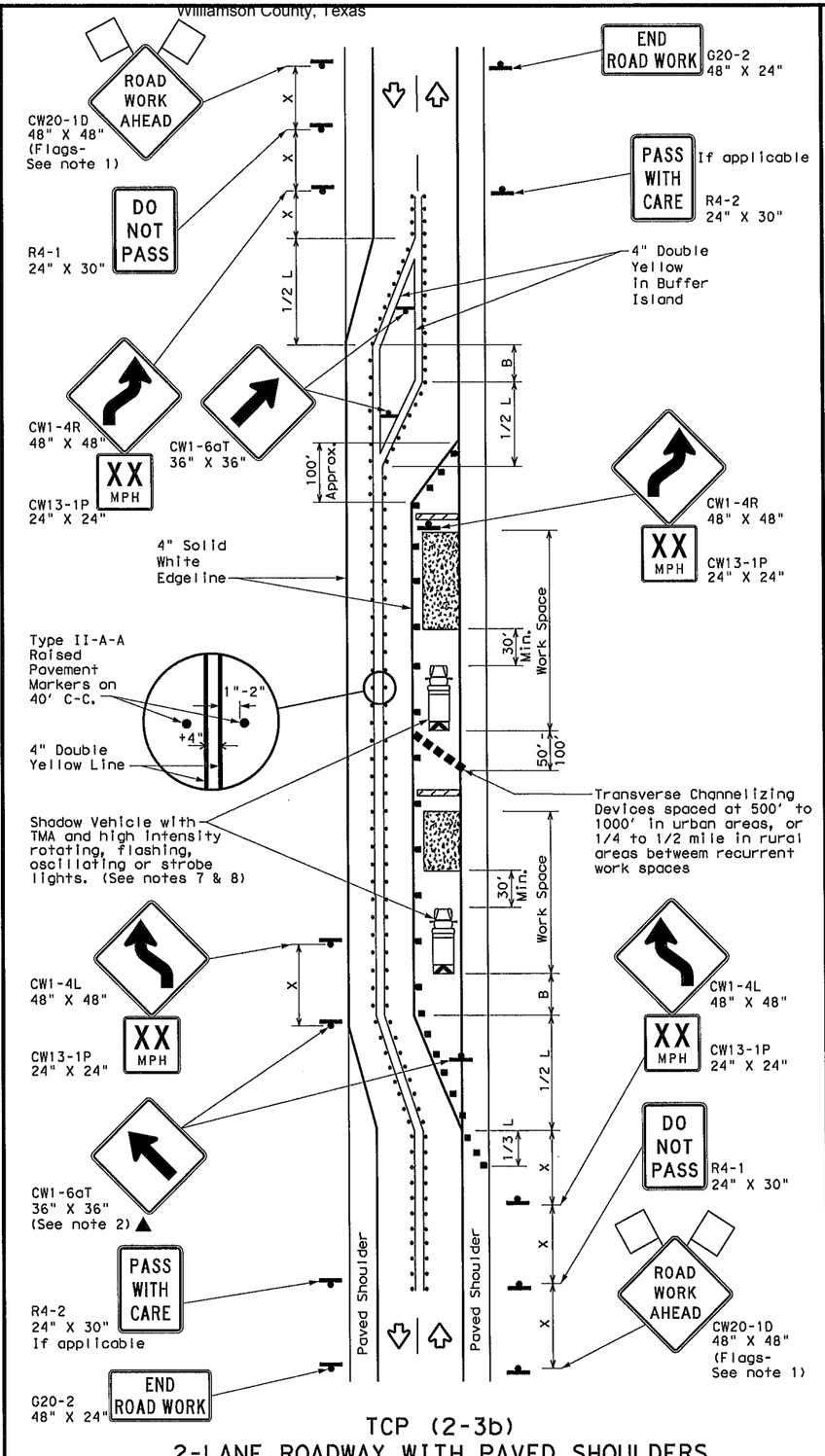


TCP (2-3a)
2-LANE ROADWAY WITH PAVED SHOULDERS

ONE LANE CLOSED
ADEQUATE FIELD OF VIEW



TCP (2-3b)
2-LANE ROADWAY WITH PAVED SHOULDERS

ONE LANE CLOSED
INADEQUATE FIELD OF VIEW

LEGEND			
	Type 3 Barricade	■ ■	Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	....	Raised Pavement Markers Ty II-AA
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
				TCP(2-3b)ONLY
			✓	✓

GENERAL NOTES

1. Flags attached to signs where shown, are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. When work space will be in place less than three days existing pavement markings may remain in place. Channelizing devices shall be used to separate traffic.
4. Flagger control should NOT be used unless roadway conditions or heavy traffic volume require additional emphasis to safely control traffic. Flagger should be positioned at end of traffic queue.
5. The R4-1 "DO NOT PASS," R4-2 " PASS WITH CARE" and construction regulatory speed zone signs may be installed within CW20-1D "ROAD WORK AHEAD" signs. Proper spacing of signs shall be maintained.
6. Conflicting pavement marking shall be removed for long term projects.
7. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted.
8. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect a wider work space.

TCP (2-3a)

9. Conflicting pavement markings shall be removed for long-term projects. For shorter durations where traffic is directed over a yellow centerline, channelizing devices which separate two-way traffic should be spaced on tapers at 20' or 15' if posted speeds are 35 mph or slower, and for tangent sections, at 1/2(S) where S is the speed in mph. This tighter device spacing is intended for the area of the conflicting markings, not the entire work zone.

Texas Department of Transportation — Traffic Operations Division Standard

TRAFFIC CONTROL PLAN TRAFFIC SHIFTS ON TWO-LANE ROADS

TCP(2-3)-18

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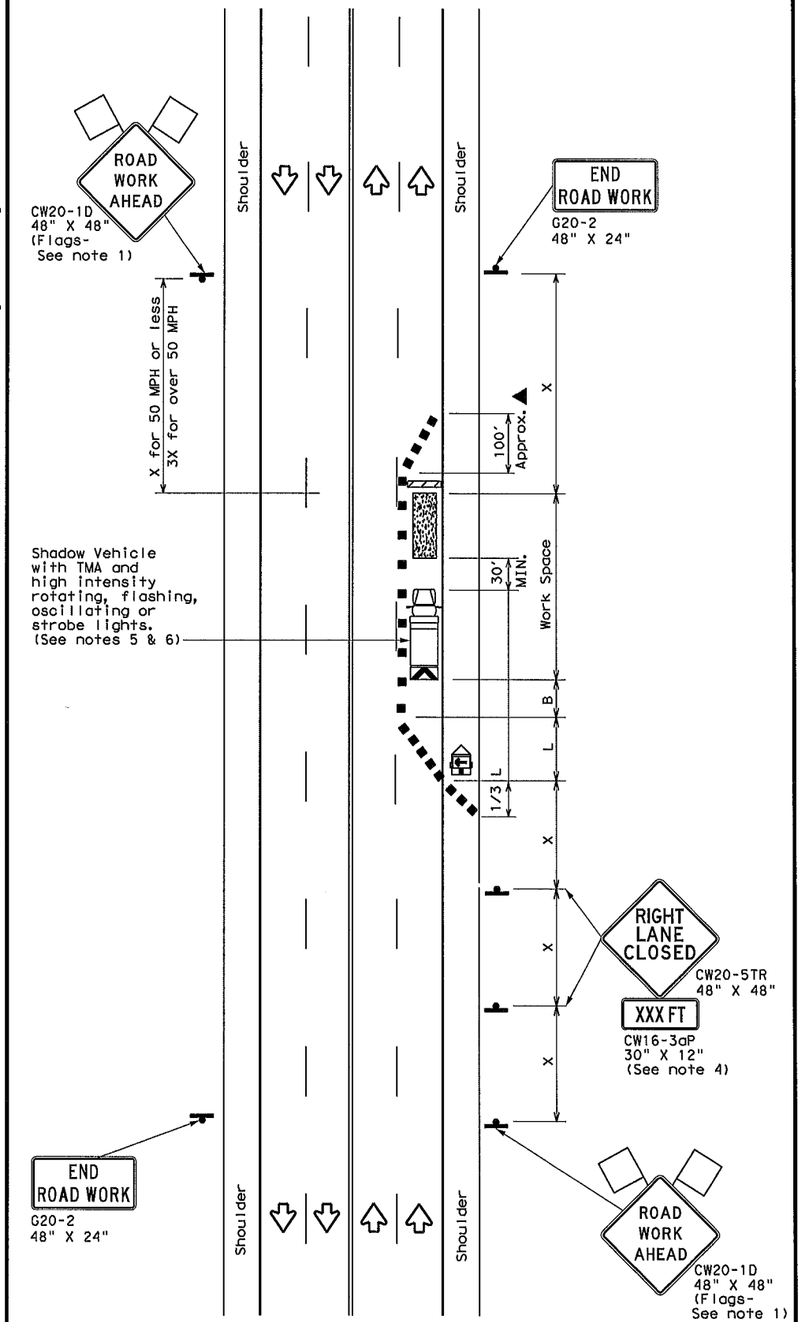
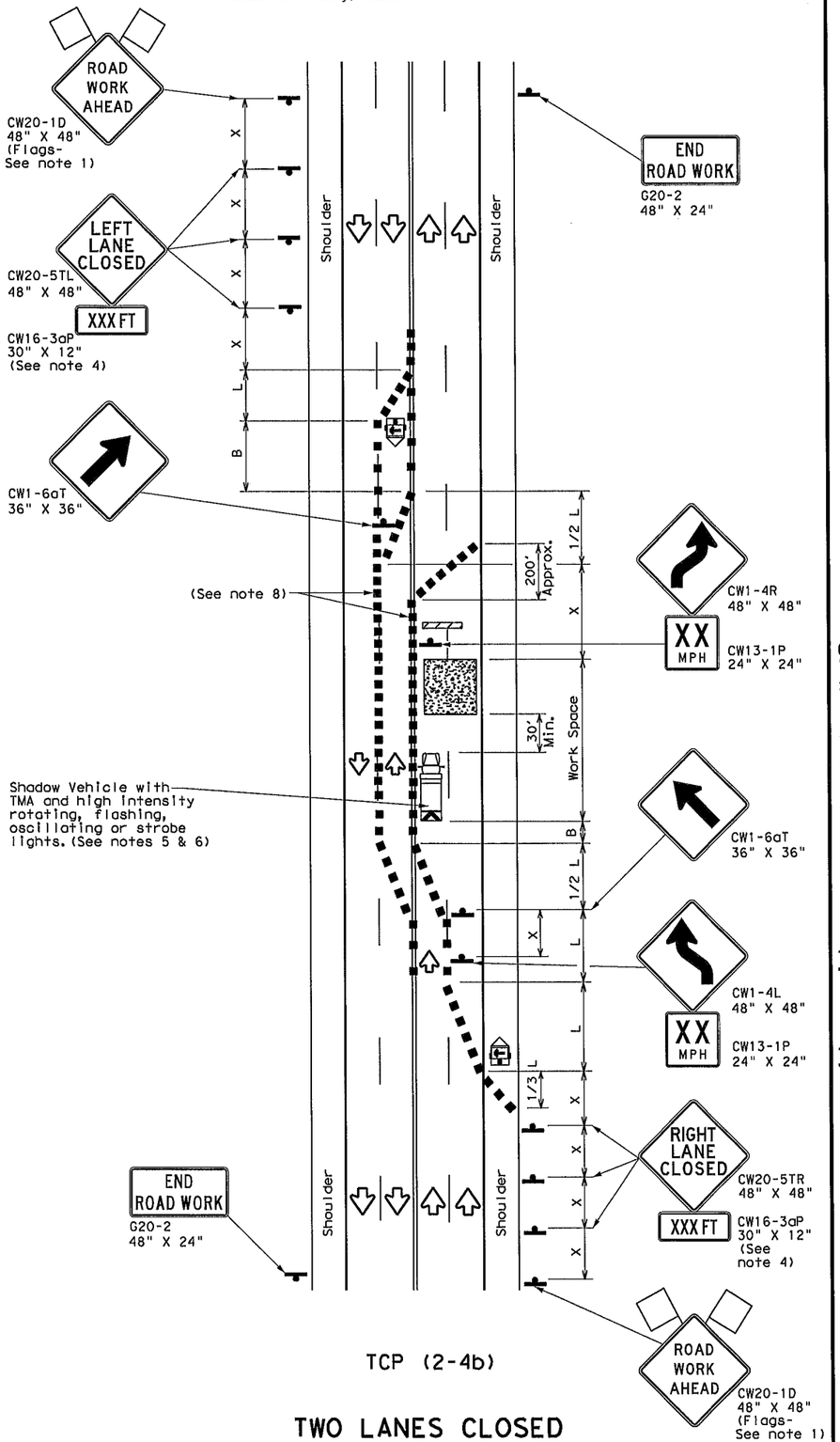


TCP (2-4a)

ONE LANE CLOSED



TCP (2-4b)

TWO LANES CLOSED

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
		✓	✓	

GENERAL NOTES

1. Flags attached to signs where shown, are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. The downstream taper is optional. When used, it should be 100 feet minimum length per lane.
4. For short term applications, when post mounted signs are not used, the distance legend may be shown on the sign face rather than on a CW16-3aP supplemental plaque.
5. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
6. Additional Shadow Vehicles with TMAs may be positioned in each closed lane, on the shoulder or off the paved surface, next to those shown in order to protect a wider work space.

TCP (2-4a)

7. If this TCP is used for a left lane closure, CW20-5TL "LEFT LANE CLOSED"signs shall be used and channelizing devices shall be placed on the centerline to protect the work space from opposing traffic with the arrow board placed in the closed lane near the end of the merging taper.

TCP (2-4b)

8. For shorter durations where traffic is directed over a yellow centerline, channelizing devices which separate two-way traffic should be spaced on tapers at 20' or 15' if posted speeds are 35 mph or slower, and for tangent sections, at 1/2(S) where S is the speed in mph. This tighter devices spacing is intended for the area of conflicting markings, not the entire work zone.

Texas Department of Transportation

Traffic Operations Division Standard

TRAFFIC CONTROL PLAN LANE CLOSURES ON MULTILANE CONVENTIONAL ROADS

TCP(2-4)-18

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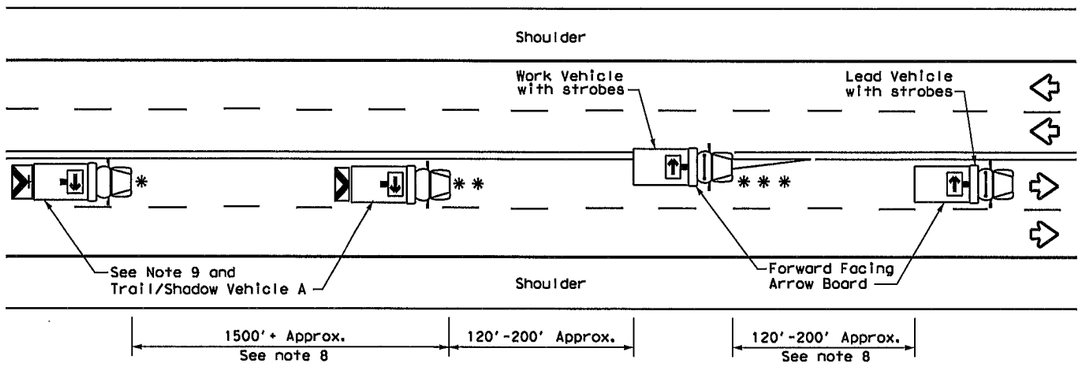
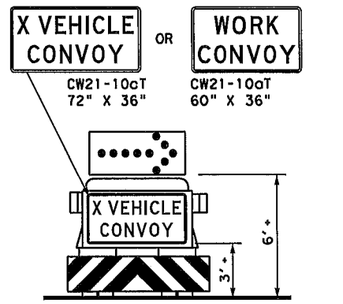


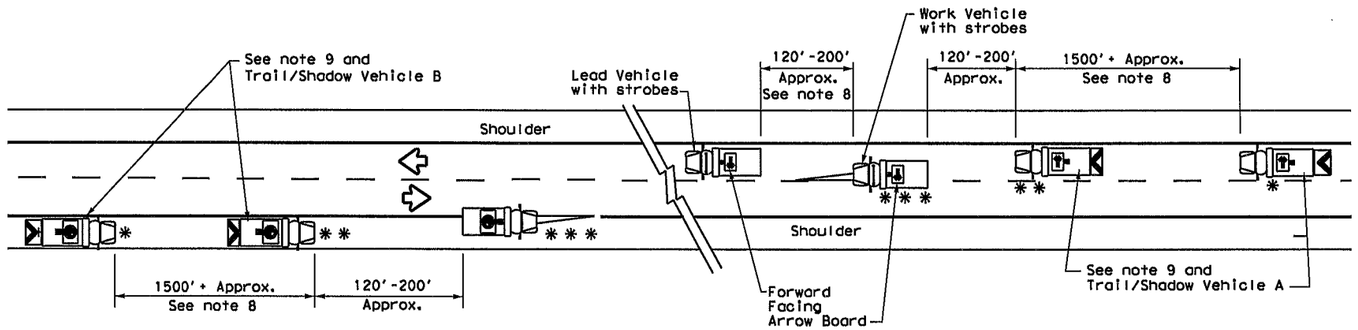
TCP (3-1a)

UNDIVIDED MULTILANE ROADWAY



TRAIL/SHADOW VEHICLE A

with RIGHT Directional display Flashing Arrow Board

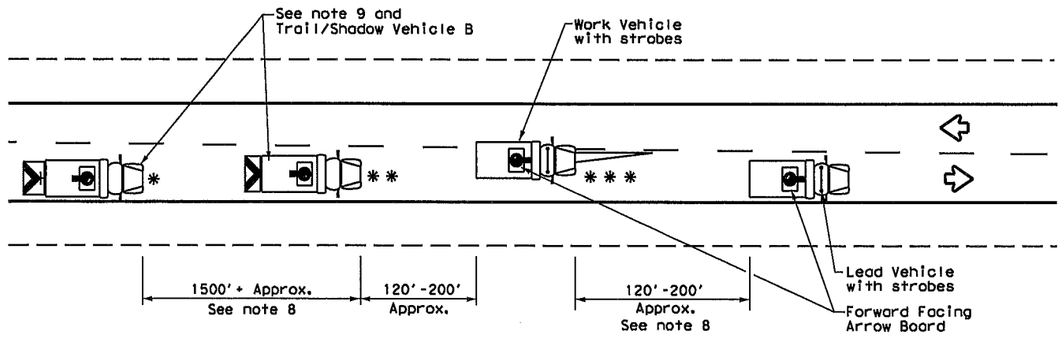


WORK ON SHOULDER

WORK ON TRAVEL LANE

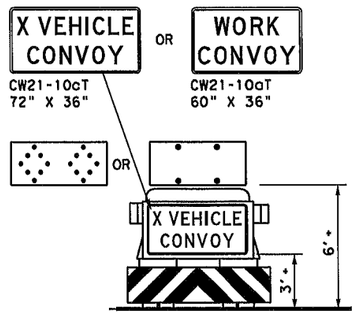
TCP (3-1b)

TWO-WAY ROADWAY WITH PAVED SHOULDERS



TCP (3-1c)

TWO-WAY ROADWAY WITHOUT PAVED SHOULDERS



TRAIL/SHADOW VEHICLE B

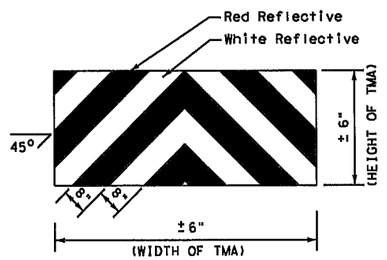
with Flashing Arrow Board in CAUTION display

LEGEND			
*	Trail Vehicle	ARROW BOARD DISPLAY	
**	Shadow Vehicle		
***	Work Vehicle		RIGHT Directional
	Heavy Work Vehicle		LEFT Directional
	Truck Mounted Attenuator (TMA)		Double Arrow
	Traffic Flow		CAUTION (Alternating Diamond or 4 Corner Flash)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
✓				

GENERAL NOTES

1. TRAIL, SHADOW, and LEAD vehicles shall be equipped with arrow boards as illustrated. When a LEAD vehicle is not used the WORK vehicle must be equipped with an arrow board. The Engineer will determine if the LEAD VEHICLE and/or TRAIL VEHICLE are required based on prevailing roadway conditions, traffic volume, and sight distance restrictions.
2. The use of amber high intensity rotating, flashing, oscillating, or strobe lights on vehicles are required. Blue high intensity rotating, flashing, oscillating or strobe lights when mounted on the driver's side of the vehicle may be operated simultaneously with the amber beacons or strobe lights.
3. The use of truck mounted attenuators (TMA) on the SHADOW VEHICLE and TRAIL VEHICLE are required.
4. Reflective sheeting on the rear of the TMA shall meet or exceed the reflectivity and color requirements of DEPARTMENTAL MATERIAL SPECIFICATION DMS 8300, Type A.
5. Flashing arrow boards shall be Type B or Type C as per the Barricade and Construction (BC) standards. The board shall be controlled from inside the vehicle.
6. Each vehicle shall have two-way radio communication capability.
7. When work convoys must change lanes, the TRAIL VEHICLE should change lanes first to shadow the other convoy vehicles.
8. Vehicle spacing between the TRAIL VEHICLE and the SHADOW VEHICLE will vary depending on sight distance restrictions. Motorists approaching the work convoy should be able to see the TRAIL VEHICLE in time to slow down and/or change lanes as they approach the TRAIL VEHICLE. Vehicle spacing between the WORK VEHICLE and SHADOW VEHICLE and vehicle spacing between WORK VEHICLE and LEAD VEHICLE may vary according to terrain, work activity and other factors.
9. "X VEHICLE CONVOY" (CW21-10cT) or "WORK CONVOY" (CW21-10aT) signs shall be used on TRAIL VEHICLES and SHADOW VEHICLES as shown. As an option 48" X 48" diamond shaped "WORK CONVOY"(CW21-10T) or "X VEHICLE CONVOY" (CW21-10bT) signs may be used where adequate mounting space exists. When used, the X VEHICLE CONVOY sign shall have the number of the convoy vehicles displayed on the sign in the number designation "X" location. The "X VEHICLE CONVOY" sign shall not be used on the SHADOW VEHICLE if a TRAIL VEHICLE is used.
10. On two-lane two-way roadways, the work and protection vehicles should pull over periodically to allow motor vehicle traffic to pass. If motorists are not allowed to pass the work convoy, a "DO NOT PASS" (R4-1) sign should be placed on the back of the rearmost protection vehicle.



STRIPING FOR TMA

Texas Department of Transportation

Traffic Operations Division Standard

TRAFFIC CONTROL PLAN MOBILE OPERATIONS UNDIVIDED HIGHWAYS

TCP(3-1)-13

FILE: tcp3-1.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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REVISIONS				
2-94 4-98	DIST	COUNTY		SHEET NO.
8-95 7-13				30 72
1-97				

175

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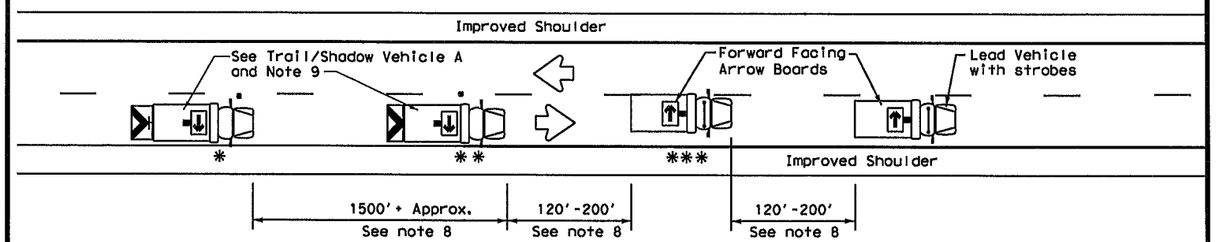
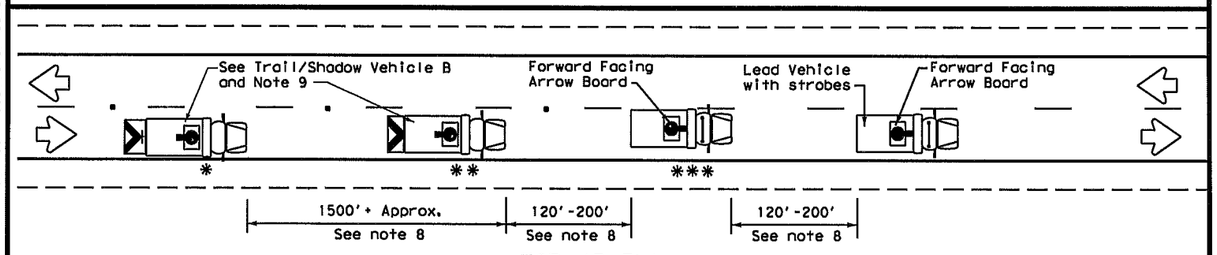


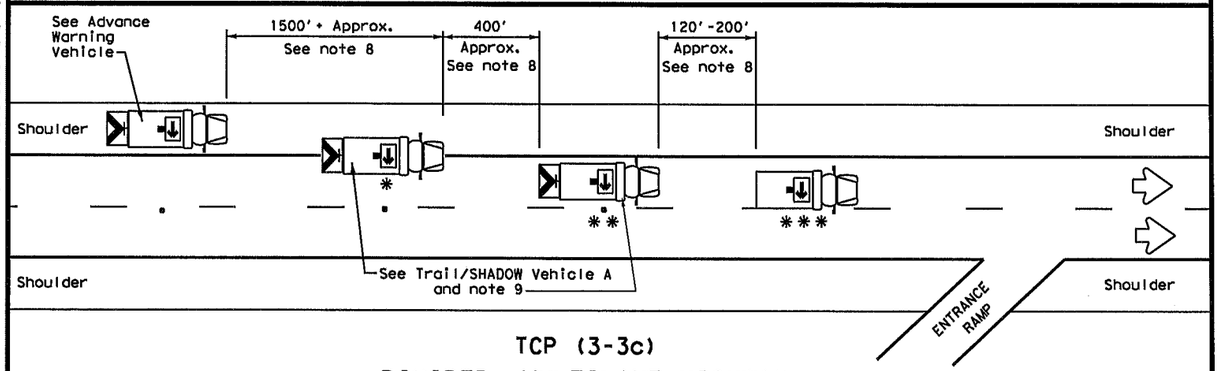
TCP (3-3a)

TWO LANE HIGHWAY WITH PAVED SHOULDERS (WORK ON TRAVEL LANE)



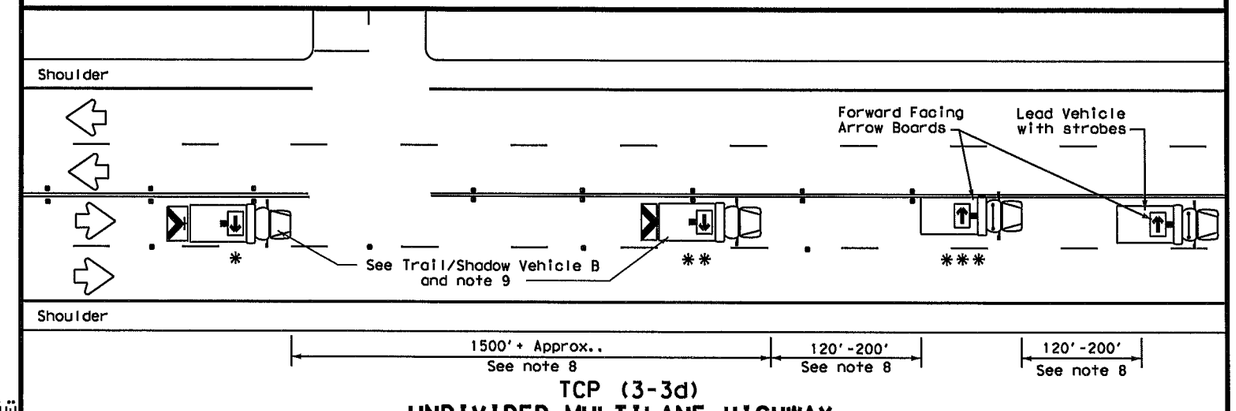
TCP (3-3b)

TWO LANE HIGHWAY WITHOUT PAVED SHOULDERS (WORK ON TRAVEL LANE)



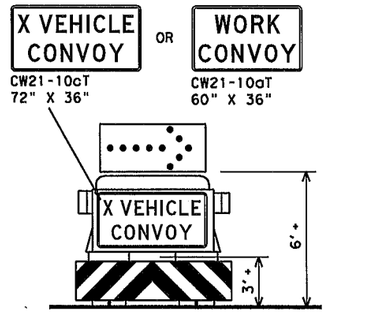
TCP (3-3c)

DIVIDED MULTILANE HIGHWAY



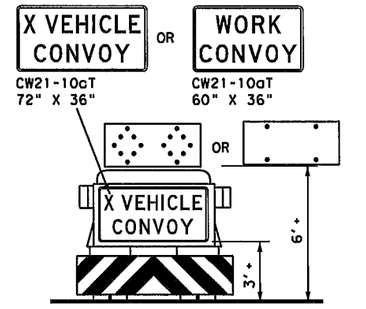
TCP (3-3d)

UNDIVIDED MULTILANE HIGHWAY



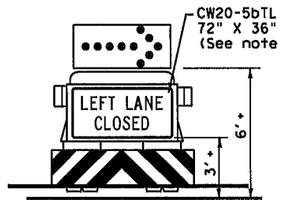
TRAIL/SHADOW VEHICLE A

with RIGHT Directional display
Flashing Arrow Board

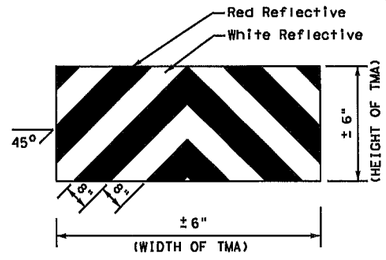


TRAIL/SHADOW VEHICLE B

with Flashing Arrow Board
in Caution Mode



ADVANCE WARNING VEHICLE



STRIPING FOR TMA

LEGEND			
*	Trail Vehicle	ARROW BOARD DISPLAY	
**	Shadow Vehicle		
***	Work Vehicle		RIGHT Directional
	Heavy Work Vehicle		LEFT Directional
	Truck Mounted Attenuator (TMA)		Double Arrow
	Traffic Flow		CAUTION (Alternating Diamond or 4 Corner Flash)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
✓				

GENERAL NOTES

1. TRAIL, SHADOW, and LEAD vehicles shall be equipped with arrow boards as illustrated. When a LEAD vehicle is not used on two way roads the WORK vehicle must have an arrow board. For divided roadways, the arrow board on the WORK vehicle is optional based on the type of work being performed. The Engineer will determine if the LEAD vehicle and/or TRAIL vehicle are required based on prevailing roadway conditions, traffic volume, and sight distance restrictions.
2. The use of amber high intensity rotating, flashing, oscillating, or strobe lights on vehicles are required. Blue high intensity rotating, flashing, oscillating, or strobe lights when mounted on the driver's side of the vehicle may be operated simultaneously with the amber beacons or strobe lights.
3. The use of truck mounted attenuators (TMA) on the SHADOW VEHICLE, ADVANCE WARNING and TRAIL VEHICLE are required.
4. Reflective sheeting on the rear of the TMA shall meet or exceed the reflectivity and color requirements of DEPARTMENTAL MATERIAL SPECIFICATION DMS 8300, Type A.
5. Flashing arrow boards shall be Type B or Type C as per the Barricade and Construction (BC) standards. The board shall be controlled from inside the vehicle.
6. Each vehicle shall have two-way radio communication capability.
7. When work convoys must change lanes, the TRAIL VEHICLE should change lanes first to shadow the other convoy vehicles.
8. Vehicle spacing between the TRAIL VEHICLE and the SHADOW VEHICLE will vary depending on sight distance restrictions. Motorists approaching the convoy should be able to see the TRAIL VEHICLE in time to slow down and/or change lanes as they approach the TRAIL VEHICLE. Vehicle spacing between the WORK VEHICLE and SHADOW VEHICLE and vehicle spacing between WORK VEHICLE and LEAD VEHICLE may vary according to terrain, work activity and other factors.
9. X VEHICLE CONVOY (CW21-10cT) or WORK CONVOY (CW21-10aT) signs shall be used on TRAIL VEHICLES and SHADOW VEHICLES as shown. As an option 48" x 48" diamond shaped WORK CONVOY (CW21-10T) or X VEHICLE CONVOY (CW21-10bT) signs may be used where adequate mounting space exists. When used, the X VEHICLE CONVOY sign shall have the number of the convoy vehicles displayed on the sign in the number designation "X" location. The X VEHICLE CONVOY sign shall not be used on the SHADOW VEHICLE if a TRAIL VEHICLE is used.
10. For divided highways with two or three lanes in one direction, the appropriate LEFT LANE CLOSED (CW20-5bTL), RIGHT LANE CLOSED (CW20-5bTR), or CENTER LANE CLOSED (CW20-5dT) sign should be used on the Advance Warning Vehicle. As an option, a portable changeable message sign (PCMS) or truck mounted changeable message sign (TMCMS) with a minimum character height of 12", and displaying the same legend may be substituted for these signs. An appropriate directional arrow display, simulating the size and legibility of the flashing arrow board may be used in the second phase of the PCMS/TMCMS message. When this is done, the arrow board will not be required on the Advance Warning Vehicle.
11. A double arrow shall not be displayed on the arrow board on the Advance Warning Vehicle.
12. For divided highways with three or four lanes in each direction, use TCP(3-2).
13. Standard diamond shape versions of the CW20-5 series signs may be used as an option if the rectangular signs shown are not available.
14. The Advance Warning Vehicle may straddle the edgeline when Shoulder width makes it necessary.
15. On two-lane two-way roadways, the work and protection vehicles should pull over periodically to allow motor vehicle traffic to pass. If motorists are not allowed to pass the work convoy, a DO NOT PASS (R4-1) sign should be placed on the back of the rearmost protection vehicle.

Texas Department of Transportation — Traffic Operations Division Standard

TRAFFIC CONTROL PLAN MOBILE OPERATIONS RAISED PAVEMENT MARKER INSTALLATION/ REMOVAL

TCP(3-3)-14

FILE: tcp3-3.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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REVISIONS				
2-94 4-98	DIST	COUNTY		SHEET NO.
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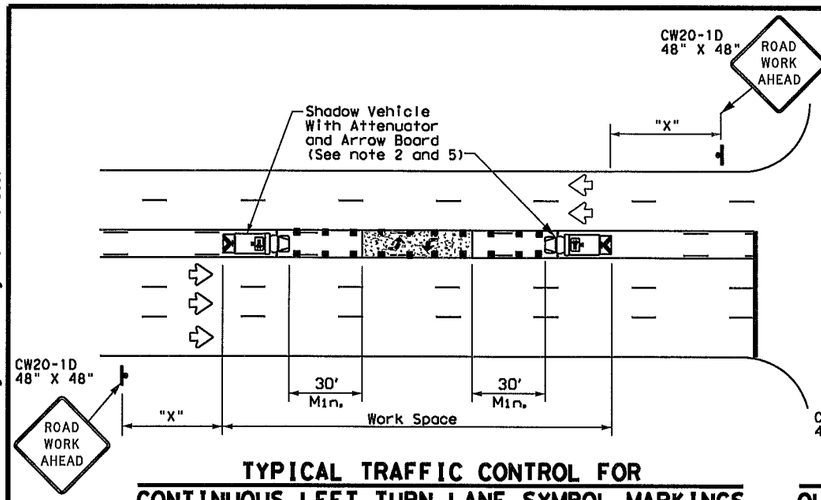
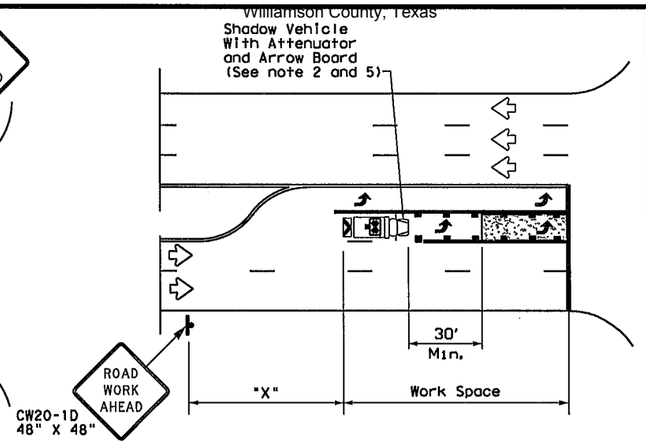
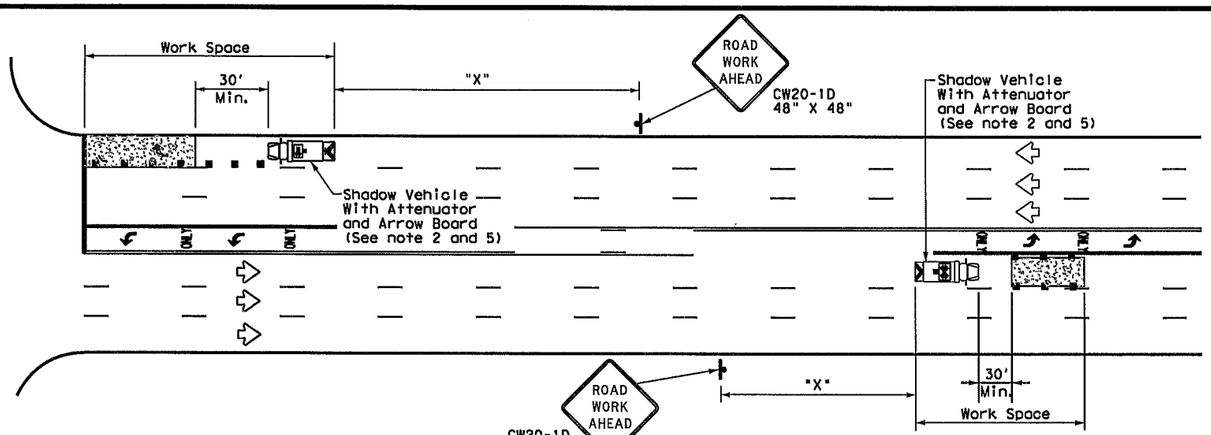


TYPICAL TRAFFIC CONTROL FOR
CONTINUOUS LEFT TURN LANE SYMBOL MARKINGS

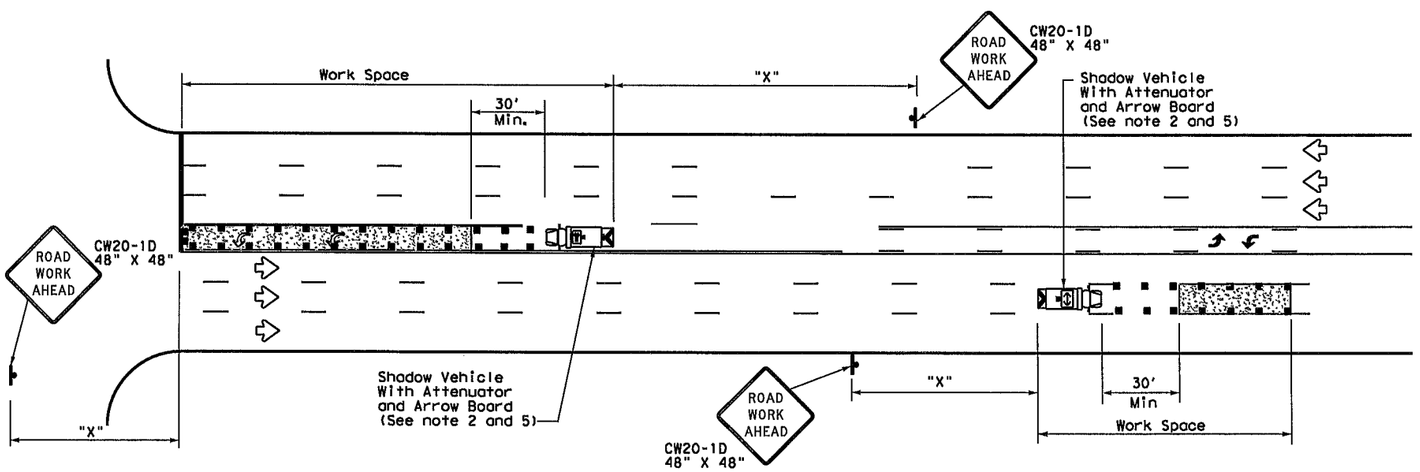


TYPICAL TRAFFIC CONTROL FOR
OUTSIDE DUAL LEFT TURN LANE SYMBOL MARKINGS



TYPICAL TRAFFIC CONTROL FOR
OUTSIDE LANE MARKINGS

TYPICAL TRAFFIC CONTROL FOR
INSIDE LANE MARKINGS



TYPICAL TRAFFIC CONTROL FOR
LEFT TURN LANE MARKINGS

TYPICAL TRAFFIC CONTROL FOR
CENTER LANE MARKINGS

LEGEND			
*	Trail Vehicle	ARROW BOARD DISPLAY	
**	Shadow Vehicle		
***	Work Vehicle		RIGHT Directional
	Heavy Work Vehicle		LEFT Directional
	Truck Mounted Attenuator (TMA)		Double Arrow
	Traffic Flow		Channelizing Devices

Posted Speed *	Formula	Minimum Desirable Taper Lengths **			Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent		
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

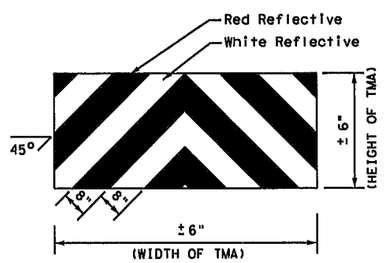
* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
✓				

GENERAL NOTES

1. This traffic control plan is for use on conventional roads posted at 45 mph or less and is intended for mobile operations that move continuously or intermittently (stopping up to approximately 15 minutes) such as short-line striping and in-lane rumble strips. When activities are anticipated to take longer amounts of time or traffic conditions warrant, a short duration or short-term stationary traffic control plan should be used.
2. A Truck Mounted Attenuator shall be used on Shadow Vehicle. Striping on the back panel of all truck mounted attenuators shall be 8" red and white reflective sheeting placed in an inverted "V" design. Reflective sheeting shall meet or exceed the reflectivity and color requirements of departmental material specification DMS-8300, Type A.
3. All traffic control devices shall be in accordance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD), latest edition.
4. The use of yellow rotating beacons or strobe lights on vehicles are required. Blue high intensity rotating, flashing, oscillating or strobe lights when mounted on the drivers side of the vehicle may be operated simultaneously with the amber beacons or strobe lights.
5. Flashing arrow board shall be used on Shadow Vehicle. Flashing arrow board shall be Type B or Type C as per BC Standards. The arrow board operation shall be controlled from inside the truck.



STRIPING FOR TMA

Texas Department of Transportation

Traffic Operations Division Standard

TRAFFIC CONTROL PLAN MOBILE OPERATIONS FOR ISOLATED WORK AREAS UNDIVIDED HIGHWAYS

TCP(3-4)-13

FILE: tcp3-4.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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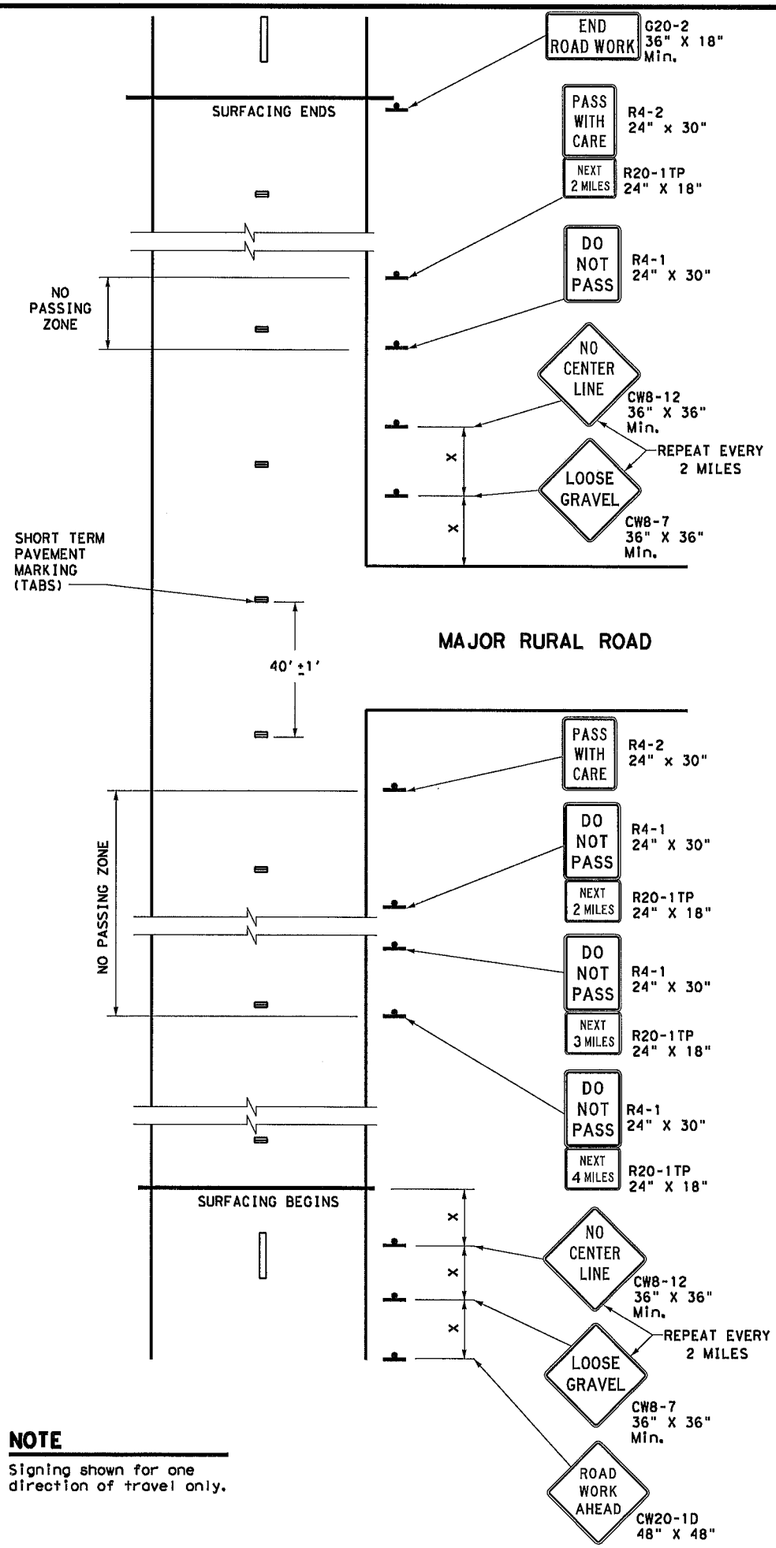
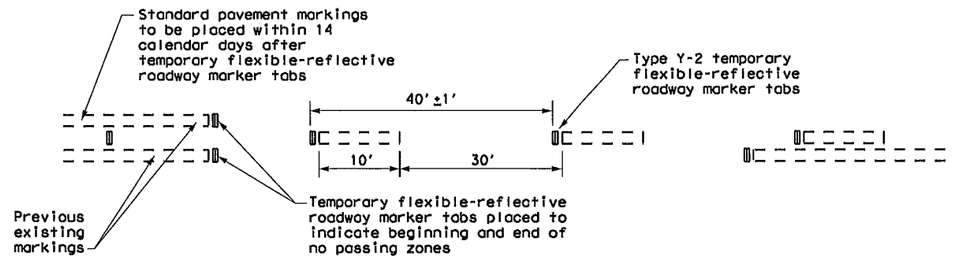


NOTE

Signing shown for one direction of travel only.

NO PASSING ZONES ON TWO-LANE TWO-WAY ROADS



TABS ON CENTERLINES OF TWO-LANE TWO-WAY ROADS

For seal coat, micro-surface or similar operations

"DO NOT PASS" SIGN (R4-1) and NO-PASSING ZONES

A. Prior to the beginning of construction, all currently striped no-passing zones shall be signed with the DO NOT PASS (R4-1) signs and PASS WITH CARE (R4-2) signs placed at the beginning and end of each zone for each direction of travel except as otherwise provided herein. Signs marking these individual no-passing zones need not be covered prior to construction if the signs supplement the existing pavement markings.

B. At the discretion of the Engineer, in areas of numerous no-passing zones, several zones may be combined as a single zone. If passing is to be prohibited over one or more lengthy sections, a DO NOT PASS sign and a NEXT XX MILES (R20-1TP) plaque may be used at the beginning of such zones. The DO NOT PASS sign and the NEXT XX MILES plaque should be repeated every mile to the end of the no-passing zone. In areas where there is considerable distance between no-passing zones, the end of the no-passing zone may be signed with a PASS WITH CARE sign and a NEXT XX MILES plaque.

C. Depending on traffic volumes and length of sections, it may be desirable to prohibit passing throughout the project to prevent damage to windshield and lights. The DO NOT PASS sign and NEXT XX MILES plaque should be used and repeated as often as necessary for this purpose. Where several existing zones are to be combined into one individual no-passing zone, the sign at the beginning of the zone should be covered until the surfacing operation has passed this location so as not to have the DO NOT PASS sign conflict with the existing pavement markings. Also, unless one days operation completes the entire length of such combined zones, appropriate DO NOT PASS and PASS WITH CARE signs should be placed at the beginning and end of the no-passing zones where the surfacing operation has stopped for the day.

D. R4-1 and R4-2 are to remain in place until standard pavement markings are installed.

"NO CENTER LINE" SIGN (CW8-12)

A. Center line markings are yellow pavement markings that delineate the separation of travel lanes that have opposite directions of travel on a roadway. Divided highways do not typically have center line markings.

B. At the time construction activity obliterates the existing center line markings(low volume roads may not have an existing centerline), a NO CENTER LINE (CW8-12) sign should be erected at the beginning of the work area, at approximately 2 mile intervals within the work area, beyond major intersections and other locations deemed necessary by the Engineer.

C. The NO CENTER LINE signs are to remain in place until standard pavement markings are installed.

"LOOSE GRAVEL" SIGN (CW8-7)

A. When construction begins, a LOOSE GRAVEL (CW8-7) sign should be erected at each end of the work area and repeated at intervals of approximately 2 miles in rural areas and closer in urban areas.

B. The LOOSE GRAVEL signs are to remain in place until the condition no longer exists.

PAVEMENT MARKINGS

A. Temporary markings for surfacing projects shall be Temporary Flexible-reflective Roadway Marker Tabs unless otherwise approved by the Engineer. Tabs are to be installed to provide true alignment for striping crews or as directed by the Engineer. Tabs will be placed at the spacing indicated. Tabs should be applied to the pavement
no more than two (2) days before the surfacing is applied. After the surfacing is rolled and swept, the cover over the reflective strip shall be removed.

B. Tabs shall not be used to simulate edge lines.

C. Tab placement for overlay/inlay operations shall be as shown on the WZ(STPM) standard sheet.

COORDINATION OF SIGN LOCATIONS

A. The location of warning signs at the beginning and end of a work area are to be coordinated with other signing typically shown on the Barricade and Construction Standards for project limits to ensure adequate sign spacing.

B. Where possible the ROAD WORK AHEAD (CW20-1D), LOOSE GRAVEL (CW8-7), and NO CENTER LINE (CW8-12) signs should be placed in the sequence shown following the OBEY WARNING SIGNS STATE LAW (R20-3T) and the TRAFFIC FINES DOUBLE (R20-5T) sign, and one "X" sign spacing prior to the CONTRACTOR (G20-6T)sign typically located at or near the limits of surfacing. LOOSE GRAVEL and NO CENTER LINE signs will then be repeated as described above.

Posted Speed *	Minimum Sign Spacing "X" Distance
30	120'
35	160'
40	240'
45	320'
50	400'
55	500'
60	600'
65	700'
70	800'
75	900'

* Conventional Roads Only

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
			✓	✓

GENERAL NOTES

1. The traffic control devices detailed on this sheet will be furnished and erected as directed by the Engineer on sections of roadway where tabs must be placed prior to the surfacing operation which will cover or obliterate the existing pavement markings.
2. The devices shown on this sheet are to be used to supplement those required by the BC Standards or others required elsewhere in the plans.
3. Signs shall be erected as detailed on the BC Standards or the Compliant Work Zone Traffic Control Devices List (CWZTCD) on supports approved for Long-Term / Intermediate-Term Work Zone Sign Supports.
4. When surfacing operations take place on divided highways, freeways or expressways, the size of diamond shaped construction warning signs shall be 48" x 48".
5. Signs on divided highways, freeways and expressways will be placed on both right and left sides of the roadway based on roadway conditions as directed by the Engineer.

Texas Department of Transportation

Traffic Operations Division Standard

TRAFFIC CONTROL DETAILS FOR SURFACING OPERATIONS

TCP(7-1)-13

FILE: tcp7-1.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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REVISIONS				
4-92 4-98	DIST	COUNTY		SHEET NO.
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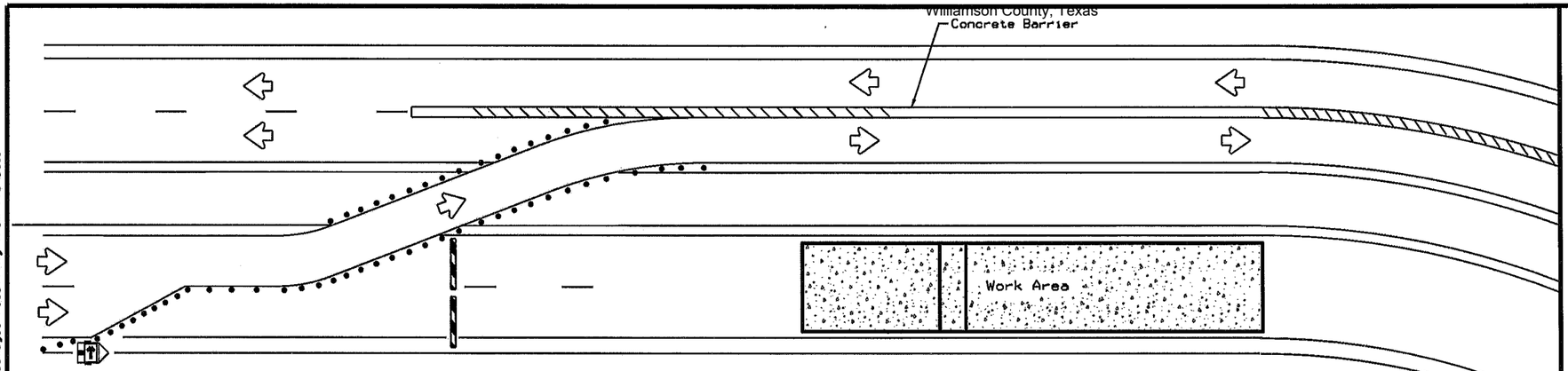


NOTES:

1. Length of Safety Glare screen will be specified elsewhere in the plans.
2. The cumulative nominal length of the modular safety glare screen units shall equal the length of the individual sections of temporary concrete traffic barrier on which they are installed so the joint between barrier sections will not be spanned by any one safety glare screen unit.
3. Screen Panel/blades will be designed such that reflective sheeting conforming with Departmental Material Specification DMS-8300, Sign Face Materials, Type B or C Yellow, minimum size of 2 inches by 12 inches can be attached to the edge of the panel/blade. The sheeting shall be attached to one glare screen panel/blade per section of concrete barrier not to exceed a spacing of 30 feet. Barrier reflectors are not necessary when panel/blades are installed with reflective sheeting as described.
4. Payment for these devices will be under statewide Special Specification "Modular Glare Screens for Headlight Barrier."
5. This detail is only intended to show types of locations where Glare Screens would be appropriate. Required signing and other devices shall be as shown elsewhere in the plans.

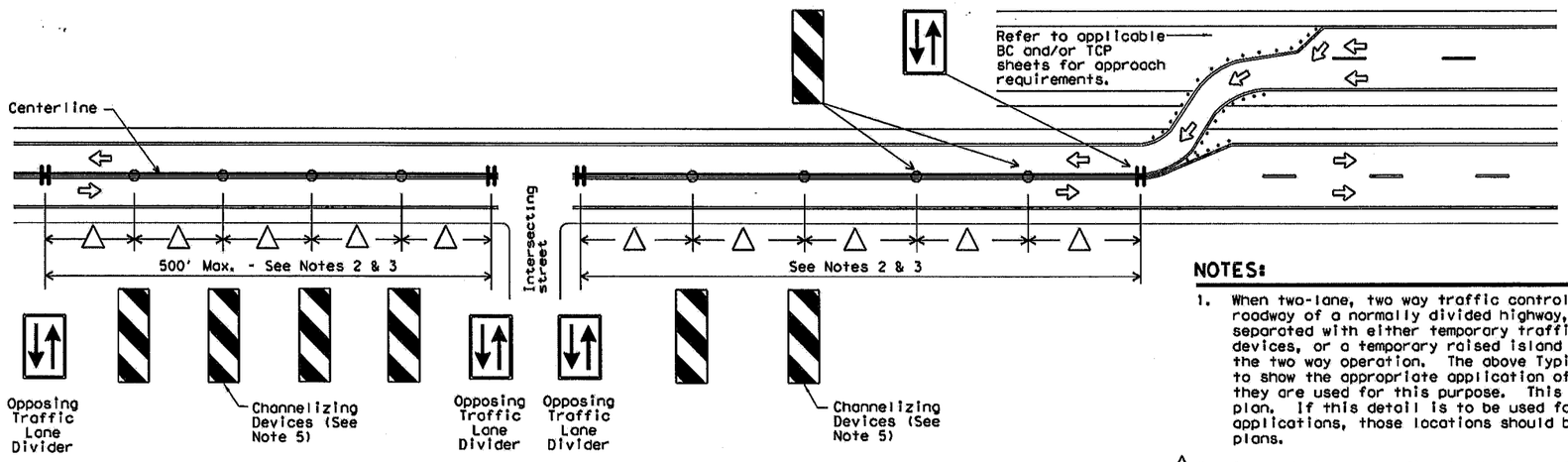
BARRIER DELINEATION WITH MODULAR GLARE SCREENS

LEGEND	
	Type 3 Barricade
• • •	Channelizing Devices
	Trailer Mounted Flashing Arrow Board
	Sign
\\\\	Safety glare screen

DEPARTMENTAL MATERIAL SPECIFICATIONS	
SIGN FACE MATERIALS	DMS-8300
DELINEATORS AND OBJECT MARKERS	DMS-8600
MODULAR GLARE SCREENS FOR HEADLIGHT BARRIER	DMS-8610

Only pre-qualified products shall be used. A copy of the Compliant Work Zone Traffic Control Devices List" CWZTCD) describes pre-qualified products and their sources and may be found at the following web address:

http://www.txdot.gov/business/resources/producer-list.html



VERTICAL PANELS & OPPOSING TRAFFIC LANE DIVIDERS (OTLD) SEPARATING TWO-WAY TRAFFIC ON NORMALLY DIVIDED HIGHWAYS

NOTES:

1. When two-lane, two way traffic control must be maintained on one roadway of a normally divided highway, opposing traffic shall be separated with either temporary traffic barriers, channelizing devices, or a temporary raised island throughout the length of the two way operation. The above Typical Application is intended to show the appropriate application of channelizing devices when they are used for this purpose. This is not a traffic control plan. If this detail is to be used for other types of roads or applications, those locations should be stated elsewhere in the plans.

△2. Space devices according to the Tangent Spacing shown on the Device Spacing table on BC(9) but not exceeding 100'.

3. Every fifth device should be an OTLD except when spaced closer to accommodate an intersection. An OTLD should be the first device on each side of intersecting streets or roads.
4. Locations where surface mount bases with adhesives or self-righting devices will be required in order to maintain them in their proper position should be noted elsewhere in the plans.
5. Channelizing devices are to be vertical panels, 42" cones or tubular markers that are at least 36" tall. Tubular markers used to separate traffic should have a rubber base weighing at least 30 pounds. Tubular markers that are 42" tall or more shall have four bands of reflective material as detailed for 42" cones on BC(10). Tubular markers less than 42" but at least 36" tall shall have three bands of 3" wide white reflective material spaced 2" apart. Reflective material shall meet DMS-8300, Type A.

Texas Department of Transportation | Traffic Operations Division Standard

TRAFFIC CONTROL PLAN TYPICAL DETAILS

WZ(TD)-17

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REVISIONS 4-98 2-17 3-03 7-13	DIST	COUNTY		SHEET NO. 34

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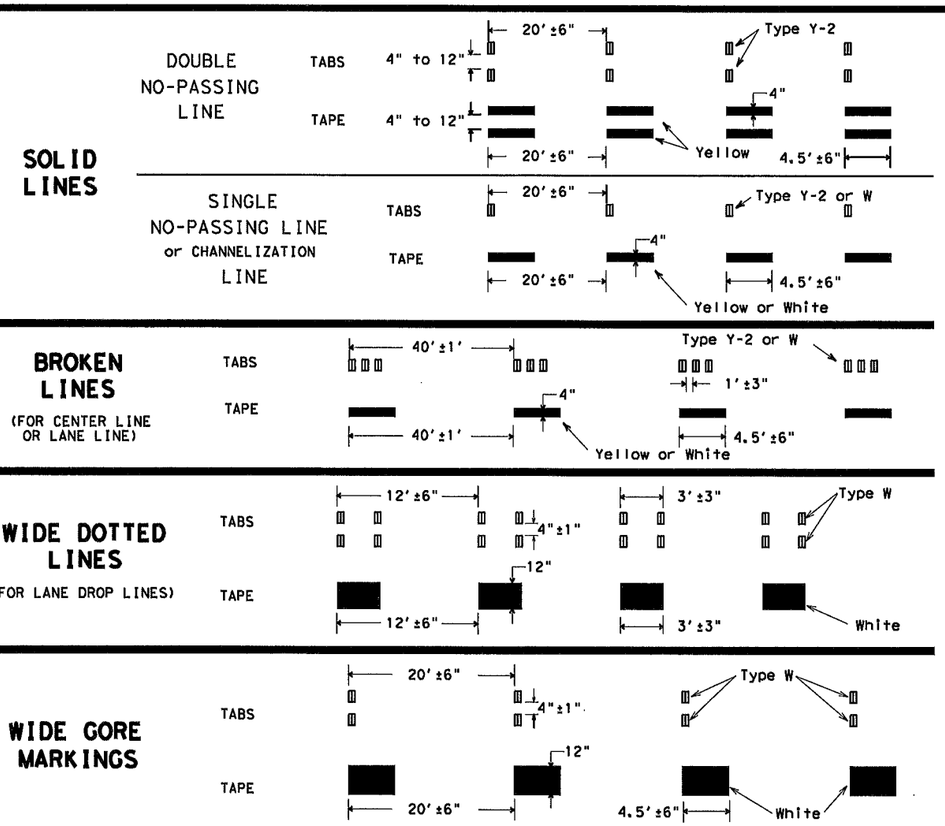
WORK ZONE SHORT TERM PAVEMENT MARKINGS DETAILS



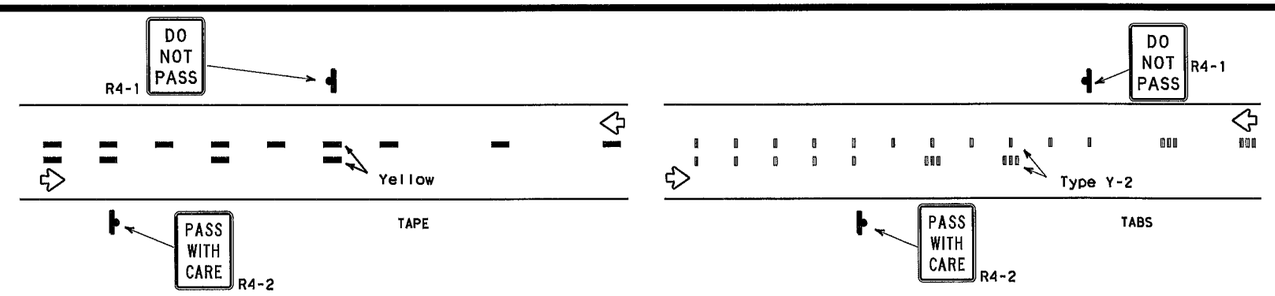
NOTES:

1. Short term pavement markings may be prefabricated markings (stick down tape) or temporary flexible-reflective roadway marker tabs unless otherwise specified elsewhere in plans.
2. Short term pavement markings shall NOT be used to simulate edge lines.
3. Dimensions indicated on this sheet are typical and approximate. Variations in size and height may occur between markers or devices made by manufacturers, by as much as 1/4 inch, unless otherwise noted.
4. Temporary flexible-reflective roadway marker tabs will require normal maintenance replacement when used on roadways with an ADT per lane of up to 7500 vehicles with no more than 10% truck mix. When roadways exceed these values, additional maintenance replacement of devices should be planned.
5. No segment of roadway open to traffic shall remain without permanent pavement markings for a period greater than 14 calendar days. The Contractor will be responsible for maintaining short term pavement markings until permanent pavement markings are in place. When the Contractor is responsible for placement of permanent pavement markings, no segment of roadway shall remain without permanent pavement markings for a period greater than 14 calendar days unless weather conditions prohibit placement. Permanent pavement markings shall be placed as soon as weather permits.
6. For two lane, two-way roadways, DO NOT PASS signs shall be erected to mark the beginning of sections where passing is prohibited and PASS WITH CARE signs shall be erected to mark the beginning of sections where passing is permitted. Signs shall be in accordance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) and may be used to indicate the limits of no-passing zones for up to 14 calendar days. Permanent pavement markings should then be placed.
7. For low volume two lane, two-way roadways of 4000 ADT or less, no-passing lines may be omitted when approved by the Engineer. DO NOT PASS and PASS WITH CARE signs shall be erected (see note 6).
8. For exit gores where a lane is being dropped place wide gore markings or retroreflective channelizing devices to guide motorist through the exit. If channelizing devices are to be used it should be noted elsewhere in the plans. One piece cones are not allowed for this purpose.

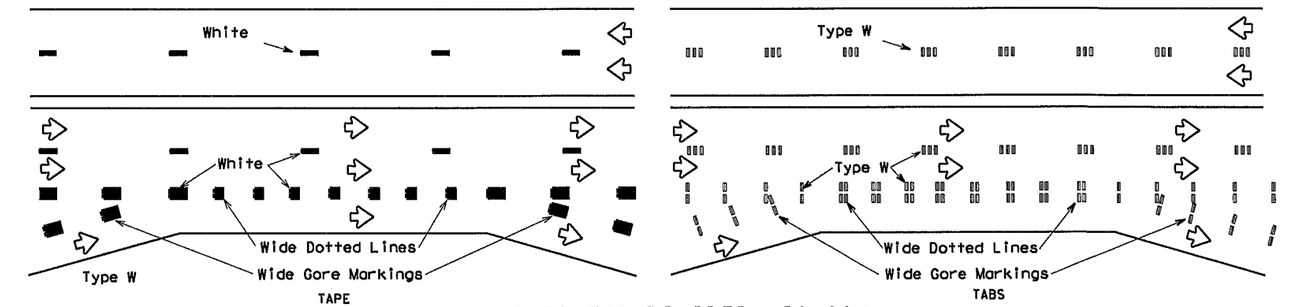
TEMPORARY FLEXIBLE, REFLECTIVE ROADWAY MARKER TABS (TABS)

1. Temporary flexible-reflective roadway marker tabs detailed on this sheet will be designated Type Y-2 (two amber reflective surfaces with yellow body); Type Y (one amber reflective surface with yellow body); and Type W (one white or silver reflective surface with white body). Additional details may be found on BC(11).
2. Tabs shall meet requirements of Departmental Material Specification DMS-8242.
3. When dry, tabs shall be visible for a minimum distance of 200 feet during normal daylight hours and when illuminated by automobile low-beam head light at night, unless sight distance is restricted by roadway geometrics.
4. No two consecutive tabs nor four tabs per 1000 feet of line shall be missing or fail to meet the visual performance requirements of Note 3.

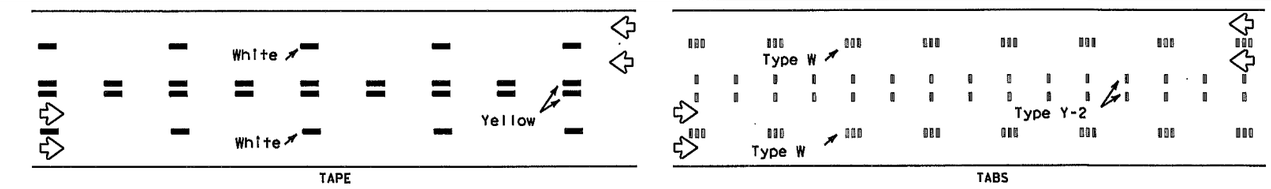
WORK ZONE SHORT TERM PAVEMENT MARKINGS PATTERNS



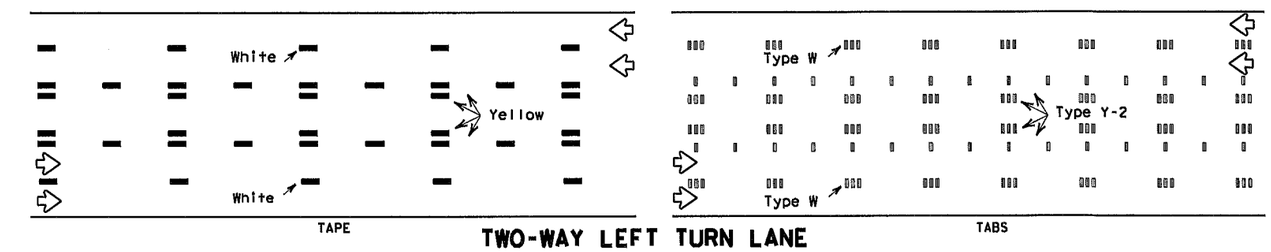
CENTER LINE & NO-PASSING ZONE BARRIER LINES FOR TWO LANE TWO-WAY HIGHWAYS



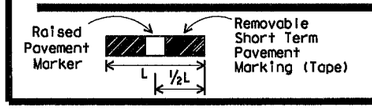
LANE LINES FOR DIVIDED HIGHWAY



LANE & CENTER LINES FOR MULTILANE UNDIVIDED HIGHWAYS



TWO-WAY LEFT TURN LANE



If raised pavement markers are used to supplement REMOVABLE short term markings, the markers shall be applied to the top of the tape at the approximate mid length of the tape. This allows an easier removal of raised markers and tape.

PREFABRICATED PAVEMENT MARKINGS

1. Temporary Removable Prefabricated Pavement Markings shall meet the requirements of DMS-8241.
2. Non-removable Prefabricated Pavement Markings shall meet the requirements of either DMS-8240 "Permanent Prefabricated Pavement Markings" or DMS-8243 "Temporary Costruction-Grade Prefabricated Pavement Markings."

RAISED PAVEMENT MARKERS

1. All raised pavement markers used for work zone markings shall meet the requirements of Item 672, "RAISED PAVEMENT MARKERS" and DMS-4200.

DEPARTMENTAL MATERIAL SPECIFICATIONS (DMS) & MATERIAL PRODUCER LISTS (MPL)

1. DMSs referenced above can be found along with embedded links to their respective MPLs at the following website:
   http://www.txdot.gov/business/contractors_consultants/material_specifications/default.htm

Texas Department of Transportation

Traffic Operations Division Standard

WORK ZONE SHORT TERM PAVEMENT MARKINGS

WZ(STPM)-13

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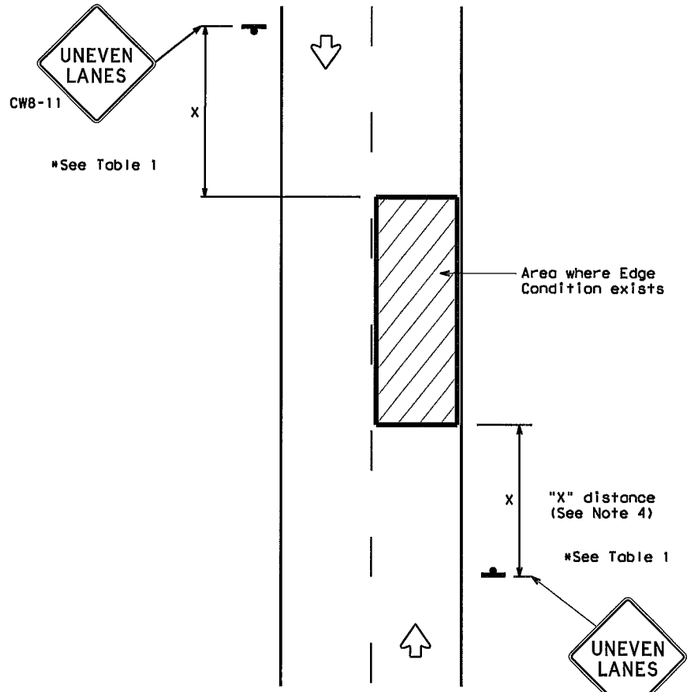
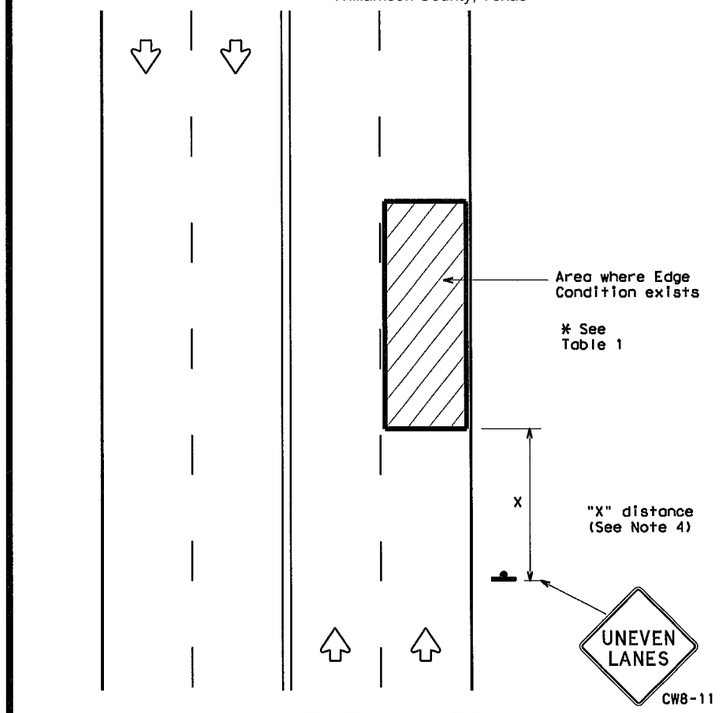
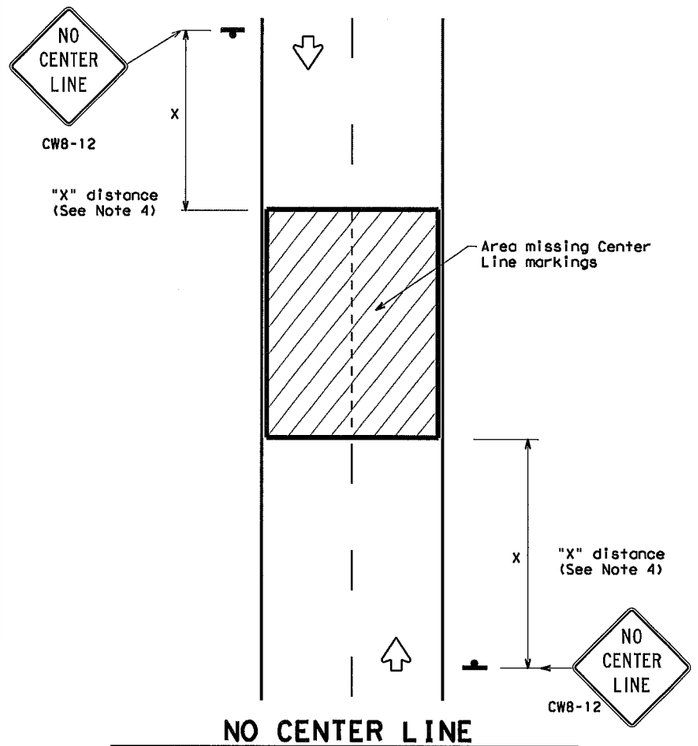


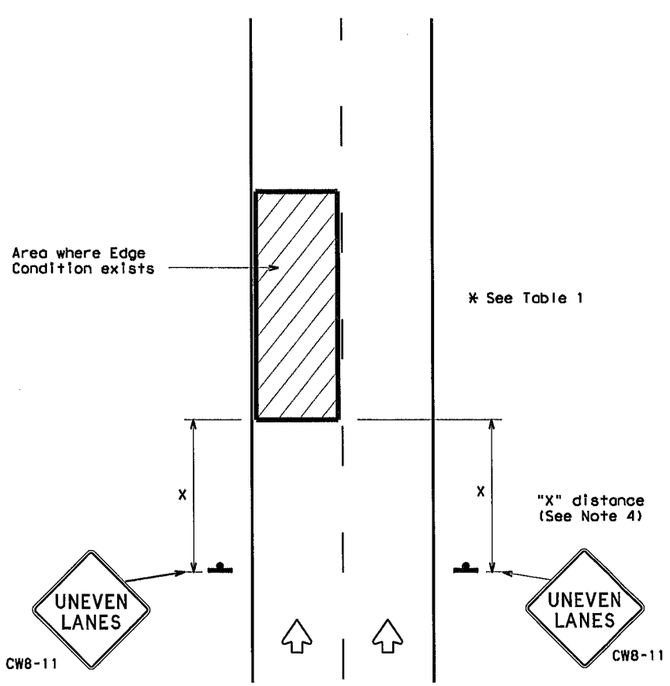
UNEVEN LANES
TWO LANE CONVENTIONAL ROAD



UNEVEN LANES
FOUR LANE CONVENTIONAL ROAD



NO CENTER LINE
TWO LANE CONVENTIONAL ROAD



UNEVEN LANES
DIVIDED ROADWAY

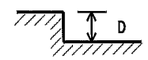
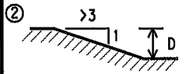
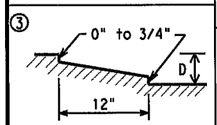
DEPARTMENTAL MATERIAL SPECIFICATIONS	
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240
TEMPORARY (REMOVABLE) PREFABRICATED PAVEMENT MARKINGS	DMS-8241
SIGN FACE MATERIALS	DMS-8300

COLOR	USAGE	SHEETING MATERIAL
ORANGE	BACKGROUND	TYPE B_{FL} OR TYPE C_{FL} SHEETING
BLACK	LEGEND & BORDERS	ACRYLIC NON-REFLECTIVE SHEETING

GENERAL NOTES

1. If spalling or holes occur, ROUGH ROAD (CW8-8) signs should be placed in advance of the condition and be repeated every two miles where the condition persists.
2. UNEVEN LANES (CW8-11) signs shall be installed in advance of the condition and repeated every mile. Signs installed along the uneven lane condition may be supplemented with the NEXT XX MILES (CW7-3aP) plaque or Advisory Speed (CW13-1P) plaque.
3. NO CENTER LINE (CW8-12) signs and temporary pavement markings as per the WZ(STPM) standard shall be installed if yellow centerlines separating two way traffic are obscured or obliterated. Repeat NO CENTER LINE signs every two miles where the center line markings are not in place. The signs and markings shall remain in place until permanent pavement markings are installed.
4. Signs shall be spaced at the distances recommended as per BC standards.
5. Additional signs may be required as directed by the Engineer. Signs shall remain in place until final surface is applied. Signs shall be considered subsidiary to Item 502 "BARRICADES, SIGNS AND TRAFFIC HANDLING."
6. Signs shall be fabricated and mounted on supports as shown on the BC standards and/or listed on the "Compliant Work Zone Traffic Control Devices" list.
7. Short term markings shall not be used to simulate edge lines.
8. All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas," latest edition.

TABLE 1

Edge Condition	Edge Height (D)	* Warning Devices
① 	Less than or equal to: 1¼" (maximum-planing) 1½" (typical-overlay)	Sign: CW8-11
	Distance "D" may be a maximum of 1 1/4 " for planing operations and 2" for overlay operations if uneven lanes with edge condition 1 are open to traffic after work operations cease.	
② 	Less than or equal to 3"	Sign: CW8-11
③  Notched Wedge Joint	Distance "D" may be a maximum of 3" if uneven lanes with edge condition 2 or 3 are open to traffic after work operations cease. Uneven lanes should not be open to traffic when "D" is greater than 3".	

TRAFFIC CONTROL DURING PLANING, OVERLAY AND LEVELING OPERATIONS ARE SHOWN ELSEWHERE IN THE PLANS.

MINIMUM WARNING SIGN SIZE	
Conventional roads	36" x 36"
Freeways/expressways, divided roadways	48" x 48"

Texas Department of Transportation — Traffic Operations Division Standard

SIGNING FOR UNEVEN LANES

WZ(UL)-13

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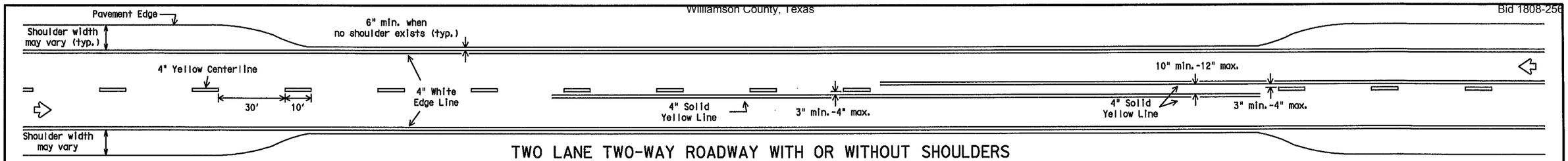
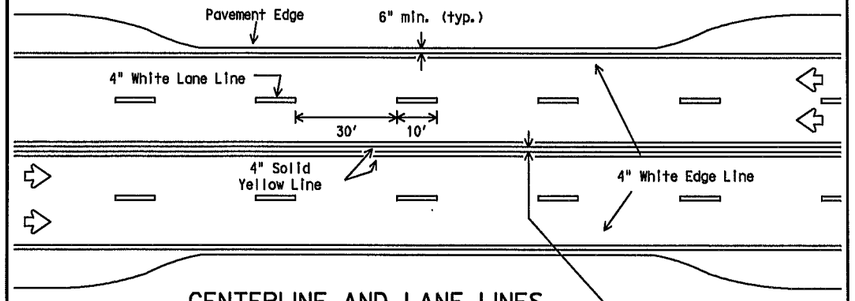
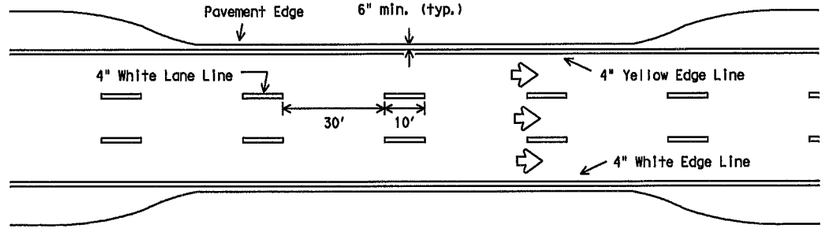


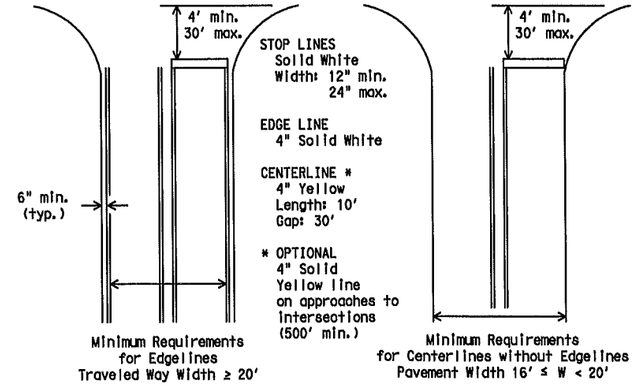
TWO LANE TWO-WAY ROADWAY WITH OR WITHOUT SHOULDERS



CENTERLINE AND LANE LINES FOUR LANE TWO-WAY ROADWAY WITH OR WITHOUT SHOULDERS

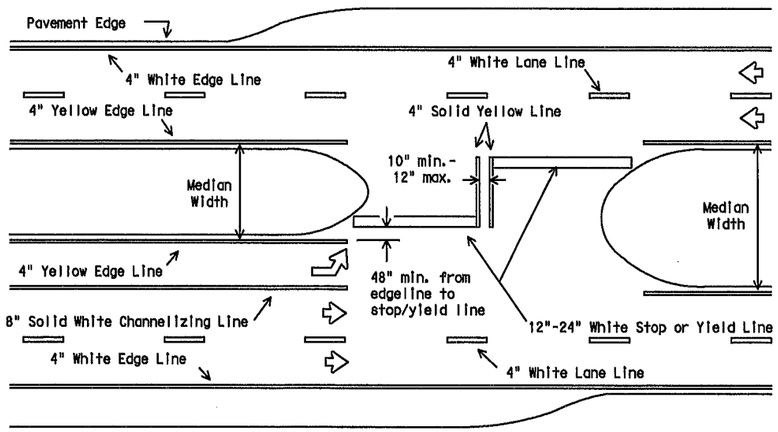


EDGE LINE AND LANE LINES ONE-WAY ROADWAY WITH OR WITHOUT SHOULDERS



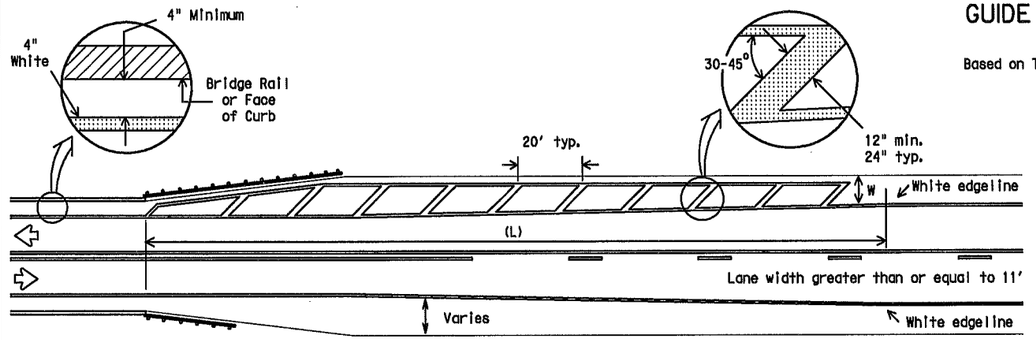
GUIDE FOR PLACEMENT OF STOP LINES, EDGE LINE & CENTERLINE

Based on Traveled Way and Pavement Widths for Undivided Highways



All medians shall be field measured to determine the location of necessary striping. Stop/Yield bars and centerlines shall be placed when the median width is greater than 30 ft. The median width is defined as the area between two roadways of a divided highway measured from edge of traveled way to edge of traveled way. The median excludes turn lanes. The median width might be different between intersections, interchanges and of opposite approaches of the same intersection. The narrow median width will be the controlling width to determine if markings are required.

FOUR LANE DIVIDED ROADWAY INTERSECTIONS



NOTES:

1. No-passing zone on bridge approach is optional but if used, it shall be a minimum 500 feet long.
2. For crosshatching length (L) see Table 1.
3. The width of the offset (W) and the required crosshatching width is the full shoulder width in advance of the bridge.
4. The crosshatching is not required if delineators or barrier reflectors are used along the structure.
5. For guard fence details, refer elsewhere in the plans.

ROADWAYS WITH REDUCED SHOULDER WIDTHS ACROSS BRIDGE OR CULVERT

TABLE 1 - TYPICAL LENGTH (L)

Posted Speed *	Formula
≤ 40	$L = \frac{WS^2}{60}$
≥ 45	L=WS

* 85th Percentile Speed may be used on roads where traffic speeds normally exceed the posted speed limit. Crosshatching length should be rounded up to nearest 5 foot increment.

L=Length of Crosshatching (FT.) W=Width of Offset (FT.)
S=Posted Speed (MPH)

EXAMPLES:

An 8 foot shoulder in advance of a bridge reduces to 4 feet on a 70 MPH roadway. The length of the crosshatching should be:

$L = 8 \times 70 = 560$ ft.

A 4 foot shoulder in advance of a bridge reduces to 2 feet on a 40 MPH roadway. The length of the crosshatching should be:

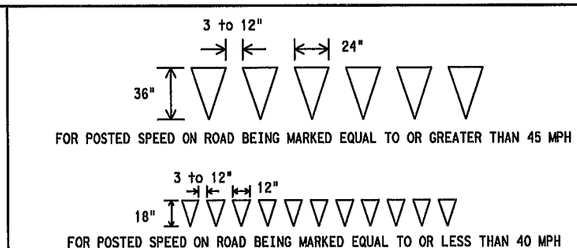
$L = 4(40)^2 / 60 = 106.67$ ft. rounded to 110 ft.

GENERAL NOTES

1. Edgeline striping shall be as shown in the plans or as directed by the Engineer. The edgeline should typically be placed a minimum of 6 inches from the edge of pavement. This distance may vary due to pavement raveling or other conditions. Edgelines are not required in curb and gutter sections of roadways.
2. The traveled way includes only that portion of the roadway used for vehicular travel and not the parking lanes, sidewalks, berms and shoulders. The traveled ways shall be measured from the inside of edgeline to inside of edgeline of a two lane roadway.

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



YIELD LINES

Texas Department of Transportation
Traffic Operations Division

TYPICAL STANDARD PAVEMENT MARKINGS

PM(1)-12

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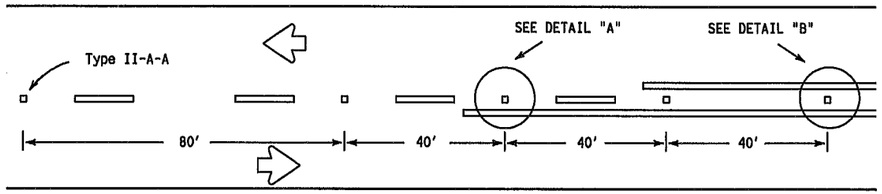
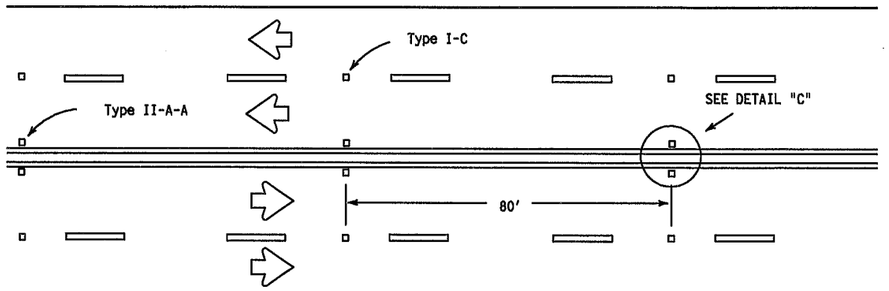
REFLECTIVE RAISED PAVEMENT MARKERS FOR VEHICLE POSITIONING GUIDANCE

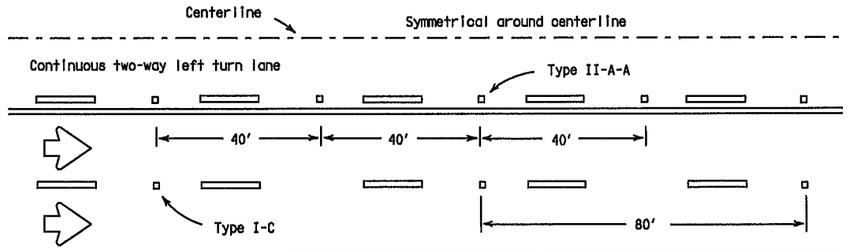


CENTERLINE FOR ALL TWO LANE ROADWAYS

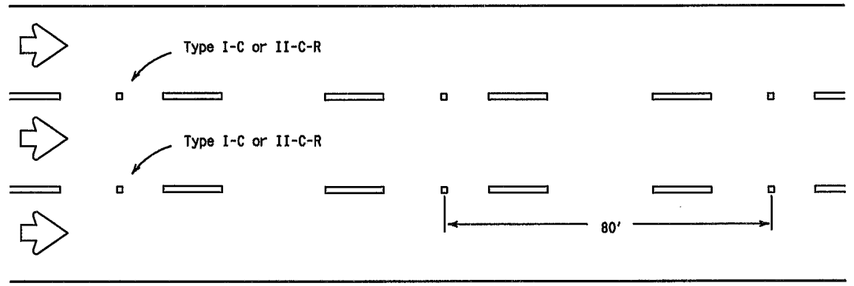


CENTERLINE & LANE LINES FOR FOUR LANE TWO-WAY HIGHWAYS

Raised pavement marker Type I-C, clear face toward normal traffic, shall be placed on 80-foot centers.

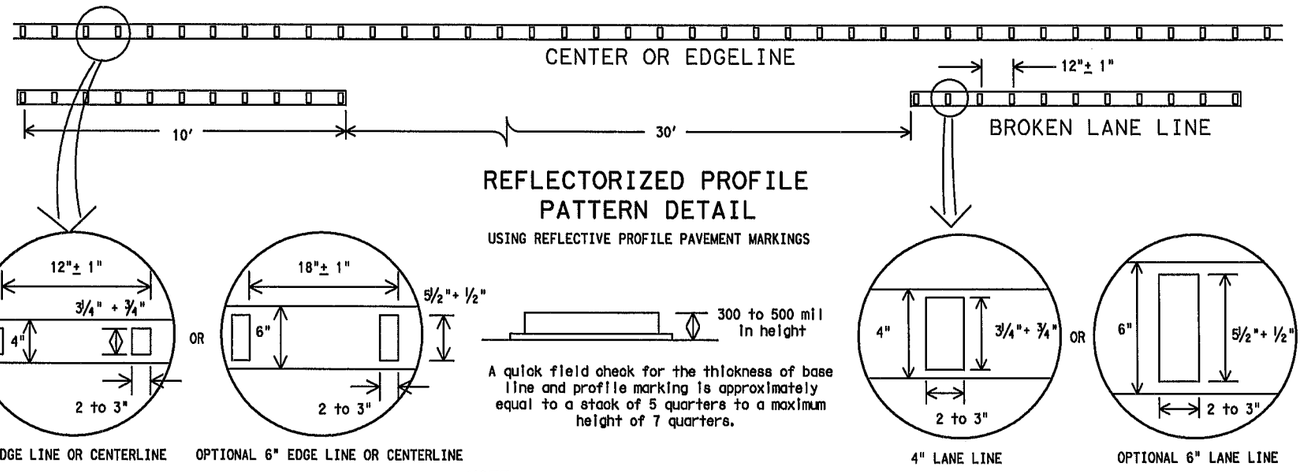


CENTERLINE AND LANE LINES FOR TWO-WAY LEFT TURN LANE



LANE LINES FOR ONE-WAY ROADWAY (NON-FREEWAY FACILITIES)

Raised pavement markers Type II-C-R shall have clear face toward normal traffic and red face toward wrong-way traffic.



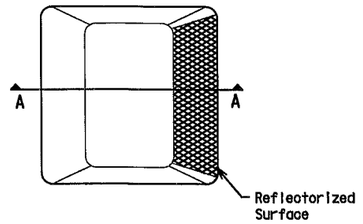
NOTE:
Profile markings shall not be placed on roadways with a posted speed limit of 45 MPH or less.

GENERAL NOTES

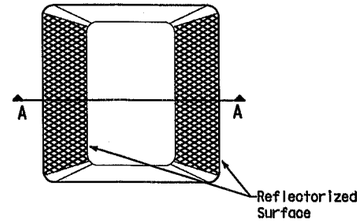
1. All raised pavement markers placed in broken lines shall be placed in line with and midway between the stripes.
2. On concrete pavements the raised pavement markers should be placed to one side of the longitudinal joints.

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

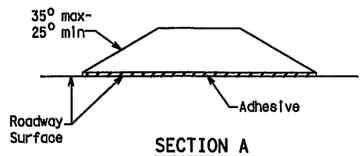
All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



Type I (Top View)



Type II (Top View)



SECTION A

RAISED PAVEMENT MARKERS

Texas Department of Transportation
Traffic Operations Division

POSITION GUIDANCE USING RAISED MARKERS
REFLECTORIZED PROFILE MARKINGS

PM(2)-12

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DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT

REVISIONS	CONT	SECT	JOB	HIGHWAY
4-92 2-10				
5-00 2-12				
8-00	DIST	COUNTY		SHEET NO.
2-08				38

DATE:
FILE:
8/30/2018 10:54 AM

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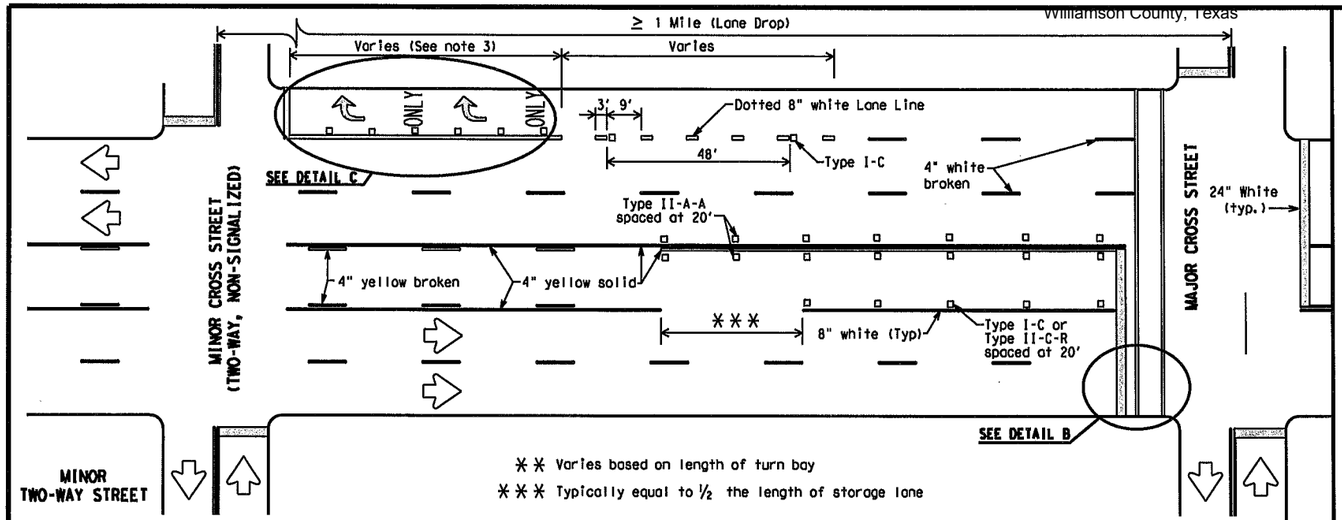
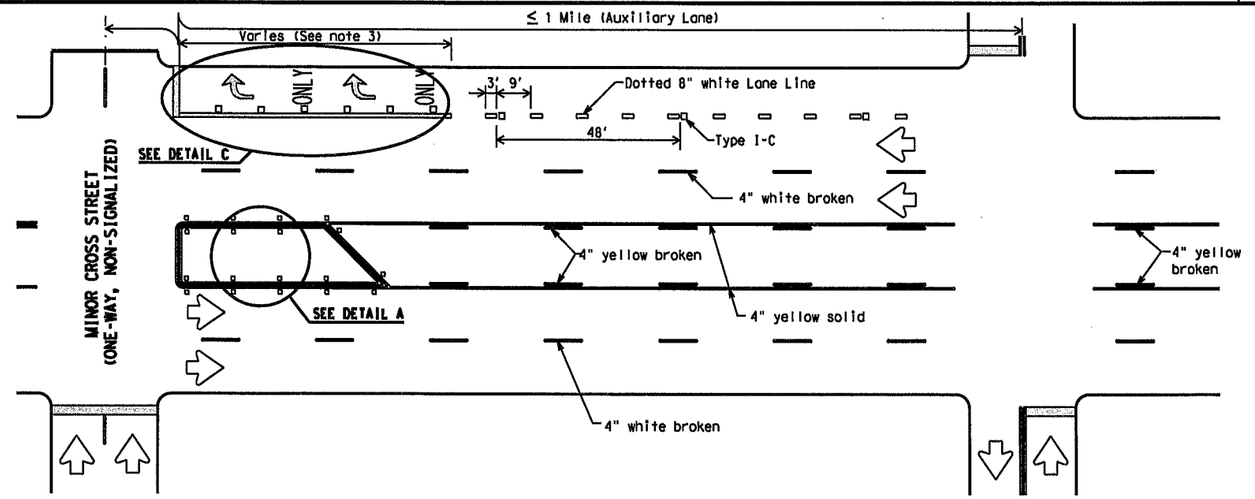
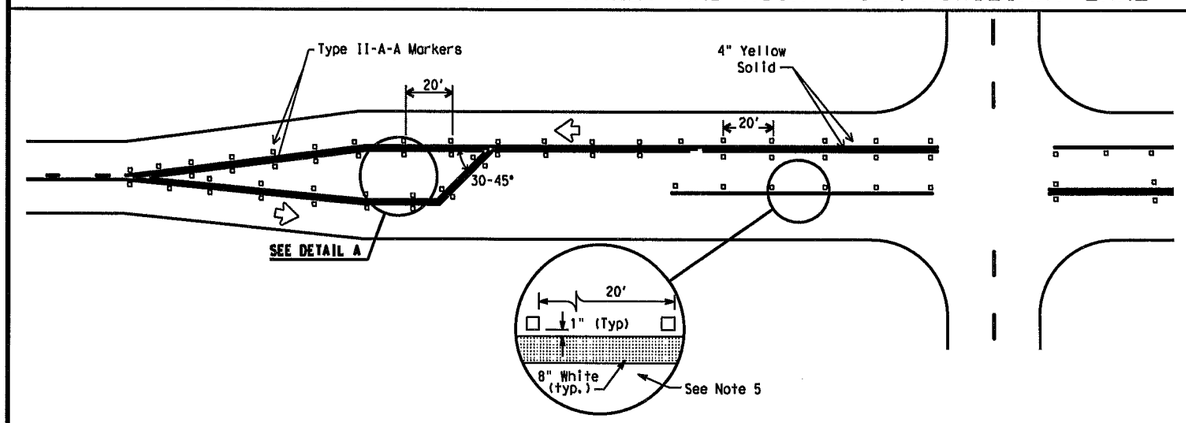


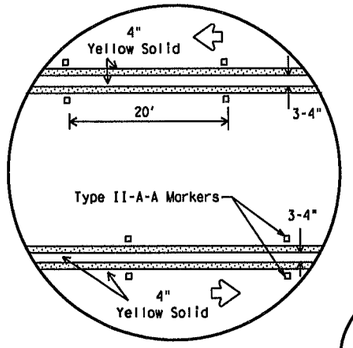
TYPICAL TWLTL AT TWO-WAY CROSS STREET AND RIGHT TURN LANE DROP



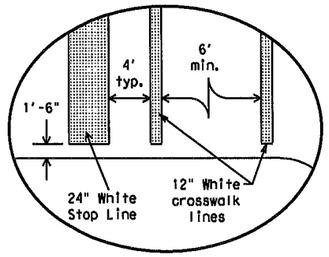
TYPICAL TWLTL AT ONE-WAY STREET AND RIGHT TURN AUXILIARY LANE



TYPICAL TWO-LANE HIGHWAY INTERSECTION WITH LEFT TURN BAYS

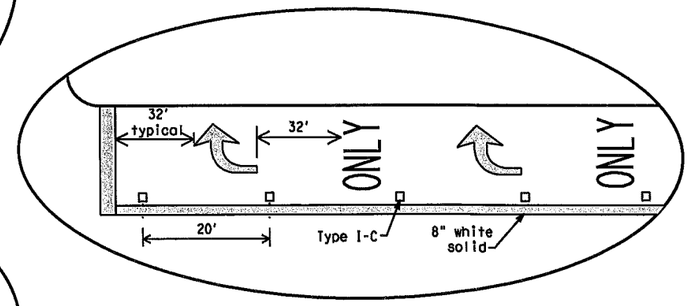


DETAIL A



Final placement of Stop Bar and Crosswalk shall be approved by the Engineer in the field.

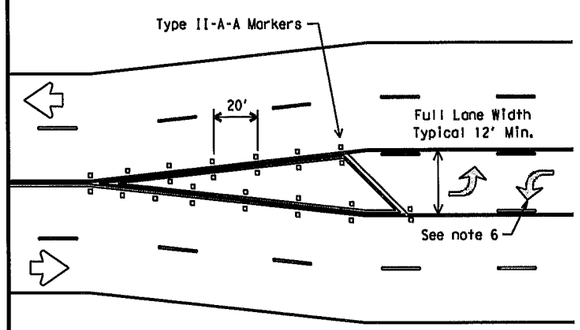
DETAIL B



DETAIL C

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



TYPICAL TRANSITION FOR TWLTL AND DIVIDED HIGHWAY

GENERAL NOTES

1. Refer elsewhere in plans for additional RPM placement and details.
2. Lane use word and arrow markings shall be used where through lanes approaching an intersection become mandatory turn lanes. Lane use word and arrow markings should be used in auxiliary lanes of substantial length. Lane use arrow markings or word and arrow markings may be used in other lanes and turn bays for emphasis. Details for words and arrows as shown in the Standard Highway Sign Designs for Texas.
3. When lane used word and arrow markings are used, two sets of arrows should be used if the length of the bay is greater than 180 feet. When a single lane use arrow or word and arrow marking is used for a short turn lane, it should be located at or near the upstream end of the full-width turn lane.
4. Other crosswalk patterns as shown in the "Texas Manual on Uniform Traffic Control Devices" may be used.
5. Raised pavement marker Type I-C with undivided highways, flush medians and two way left turn lanes. Raised pavement marker Type II-C-R with divided highways and raised medians.
6. A two-way left-turn (TWLT) lane-use arrow pavement marking should be used at or just downstream from the beginning of a two-way left-turn lane within a corridor. Repeating the marking after each intersection or dedicated turn bay is not required unless stated elsewhere in the plans.

Texas Department of Transportation
Traffic Operations Division

PAVEMENT MARKINGS FOR TWO-WAY LEFT TURN LANES DIVIDED HIGHWAYS AND RURAL LEFT TURN BAYS

PM(3)-12

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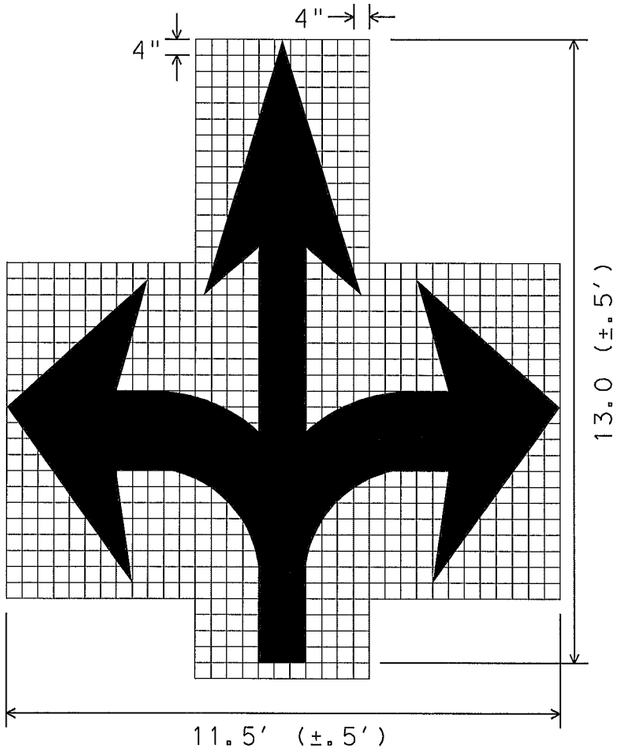
DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT

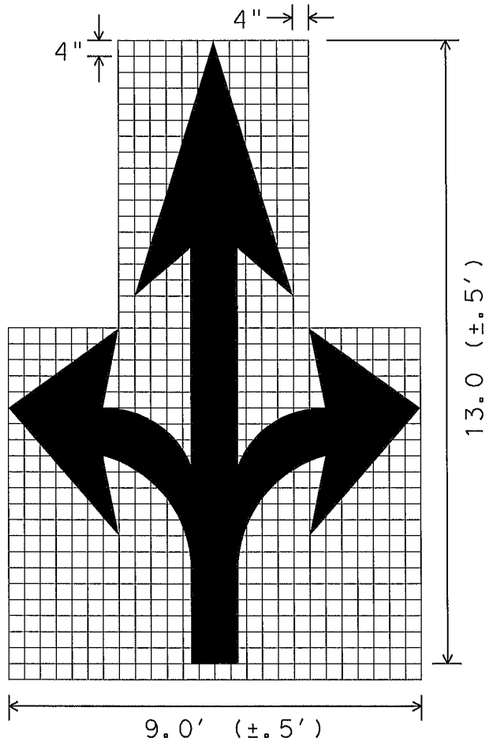
REVISIONS
5-00 2-12
8-00
3-03
2-10

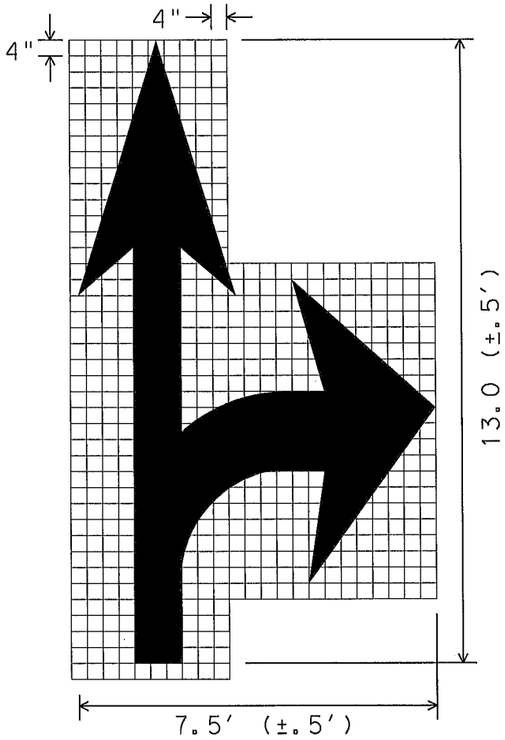
CONT	SECT	JOB	HIGHWAY

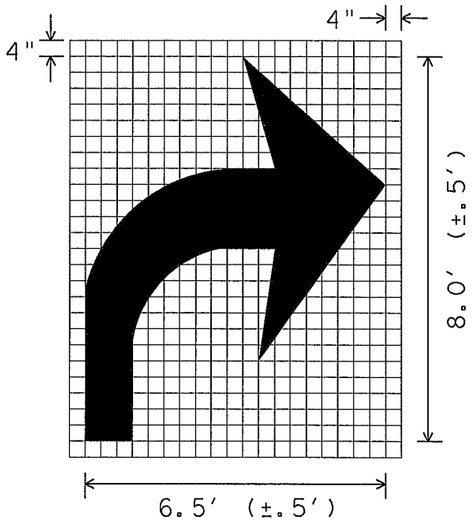
DIST	COUNTY	SHEET NO.
		39

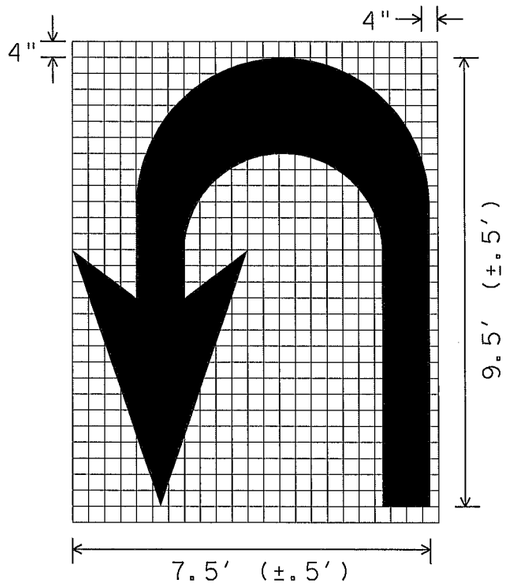
DATE: 8/30/2018 10:54 AM
FILE:

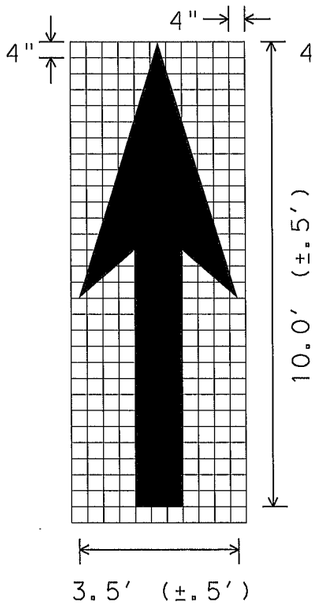


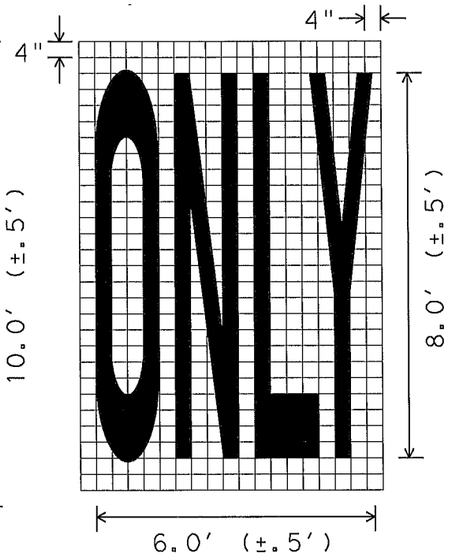












GENERAL NOTES;

1. Minimum 8 foot white markings should be used, unless otherwise noted. If message consists of more than one word, it should be placed with first word nearest the driver.
2. These details are standard size for normal installation; sizes may be reduced approximately one-third for low speed urban conditions; larger sizes may be needed for freeways, above average speed conditions or other critical locations.
3. The longitudinal space between markings should be at least four times the height of the markings, on low speed roads, but should not exceed ten times the height under any condition.
4. Markings considered appropriate for use when warranted include the following:
   A. Regulatory
      STOP
      RIGHT (LEFT) TURN ONLY
      25 MPH
      SYMBOL ARROWS
   B. Warning
      STOP AHEAD
      SIGNAL AHEAD
      SCHOOL
      SCHOOL X-ING
      PED X-ING
      R X R (see RCPM standard)
   C. Guide
      US XXX
      ROUTE XXX
      STATE XXX
      Other words or symbols may be necessary under certain conditions
5. Uncontrolled use of pavement markings can result in driver confusion. Word and symbol markings should be no more than three lines.
6. The word "STOP" shall not be used on the pavement unless accompanied by a Stop line and Stop sign. The word "STOP" shall not be placed on the pavement in advance to a stop line, unless every vehicle is required to stop at all times.
7. Pavement markings should generally be no more than one lane in width, with School messages being the exception. For details of School and School crossing pavement markings, refer to Part VII of the "Texas Manual on Uniform Traffic Control Devices".
8. Spacing between letters should be approximately 4 inches. The width of letters may vary depending on the width of the travel lanes.
9. Lane-Use arrow markings may be used to convey either guidance or mandatory messages. Arrows used to convey a mandatory movement must be accompanied by standard signs and the pavement marking word "ONLY".
10. Pavement markings are to be located as specified elsewhere in the plans.

SPACING BETWEEN LINES OF PAVEMENT MARKINGS	
MPH	SPACING
≤45	MINIMUM 4 TIMES THE LETTER HEIGHT
>45	MINIMUM - 4 TIMES THE LETTER HEIGHT MAXIMUM - 10 TIMES THE LETTER HEIGHT

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LEVELS DISPLAYED
ACC:

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48
49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	

STANDARD PLANS
Texas Department of Transportation
Traffic Operations Division

STANDARD PAVEMENT MARKINGS (ARROWS)

PM(6)-01

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DW-	CK1- GRB	DW1- FDN	CK1- CAL

REVISIONS	STATE DISTRICT	FEDERAL REGION	FEDERAL AID PROJECT	SHEET
		6		40

COUNTY	CONTROL	SECTION	JOB	HIGHWAY

Bid Form
Ronald Reagan Turn Lanes Widening at Santa Rita Blvd
Williamson County

ITEM	NO	DESCRIPTION	UNITS	QTY	Unit Price	Total Price
100	6002	PREPARING ROW	STA	17		
104	6026	REMOVING CONC (GUTTER)	LF	60		
110	6001	EXCAVATION (ROADWAY)	CY	700		
160	6003	FURNISHING AND PLACING TOPSOIL (4") (VEGETATIVE FILTER STRIPS)	SY	7985		
164	6003	BROADCAST SEED (PERM) (RURAL) (CLAY) (VEGETATIVE FILTER STRIPS)	SY	7985		
166	6001	FERTILIZER	AC	2		
168	6001	VEGETATIVE WATERING	MG	142		
247	6375	FL BS(CMP IN PLC)(TY A GR 4)(18")	SY	2725		
316	6175	AGGR (TY-B GR-4 SAC-B)	CY	91		
316	6466	ASPH (CHFRS-2P OR CRS-2P)	GAL	3662		
341	6008	D - GR HMA TY - B PG64 - 22	TON	295		
341	6043	D - GR HMA TY - D PG70 - 22	TON	1266		
354	6045	PLANE ASPH CONC PAV (2")	SY	8190		
500	6001	MOBILIZATION	LS	1		
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1.5		
506	6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	320		
506	6011	ROCK FILTER DAMS (REMOVE)	LF	320		
506	6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	1810		
506	6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	1810		
529	6038	CONC CURB (RIBBON)	LF	60		
662	6109	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	63		
662	6111	WK ZN PAV MRK SHT TERM (TAB) TY Y - 2	EA	280		
666	6035	REFL PAV MRK TY I (W) 8" (SLD) (090MIL)	LF	625		
666	6047	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	LF	28		
666	6053	REFL PAV MRK TY I (W) (ARROW) (090MIL)	EA	3		
666	6077	REFL PAV MRK TY I (W) (WORD) (090MIL)	EA	3		
666	6146	REFL PAV MRK TY I (Y) 24" (SLD) (090MIL)	LF	615		
666	6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	3235		
666	6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	625		
666	6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	28		
666	6184	REFL PAV MRK TY II (W) (ARROW)	EA	3		
666	6192	REFL PAV MRK TY II (W) (WORD)	EA	3		
666	6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	5565		
666	6214	REFL PAV MRK TY II (Y) 24" (SLD)	LF	615		
666	6302	RE PM W / RET REQ TY I (W) 4" (SLD) (090MIL)	LF	3235		
666	6314	RE PM W / RET REQ TY I (Y) 4" (SLD) (090MIL)	LF	5565		
672	6007	REFL PAV MRKR TY I-C	EA	38		
672	6009	REFL PAV MRKR TY II-A-A	EA	280		
PROJECT TOTAL						

GENERAL NOTES AND TECHNICAL SPECIFICATIONS FOR RONALD REAGAN BLVD TURN LANES WIDENING AT SANTA RITA BLVD

Definition of Terms

County: Williamson County acting through the Road and Bridge Division.

Contractor: Successful bidder of the IFB.

Engineer: Williamson County Engineer, or designee.

Inspector: Engineer, or designee, supplied full time or part time to the contractor's crew for the oversight of the work.

Specifications: Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges 2014.

TxDOT: Texas Department of Transportation

Working Day: Monday through Friday (excluding County approved holidays), if weather permits the performance of the contract (as determined by the Inspector) for a continuous period of at least 8 hrs. (excluding lunch) between 7:00 A.M. and 6:00 P.M. Time begins with crews on site with equipment and ready for operation.

General Notes

Unless set forth otherwise, all Work performed shall comply with requirements which pertain to the various items of Work included as *Standard Specification for Construction of Highways, Streets and Bridges* of the Texas Department of Transportation, adopted November 1, 2014, which is incorporated herein by reference for all purposes. In the event that any specification set out herein conflicts with the said TxDOT specifications, the specification set out herein shall control and govern.

The Contractor will be given written Notice to Proceed on this project. The project shall begin within five (5) working days after such notification and shall continue for thirty (30) working days. This project must be completed by Fall of 2018.

Contractor specifically acknowledges that Williamson County will sustain damages for each working day beyond the date in which construction work is to begin. Once the written Notice to Proceed is given by Williamson County, the Contractor has five (5) working days to begin the work. Contractor agrees that two-hundred and No/100 Dollars ($200.00) per working day shall be retained by Williamson County from any amounts due Contractor for every day that Contractor does not begin the construction work.

Contractor specifically acknowledges that Williamson County will sustain damages for each working day beyond the required dates of completion of the construction work. Because of the impracticality and extreme difficulty of fixing and ascertaining Williamson County's actual damages, Contractor agrees that two-hundred and No/100 Dollars ($200.00) per working day shall be retained by Williamson County from any amounts due Contractor for every day that Contractor does not complete the construction work.

Periods of time (i) during which Williamson County suspends the work by written notice to Contractor, or (ii) during which contractor has performed work and is waiting for Williamson County's acceptance, or (iii) during which a delay directly related to delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond Contractor's or Williamson County's reasonable control, shall not be taken into account in computing the amount retained. In the event that work received by Williamson County is found to be incomplete, the period of time from the end of the performance of the work to the receipt of subsequent performance necessary to produce completed work will be taken into account in computing the number of days and the amount retained.

Contractor shall submit a basic work plan, bar chart, or schedule for the Engineer to review one week prior to commencement of work.

Once work begins, Contractor shall continuously execute the work until completion, unless otherwise directed by Engineer.

Nighttime, weekend and holiday work is allowed with prior approval by Engineer.

The Contractor shall perform work during appropriate weather conditions, unless otherwise directed by the Engineer. If work is performed at the Contractor's option during, or prior to, inclement weather conditions and the work is damaged, the Contractor is responsible for all costs associated with replacing the work.

Contractor shall determine the exact location of all existing utilities before commencing work, and is fully responsible for any and all damages associated by Contractor's failure to locate and preserve utilities.

Do not park equipment or make stockpiles where driver sight distance to businesses and side street intersections is obstructed, especially after work hours. If it is necessary to park where drivers' views are blocked, Contractor shall make every effort to flag traffic accordingly. Give the travelling public first priority.

An English-speaking Superintendent shall be available on the project at all times when work is being performed. The Contractor shall provide the Inspector with contact information for the Superintendent.

Contractor shall provide at least one portable restroom near the work site at all times in order to provide a bathroom to individuals providing work hereunder.

The contractor shall place two (2) "electronic" Portable Changeable Message Signs (PCMS) at locations requiring lane closures for one-week prior to the closures, or as directed. Obtain approval from Engineer for the actual message that will appear on the boards. If more than two phases of a message are required per board, then provide additional PCMS's to meet the two-phases-per-board requirement. Consider subsidiary to the pertinent Items.

The Contractor will be required to maintain a minimum of one through lane with flaggers/pilot vehicle during milling or paving operations, except with written approval by the Inspector.

If multiple days are required to complete work, Contractor shall not leave work in hazardous conditions, as determined by Engineer.

Contractor shall maintain positive drainage for permanent and temporary site conditions for duration of project.

Contractor shall mark and maintain 100-foot Stations for the duration of the project, as directed. This work shall be considered subsidiary to the various bid Items.

Areas that are milled shall be under sealed and overlaid the same day and completely finished before opening to traffic.

Provide a smooth, clean sawcut along the existing asphalt pavement structure, as directed. Consider subsidiary to the pertinent Items.

Contractor shall be responsible for hauling and disposing of all planing ACP materials off the project site. Consider subsidiary to the pertinent Items.

The Contractor shall configure the longitudinal joints of the surface course placement to be away from the wheel paths, preferably to coincide with lane lines.

The actual quantity required may vary from the estimated quantities in the contract. The Contractor shall be compensated for completed work based on actual quantities per bid item. This price shall be full compensation for furnishing all labor, equipment, time, materials and incidentals necessary to complete the work.

Testing may be performed at the request of the County any time during the length of the contract through an independent testing laboratory. Testing may be requested by the County on any and/or all items on this contract. If the results determine the item did not meet specifications, then the cost of the testing will be borne by the Contractor. If the results of the test determine that the item did meet specifications, the cost of the testing will be borne by the County.

Final cleanup will include the removal of excess material considered detrimental to vegetation growth within the working area. Materials such as excess asphalt and other materials, as specified by the Engineer, will be removed at the Contractor's expense.

All construction equipment involved in roadway work shall be equipped with a permanently mounted 360 degree revolving or strobe warning light with amber lens. This light shall have a minimum lens height of 5 inches and a diameter of 5 inches.

This light shall have a mounting height of not less than 6 feet above the roadway surface and shall be visible from all sides. This equipment shall also have attached at each side of the rear end of the vehicle an approved orange warning flag mounted not less than 6 feet above the roadway surface.

Contractor's equipment and vehicles shall not be maintained on-site during construction, except at designated sites as approved by the Inspector.

All disturbed areas within the right of way, and limits of construction shall be restored. Restoration shall include all topsoil, seeding/sodding, watering, fertilizer, labor and equipment necessary to complete the project in accordance with the Plans and Specifications.

Restoration shall be installed and vegetation established prior to final acceptance of the project, or as approved by the County.

Care shall be exercised to prevent damage to all property in and around the construction zone. The Contractor shall be liable for the repair and restoration of any property damaged as a result of the contractor's prosecution of the work.

This shall include, but is not limited to, re-vegetation of all areas damaged or destroyed by construction. Contractor will be held liable and responsible for such areas until growth is reestablished to the satisfaction of the County.

Ornamental landscape plantings of trees, shrubs and grasses that are damaged or destroyed during construction shall be replaced with plant material of comparable size and quality approved by the County.

Revegetation measures will begin as soon as practical. The County reserves the right to require the immediate installation of revegetation measures whenever deemed necessary.

The County reserves the right to require additional revegetation measures deemed necessary at any time after construction has begun until the County has accepted the erosion control measures and revegetation measures.

The Contractor shall be responsible for maintaining, repairing or replacing all erosion control devices as may be directed by the Inspector. This work shall be considered subsidiary to the various bid Items.

ITEM 100 – PREPARING ROW

The Contractor shall notify the Inspector prior to clearing operations. Upon notification, the Inspector will schedule a walk-through with the Contractor and designate all trees and other features to be protected during construction. The Contractor shall not begin any clearing of the right-of-way prior to this walk-through. No fences shall be removed without notification to the Inspector.

Removal of any obstructions on the right-of-way that are not shown on the plans is included under preparing of right-of-way. The Inspector shall be notified prior to removal of obstructions. All right-of-way clearing operations will be coordinated with the project's SW3P and as directed or approved by the Inspector.

Burning of brush will not be permitted, unless otherwise directed by the Engineer.

The Contractor may be required to trim or prune and remove brush and trees in order to construct the project or to provide a vertical clearance of at least 14 feet. For this operation, the method shall be approved by the Inspector.

ITEM 110 – EXCAVATION

To the extent possible, all existing topsoil shall be salvaged, stockpiled and redistributed to the graded areas.

ITEM 160 – TOPSOIL

Obtain approval of all topsoil sources before digging begins. Ensure off-site topsoil has a minimum PI of 25, liquid limit of 75, and plastic limit of 35 or as directed. The County reserves the right to take samples, as needed, to assure that the material meets the PI, levels of nitrogen, phosphorus and potassium content, and other requirements as indicated in the Specifications (Fertility, Organics, Erodability, etc.).

No Sandy Loam allowed, unless the project dictates otherwise.

Construct topsoil stockpiles of no more than five (5) feet in height.

Track ALL topsoiled slopes left idle for more than 14 days, within or at the end of the 14-day idle period, to prevent erosion. Tracking consists of operating a tracked vehicle or equipment up and down the slope, leaving track marks perpendicular to the direction of the slope. Retrack slopes after rain event, as directed. Consider the tracking of slopes to prevent erosion as subsidiary to the pertinent Items.

Upon final grading, immediately track all topsoiled slopes to prevent erosion as directed. Consider subsidiary to the pertinent Items.

Place topsoil four (4) inches thick by three (3) feet wide along roadside edges of the new/existing surface courses shown on the Typical Section in the plans.
Contractor is fully responsible for maintenance/repair of placed topsoil, including damage caused by the travelling public, until topsoil is compacted and vegetation is fully established.

ITEM 164 – SEEDING FOR EROSION CONTROL

Drill seeding to be distributed uniformly over the area shown on the Typical Section in the plans.

After 60 days, areas with little or no growth shall be re-seeded at Contractor's expense.

ITEM 166 – FERTILIZER

Fertilizer shall be applied before seeding.

The fertilizer required by the County maybe adjusted to help establish vegetation, verify County approval prior to purchasing fertilizer.

Fertilizer shall be delivered in bags unless otherwise specified or approved prior to delivery. Bags shall be clearly labeled showing contents. When non-bagged, loose fertilizer is approved, documentation will be required for each load of material delivered verifying authenticity of material.

Fertilizer shall be granular and essentially dust free.

ITEM 168 – VEGETATIVE WATERING

The Contractor shall obtain water at a source that is metered or shall furnish the manufacturer's specifications showing tank capacity for each truck used.

The Contractor shall notify the Inspector prior to watering that the Inspector may verify meter readings or truck counts.

Water all areas of the project to be top soiled and seeded. Maintain the seed bed in a condition favorable for the growth of grass.

Watering can be postponed immediately after a rainfall on the site of ½ inch or grater, but shall be resumed before the soil dries out, continue watering until final acceptance.

Watering rates shall be 12,000 gallons/acre per working day for 15 consecutive working days (the acreage is calculated based on a width of 10' and the length of each roadway

edge).

Rate and frequency may be adjusted with the approval of the Engineer, to meet site conditions.

ITEM 204 – SPRINKLING

Apply water for dust control as directed. When dust control is not being maintained, cease operations until dust control is maintained. Consider subsidiary to the pertinent Items.

ITEM 247 – FLEXIBLE BASE

For the proposed widening, flexible base material shall be used in the subgrade, base and embankment sections.

ITEM 300 – ASPHALTS, OILS, AND EMULSIONS

No engine oil shall be used as a component of any asphalt or emulsion.

Non-Tracking Tack Coat Emulsion shall be applied on milled areas prior to HMAC placement and considered subsidiary to the pertinent Items.

ITEM 302 – AGGREGATES FOR SURFACE TREATMENTS

Previously tested aggregates delivered to the project which are found to contain excessive quantities of dust (more than 0.5 percent passing the no. 40 sieve) during pre-coating, stockpiling or hauling operations, will be rejected, unless otherwise directed. Use test method Tex-200-F, Part I, for testing.

ITEM 316, 341

Perform work during appropriate weather conditions, unless otherwise directed. If work is performed at the Contractor's option, during, or prior to, inclement weather conditions, and the work is damaged, the Contractor is responsible for all costs associated with replacing the work.

ITEM 316 – SURFACE TREATMENTS

Do not apply asphalt within 1½ hours of sunset, or later, unless otherwise directed.

Ensure the accuracy of the Distance Measuring Instrument (DMI) with the Engineer, prior to marking the Asphalt and Rock Land shots.

Surface all transitions, tapers, climbing lanes and intersections to the limits as directed.

Remove and dispose of, off the right of way, any existing traffic buttons before beginning surfacing operations. Remove dirt, dust or other harmful material prior to under seal application. If necessary, blade pavement edges as directed by the Engineer. Consider subsidiary to the pertinent Items.

ITEM 341 - DENSE-GRADED HOT-MIX ASPHALT

Provide mixture Type D, using PG binder 70-22 for the surface course and PG binder 64-22 for level-up. Unless otherwise approved, provide Type D mixtures that have no less than 5% asphalt binder.

Provide mixture Type B, using PG binder 64-22 for full depth repair. Unless otherwise approved, provide Type B mixtures that have no less than 4.5% asphalt binder.

Recycled Asphalt Shingles (RAS) are not permitted. Recycled Asphalt Pavement (RAP) is not permitted in the surface course and level-up, 20% of RAP is permitted to be used in the mix design for Type B.

Target laboratory molded density is 96.5% for all mixtures without RAP and when using a Texas Gyratory Compactor (TGC) for designing the mixture.

When using Superpave Gyratory Compactor (SGC) to design mixtures, submit the SGC mix design to the Engineer for approval.

Minimum VMA during production shall be equal to or greater than Design VMA as shown in Table 8 for all mixture types.

All mixtures must meet the Hamburg requirement as stated in the table below.

High-Temperature Binder Grade	Test Method	Hamburg Wheel Test Requirements [1]
		Minimum # of Passes @ 0.5" Rut Depth, Tested @122°F
PG 64 or lower	Tex-242-F	7,000
PG 70	Tex-242-F	15,000
PG 76 or higher	Tex-242-F	20,000

1. The Engineer may accept Hamburg Wheel test results for production and placement if no more than 1of the 5 most recent tests is below the specified number of passes and the failing test is no more than 2,000 passes below the specified number of passes.

The County may at any time request that paving operation be stopped, if there is observance of pavement irregularities which could adversely affect the pavement quality.

HMAC shall be placed in layers/lifts as identified in the plans. Lifts shall be compacted thoroughly and uniformly to obtain the compaction and cross section identified in the plans.

Under no circumstances shall the HMA material be dumped on or near the job site and then reloaded for hauling to the site for placement.
All HMA construction joints shall be staggered for each proceeding lift.

When paver width is over 14', extend auger and front transfer plate to be less than 30" of screed end and screed extensions must utilize temperature regulating heaters with thermostat similar to the main screed.

Grade references will be utilized on both side of the paver for thru lanes and shoulders.

HMA produced for this project must not be placed in silos prior to discharging into haul trucks, unless the trial batch is run in similar conditions to production conditions. Unless ambient temperature is above 90 degrees F, any HMA mix stored in haul trucks for longer than 2 hours shall be rejected.

When trucking of HMA is intermittent, Contractor shall not install a transverse joint to avoid the additional segregation profile requirement Item 341.4.9.3.3.2 when the paver stops for longer than 60 secs. The County may enforce segregation profile across the extra transverse joint, as directed by the County Inspector.

Submit any proposed adjustments or changes to a job mix formula to the Engineer before production of the new job mix formula.

The Contractor shall provide saw cutting where necessary. This shall not be paid for directly, but shall be considered subsidiary to Bid Item Dense-Graded Hot Mix Asphalt.

1. The Contractor shall utilize a material transfer device per Item 320, a grade reference (such as a ski) for the overlay operations. Consider subsidiary to the pertinent Items.
2. Incorporate a maintain a 3H:1V safety wedge for any roadway edge of 2 inches or greater against adjacent travel lanes. Consider subsidiary to the pertinent Items.
3. Taper transverse faces at ends of passes as directed.
4. Make transverse tapers on each end of each pass using a minimum slope rate of 60H:1V. Tapers shall be removed directly before placement of the final HMA. Consider subsidiary to the pertinent Items.
5. Use a 10 ft. straightedge, where allowed, on all surface and intermediate pavement layers, as directed by the Inspector.

Acceptance Plan is not applicable to this project; no bonus and/or penalty are allowed. Acceptance of work will follow the specification as outlined with the clarification below.

Provide performance grade (PG) binders that do not contain Recycled Engine Oil Bottoms (REOBs) or Poly Phosphoric Acid (PPA).

For Mixture Design Verification, provide the Engineer with two 5-gallon buckets of each aggregate stockpile to be used on the project and three gallons of each PG binder to be used on the project. Also provide sufficient quantities of any other additives that will be used in the HMA mixture.

Prior to allowing production of the trial batch, the Engineer will use the materials provided by the Contractor to perform the following tests to verify the HMA mixture design.

1. Indirect Tensile Test in accordance with Tex-226-F
2. Hamburg Wheel Test in accordance with Tex-242-F
3. Overlay Test in accordance with Tex-248-F
4. Cantabro Test in accordance with Tex-245-F

For mixtures designed with a Texas Gyratory Compactor (TGC), the Engineer may require that the target laboratory molded density be raised to no more than 97.5% or may lower the design number of gyrations to no less than 35 for mixtures designed with an SGC if any of the following conditions exist.

1. The Indirect Tensile Test results in a value greater than 200 PSI
2. The Hamburg Wheel Test results in a value less than 3.0 mm
3. The Overlay Test results in a value less than 100 cycles
4. The Cantabro Test results in a value of more than 20% loss

In lieu of or in addition to evaluating the mixture design prior to allowing a trial batch to be produced, the Engineer may also evaluate the mixture produced during the trial batch for compliance with the 4 tests listed above.

ITEM 354 - PLANING AND TEXTURING PAVEMENT

No milling operation can begin until passing test results of trial batch are received.

A single cut will be permitted if at most a 1¼-inch vertical offset is created against adjacent lanes when opened to traffic at the end of a work period.

A transverse transition taper (butt joint) will be sawcut, milled to a transition length of 50 feet to 1 inch in depth for main roads and 25 feet to 1 inch in depth for side roads, unless otherwise shown on the plans.

A longitudinal transition taper will be milled along all existing MBGF mow strips and driveways shown on the plans.

Remove the loose material from the roadway before opening to traffic.

ITEM 502 - BARRICADES, SIGNS, AND TRAFFIC HANDLING

The contractor shall provide two (2) "electronic" Portable Changeable Message Signs at locations requiring lane closures for one-week prior to the closures, or as directed. This shall not be paid for directly, but shall be considered subsidiary to this bid Item.

Contractor shall provide all traffic control measures to prosecute the work and to ensure a minimum inconvenience to traffic around the construction area. Should the contractor's traffic control measures be found unsatisfactory by the Engineer or Inspector, construction operations will cease.

The Traffic Control Plan (TCP) for this project shall be as detailed on TxDOT standard plan sheet TCP (2-1)-18 thru TCP (2-4)-18, TCP (3-1)-13, TCP (3-3)-14, TCP (3-4)-13, TCP (7-1)-13 and the Texas Manual on Uniform Traffic Control Devices, and the Work Zone Traffic Control Device List (WZTCDL).

Utilize barrels or plastic drums for all merging tapers.

Take immediate action to modify Closures / Traffic Control, if at any time backup (roadway queuing) becomes unreasonable (greater than 10 minutes). Have in place a contingency plan of how this will occur.

Do not set up any Lane Closure / TCP when the pavement is wet prior to the "setup," unless otherwise directed. Revise Traffic Control, when inclement weather is imminent, as directed.

Incorporate and maintain a 3H to 1V safety wedge into the proposed construction for any roadway edge of two (2) inches or greater adjacent to a roadway under traffic.

Within the limits of the project, provide standard barricades, warning signs, delineators, lights, 28-inch cones, and flaggers in sufficient numbers and combinations, as directed.

Use a minimum of two (2) flaggers, two (2) advance warning flashing arrow panels (TY C), two (2) of each signs CW20-5R or CW20-5L with appropriate distance plaques and CW9-2R or CW9-2L and 28-in. cones at each location in which milling or paving operations are in progress. Flaggers must comply with all requirements outlined in TxDOT Specification Item 502.2B. This shall not be paid for directly, but shall be considered subsidiary to bid Item Dense-Graded Hot Mix Asphalt.

The Contractor shall provide rumble strips at locations requiring flaggers, or as directed. This shall not be paid for directly, but shall be considered subsidiary to this bid Item.

Maintain access to all streets and driveways at all times, unless otherwise approved. Consider subsidiary to the pertinent Items.

Maintain enough workers to revise traffic control as directed.

Cover or remove any existing sign(s), which conflict with temporary traffic control operations. Install all permanent signs, delineation, and object markers necessary for the operation of any roadway before opening that section of roadway to traffic, regardless of the phase during which the roadway construction occurs. Erect the signs on temporary mounts until the permanent mounts are installed. Consider any costs associated with the temporary mounts subsidiary. Repair or replace any signs which are damaged by the Contractor's operations during construction or which are deemed not sufficient. The Engineer will be the sole judge of the adequacy of the sign(s). Consider this work subsidiary to the pertinent Items.

Maintain Sandbags that are used for ballast, as directed. Consider subsidiary to the pertinent Items.

Contractor shall schedule work so that all lanes are open to traffic at night (after 6:00 P.M.), unless otherwise approved.

ITEM 666 – REFLECTORIZED PAVEMENT MARKINGS

Type II Reflectorized Pavement Markings to be applied prior to Type I. Type I Reflectorized Pavement Markings to be applied no sooner than 14 days after applying Type II, unless otherwise directed.

GOVERNING SPECIFICATIONS (STANDARD SPECIFICATIONS, SPECIAL PROVISIONS, AND SPECIAL SPECIFICATIONS)

WHERE DISCREPENCIES OCCUR BETWEEN THE VARIOUS GOVERNING SPECIFICATIONS, THE SPECIAL PROVISIONS SHALL GOVERN OVER BOTH STANDARD SPECIFICATIONS AND SPECIAL SPECIFICATIONS.

ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT ARE IDENTIFIED AS FOLLOWS:

STANDARD SPECIFICATIONS: ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION NOVEMBER 1, 2014. STANDARD SPECIFICATIONS ARE INCORPORATED INTO THE CONTRACT BY REFERENCE.

ITEMS 1 – 9 ARE SUPERSEDED BY THE CONTRACT GENERAL AND SPECIAL CONDITIONS, WHERE APPLICABLE. WHEREVER, IN THE TXDOT STANDARD SPECIFICATIONS, REFERENCE IS MADE TO THE STATE OF TEXAS, THE DEPARTMENT AND ITS REPRESENTATIVES, SUCH REFERENCE SHALL BE TAKEN TO MEAN WILLIAMSON COUNTY AND ITS REPRESENTATIVES.

ITEM 100 PREPARING ROW

ITEM 110 EXCAVATION
ITEM 160 FURNISHING AND PLACING TOPSOIL
ITEM 164 SEEDING FOR EROSION CONTROL
ITEM 166 FERTILIZER
ITEM 168 VEGETATIVE WATERING
ITEM 204 SPRINKLING
ITEM 247 FLEXIBLE BASE
ITEM 300 ASPHALTS, OILS, AND EMULSIONS
ITEM 302 AGGREGATES FOR SURFACE TREATMENTS (300)(301)
ITEM 316 SURFACE TREATMENTS (210)(300)(302)
ITEM 341 DENSE-GRADED HOT-MIX ASPHALT (300)(301)(320) (520)(585)
ITEM 354 PLANING AND TEXTURING PAVEMENT
ITEM 500 MOBILIZATION
ITEM 502 BARRICADES, SIGNS, AND TRAFFIC HANDLING
ITEM 666 REFLECTORIZED PAVEMENT MARKINGS
ITEM 672 RAISED PAVEMENT MARKERS

SPECIAL PROVISIONS: THE CONTENT OF THE SPECIAL PROVISIONS ARE INCLUDED ON THE FOLLOWING PAGES.

SPECIAL PROVISION TO ITEM 300 (300-001)
SPECIAL PROVISION TO ITEM 300 (300-005)
SPECIAL PROVISION TO ITEM 300 (300-007)

Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and «Contractor_Name» ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

As described in the «Solicitation_Type» Solicitation # «Solicitation_Number», «Solicitation_Name»; including the specifications set forth therein, which is incorporated herein as if copied in full.

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of «Amount_Typed» ($«Amount_Numerical») in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

As described in the «Solicitation_Type» Solicitation # «Solicitation_Number», including the specifications set forth therein, which is incorporated herein as if copied in full.

Additional Work: Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

4.1 Commencement of Work. Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

4.2 Substantial Completion. "Substantial Completion" means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner's Designated Representative (sometimes referred to as the "ODR") and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons therefore. Failure on the Owner's part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner's Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FOR SUBSTANTIAL COMPLETION: TBD

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. **THE TIMES SET FORTH IN THE CONSTRUCTION DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.**

4.3 Final Completion. The Work shall be fully and finally completed **on or before TBD**; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

4.4 Liquidated Damages. For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of **Two Hundred Dollars per day ($200/day)** from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

ARTICLE 5 PAYMENT:

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may by retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of Owner in accordance with Owner's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.3 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.4 Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

6.5 As part of Contractor obligation to coordinate the Work, Contract shall:

a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
b. provide an on-site, full-time superintendent for the duration of the Work;
c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
g. advise Owner of any tests that should be performed;
h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

6.6 Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

6.7 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

6.8 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

6.9 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

6.10 Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

COMMISSIONING AND WARRANTY RESPONSIBILITIES

6.11 Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated and training provided to Williamson County's operators upon completion and prior to acceptance.

6.12 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

6.13 Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;

c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

8.1 Insurance. The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

8.1.1 The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to Owner.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$ 1,000,000	$ 1,000,000
Aggregate policy limits:		$1,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits	No aggregate limit	

e. Builder's Risk Insurance
(*all risks*)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

f. Umbrella coverage in the amount of not less than $1,000,000.

8.1.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

8.1.3 Policies must include the following clauses, as applicable.

a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
c. "Williamson County, it officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

8.1.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:

(1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.

(2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.

(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.

c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.

e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:

(1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and

(2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.

f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.

g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.

h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.

i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

8.1.6 The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.7 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

8.1.8 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

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

8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.2 INDEMNITY.

8.2.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE CONTRACTOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

8.2.2 INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

8.3 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 9 BONDS

9.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

9.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

9.3 Warranty Bond. Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

ARTICLE 10 TERMINATION

10.1 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

10.2 Termination for Convenience. The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Interest and Late Payments. Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21st) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

11.2 Assignment; Successors and Assigns. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

11.3 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

11.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

11.6 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

11.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

11.8 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

11.9 Audits. Contractor agrees that Owner or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Contractor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees that Owner shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Owner shall give Contractor reasonable advance notice of intended audits.

11.10 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

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

11.12 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

11.13 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

11.14 Sales and Use Tax Exemption. Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

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

11.16 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

11.17 Equal Opportunity in Employment. The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

11.19 Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

11.20 Appropriation of Funds by Owner. Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

11.21 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

11.22 Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

OWNER:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

Date: _____

Party Representatives

Owner's Designated Representative ("ODR"):

_____
_____
_____
_____
Phone _____
Fax _____

Contractor's Designated Representative:

_____
_____
_____
_____
Phone _____
Fax _____

WILLIAMSON COUNTY PURCHASING DEPARTMENT
901 S. AUSTIN AVE.
GEORGETOWN, TX 78626

http://www.wilco.org/Departments/Purchasing

SOLICITATION WORKSHEET
Revised 1/2018

1. **Statement of Work**

2. **Specifications Submitted in Word Format (Attach as a Separate File)**

3. **Construction / Public Works Contract**

   a. **Name of Engineer or A/W Firm**

   b. **Substantial Completion in Days**

   c. **Final Completion in Days**

   d. **Liquidated Damages (Per Day) $**

4. **Contract Administrator**

5. **Bonds Recommended by Contract Administrator (Check Those That Apply & Provide Limits & Details Need)**

   ☐ **Performance Bond**

   ☐ **Payment Bond**

   ☐ **Warranty Bond (Check One)** ☐ **1 Year** ☐ **2 Year**

   ☐ **Bid Bond (5% of Bid Amount)**

6. **Weighted Evaluation Criteria Submitted in Word Format (Attach as a Separate File)**

7. **Evaluation Committee Members (Include Name, Department, Phone, & Email) (Attach as a Separate File)**

8. **Funding Source** _____ **Was this budgeted** ☐ **Yes** ☐ **No**

BidSync Entry Information

Bid Type

☐ Quick Quote ☐ RFI ☐ IFB ☐ RFP ☐ RFQ ☐ RFCSP (TGC 2269)

Construction Project

☐ Yes ☐ No

Department	Budgeted Amount

Bid Title

Bid Comments

Bid Duration (This is the Date That the Submittals Are Due) (Coordinate with Purchasing)

Bid Question & Answer Duration (Coordinate with Purchasing)

Pre-Bid/Pre-Proposal Conference (Coordinate with Purchasing)

☐ Optional Attendance

☐ Mandatory Attendance (Must Be Pre-Approved by Purchasing)

Location	Date	Time

Contract Duration

☐ Specified Time Frame ☐ One Time Purchase

Contract Renewal Options

Estimated Amount (Construction / Public Works Only)

Department Head Approval _____

IT Department Approval (If Required) _____

UNIFORM GENERAL CONDITIONS
FOR WILLIAMSON COUNTY

TABLE OF ARTICLES

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2 OWNER
3 CONTRACTOR
4 ARCHITECT
5 SUBCONTRACTORS
6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7 CHANGES IN THE WORK
8 TIME
9 PAYMENTS AND COMPLETION
10 PROTECTION OF PERSONS AND PROPERTY
11 INSURANCE AND BONDS
12 UNCOVERING AND CORRECTION OF WORK
13 MISCELLANEOUS PROVISIONS
14 TERMINATION OR SUSPENSION OF THE CONTRACT
15 CLAIMS AND DISPUTES

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract as revised, Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Owner or the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor.

§ 1.1.3 THE WORK
The term “Work” means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT
The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS
The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS
The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE
Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect’s consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 KNOWLEDGE: The terms "knowledge," "recognize," and "discover," their respective derivatives, and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize), and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the Project and exercising the care, skill, and diligence required of the Contractor by the Contract Documents.§1.1.10 PRODUCT: Materials, systems, and equipment incorporated or to be incorporated in the Work.

§1.1.9 PROVIDE: Furnish and install and shall include, without limitation, labor, materials, equipment, transportation, services and other items required to complete the referenced tasks.

§1.1.02 FURNISH: Pay for, deliver (or receive), unload, inspect, and store products, materials, equipment, and accessories as specified while retaining care, custody and control until received for installation based on a signed receipt.

§ 1.1.11 INSTALL: Receive, unload, inspect, and store as specified while retaining care, custody and control; set or place in position, make required connections; and adjust and test as specified in the Contract Documents for satisfactory performance and operation.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS
§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes, and ordinances, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Owner or the Architect’s

interpretation. The terms and conditions of this Section 1.2.1, however, shall not relieve the Contractor of any of the obligations set forth in the Contract Documents.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.3.1 Whenever a product is specified in accordance with a Federal Specification, an ASTM Standard, an American National Standards Institute Specification, or other Association Standard, the Contractor, if required by the Specifications or if requested by the Owner, shall present evidence from the manufacture, certifying the product complies with the particular Standard or Specification. When required by the Contract Documents, supporting data shall be submitted to substantiate compliance.

§ 1.2.3.2 Whenever a product is specified or shown by describing proprietary items, model numbers, catalog numbers, manufacturer, trade names, or similar reference, no substitutions may be made unless accepted in strict accordance with the Substitution requirements stated in the Specifications or, if no Substitution requirements are stated in the Specifications, in accordance with the requirements stated elsewhere in the Contract Documents. Where two or more products are shown or specified, the Contractor has the option to use either of those shown or specified.

§ 1.3 CAPITALIZATION
Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION
In the interest of brevity the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 USE OF DRAWINGS AND OTHER INSTRUMENTS OF SERVICE
§ 1.5.1 The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights, except as provided in the Owner-Architect Agreement. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect’s or Architect’s consultants’ reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect’s consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM
If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall establish the necessary protocols governing such transmissions in writing, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

The Owner means Williamson County acting through any duly authorized representative as provided in the Agreement, and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization ("Owner's Designated Representative"). The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.2 OWNER

§ 2.2.1 Appropriation of Funds by Owner. Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of the Agreement between Owner and Contractor. Contractor understands and agrees that the Owner's payment of amounts under the Agreement between Owner and Contractor is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under the Agreement.

§ 2.2.2 Unless specifically stated otherwise in the Contract Documents, Contractor shall secure and pay for necessary permits, approvals, assessments, and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Except for surveys or grade information, the Contractor shall compare the information furnished by the Owner, including, but not limited to, soil tests, with visibly observable physical conditions and the Contract Documents and, on the basis of such review, promptly report to the Owner and the Architect any known conflicts, errors or omissions. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

§2.5 EXTENT OF OWNER RIGHTS

§ 2.5.1 The rights stated in this Article 2 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (i) granted in the Contract Documents, (ii) at law, or (iii) in equity.

§ 2.5.2 In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

§ 2.6 OWNER'S RIGHT TO RECORDS

§ 2.6.1 The Contractor's records, which shall include but not be limited to accounting records, written policies and procedures, subcontractor files (including proposals of successful bidders), original estimates, estimating work sheets, correspondence, schedules, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all foregoing hereinafter referred to as "records") and shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of his payees. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Contract.

§ 2.6.2 For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent, or authorized representatives shall have access to said records from the effective date of this Contract for the duration of Work and until three (3) years (or longer if required by law) after the date of final payment by Owner to Contractor.

§ 2.6.3 Owner's agent or its authorized representative shall have access during normal business hours to the Contractor's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this Article 2.6. Owner's agent or authorized representative shall give auditees reasonable advance notice of intended audits.

§ 2.6.4 Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) with cost plus contracts, if permitted, and not fixed price contracts to comply with the provisions of this Article by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payee's costs from amounts payable to the Contractor pursuant to this contract.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative, and if these General Conditions are used in conjunction with the Agreement between Owner and Construction Manager-At-Risk, the term "Contractor" shall mean the Construction Manager.

§ 3.1.2 The Contractor shall perform the Work in strict accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. Prior to execution of the Agreement, the Contractor and each Subcontractor shall have evaluated and satisfied themselves as to the observable conditions and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools, and equipment, and (v) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in Section 10.3, the Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of this Section 3.2.1.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner. The Contractor shall verify the accuracy of elevations, dimensions, locations, and field measurements. In all cases of the interconnection of its Work with existing or other Work, the Contractor shall verify at the site all dimensions relating to such existing or other Work.

.1 All of Contractor's work shall conform to the Contract Documents. Contractor shall be responsible for the details of the Work necessary to carry out the intent of the drawings and specifications, or which are customarily performed. When more detailed information is required for performance of the Work or when an interpretation of the Contract Documents is requested, the Contractor shall submit a written request for information to the Architect or Owner (as required), and the Owner or Architect shall furnish such information or interpretation. Where only part of the Work is indicated, similar parts shall be considered repetitive. Where any detail is shown and components thereof are fully described, similar details not fully described shall be considered to incorporate the fully described details and components.

.2 The Contractor has had an opportunity to examine, and has carefully examined, all of the Contract Documents and Project site, and has fully acquainted itself with the scope of work, design, availability of materials, existing facilities, access, general topography, soil structure, subsurface conditions, obstructions, and all other conditions pertaining to the Work, the site of the Work, and its surrounding; that it has made necessary investigations to a full understanding of the difficulties which may be encountered in performing the Work; and that anything in any Contract Documents, or in any representations, statements, or information made or furnished by Owner or its representatives notwithstanding, Contractor will complete the Work for the compensation stated in the Agreement. In addition thereto, Contractor represents that it is fully qualified to do the Work in accordance with the terms of this Agreement in the time specified.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Owner and the Architect any nonconformity discovered by or made known to the Contractor as a request for information.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 Inspection of the progress, quantity, or quality of the Work done by the Owner, any Owner's representative, any governmental agency, or the Architect, or any inspector, shall not relieve the Contractor of any responsibility for the compliance of the Work with the Contract Documents. The Owner or its approved representative (heretofore referred to as Owner's representative) shall have access to the worksite and all Work. No supervision or inspection by the Owner's representative, nor the authority to act nor any other actions taken by the Owner's representative shall relieve the Contractor of any of its obligations under the Contract Documents nor give rise to any duty on the part of the Owner.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.1.1 Duty to Pay Prevailing Wage Rates. The Contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule" provided by the Owner. The specified wage rates are minimum rates only, and are not representations that qualified labor adequate to perform the Work is available locally at the prevailing wage rates. The Owner is not bound to pay—and will not consider—any claims for additional compensation made by any Contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the Contract Documents. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the Work may be found locally at the specified wage rates.

.1 For classifications not shown, workers shall not be paid less than the wage indicated for Laborers. The Contractor shall notify each worker commencing work on the Project the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by Owner, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by Contractor.

.2 A copy of each worker wage rate notification shall be submitted to the Owner with the Application for Payment for the period during which the worker began on-site activities.

§ 3.4.1.2 Prevailing Wage Schedule. The "Prevailing Wage Schedule" shall be determined by the Owner in compliance with Chapter 2258, Texas Government Code. Should the Contractor at any time become aware that a particular skill or trade not reflected on the Owner's Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the Owner and shall specify a wage rate for that skill or trade, which shall bind the Contractor.

§ 3.4.1.3 Penalty for Violation. The Contractor and any Subcontractor shall pay to the Owner a penalty of sixty dollars ($60.00) for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement thereto pursuant to §3.4.1.2. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.

§ 3.4.1.4 Complaints of Violations of Prevailing Wage Rates. Within 31 days of receipt of information concerning a violation of Chapter 2258 of the Texas Government Code, the Owner shall make an initial determination as to whether good cause exists to believe a violation occurred. The Owner's decision on the initial determination shall be reduced to writing and sent to the Contractor or Subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the Owner shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the Prevailing Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

§ 3.4.1.5 Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have 14 days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. It the Contractor or Subcontractor and affected worker do not agree before the 15th day after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in accordance with the Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code. The parties to the arbitration have 10 days after the expiration of the 15 days referred to above, to agree on an arbitrator; if by the 11th day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

§ 3.4.1.6 Arbitration Award. If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or Subcontractor the amount of penalty as provided in this Article 3.4 and the amount owed the worker. The Owner may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or Subcontractor to pay the worker in accordance with the arbitration award, the worker has a right of action against the Contractor and Subcontractor as appropriate, and the surety of

either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.

§ 3.4.1.7 Prevailing Wage Retainage. Money retained pursuant to this Article 3.4 shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the Project at the rate paid by the Contractor or Subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the Contractor or Subcontractor affected, or in the arbitrator's award. The full statutory penalty of $60.00 per day of violation per worker shall be retained by the Owner to offset its administrative costs, pursuant to Texas Government Code §2258.023. Any retained funds in excess of these amounts shall be paid to the Contractor on the earlier of the next progress payment or final payment. Provided, however, that the Owner shall have no duty to release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided under §§3.4.2 and 3.4.3.

§ 3.4.1.8 No Extension of Time. If the Owner determines that good cause exists to believe a violation has occurred, the Contractor shall not be entitled to an extension of time for any delay arising directly or indirectly from of the procedures set forth in this Article 3.4.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Owner or Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. If the Contractor desires to submit an alternate product or method in lieu of what has been specified or shown in the Contract Documents, the Contractor shall comply with the Substitution requirements listed in the Specifications, or if there are no Substitution requirements listed in the Specifications, then the following provisions apply:

§ 3.4.2.1 The Contractor must submit to the Architect and the Owner (i) a full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution; (ii) the adjustment, if any, in the Contract Sum, in the event the substitution is acceptable; (iii) the adjustment, if any, in the time of completion of the Contract and the construction schedule in the event the substitution is acceptable; and (v) a statement indicating Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect. Proposals for substitutions shall be to the Architect in sufficient time to allow the Architect no less than ten (10) working days for review. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.4.4 The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project.

§ 3.4.5. In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of such conflict involving any such labor agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided pursuant to a Change Order or Construction Change Directive.

§ 3.5 WARRANTY

§ 3.5.1 The Contractor warrants to the Owner: (1) that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise; (2) that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit; (3) that the Work will be done strictly in accordance with the Contract Documents; (4) that all products are installed

per the manufacturer's instructions, and in such a way that the manufacturer's warranties are preserved, including the use of a manufacturer-certified installer, if required by the manufacturer; (5) and that the Work, when finally completed, will provide a complete Project that meets the intent of the Contract Documents. The Contractor represents and warrants to the Owner that its materials and workmanship, including without limitation, construction means, methods, procedures and techniques necessary to perform the Work, use of materials, selection of equipment and requirements of product manufacturers are and shall be consistent with: (1) good and sound practices within the construction industry; (2) generally prevailing and accepted industry standards applicable to the Work; (3) requirements of any warranties applicable to the Work subject to Paragraph 3.2.3. Work, materials, or equipment not conforming to these requirements shall be considered defective, and promptly after written notification of non-conformance shall be repaired or replaced by Contractor with Work conforming to this warranty. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.1.1 Contractor further warrants that all materials or equipment of a category or classification will be a product of the same manufacturer and such materials or equipment shall be of the same lot, batch or type and that such materials and equipment will be as specified.

§ 3.5.2 The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

§ 3.6 TAXES

State Sales and Use Taxes. Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Contractor is liable; provided, however, Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and materials subject of the Agreement are being secured for use by Owner. Exemption certificates will be provided to Contractor upon request. As a precondition to the Owner reimbursing Contractor for allowable sales and use taxes, Contractor must, on its own, first attempt to use such tax exemption certificates in order to assert the exemption. In the event Contractor's efforts to use the tax exemption certificate is unsuccessful and provided that under the laws of the State of Texas an exemption from sales and use taxes is allowed, Owner will reimburse Contractor for such sales and use taxes upon Contractor providing sufficient and satisfactory documentation to the Williamson County Auditor.

§ 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided, the Contractor shall secure, pay for, and, as soon as practicable, furnish the Owner with copies or certificates of all permits and fees, licenses, and inspections necessary for the proper execution and completion of the Work, including, without limitation, all building permits. All connection charges, assessments, or inspection fees as may be imposed by any municipal agency or utility company are included in the Contract Sum and shall be the Contractor's responsibility.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction and damages resulting therefrom.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from

those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Owner will promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will authorize an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Contractor in writing, stating the reasons. If the Contractor disputes the Owner's determination, the Contractor party may assert a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contractor shall, prior to purchasing any such materials, notify the Owner in writing of the cost and whether such cost will exceed the amount of the allowance. If Owner authorizes Contractor to proceed, after receiving the Contractor's estimate of the total cost, then the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent or Contractor's project manager shall be as binding as if given to the Contractor. Important oral communications shall be immediately confirmed in writing.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Owner or Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Owner and Architect require additional time to review. Failure of the Owner or Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, as provided in the Agreement, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.10.4 The construction schedule shall be a detailed precedence-style critical path management ("CPM") schedule in a format satisfactory to the Owner that shall (i) provide a graphic representation of all activities and events that will occur during performance of the Work; (ii) identify each phase of construction and occupancy; and (iii) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as the "Milestone Date"). Upon review and acceptance by the Owner of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and resubmitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions as set forth in section 3.10.1 or if requested by the Owner. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, any Milestone date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorize pursuant to a Change Order.

§ 3.10.5 In the event the Owner determines that the performance of the Work, as of a Milestone Date, has not progressed or reach the level of completion required by the Contract Documents, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including without limitation, (i) working additional shifts or overtime, (ii) supplying additional manpower, equipment, and facilities, and (iii) other similar measures. Such measures so continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require such measures is solely for the purpose of ensuring the Contractors compliance with the construction schedule.

§ 3.11 DOCUMENTS AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or

equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly as required by the Contract Documents. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Owner and Architect shall, at all times, have access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 INDEMNITY – OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS OWNER, ITS EMPLOYEES, AND ASSIGNS (THE "INDEMNIFIED PARTIES" OR "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, TO THE EXTENT CAUSED BY THE NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE. CONTRACTOR SHALL NOT BE REQUIRED TO INDEMNIFY, HOLD HARMLESS OR DEFEND THE INDEMNIFIED PARTIES AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, OR THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE OF THE INDEMNITEE, OR OTHER PARTY OTHER THAN CONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER, EXCEPT THAT CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTIES AGAINST ANY CLAIMS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF CONTRACTOR, ITS AGENTS, OR IT SUBCONTRACTORS OF ANY TIER.

§3.18.2 INDEMNITY – EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE INDEMNIFIED PARTIES AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF AN INDEMNIFIED PARTY'S GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, INCLUDING THE DEATH, OF ANY EMPLOYEE OF THE CONTRACTOR, SUBCONTRACTORS, OR ANY SUB-SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE PROJECT SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK OF THIS AGREEMENT. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNIFIED PARTIES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE 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.

§3.18.3 THE CONTRACTOR'S INDEMNITY OBLIGATIONS UNDER THIS SECTION 3.18 SHALL ALSO SPECIFICALLY INCLUDE, WITHOUT LIMITATION, ALL FINES, PENALTIES, DAMAGES, LIABILITY, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) ARISING OUT OF, OR IN CONNECTION WITH, ANY (I) VIOLATION OF OR FAILURE TO COMPLY WITH ANY LAW, STATUTE, ORDINANCE, RULE, REGULATION, CODE OR REQUIREMENT OF A PUBLIC AUTHORITY THAT BEARS UPON THE PERFORMANCE OF THE WORK BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE, (II) MEANS, METHODS, PROCEDURES, TECHNIQUES, OR SEQUENCES OF EXECUTION OR PERFORMANCE OF THE WORK, AND (III) FAILURE TO SECURE AND PAY FOR PERMITS, FEES, APPROVALS, LICENSES, AND INSPECTIONS AS REQUIRED UNDER THE CONTRACT DOCUMENTS, OR ANY VIOLATION OF ANY PERMIT OR OTHER APPROVAL OF A PUBLIC AUTHORITY APPLICABLE TO THE WORK, BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.2 ADMINISTRATION OF THE CONTRACT
§ 4.2.1 The Architect will provide administration of the Contract as described in the Owner-Architect Agreement. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS AND CONTRACT ADMINISTRATION
Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to relate relevant communications between Owner and Architect to the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 If included in Architect's scope of work, the agreement between Owner and Architect, or if requested by the Owner, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts based on the Architect's evaluations of the Contractor's Applications for Payment.

§ 4.2.6 To the extent permitted by the agreement between Owner and Architect, the Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect, in consultation with the Owner, will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 To the extent provided in the agreement between Owner and Architect, the Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Owner and Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the

purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 If requested by Owner, the Architect will prepare Change Orders and Construction Change Directives with the Owner's prior written consent, but the Architect may authorize minor changes in the Work as provided in the agreement between Owner and Architect, or in Section 7.4 of these General Conditions. If requested by Owner, the Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 If requested by Owner, the Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 If requested by Owner, the Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents, and if approved by Owner.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS

§ 5.2.1 For Construction Manager-At-Risk Agreements. The Construction Manager shall publicly advertise for bids or proposals and receive bids or proposals from trade contractors or Subcontractors for the performance of all major elements of the work other than the minor work that may be included in the general conditions. The Construction Manager may seek to perform portions of the work itself if:

(A) the Construction Manager submits its bid or proposal for those portions of the Work in the same manner as all other trade contractors or Subcontractors; and

(B) the Owner determines that the Construction Manager's bid or proposal provides the best value for the Owner.

§ 5.2.1.1 REVIEW OF BIDS OR PROPOSALS. Construction Manager shall review all trade contractor or Subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the Construction Manger, Architect, Engineer, or Owner. All bids or proposals shall be made available to the Owner on request and to the public after the later of the award of the contract or the seventh day after the date of final selection of bids or proposals. If the Construction Manager reviews, evaluates, and recommends to the Owner a bid or proposal from a trade contractor or subcontractor but the Owner requires another bid or proposal to be accepted, the Owner shall compensate the Construction Manager by a change in the Contract Sum, Contract Time, or Cost of the Work for any additional cost and risk that the Construction manager incurs because of the Owner's requirement that another bid or proposal be accepted.

§ 5.2.2 The Contractor shall not contract with a proposed Subcontractor, person, or entity to whom the Owner has made reasonable objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made a reasonable objection.

§ 5.2.3 If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time may be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity previously selected if the Owner makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

§ 5.3.1 By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.2 All subcontracts shall be in writing and, if requested, Contractor shall provide Owner with copies of executed subcontracts.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS
§ 5.4.1 This Contract is for Owner's benefit, its successors and assigns who, as well as Contractor, may directly enforce all rights and warranties, express or implied herein, but Subcontractors shall have recourse only against Contractor and not against Owner. Owner may rely solely upon Contractor for enforcement of all Subcontracts. To effect such purpose, Contractor assigns to Owner all right to bring any actions against subcontractors and material vendors without waiver by Owner of his right against Contractor because of defaults, delays and effects for which a subcontractor or material vendor may also be liable, said assignment being effective only if:

.1 Contractor is in default under the Contract Documents; or

.2 Owner has terminated the Contract in accordance with the Contract Documents; and

.3 Only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.4 The assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation may be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

§5.4.4 The Architect and the Owner shall have the right to request from any Subcontractor at any time during the course of construction, a notarized affidavit stating the amount of monies which have been paid to the Subcontractor as of any certain stipulated date.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS
§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.2 MUTUAL RESPONSIBILITY
§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall

connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect and the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner, separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP
If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK
§ 7.1 GENERAL
§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Owner or Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work. Except as permitted in Section 7.3 and Section 9.7.2, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any Claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

§ 7.2 CHANGE ORDERS
§ 7.2.1 A Change Order is a written instrument signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Contractor's Change Order shall set forth in clear and precise detail breakdowns of labor and materials for all trades involved and the estimated impact on the dates of Substantial Completion. Contractor shall furnish supporting data as reasonably requested by Owner.

§ 7.2.3 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Owner or Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Owner or the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Owner determines to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of Contractor to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

If permitted in the agreement between Owner and Architect, the Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract and are a material element of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect and Owner determines may justify delay, then the Contract Time shall be extended by Change Order to the extent such delay will prevent the Contractor from achieving Substantial Completion within the Contract Time and if the performance of the Work is not, was not, or would not have been delayed by any other cause for which the Contractor is not entitled to an extension in the Contract Time under the Contract Documents. The Contractor further acknowledges and agrees that adjustments in the Contract Time will be permitted for a delay only to the extent such delay (i) is not caused, or could not have been anticipated, by the Contractor, and (ii) could not be limited or avoided by the Contractor's timely notice to the Owner of the delay or reasonable likelihood that a delay will occur.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 Notwithstanding anything contained in the Contract Documents to the contrary, the Contractor's sole remedy for any (1) delay in the commencement, prosecution or completion of the Work, (2) hindrance or obstruction in the performance of the Work, (3) loss of productivity, or (4) other similar claims (collectively referred in this Subparagraph 8.3.3 as "Delay or Delays"), whether or not such Delays are foreseeable, shall be an extension of time in which to complete the Work. In no event shall the Contractor be entitled to any other compensation or recovery of any damages, costs, or attorneys' fees, caused by any Delays, unknown site conditions, errors, inconsistencies, or omissions in the Drawings and Specifications, or concealed or unknown conditions, including, without limitation, consequential damages, lost opportunity costs, impact damages or other similar damages; provided however that Contractor may be entitled to additional time as provided under Section 8.3.1.

§ 8.3.4 If the Contractor submits a progress report indicating, or otherwise expresses an intention to achieve, completion of the Work prior to any completion date required by the Contract Documents or expiration of the Contract Time, no liability of the Owner to the Contractor for any failure of the Contractor to so complete the Work shall be created or implied.

§ 8.3.5 Owner shall have the right to occupy, without prejudice to rights of either party, any completed or substantially completed portions of the Work, notwithstanding the fact that time for completion of entire Work, or portions thereof, may not be expired. Occupancy and use by Owner shall not constitute, in itself, acceptance of the Work.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Owner and Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 As provided in the Agreement and in the Contract Documents, the Contractor shall submit to the Owner and Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2., for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the

Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Owner or the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.1.3 If requested by Owner or required elsewhere in the Contract Documents, Each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to the Owner:

(i) With each Application for Payment: a current Sworn Statement from the Contractor setting forth all Subcontractors and all material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the Application for Payment, and the amount to be paid to the Contractor from such progress payment;

(ii) With each Application for Payment: a duly executed Conditional Waiver and Release on Progress Payment from the Contractor and Subcontractors establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment;

(iii) Commencing with the second Application for Payment submitted by the Contractor, a duly executed Unconditional Waiver and Release on Progress Payment from Contractor and all Subcontractors, material suppliers and, where appropriate, lower tier subcontractors that have billed more than $5,000 on a single application of payment, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment;

(iv) With the Final Application for Payment: Contractor shall submit a Conditional Waiver and Release on Final Payment as required by Texas Property Code 53.284. Upon receipt of final payment, Contractor shall submit an Unconditional Waiver and Release on Final Payment as required by Texas Property Code 53.284; and

(v) Such other information, documentation, and materials as the Owner, or the title insurer may require in order to ensure that Owner's property is free of lien claims. Such other documents may include, without limitation, original copies of lien or bond claim releases suitable for filing with the County Clerk in Williamson County, Texas.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, bond claims, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.3.3.1 The Contractor further expressly undertakes to defend Owner, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against Owner as a result of liens filed against the Work, the site of any of the Work, the Project site and any improvements thereon, or any portion of the property of any of Owner (referred to collectively as "liens" in this Section 9.3.3), provide the Owner has paid Contractor pursuant to the requirements of the Contract Documents. The Contractor hereby agrees to indemnify and hold Owner harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings.

§ 9.3.3.2 The Owner shall release any payments withheld due to a lien or bond claims if the Contractor obtains security acceptable to the Owner, however, the Contractor shall not be relieved of any responsibilities or obligations under this Section 9.3.3, including, without limitation, the duty to defend and indemnify Owner.

§ 9.3.3.3 Retainage. The Owner shall withhold from each progress payment, as retainage, five percent (5%) of the total earned amount. Retainage so withheld shall be managed in conformance with Subchapter B, Chapter 2252 of the Texas Government Code. Any request for reduction or release of retainage shall be accompanied by written consent of the Contractor's Surety. No such request shall be made until the Contractor has earned at least sixty-five percent (65%) of the total Contract Price.

§ 9.3.3.4 For purposes of Texas Government Code § 2251.021 (a)(2), the date the performance of service is completed is the date when the Owner's representative approves the Application for Payment.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Owner or Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner or Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Owner or Architect is unable to certify payment in the amount of the Application, the Owner or Architect will notify the Contractor. If the Contractor and Architect, or Contractor and Owner, as the case may be, cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount that can be certified. The Owner or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

.1 defective Work not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims;
.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a separate contractor;
.6 failure to maintain the scheduled progress, or reasonable evidence that the Work will not be completed within the Contract Time;
.7 failure to comply with the requirements of Texas Government Code Chapter 2258 (Prevailing Wage Law);
.8 failure to include sufficient documentation to support the amount of payment requested for the Project;
.9 failure to obtain, maintain, or renew insurance coverage, payment/performance bonds or warranty bond required by the Contract Documents; or
.10 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.6 PROGRESS PAYMENTS
§ 9.6.1 The Owner shall make payment in the manner and within the time provided in the Contract Documents and in accordance with Chapter 2251 of the Texas Government Code.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than 10 days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.4 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2.

§ 9.6.5 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.7 FAILURE OF PAYMENT
§ 9.7.1 If the Architect is required to issue Certificates for Payment and, through no fault of the Contractor, the Architect fails to timely issue Certificates for Payment in the time permitted in the Contract Documents, or if the Owner does not pay the Contractor by the date established in the Contract Documents, then the Contractor may, upon twenty-one days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received.

§ 9.7.2 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to (i) deduct

an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (ii) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner and Architect a comprehensive list of items to be completed or corrected prior to final payment (punch list). Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's punch list, the Owner and Architect will examine the Work to determine whether the Work or designated portion thereof is substantially complete. If the Owner and/or Architect's examination discloses any item, whether or not included on the Contractor's punch list, that is not sufficiently complete in accordance with the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner or Architect. In such case, the Contractor shall then submit a request for another examination by the Owner or Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect, if required by the Contract Documents, or Owner will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Unless otherwise provided, Contractor shall complete all items on the punch list within 30 days of Substantial Completion. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5, the surety, and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

§ 9.9.2 Immediately prior to partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner and Architect will make such inspection and, when the Owner and Architect find the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner and Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, within the period of time required by Chapter 2251 of the Texas Government Code, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety to final payment, (5) a warranty bond in a form acceptable to Owner, and (6) other data establishing payment or satisfaction of obligations, such as receipts, unconditional full and final releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

§ 9.10.3 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 Claims, security interests or encumbrances arising out of the Contract and unsettled;
.2 failure of the Work to comply with the requirements of the Contract Documents; or
.3 terms of warranties required by the Contract Documents.

§ 9.10.4 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

.1 employees on the Work and other persons who may be affected thereby;
.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss. Notwithstanding any language to the contrary, the Owner shall not have any responsibility for job site inspections or safety recommendations. Any inspections or observations by the Owner or the Architect are solely for the benefit of the Owner and shall not create any duties or obligations to anyone else.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.2.9 When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all covering and fully protect the Work, as necessary, from injury or damage by any cause.

§ 10.2.10 The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage.

§ 10.3 HAZARDOUS MATERIALS
§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the

Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written notice from the Owner.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are expressly required by the Contract Documents. The Owner shall be responsible for materials or substances expressly required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site or negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.4 EMERGENCIES
In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time, if any, claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS
§ 11.1 CONTRACTOR'S LIABILITY INSURANCE
§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
.4 Claims for damages insured by usual personal injury liability coverage;
.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
.7 Claims for bodily injury or property damage arising out of completed operations, which coverage shall be maintained for no less than four (4) years following final payment; and
.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Agreement or the Contract Documents. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the

period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Unless otherwise provided, copies of the insurance policies, in form acceptable to the Owner, shall provided to Owner within 30 days of Owner's request. Except as otherwise provided, all of the policies provided shall name Owner as an additional insured, and such policies shall immediately deliver to Owner copies of all such insurance policies, together with certificates by the insurer evidencing Owner's coverage there under. Each policy of insurance obtained by Contractor pursuant to the Contract Documents shall provide, by endorsement or otherwise (i) that such policy shall not be canceled, endorsed, altered or reissued to effect a change in coverage for any reason or to any extent whatsoever unless the insurer shall have first given Owner and Lender at least thirty (30) days prior written notice thereof, and (ii) that Owner may, but shall not be obligated to, make premium payments to prevent the cancellation, endorsement, alteration or reissuance of such policy and such payments shall be accepted by the insurer to prevent the same. Such policies shall provide, by endorsement or otherwise, that Contractor shall be solely responsible for the payment of all premiums under the policies, and that Owner shall have no obligation for the payment thereof, notwithstanding that Owner is named as additional insured under the policy. Any insured loss or claim of loss shall be adjusted to the Owner, and any settlement payments shall be made payable to the Owner as a trustee for the insureds, as their interests may appear. Upon the occurrence of an insured loss or claim of loss, monies received will be held by Owner who shall make distribution in accordance with an agreement to be reached in such event between Owner and Contractor. If the parties are unable to agree between themselves on the settlement of the loss, such dispute shall be resolved in accordance with section 15, below, but the Work of the Project shall nevertheless progress during any such period of dispute without prejudice to the rights of any party to the dispute. The Contractor shall be responsible for any loss within the deductible area of the policy. If Owner is damaged by the failure of Contractor to purchase or maintain such insurance, then Contractor shall bear all costs properly attributable thereto. The Contractor shall affect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until Final Completion of the Project.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE
The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE
§ 11.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake,

flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss as well as coverage for building materials while in transit or building materials suitably stored at a temporary location. Property insurance provided by the Contractor shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this Section 11.3.1 shall include a waiver of subrogation in accordance with the requirements of Section 11.3.4.

§ 11.3.1.2 If the Contractor does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Contractor shall so inform the Owner in writing prior to commencement of the Work. If the Owner is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 Contractor shall be responsible for any deductibles to the extent that the loss arose out of or was cause by Contractor's negligence or breach of the Agreement.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.4 WAIVERS OF SUBROGATION
The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance. However, this waiver shall not apply to property insurance purchased by Owner after completion of the Work or Final Payment, whichever comes first. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.5 A loss insured under the property insurance shall be adjusted in good faith and made payable to the Owner in good faith for the insureds, as their interests may appear. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.4 BONDS
§ 11.4.1 The Contractor is required to tender to Owner, prior to commencing the Work, performance and payment bonds, as required by law. In the event Contractor fails to provide such bonds within the time

provided by the Agreement, Owner may immediately, upon notice of such failure, or within a reasonable time thereafter, at its sole option and discretion: (1) void this Agreement in its entirety; or (2) procure such bonds on behalf of the Contractor, deducting such amounts from the Contract Price. In the event Owner voids the Agreement under this section, Contractor may forfeit its bid bond.

§ 11.4.2 A Performance Bond is required if the Contract Price is in excess of $50,000. The performance bond is solely for the protection of the Owner, in the full amount of the Contract Price and conditioned on the faithful performance of the Work in accordance with the Contract Documents. The form of the bond shall be approved by the Owner.

§ 11.4.3 A Payment Bond is required if the Contract Price is in excess of $25,000. A payment bond is payable to the Owner, in the full amount of the Contract Price and solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Contractor or a supplier of required materials or labor. The form of bond shall be approved by the Owner.

§ 11.4.4 Warranty Bond. Upon Substantial Completion and prior to final completion and final payment, Contractor shall provide Owner with a Warranty Bond in the sum of 10% of the Contact Price or 10% of the Guaranteed Maximum Price for Construction Manager-At-Risk Agreements for the entire warranty period set out in the Contract Documents. The form of bond shall be approved by the Owner.

§ 11.4.5 Corporate sureties authorized to issue bonds shall be qualified and comply with relevant provisions of the Texas Insurance Code.

§ 11.4.6 Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the Owner. If any bond is for more than 10 percent of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or trusteed to do business in the State. A reinsurer may not reinsure for more than 10 percent of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Contractor shall within thirty (30) days after such loss furnish a replacement bond at no added cost to the Owner.

§ 11.4.7 Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embosses seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

§ 11.4.8 The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with Chapter 2253, Texas Government Code. If for any reason a statutory payment or performance bond is not honored by the surety, the Contractor shall fully indemnify and hold the Owner harmless of and from any costs, losses, obligations or liabilities it incurs as a result.

§ 11.4.9 Owner shall furnish certified copies of a payment bond and the related Agreement between Owner and Contractor to any qualified person seeking copies who complies with §2253.026, Texas Government Code.

§ 11.4.10 Claims on Payment Bonds. Claims on payment bonds must be sent directly to the Contractor and its surety in accordance with § 2253.041, Texas Government Code. All Payment Bond claimants are cautioned that no lien exists on the funds unpaid to the Contractor on such contract, and that reliance on notices sent to the Owner may result in loss of their rights against the Contractor and/or its surety. The Owner is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any representation by any agent or employee.

§ 11.4.11 Payment Claims when Payment Bond not Required. When the value of the Agreement between Owner and the Contractor is less than $25,000.00, claimants and their rights are governed by Texas Property Code, §§ 53.231 – 53.239. These provisions set out the requirements for filing a valid

lien on funds unpaid to the Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claims.

§11.4.12 Sureties shall be listed on the Department of the Treasury's Listing of Approved Sureties stating companies holding Certificates of Authority as acceptable sureties on Federal Bonds and acceptable reinsuring companies (Department Circular 570).

§ 11.5 GENERAL REQUIREMENTS
§ 11.5.1 Unless otherwise provided in the Contract Documents, all insurance coverage procured by the Contractor shall be provided by insurance companies having policy holder ratings no lower than "A" and financial ratings not lower than "XII" in the Best's Insurance Guide, the latest edition in effect as of the date of the Contract, and subsequently in effect at the time of renewal of any policies required by the Contract Documents.

§ 11.5.2 If the Owner is damaged by failure of the Contractor to purchase or maintain insurance required under Article 11, then the Contractor shall bear all reasonable costs (including attorneys' fees and court and settlement expenses) properly attributable thereto.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK
§ 12.1 UNCOVERING OF WORK
§ 12.1.1 If a portion of the Work is covered contrary to the Owner or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Owner or Architect, be uncovered for examination and be replaced at the Contractor's expense without change in the Contract Time. If prior to the date of Substantial Completion the Contractor, a Subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work (other than start-up), including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

§ 12.1.2 If a portion of the Work has been covered that the Owner or Architect has not specifically requested to examine prior to its being covered, the Owner or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK
§ 12.2.1 The Contractor shall promptly correct Work rejected by the Owner or Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION
§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may, without prejudice to any other remedies, correct it in accordance with Section 2.4 or file a claim with the surety of any applicable warranty bond.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK
If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS
§ 13.1 GOVERNING LAW
The Contract shall be governed by the law of Williamson County, Texas.

§ 13.2 SUCCESSORS AND ASSIGNS
§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in the Contract Documents or by law, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.3 WRITTEN NOTICE
Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES
§ 13.4.1 Except as expressly provided in the Contract Documents, duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS
§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful

orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Contractor shall give the Owner and Architect timely notice of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner and Architect of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense. The Contractor also agrees the cost of testing services related to remedial operations performed to correct deficiencies in the Work, shall be borne by the Contractor.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner and Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST
The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of:
(1) one percent; and
(2) the prime rate as 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 pursuant to §2251.025 of the Texas Government Code.

§ 13.7 TIME LIMITS ON CLAIMS
The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the time limits provided by law. Nothing herein shall be construed as shortening the period of time Owner has for commencing claims to less than what is required by law.

§ 13.8 Application To Subcontracts
Any specific requirement in this Contract that the responsibilities or obligations of Contractor also apply to a Subcontractor is added for emphasis and are also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of Contractor's responsibilities or obligations shall not be construed to diminish, abrogate or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

§ 13.10 GENERAL PROVISIONS
§ 13.10.1 All personal pronouns used in this Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall included the plural and vice versa. Titles of articles, sections, and subsections are for convenience only and neither limit nor amplify the provisions of this Contract. The use herein of the word "including," when following any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters set

forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

§ 13.10.2 Wherever possible, each provision of this Agreement shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Agreement, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Agreement or valid portions of such provision, which are hereby deemed servable.

§ 13.11 NO ORAL WAIVER
The Provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a writing signed by Owner. No person is authorized on behalf of Owner to orally change, amend, waive, or otherwise modify the terms of the Contract Documents or any of the Contractor's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to the Contractor shall be limited to the specific matters stated in the writing signed by Owner, and shall not relieve Contractor of any other of the duties and obligations under the Contract Documents. No "constructive" changes shall be allowed.

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

§ 13.13 Equal Opportunity in Employment. The Contractor agrees that during the performance of the Agreement it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Parties will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT
§ 14.1 TERMINATION BY THE CONTRACTOR
§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 90 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped; or

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on an undisputed Certificate for Payment within the time stated in the Contract Documents.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon 30 days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 fails to commence the Work in accordance with the provisions of this Contract,

.2 fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Contract,

.3 fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay,

.4 fails to perform any of its obligations under the Contract,

.5 fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by Texas Government Code 2251,

.6 files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent,

.7 creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor, or

.8 has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, 30 days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished. In the event that a final decision under section 15, below, is rendered that sufficient cause did not exist for termination under this section 14.2, then the termination shall be considered a termination for convenience, under section 14.4, below.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 Upon such termination, the Contractor shall recover the amounts provided in Section 10.1.3 of the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims for events arising during the performance of the Work by Contractor must be initiated by written notice to the other party with a copy sent to the Architect; provided, however, that the claimant shall use its best efforts to furnish the other party, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with concealed or unknown conditions, once such claim is recognized, and shall take steps to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a Claim. Claims by Contractor must be initiated within 10 business days after occurrence of the event giving rise to such Claim or within 10 business days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims may also be reserved in writing within the time limits set forth in this Section 15.1.2. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information available to the claimant that will facilitate prompt verification and evaluation of the Claim.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the Contract Documents.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST
If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME
§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.3 MEDIATION
§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived shall be subject to mediation as a condition precedent to seeking redress in a court of competent jurisdiction.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation, which shall consist of a single mediator who is knowledgeable about the subject matter of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Williamson County, Texas. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§15.3.4 All disputes not resolved through mediation shall be decided in litigation in Williamson County, Texas.

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

AGREEMENT
BETWEEN OWNER AND CONTRACTOR

The **Owner**: Williamson County
710 Main Street, Ste. 101
Georgetown, Texas 78626

and **Contractor** _____
_____
_____ _____

for the **Project**: _____
_____
_____ _____

Architect: _____
_____
_____ _____

AGREEMENT, this Agreement Between Owner and Contractor (hereinafter called "Agreement") is entered into effective as of the date indicated herein below and all attachments (the "Effective Date"), by and between Williamson County a political subdivision of the State of Texas (hereinafter called the "Owner") and _____ (hereinafter called "Contractor").

WHEREAS, the Owner desires to retain a Contractor for the _____ (hereinafter called the "Project"),

WHEREAS, the Owner desires a Contractor who will render, diligently and competently in accordance with the highest standards used in the profession, all Contractor services which shall be necessary or advisable for the expeditious, economical and satisfactory completion of the Project, and

NOW, THEREFORE, in consideration of the mutual undertakings herein contained, the parties hereto agree as follows:

ARTICLE 1 SCOPE OF WORK

The Contractor has overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Work, or any phase of the Work, in accordance with the Specifications and Drawings for the Project and the Owner's requirements. The Specifications and Drawings were prepared for Williamson County by the Architect. The Contractor shall do everything required by the Contract Documents.

ARTICLE 2 CONTRACT DOCUMENTS

2.1 The Contract Documents consist of the following, which are incorporated by reference for all purposes:

a. This Agreement and all exhibits and attachments listed, contained or referenced in this Agreement;
b. The Uniform General Conditions for Williamson County ("General Conditions");
c. The Supplementary or Special Conditions, if any;
d. All Addenda issued prior to the Effective Date of this Agreement;
e. The Bid/Proposal Documents as defined by the Invitation for Bidders/Request for Proposals;
f. All Change Orders issued after the Effective Date of this Agreement;
g. Minimum Insurance Coverages and Minimum Coverage Amounts, which is attached here to as **Exhibit 1**; and
h. The Drawings, Specifications, details and other documents developed by Architect to describe the Project and accepted by Owner, which are attached hereto **Exhibit 2**.

2.2 The Contract Documents form the entire and integrated Contract and Agreement between Owner and Contractor and supersede all prior negotiations, representations or agreements, written or oral. Contractor acknowledges receipt of all Contract Documents as of the date of its execution hereof.

2.3 The term "Contractor" shall be interchangeable with the terms "Proposer," "Bidder," Respondent" and "General Contractor" or other similar terms as appropriate in the Contract Documents.

ARTICLE 3 CONTRACT TIME

The Owner shall provide a Notice to Proceed in which a date for commencement of the work shall be started. The Contractor shall achieve Substantial Completion of the Work within _____ (_____) calendar days after such commencement date, as such completion date may be extended by approved Change

Orders. Unless otherwise specified in writing, Contractor shall achieve Final Completion within _____ (_____) calendar days of Substantial Completion. The time set forth for completion of the work is an essential element of the Contract.

ARTICLE 4 CONTRACTOR REPRESENTATIONS

4.1 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bid/Proposal Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

E. Based on the information and observations referred to in Paragraph 4.1.D above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

G. Contractor has given Architect written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Architect is acceptable to Contractor.

H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 5 THE CONTRACT PRICE; OWNER'S CONSTRUCTION CONTINGENCY

5.1 Contract Price. Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amount of **$**_____

5.2 Contract Payments. Method and terms of payment of the Contract Price shall be in accordance with the Contract Documents.

5.3 Owner's Construction Contingency. The following lump sum amount shall serve as the Owner's Construction Contingency from which changes in the Work are to be paid in accordance with the General Conditions:

$_____

The Owner's Construction Contingency is controlled solely by the Owner and such amount is not included in the Contract Price set out in 5.1 above. Expenditures from the Owner's Construction Contingency must be made by Change Order issued by the Architect and approved by the Owner in accordance with the General Conditions. Contractor shall not be entitled to any compensation from the any unused amounts of the Owner's Construction Contingency.

5.4 Allowable Overhead and Profit Markup on Changes in the Work. In case of an increase in the Contract Price due to a change in the Work and in accordance with § 7.3.7 of the General Conditions, the amounts Contractor may add to the pricing of a change for overhead and profit are as follows:

a. For Work performed directly by Contractor with its Own Employees: Contractor may add up to 15% for Work performed directly by Contractor for any specific change.

b. For Managing Subcontracted Work: Contractor may add up to 10% for managing subcontracted Work for any specific change.

Only one percentage, referenced above, shall be used for the purpose of calculating the markup for a specific change amount. On changes involving both additions and deletions,

the allowed markup will be allowed only on the net addition. The allowed markup shall cover all overhead expenses and profit of any kind relating to the specific change.

ARTICLE 6 TIME

6.1 TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.

6.2 Unless otherwise approved in writing, the Owner and the Contractor shall perform their respective obligations under the Contract Documents as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Work.

6.3 Liquidated Damages. Contractor and Owner recognize that time is of the essence and that Owner will suffer financial loss if the Work is not completed within the times specified in Article 3 above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, for each consecutive calendar day after the date of Substantial Completion that the Work is not substantially completed, the Owner may deduct the amount of:

Five Hundred Dollars per calendar day ($500.00/calendar day)

from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Project would be impractical, unduly burdensome, and cause unnecessary delay and that the amounts of daily liquidated damages set forth are reasonable. Contractor expressly agrees that the amounts of daily liquidated damages are a reasonable forecast of the actual damages Owner will incur due to any such delay.

ARTICLE 7 NOTICES

Notices of claims, disputes or other legal notices shall be in writing and shall be deemed to have been given when delivered in person to the representative of the Contractor or Owner for whom it is intended, as set out below or sent by U. S. Mail to the representative of the Contractor or Owner for whom it is intended, as set out below. Mail notices are deemed effective upon receipt or on the third business day after the date of mailing, whichever is sooner.

If to Owner: Williamson County Judge
710 Main Street, Ste. 101
Georgetown, Texas 78626

with copy to: Hal C. Hawes
General Counsel to the
Williamson County Commissioners Court
710 Main Street, Suite 102
Georgetown, Texas 78626

If to Contractor: _____
_____
_____ _____

The parties may make reasonable changes in the person or place designated for receipt of notices upon advance written notice to the other party.

ARTICLE 8 PARTY REPRESENTATIVES

The Owner's Designated Representative (sometimes referred to as the "ODR") authorized to act in the Owner's behalf with respect to the Project is:

_____
_____
_____ _____
Phone (512) _____
Fax (512) _____

The Contractor's designated representative authorized to act on the Contractor's behalf and bind the Contractor with respect to the Project is:

_____
_____
_____ _____
Phone (512) _____
Fax (512) _____

The parties may make reasonable changes in their designated representatives upon advance written notice to the other party.

ARTICLE 9 ENTIRE AGREEMENT

This Agreement supersedes all prior agreements, written or oral, between Contractor and Owner and shall constitute the entire agreement and understanding between the parties with respect to the Project. This Agreement and the terms of the Contact Documents shall

be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Contractor and Owner.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution below (the "Effective Date").

WILLIAMSON COUNTY Williamson County, Texas,	_____, a Texas _____,
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____ ____, 20____	Date: _____ ____, 20____

EXHIBIT 1

Minimum Insurance Coverages and Minimum Coverage Amounts

A. All policies of insurance provided by the Contractor must comply with the requirements of this Exhibit, the Contract Documents and the laws of the State of Texas.

B. The Contractor shall provide and maintain, until the Work covered in the Agreement Between Owner and Contractor is completed and accepted by the Owner, the minimum insurance coverages in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company, or otherwise acceptable to Owner.

	Type of Coverage	Limits of Liability
1.	Worker's Compensation	Statutory
2.	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

3. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER OCCURRENCE
Comprehensive General Liability (including premises, completed operations and contractual)	$1,000,000
Aggregate policy limits:	$2,000,000

4. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000

Property damage	$1,000,000	$1,000,000
Aggregate policy limits	No aggregate limit	

5. Builder's Risk Insurance (all risks)
An all risk policy, in the amount equal at all times to 100% of the Contract Price or Contract Sum. The policy shall be issued in the name of the Contractor and shall name its Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

a. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

b. This insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss as well as coverage for building materials while in transit or building materials suitably stored at a temporary location. Property insurance provided by the Contractor shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this section shall include a waiver of subrogation in accordance with the requirements of Section 11.3.4 of the General Conditions.

C. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the

Special Conditions in the Contract Documents. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

6. Flood insurance when specified in Supplementary General Conditions or Special Conditions.

7. Umbrella coverage in the amount of not less than $5,000,000.

C. Workers' Compensation Insurance Coverage:

a. Definitions:

(1) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.
(2) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.
(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
(4) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.
c. The Contractor must provide a certificate of coverage prior to execution of the Agreement Between Owner and Contractor, and in no event later than ten (10)

days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

d. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
e. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:

    (1) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
    (2) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

f. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
h. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

i. The Contractor shall contractually require each person with who it contracts to provide services on a project, to:

    (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
    (2) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
    (3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(4) obtain from each other person with whom it contracts, and provide to the Contractor:

a. a certificate of coverage, prior to the other person beginning work on the Project; and

b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(5) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;

(6) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1)-(7), with the certificates of coverage to be provided to the person for whom they are providing services.

j. By signing the Agreement Between Owner and Contractor or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

k. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the Agreement Between Owner and Contractor void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

D. If insurance policies are not written for the amounts specified in this Exhibit, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.

E. The furnishing of the above listed insurance coverage, as may be modified by the Contract Documents, must be tendered prior to execution of the Agreement Between Owner and Contractor, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor’s bid bond.

F. Owner shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements as they apply to the limits set out in this Exhibit.

G. Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Exhibit. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **$75,000** in the Contractor's insurance must be declared and approved in writing by Owner in advance.

EXHIBIT 2 –DRAWINGS AND SPECIFICATIONS

FOR

_____

LIST OF DRAWINGS

DWG	DRAWING TITLE	ISSUE DATE

TABLE OF CONTENTS
For
TECHNICAL SPECIFICATION SECTIONS

DIVISION 1

END OF TECHNICAL SPECIFICATIONS

Question and Answers for Bid #1808-256 - Ronald Reagan Blvd Turn Lanes Widening at Santa Rita Blvd

Overall Bid Questions
There are no questions associated with this bid.

Commissioners Court - Regular Session **58.**

Meeting Date: 09/04/2018

Economic Development

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
g) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/30/2018 11:50 AM
Form Started By: Charlie Crossfield		Started On: 08/30/2018 11:25 AM
Final Approval Date: 08/30/2018		

Commissioners Court - Regular Session **59.**

Meeting Date: 09/04/2018

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 the acquisition of real property for CR 111.

r) Discuss the acquisition of real property for Corridor H

s) Discuss an Interlocal Agreement with the City of Hutto regarding CR 163.

t) Discuss the acquisition of drainage easements on the Forest North Drainage Project.

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	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/30/2018 11:50 AM
Form Started By: Charlie Crossfield		Started On: 08/30/2018 11:21 AM
Final Approval Date: 08/30/2018		